

confirmation of
the patent.

date the [third] day of [June,] in the [second] year of her
present Majesty's reign.

Notice is hereby given, that [I. K.] of &c. intends to oppose the appli-
cation of the said [A. B.] for a confirmation of the said letters. Dated
this [twentieth] day of [June,] 1845.

[W. H. Rymer, Chancery Lane,]

Solicitor for the above named [I. K.]

(No. 4.)

In the Judicial Committee of the Privy Council.

Caveat against
the prolonga-
tion of a
patent.

In the matter of the petition of [A. B. of, &c.]

Caveat against the prolongation of the term of sole using and vending
an invention of ["a new process for, &c."] granted to the said [A. B. or to
C. D. of, &c.] by letters patent bearing date the [third] day of [May,]
in the [second] year of the reign of his late Majesty King William the
Fourth, without notice to [I. K. of, &c.]

Dated this [first] day of [December,] 1845.

[W. H. Rymer, Chancery Lane,]

Solicitor for the above named [I. K.]

(No. 5.)

TO THE QUEEN'S MOST EXCELLENT MAJESTY IN COUNCIL.

Petition to the
Queen in Coun-
cil for the con-
firmation of a
patent (b).

The humble petition of [James Gowland, of London Wall, in the
city of London, Chronometer Maker.]

Sheweth,

That your petitioner after considerable application and cost before the
date of the letters patent hereinafter mentioned, invented ["improve-
ments in the construction of Chronometers,"] which said invention your
petitioner then believed and still believes to be of great public utility.

That your petitioner obtained your Majesty's letters patent under the
Great Seal of the United Kingdom, bearing date at Westminster the
[tenth] day of [October,] in the [first] year of your Majesty's reign.
Whereby your Majesty was graciously pleased to grant unto your peti-
tioner, his executors, administrators, and assigns, your Majesty's especial
license, full power, sole privilege, and authority, that he your petitioner,
his executors, administrators, and assigns, and every of them by himself
and themselves, and his or their deputy or deputies, servants, or agents,
or otherwise, as in the said letters patent mentioned, at all times there-
after during the term of years thereinafter mentioned, should and law-
fully might make, use, exercise, and vend his said invention within
England, Wales, and Berwick upon Tweed, [and also in your Majesty's
Islands of Jersey, Guernsey, Alderney, Sark, and Man, and in all your
Majesty's Colonies and plantations abroad,] in such manner as to your
petitioner, his executors, administrators, or assigns, should seem meet.
And that your petitioner, his executors, administrators, and assigns,
should and lawfully might have and enjoy the whole profit, benefit,

(b) Vide Chap. VIII. s. 1, ante, p. 199.

commodity, and advantage from time to time accruing and arising, by reason of the said invention, for and during the said term of years thereinafter mentioned. To have, hold, exercise, and enjoy the said licenses, powers, privileges, and advantages thereinbefore granted unto your petitioner, his executors, administrators, and assigns, for and during and unto the full end and term of fourteen years from the date of the said letters patent next ensuing, according to the statute in such case made and provided.

That in pursuance of the proviso in that behalf in the said letters patent contained, your petitioner did, by a specification or instrument in writing under his hand and seal bearing date the [tenth] day of [April,] in the year of our Lord [1838,] particularly ascertain and describe the nature of his said invention, and in what manner the same is to be performed. And did also cause the said specification to be duly enrolled in your Majesty's High Court of Chancery on the said [tenth] day of [April,] in the year of our Lord [1838.]

That your petitioner at the time of his petitioning your Majesty for the said letters patent, believed that he was the true and first inventor of the said invention, and except as hereinafter stated, your petitioner still verily believes that he was, at the date of the said letters patent, the true and first inventor of the same invention.

That since the grant of the said letters patent. [*Here state facts and circumstances which render it desirable for the petitioner to obtain a confirmation of his patent*] (c).

Your petitioner therefore humbly prays, that your Majesty will be most graciously pleased to take the case of your petitioner into your Royal consideration, and will be pleased to refer the consideration of this petition to the Judicial Committee of your Majesty's most honourable Privy Council. And that your petitioner may be heard before the said Judicial Committee by his counsel and witnesses, and if the said Judicial Committee shall report to your Majesty that the prayer of this petition ought to be complied with, that your Majesty will be graciously pleased to confirm the said letters patent, and to grant new letters patent unto your petitioner, granting and confirming unto him, his executors, administrators, and assigns, the sole use and exercise of his said invention according to the statute in that case made and provided, and that your Majesty will be graciously pleased to give your petitioner such farther and other relief in the premises as to your Majesty shall seem meet.

And your petitioner will ever pray, &c.

(Signed)

[James Gowland.]

[London, 2d January, 1844.]

(c) Vide *ante*, Chap. VIII. s. 1, p. 199; and the cases of *in re Heurte-* *loup's case*, 1 Webs. R. 553, and *in re Well's patent*, *ibid.* 554.

(No. 6.)

TO THE QUEEN'S MOST EXCELLENT MAJESTY IN COUNCIL.

Petition to the Queen in Council for the prolongation of a patent.

The humble petition of, &c. [as in the last form.]

Showeth,

That your petitioner, &c. [*Here state the invention, the patent and the specification as in the last form.*]

(d) [That by indenture of assignment bearing date the [tenth] day of [May, 1844,] the said [A. B.] assigned the said privilege, and all rights, benefits, profits, and advantages granted by the said letters patent, together with the said letters patent unto your petitioner, his executors, administrators, and assigns.]

That, &c. [*Here state the various facts and circumstances of the case so as to show the merit of the petitioner and the utility of the invention, and to explain why the patentee has not been enabled to obtain a sufficient recompense. And if the petitioner intends to apply for an extension for fourteen years, a clause to the following effect must be inserted.*]

[That for the reasons aforesaid, your petitioner has been unable to obtain a due remuneration for his expense and labour in perfecting the said invention, and an exclusive right of using and vending the said invention for the further period of seven years, in addition to the term in the said letters patent mentioned, will not suffice for the reimbursement and remuneration of your petitioner.]

That your petitioner hath advertised three times in the *London Gazette*, three times in the [*Morning Chronicle*] newspaper published in London, three times in the [*Times*] newspaper also published in London, three times in the [*Globe*] newspaper also published in London, and three times in the [*Sunderland Herald*,] being a country newspaper published in [*Sunderland*,] the town in [or near to which, or the county of [*Durham*,] in which] which your petitioner carries on the manufacture of articles made according to his said invention and specification, [or in or near to which your petitioner resides,] that your petitioner intended to apply to your Majesty in Council for a prolongation of his said term of sole using and vending his invention.

Your petitioner therefore humbly prays, that your Majesty will be most graciously pleased to take the case of your petitioner into your Royal consideration, and will be pleased to refer the consideration of this petition to the Judicial Committee of your Majesty's most honourable Privy Council. And that your petitioner may be heard before the said Judicial Committee by his counsel and witnesses, and if the said Judicial Committee shall report to your Majesty that the prayer of this petition ought to be complied with, that your Majesty will be most graciously pleased to grant to your petitioner a prolongation of his said term of sole using and vending his said invention for the further and additional term of seven

(d) This clause is, of course, only to be inserted when the petitioner is an assignee.

[or fourteen] years, and to grant to your petitioner new letters patent for the sole use of his said invention for such further and additional term of seven [or fourteen] years after the expiration of your petitioner's said first term therein or originally granted to your petitioner as aforesaid, and that your Majesty will be most graciously pleased to grant your petitioner such further and other relief in the premises as to your Majesty shall seem meet.

And your petitioner will ever pray, &c.

(Signed) [J. G.]

[Sunderland, 1st November, 1845.]

In the Judicial Committee of the Privy Council.

(No. 7.)

In the matter of the petition of [J. C. Hadden, of Woburn Place, Russell Square, in the county of Middlesex, Civil Engineer,] for the confirmation of letters patent for the sole use of his invention of ["improvements in the preparation of Railway-sleepers,"] granted to him on the [fourteenth] day of [February] in the [eighth] year of the reign of her present Majesty.

Notice of objections to the granting of the prayer of a petition for a confirmation.

Notice is hereby given of the several grounds of the objections of [Henry Rutter, of Mile End, in the county of Middlesex, Engineer] to the granting of the prayer of the said petition, (that is to say,) [Here state the various grounds of objections.]

Dated this [first] day of [November, 1845.]

[Charles Legh, Thavies Inn,]

Solicitor for the above-named [R. H.]

In the Judicial Committee of the Privy Council.

(No. 8.)

In the matter of the petition of [James Gowland, of London Wall, Chronometer Maker,] for the prolongation of the sole privilege of using and exercising an invention of ["improvements in the manufacture of Chronometers and other Time-keepers,"] granted to him for the term of fourteen years, by letters patent under the Great Seal of the United Kingdom, bearing date at Westminster, the [first] day of [July,] in the [second] year of the reign of King William the Fourth.

Notice of objections to the granting of the prayer of a petition for a prolongation.

Notice is hereby given of the several grounds of the objection of [(e) Andrew Pritchard, of Fleet Street, in the city of London, Optical Instrument Manufacturer,] to the granting of the prayer of the said petition (that is to say)—

That the said letters patent, mentioned in the said petition, are null and void, and a verdict was given against the validity of the said letters patent, in a certain cause in the Court of [Common Pleas,] wherein the petitioner was plaintiff and [Andrew Smith,] defendant.

(e) The party must be described in the same way as in his caveat.

That the said letters patent were repealed by the judgment of the Court of Chancery, in an action of *scire facias*, wherein her Majesty was plaintiff and the petitioner defendant.

That the said invention was not new at the date of the said letters patent; but was then well known to the public, a description thereof having previously been published in [*The Mechanics' Magazine.*]

That the said petitioner does not possess sufficient merit to entitle him to a prolongation of the term or privilege granted by the said letters patent.

That the invention is of no use to the public, or not of so much public utility as to be a sufficient consideration for any prolongation of the term or privilege granted by the said letters patent.

That the said petitioner is not entitled to [the whole of] the privilege granted by the said letters patent [by assignment or otherwise.]

That the said petitioner has assigned the whole [or a portion] of the privilege granted by the said letters patent to [*Clement Gowland,*] who is no party to the said petition.

That the petitioner has been sufficiently remunerated and rewarded for all his expenses, labour, and ingenuity respecting the said invention.

That if the petitioner has failed to obtain a sufficient amount of remuneration or reward he has only failed to do so in consequence of his own gross negligence.

That the said petitioner granted licences to the said [*A. P.*] and others, to use and exercise his said invention; and that in consequence of the said licence having only been granted during the original term mentioned in the said letters patent, the said licensees would be prevented from using the said invention during any prolongation of the said term, and would consequently be very seriously injured by such a prolongation.

That the allegations contained in the said petition are not true in substance or in fact.

Dated this [*ninth*] day of [*October, 1845.*]

[*Wm. Ranyard, South Square, Gray's Inn,*
Solicitor for the above-named [*A. P.*]

In the Judicial Committee of the Privy Council.

(No. 9.)

Notice of day appointed for the hearing of a petition.

In the matter of the petition, &c. [*as in the last form.*]

Take notice that the Judicial Committee of her Majesty's Privy Council did on the [*second*] day of [*November*] instant, appoint the [*fourteenth*] day of [*December*] now next ensuing, for the hearing of the matter of the said petition.

Dated this [*third*] day of [*November, 1845.*]

[*W. H. Rymer, Chancery Lane,*

Solicitor for the petitioner.

To Mr. [*William Ranyard,*
Solicitor for [*Mr. A. P.*]

VICTORIA, by the grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, To all to whom these presents shall come, greeting. Whereas his late Majesty King George the Fourth, by letters patent, under the Great Seal of our United Kingdom of Great Britain and Ireland, bearing date at Westminster, the [first] day of [September,] in the [tenth] year of his reign, did give and grant unto [J. S. of &c.,] his executors, administrators and assigns, his especial licence, full power, sole privilege and authority, that he, the said J. S., his executors, administrators, and assigns, and every of them should, and lawfully might, make, use, exercise and vend a certain invention of ["a new preparation or manufacture of, &c.,"] within that part of our said United Kingdom of Great Britain and Ireland, called England, and dominion of Wales, and town of Berwick-upon-Tweed, in such manner as to him, the said [J. S.,] his executors, administrators, and assigns, or any of them, should in his or her discretions seem meet. To have, hold, exercise, and enjoy the said licence, powers, privileges, and advantages therein granted or mentioned to be granted unto the said [J. S. junior,] his executors, administrators, and assigns, for and during and unto the full end and term of fourteen years from the date of the said letters patent next and immediately ensuing, and fully to be complete and ended according to the statute in such case made and provided as by the said letters patent, relation being thereunto had, will more fully and at large appear. And whereas [W. W., J. S. B., J. C., and G. H. L., all of, &c.,] the assignees of the same letters patent, have by their petition humbly represented unto us, and prayed that, under the circumstances therein set forth, we would be graciously pleased to grant unto them new letters patent for the said invention for which the above-mentioned letters patent were so granted, as aforesaid, for a term of seven years, or for such other term not exceeding seven years after the expiration of the said term of fourteen years, granted to the said [J. S.,] as to us should seem fit.

AND WHEREAS the Judicial Committee of our Privy Council have, in pursuance of the statute in such case made and provided, reported to us that a further extension of the term in the said original letters patent should be granted to the said [W. W., J. S. B., J. C. and G. H. L.,] in whom the legal interest in the said patent is now vested. KNOW YE THEREFORE, that we, of our especial grace, certain knowledge, and mere motion, have given and granted, and by these presents for us, our heirs and successors, do give and grant unto the said [W. W., J. S. B., J. C., and G. H. L.,] their executors, administrators, and assigns, our especial licence, full power, sole privilege and authority, that they, the said [W. W., J. S. B., J. C., and G. H. L.,] their executors, administrators, and assigns, and every of them, by themselves, or by their deputy or deputies, servants, or agents, or such others as they, the said [W. W., J. S. B., J. C. and G. H. L.,] their executors, administrators or assigns, shall at any time agree with and no others from time to time, and at all times hereafter, during the term of years herein expressed, shall,

(No. 10.)

Patent for granting prolongation to the assignees of a patent for seven years.

Recital of former patent.

Recital of petition for prolongation by assignees.

Recital of Report of Judicial Committee of Privy Council.

Grant

to assignees of patent.

Habendum

for [seven] years from expiration of former patent.

Prohibitory clause.

Command to all justices, &c. not to hinder patentees.

and lawfully may, make, use, exercise, and vend the said invention within that part of our United Kingdom of Great Britain and Ireland, called England, our dominion of Wales, and Town of Berwick-upon-Tweed, in such manner as to them, the said [W. W., J. S. B., J. C., and G. H. L.] their executors, administrators, and assigns, or any of them, shall, to their discretion, seem meet. And that they, the said [W. W., J. S. B., J. C., and G. H. L.] their executors, administrators, and assigns shall and lawfully may have and enjoy the whole profit, benefit, commodity, and advantage, from time to time coming, growing, accruing and arising by reason of the said invention, for and during the term of years hereinafter mentioned, to have, hold, exercise, and enjoy the said licence, powers, privileges, and advantages hereinbefore granted or mentioned to be granted unto the said [W. W., J. S. B., J. C., and G. H. L.] their executors, administrators, and assigns, for and during, and unto the full end and term of [seven] years, to be computed from the [ninth] day of [September, one thousand eight hundred and forty-five], being the day of the expiration of the first term of fourteen years granted by the said letters patent herein mentioned: AND to the end, that they, the said [W. W., J. S. B., J. C., and G. H. L.] their executors, administrators, and assigns, and every of them, may have and enjoy the full benefit and the sole use and exercise of the said invention according to our gracious intention hereinbefore declared, we do, by these presents, for us, our heirs and successors, require and strictly command all and every person and persons, bodies politic and corporate, and all other our subjects whatsoever, of what estate, quality, degree, name or condition soever, they be within that said part of our United Kingdom of Great Britain and Ireland, called England, our dominion of Wales, and town of Berwick-upon-Tweed aforesaid, that neither they, nor any of them, at any time during the continuance of the said term of [seven] years hereby granted, either directly or indirectly, do make, use, or put in practice the said invention or any part of the same so attained unto by the said [J. S.] as aforesaid, nor in anywise counterfeit, imitate or resemble the same, nor shall make, or cause to be made any addition thereunto, or subtraction from the same, whereby to pretend himself or themselves the inventor or inventors, deviser or devisors thereof, without the licence, consent, or agreement of the said [W. W., J. S. B., J. C., and G. H. L.] their executors, administrators or assigns, in writing, under their hands and seals, first had and obtained in that behalf upon such pains and penalties as can or may be justly inflicted on such offenders for their contempt of this our royal command. And further, to be answerable to the said [W. W., J. S. B., J. C., and G. H. L.] their executors, administrators and assigns according to law for their damages thereby occasioned: AND MOREOVER, We do by these presents for us, our heirs and successors, will, and command all and singular, the justices of the peace, mayors, sheriffs, bailiffs, constables, headboroughs, and all other officers and ministers whatsoever of us, our heirs and successors for the time being, that they or any of them do not, nor shall at any time during the said

term hereby granted in anywise molest, trouble, or hinder the said [*W. W., J. S. B., J. C., and G. H. L.,*] their executors, administrators or assigns, or any of them, or their deputies, servants, or agents, in or about the due and lawful use or exercise of the aforesaid invention or anything relating thereto. PROVIDED ALWAYS, and these our letters patent are and shall be upon this condition, that if at any time during the said term hereby granted, it shall be made appear to us, our heirs, or successors, or any six or more of our or their Privy Council, that this our grant is contrary to law, or prejudicial, or inconvenient to our subjects in general, or that the said invention is not a new invention as to the public use and exercise thereof in that said part of our said United Kingdom of Great Britain and Ireland, called England, our dominion of Wales, and town of Berwick-upon-Tweed aforesaid, or not invented and found out by the said *J. S.* as aforesaid. Then upon signification or declaration thereof to be made by us, our heirs or successors, under our or their signet, or Privy Seal, or by the Lords and others of our or their Privy Council, or any six or more of them under their hands, these our letters patent shall forthwith cease, determine, and be utterly void to all intents and purposes, anything herebefore contained to the contrary thereof in anywise notwithstanding: PROVIDED ALSO, that these, our letters patent, or anything herein contained, shall not extend, or be construed to extend to give privilege unto the said [*W. W., J. S. B., J. C., and G. H. L.,*] their executors, administrators, or assigns, or any of them to use or imitate any invention or work whatsoever which hath heretofore been found out or invented by any other of our subjects whatsoever except the said invention so found out by the said [*J. S.*] as aforesaid, and publicly used or exercised in that part of our United Kingdom of Great Britain and Ireland, called England, our dominion of Wales, or town of Berwick-upon-Tweed aforesaid, unto whom, like letters patent or privileges have been already granted for the sole use, exercise, and benefit thereof, It being our will and pleasure that the said [*W. W., J. S. B., J. C., and G. H. L.,*] their executors, administrators, and assigns, and all and every other person and persons to whom like letters patent or privileges have been already granted as aforesaid, shall distinctly use and practice their several inventions by them invented and found out by the said [*J. S.*] as aforesaid, according to the true intent and meaning of the same respective letters patent and of these presents: PROVIDED LIKEWISE, nevertheless, and these our letters patent are upon this express condition, that if at any time hereafter these our letters patent, or the liberties and privileges hereby by us granted, shall become vested in or in trust for the number of twelve persons or their representatives at any one time as partners dividing or entitled to divide the profits obtained by reason of these our letters patent, (reckoning executors or administrators, as and for the single person whom they represent as to such interest as they are or shall be entitled to in right of such their testator or intestate :) AND ALSO, if the said [*W. W., J. S. B., J. C. and G. H. L.,*] their executors, administrators or assigns shall

Condition that if patent unlawful it may be revoked.

Proviso that patent shall not give right to use any prior patent invention.

If patent becomes vested in more than twelve persons.

Or if patentees shall not supply

*Her Majesty,
&c. the patent
to be void.*

*Not to affect
licences.*

*Patent to be
valid and con-
strued favour-
ably notwith-
standing the
want of de-
scription, &c.*

not supply or cause to be supplied for our service all such articles of the said invention as they shall be required to supply by the officers or commissioners administering the department of our service, for the use of which the same shall be required in such manner, at such times, and at and upon such reasonable prices and terms as shall be settled for that purpose by the said officers or commissioners so requiring the same, then these our letters patent, and all liberties and advantages whatsoever hereby granted shall utterly cease, determine and become void anything hereinbefore contained to the contrary thereof in anywise notwithstanding. *Provided* that nothing herein contained shall prevent the granting of licences in such manner, and for such considerations as they may by law be granted: AND LASTLY, We do by these presents for us, our heirs and successors grant unto the said [W. W., J. S. B., J. C., and G. H. L.,] their executors, administrators and assigns, that these our letters patent, or the enrolment or exemplification thereof shall be in, and by all things, good, firm, valid, sufficient and effectual in the law, according to the true intent and meaning thereof, and shall be taken, construed, and adjudged in the most favourable and beneficial sense for the best advantage of the said [W. W., J. S. B., J. C., and G. H. L.] their executors, administrators and assigns, as well in all our Courts of Record, or elsewhere, and by all and singular the officers and ministers whatsoever of us, our heirs and successors in that part of our said United Kingdom of Great Britain and Ireland, called England, our dominion of Wales and town of Berwick-upon-Tweed aforesaid, and amongst all and every the subjects of us, our heirs and successors whatsoever and wheresoever notwithstanding the not full and certain describing the nature or quality of the said invention or of the materials thereto conducing and belonging. IN WITNESS whereof we have caused these our letters to be made patent. WITNESS ourself, at our palace at Westminster, this [twenty-fourth] day of [August] in the [seventh] year of our reign.

By writ of Privy Seal,

[Edmunds.]

(No. 11.)
Patent for pro-
longing a patent
privilege for
more than
seven years.
*Recital of
former patent.*

VICTORIA, by the grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, to all to whom these presents shall come, greeting. WHEREAS his late Majesty King William the Fourth did by letters patent under the Great Seal of our United Kingdom of Great Britain and Ireland, bearing date at Westminster the [eleventh] day of [November,] in the [first] year of his reign, give and grant unto [Sir Thomas Cochrane, Knight, (commonly called Lord Cochrane) now Earl of Dundonald,] his executors, administrators, and assigns, his especial license, full power, sole privilege, and authority, that he the said [Sir Thomas Cochrane, (commonly called Lord Cochrane) now Earl of D.] his executors, administrators, and assigns, and every of them should and lawfully might make, use, exercise, and vend a certain invention of ["an improved Rotary Engine to be impelled by steam, and which may be also rendered applicable to other purposes,"] within that part of our

said United Kingdom of Great Britain and Ireland, called England, our dominion of Wales, and town of Berwick upon Tweed, in such manner as to him the said [Sir T. C. (commonly called Lord C.) now Earl of D.] his executors, administrators, and assigns, or any of them should in his or their discretions seem meet: To have, hold, exercise, and enjoy the said license, powers, and privileges, and advantages therein granted, or mentioned to be granted, unto the said [Sir T. C. (commonly called Lord C.) now Earl of D.] his executors, administrators, and assigns, for and during, and unto the full end and term of fourteen years from the date of the said letters patent next and immediately ensuing, and fully to be complete and ended according to the statute in such case made and provided as by the said letters patent, relation being thereunto had will more fully and at large appear: AND WHEREAS the said [Sir T. C. (now Earl of D.)] hath humbly represented unto us, that owing to various causes, principally the petitioner believes to the general impression which has prevailed of the unattainableness of the object founded on the failure of so many previous attempts, and on the alleged demonstration of its impracticability, the term of the petitioner's patent has almost expired without the subject thereof having attained the acceptance of the public, or been employed for the purposes for which he conceives it to be peculiarly applicable. That the petitioner has been indebted for proofs of the efficiency of his Rotary Engine to the liberality and discernment of the late and present Boards of Admiralty, who perceiving the probability of benefit to be derived from the compactness, lightness, celerity of movement, and other properties of such Engine, have afforded the petitioner those opportunities of making further trial of the same which his own limited means would not have enabled him to do. That it is now five years since the late Lords Commissioners of the Admiralty were pleased to make trial of one of the petitioner's Engines, by placing it on the well in our Dock-yard at Portsmouth, where by permission of the present Lords Commissioners it continues to be employed. And in consequence of the most favorable report being made of its constancy and efficiency of performance, their Lordships have further favored the petitioner by ordering a pair of his Revolving Engines of the power of two hundred and twenty horses, to be made and placed on board a steam frigate named the Janus, which vessel they were also pleased to construct on lines offered to their notice by the petitioner, from the further adoption of which lines the petitioner anticipates important advantages to the naval service. That the petitioner has not only devoted the greater part of his time for a long series of years, to the prosecution of his design of supplying the desideratum of an effective Rotary or Revolving Steam Engine, but has expended upwards of twelve thousand pounds in making the numerous costly experiments which he found necessary for the perfecting his discovery, and in defraying the variety of expenses constantly arising in connection therewith, both antecedently and subsequently to the obtaining of his said letters patent. That the petitioner has not hitherto received the slightest reward for his many years labour, nor any re-im-

Recital of petition for prolongation.

bursement whatever of any portion of his large expenditure, unless he obtains that protection which he humbly solicits from us in Council. That inasmuch as during the term of almost fourteen years, the petitioner has not been able to obtain any remuneration whatever for his expense and labour in perfecting the said invention of a Rotary or Revolving Engine. The petitioner has no reason to hope that the exclusive right of using and vending the same for the further period of seven years would suffice for his re-imbusement and remuneration, but has every reason to believe that the utmost period of extension now allowed by law, namely, another term of fourteen years, is requisite for such purposes: And the petitioner humbly prayed that we would be pleased to grant him an extension of the term of his said patent for a further period of fourteen years after the termination of his said letters patent bearing date the [eleventh] day of [November, one thousand eight hundred and thirty.]

Recital of Report of Judicial Committee of Privy Council.

AND WHEREAS the Judicial Committee of our Privy Council have, in pursuance of the statute in such case made and provided, reported to us that a further extension of the letters patent obtained by the said [T. Earl of D.] for England, Wales, and the town of Berwick upon Tweed, and dated the [eleventh] day of [November, one thousand eight hundred and thirty,] ought to be granted to the said petitioner, and that such extension should be of the term of [fourteen] years from and after the expiration of the term in the said original letters patent: KNOW YE

Grant.

THEREFORE that we of our special grace, certain knowledge, and mere motion, HAVE given and granted, and by these presents for us, our heirs, and successors, DO give and grant unto the said [Thomas, Earl of D.] his executors, administrators, and assigns, our especial licence, full power, sole privilege, and authority, That he the said [T. Earl of D.] his executors, administrators, and assigns, and every of them by himself, and themselves, or by his and their deputy or deputies, servants, or agents, or such others as he the said [T. Earl of D.] his executors, administrators, or assigns, shall at any time agree with, and no others, from time to time, and at all times hereafter during the term of years herein expressed, shall and lawfully may make, use, exercise, and vend the said invention of ["an improved Rotary Engine to be impelled by steam, and which may be also rendered applicable to other purposes,"] within that part of our said United Kingdom of Great Britain and Ireland, called England, our dominion of Wales, and town of Berwick upon Tweed, in such manner as to him the said [T. Earl of D.] his executors, administrators, or assigns, or any of them shall in his or their discretions seem meet: And that the said [T. Earl of D.] his executors, administrators, and assigns, shall and lawfully may have and enjoy the whole profit, benefit, commodity, and advantage from time to time coming, growing, accruing, and arising by reason of the said invention for and during the term of years herein mentioned: TO HAVE, HOLD, exercise, and enjoy the said licence, power, privileges, and advantages hereinbefore granted or mentioned to be granted, unto the said [T. Earl of D.] his executors, administrators, and assigns, for and during, and unto the full end and term of

Habendum.

[*fourteen*] years, to be computed from the [*eleventh*] day of [*November,*] in the year of our Lord [*one thousand eight hundred and forty-four,*] being the day of the expiration of the term of fourteen years granted by the said letters patent herein mentioned: AND to the end that the said [*T. Earl of D.*] his executors, administrators, and assigns, and every of them may have and enjoy the full benefit and the sole use and exercise of the said invention according to our gracious intention hereinbefore declared, We do by these presents for us, our heirs, and successors, require and strictly command all and every person and persons, bodies politic and corporate, and all other our subjects whatsoever, of what estate, quality, degree, name, or condition soever they be within that said part of our United Kingdom of Great Britain and Ireland, called England, our dominion of Wales, and town of Berwick upon Tweed aforesaid. That neither they nor any of them, at any time during the continuance of the said term of fourteen years hereby granted either directly or indirectly, do make, use, or put in practice the said invention, or any part of the same so attained unto by the said [*T. Earl of D.*] as aforesaid, nor in anywise counterfeit, imitate, or resemble the same, nor shall make, or cause to be made, any addition thereunto or subtraction from the same, whereby to pretend himself or themselves the inventor or inventors, deviser or devisors thereof without the licence, consent, or agreement of the said [*T. Earl of D.*] his executors, administrators, or assigns, in writing under his or their hands and seals first had and obtained in that behalf, upon such pains and penalties as can or may be justly inflicted on such offenders, for their contempt of this our royal command, and further to be answerable to the said [*T. Earl of D.*] his executors, administrators, and assigns, according to law, for his and their damages thereby occasioned: AND MOREOVER, we do by these presents for us, our heirs, and successors, will and command all and singular the justices of the peace, mayors, sheriffs, bailiffs, constables, headboroughs, and all other officers and ministers whatsoever, of us, our heirs, and successors for the time being, that they or any of them do not, nor shall at any time during the said term hereby granted, in anywise molest, trouble, or hinder the said [*T. Earl of D.*] his executors, administrators, or assigns, or any of them, or his or their deputies, servants, or agents, in or about, the due and lawful use or exercise of the aforesaid invention, or any thing relating thereto: PROVIDED ALWAYS, and these our letters patent are and shall be upon this condition, that if at any time during the said term hereby granted, it shall be made appear to us, our heirs, or successors, or any six or more of our or their Privy Council, that this our grant is contrary to law, or prejudicial, or inconvenient to our subjects in general, or that the said invention is not a new invention as to the public use and exercise thereof, in that said part of our United Kingdom of Great Britain and Ireland, called England, our dominion of Wales, and town of Berwick upon Tweed aforesaid, or not invented and found out by the said Thomas, Earl of Donald, as aforesaid; then upon signification or declaration thereof to

Prohibitory clause.

Command to all justices, &c. not to molest the patentee.

Condition that if patent unlawful it may be avoided.

Proviso that patent shall not give right to use any prior patent invention.

If patent becomes vested in more than twelve persons.

Or if patentee shall not supply articles for the service of the public.

Patent to be valid and construed favourably notwithstanding the want of description, &c.

be made by us, our heirs, or successors, under our or their Signet or Privy Seal, or by the Lords and others of our or their Privy Council, or any six or more of them under their hands, these our letters patent shall forthwith cease, determine, and be utterly void, to all intents and purposes any thing hereinbefore contained to the contrary thereof in anywise notwithstanding: PROVIDED ALSO, that these our letters patent, or any thing herein contained, shall not extend, or be construed to extend, to give privilege unto the said [T. Earl of D.] his executors, administrators, or assigns, or any of them, to use or imitate any invention or work whatsoever which hath heretofore been found out or invented by any other of our subjects whatsoever, and publicly used or exercised in that said part of our United Kingdom of Great Britain and Ireland, called England, our dominion of Wales, or town of Berwick upon Tweed aforesaid, unto whom like letters patent or privileges have been already granted for the sole use, exercise, and benefit thereof. It being our will and pleasure that the said [T. Earl of D.] his executors, administrators, and assigns, and all and every other person and persons to whom like letters patent or privileges have been already granted as aforesaid, shall distinctly use and practise their several inventions by them invented and found out according to the true intent and meaning of the same respective letters patent and of these presents: PROVIDED LIKEWISE NEVERTHELESS, and these our letters patent are upon this express condition, that if at any time hereafter these our letters patent, or the liberties and privileges hereby by us granted, shall become vested in or in trust for more than the number of twelve persons or their representatives at any one time, as partners dividing, or entitled to divide, the benefit or profits obtained by reason of these our letters patent (reckoning executors or administrators as and for the single person whom they represent, as to such interest as they are or shall be entitled to in right of such their testator or intestate:) AND ALSO if the said [T. Earl of D.] his executors, administrators, or assigns, shall not supply, or cause to be supplied for our service, all such articles of the said invention as he or they shall be required to supply, by the officers or commissioners administering the department of our service for the use of which the same shall be required, in such manner, at such times, and at and upon such reasonable prices and terms as shall be settled for that purpose by the said officers or commissioners so requiring the same, that then these our letters patent, and all liberties and advantages whatsoever hereby granted, shall utterly cease, determine, and become void, any thing hereinbefore contained to the contrary thereof in anywise notwithstanding, Provided that nothing herein contained shall prevent the granting of licences in such manner and for such considerations as they may by law be granted: AND LASTLY, we do by these presents for us, our heirs, and successors, grant unto the said [T. Earl of D.] his executors, administrators, and assigns, That these our letters patent, or the enrolment or exemplification thereof, shall be in and by all things good, firm, valid, sufficient, and effectual in the law according to the true intent and mean-

ing thereof, and shall be taken, construed, and adjudged in the most favorable and beneficial sense for the best advantage of the said [T. Earl of D.] his executors, administrators, and assigns, as well in all our Courts of record as elsewhere, and by all and singular the officers and ministers whatsoever of us, our heirs, and successors, in that part of our said United Kingdom of Great Britain and Ireland, called England, our dominion of Wales, and town of Berwick upon Tweed aforesaid, and amongst all and every the subjects of us, our heirs, and successors whatsoever and wheresoever, notwithstanding the not, full, and certain describing the nature or quality of the said invention, or of the materials thereto conducing and belonging. IN WITNESS, &c. (f).

SECTION IV.

Forms of Entries and Proceedings in Actions for Infringements of Patents.

In the Queen's Bench [Common Pleas, or Exchequer of Pleas.]

(No. 1.)

The [first] day of [November,] in the year of our Lord [one thousand eight hundred and forty-five.] Declaration by a patentee or his assignee for the infringement of his patent (g).

MIDDLESEX (h) to wit. [John Moore,] (the plaintiff in this suit,) by [Anthony Boucher,] his attorney, complains of [John Smith,] (the defendant in this suit,) who has been summoned to answer the plaintiff in an action on the case.

For that whereas, heretofore, and before, and at the time of making of the letters patent hereinafter [in this count] mentioned, and before the time of the committing of the several grievances hereinafter mentioned, to wit, on the [first] day of [January,] in the year of our Lord, [1844,] the plaintiff [or one Richard Thompson,] was the true and first inventor (i) of [a certain improvement or certain improvements in the mechanism of Time-keepers,] and therefore our Lady the now Queen, [or his late Majesty King William the Fourth,] heretofore and before the commencement of this suit, and before the committing of the several grievances hereafter mentioned, to wit, on the said [first] day of [January,] in the year of our Lord, [1844,] [or on the day and year last aforesaid,] by her [or his] letters patent under the Great Seal of the United Kingdom of Great Britain and Ireland (k), bearing date at Westminster a certain day and year therein mentioned, to wit, the [first] day of [January,] in the [seventh] year of the reign of our said Lady the now

(f) The conclusion is the same as in the last form.

(g) Vide ante, Chap. X. s. 2, p. 253.

(h) The venue is transitory and the plaintiff may lay it in any county he pleases, and the defendant cannot change it. See *Cameron v. Gray*, 6

T. R. 363; Dav. P. C. 220, S. C. *Brunton v. White*, 7 D. & R. 103.

(i) If the patentee was an importer of the invention this allegation must be varied accordingly.

(k) Vide ante, p. 253; and see *R. v. Yandell*, 4 T. R. 521.

Queen, [or of his said late Majesty,] (and which said letters patent sealed with the Great Seal of the said United Kingdom, the plaintiff now brings into Court and shows to the Court here, the date whereof is a certain day and year therein mentioned, to wit, the day and year last aforesaid,) reciting (1) that the plaintiff [or the said R. T.] had by his petition humbly represented unto her said Majesty, [or his said late Majesty,] that he had invented [*"a certain improvement or certain improvements in the mechanism of Time-keepers,"*] which the petitioner conceived would be of great public utility, that he was the first and true inventor thereof, and that the same had not been practised or used before in this kingdom by any other person or persons to the best of his knowledge and belief, the petitioner therefore most humbly prayed that her said Majesty, [or his said late Majesty,] would be graciously pleased to grant unto him, his executors, administrators, and assigns, her said Majesty's [or his said late Majesty's] royal letters patent under her [or his] Great Seal of the United Kingdom of Great Britain and Ireland, for the sole use, benefit, and advantage of his said invention, within that part of the said United Kingdom called England, her dominion of Wales, and town of Berwick upon Tweed, [and in the islands of Jersey, Guernsey, Alderney, Sark, and Man, and also in all her said Majesty's colonies and plantations abroad,] for the term of fourteen years pursuant to the statute in that case made and provided. And that her said Majesty, [or his said late Majesty,] being willing to give encouragement to all arts and inventions which might be for the public good, was graciously pleased to condescend to the petitioner's request, her said Majesty, [or his said late Majesty,] of her [or his] special grace, certain knowledge and mere motion, thereby gave and granted, and by the said letters patent for herself [or himself,] her [or his] heirs and successors, did give and grant unto the plaintiff, [or the said R. T.] his executors, administrators, and assigns, her said Majesty's, [or his said late Majesty's] licence, full power, sole privilege, and authority, that he the plaintiff, [or the said R. T.] his executors, administrators, and assigns, and every of them by himself and themselves, or by his and their deputy, or deputies, servants, or agents, or such others as he the plaintiff [or the said R. T.] his executors, administrators, or assigns, should at any time agree with, and no others from time to time and at all times thereafter during the term of years therein expressed, should and lawfully might make, use, exercise, and vend his said invention within that part of her said Majesty's [or his late Majesty's] United Kingdom of Great Britain and Ireland, called England, her Majesty's [or his said late Majesty's] dominion of Wales, and town of Berwick upon Tweed, [and in the islands of Jersey, Guernsey, Alderney, Sark, and Man, and also in all her said Majesty's, [or his said late Majesty's] plantations and colonies abroad,] in such manner as to him the plaintiff, [or the said R. T.] his executors, adminis-

(1) This recital must, of course, be made to agree with that contained in the patent.

trators, and assigns, or any of them should in his or their discretions seem meet, and that he the plaintiff, [or the said R. T.,] his executors, administrators, and assigns, should and lawfully might have and enjoy the whole profit, benefit, commodity, and advantage from time to time coming, growing, accruing, and arising, by reason of the said invention, for and during the term of years therein mentioned, to have, hold, exercise, and enjoy the said licence, powers, privileges, and advantages thereinbefore granted, or mentioned to be granted unto the plaintiff, [or the said R. T.,] his executors, administrators, and assigns, for and during, and unto the full end and term of fourteen years from the date of the said letters patent next and immediately ensuing, and fully to be complete and ended according to the statute in such case made and provided, and to the end that he the plaintiff, [or the said R. T.,] his executors, administrators, and assigns, and every of them, might have and enjoy the full benefit and the sole use and exercise of the said invention according to her said Majesty's [or his said late Majesty's] gracious intention thereinbefore declared, her said Majesty, [or his said late Majesty] did by the said letters patent for herself [or himself,] her [or his] heirs and successors, require and strictly command all and every person and persons, bodies politic and corporate, and all other her said Majesty's [or his said late Majesty's] subjects whatsoever of what estate, quality, degree, manner, or condition soever they were, within that said part of her said Majesty's [or his said late Majesty's] United Kingdom of Great Britain and Ireland, called England, her said Majesty's [or his said late Majesty's] dominion of Wales, and town of Berwick upon Tweed, [and in the said islands of Jersey, Guernsey, Alderney, Sark, and Man, and also in all her said Majesty's [or his said late Majesty's] colonies and plantations abroad aforesaid,] that neither they nor any of them at any time during the continuation of the said term of fourteen years thereby granted, either directly or indirectly, should make, use, or put in practice the said invention, or any part of the same so attained unto by the plaintiff [or the said R. T.] as aforesaid, nor in anywise counterfeit, imitate, or resemble the same, nor should make, or cause to be made, any addition thereunto, or subtraction from the same, whereby to pretend himself or themselves the inventor or inventors, deviser or devisors thereof, without the license, consent, or agreement of the plaintiff, [or the said R. T.,] his executors, administrators, or assigns, in writing under his or their hands and seals, first had and obtained in that behalf upon such pains and penalties as could or might be justly inflicted on such offenders for their contempt of that her said Majesty's [or his said late Majesty's] royal command, and further to be answerable to the plaintiff, [or the said R. T.,] his executors, administrators, and assigns, according to law, for his and their damages thereby occasioned. And moreover, her said Majesty, [or his said late Majesty,] by the said letters patent for herself [or himself,] her [or his] heirs and successors, willed and commanded all and singular the justices of the peace, mayors, sheriffs, bailiffs, constables, headboroughs, and all other officers and ministers whatsoever, of herself [or himself,] her [or

his] heirs and successors for the time being, that they or any of them did not, nor should at any time thereafter during the said term thereby granted, in anywise molest, trouble, or hinder the plaintiff, [or the said R. T.,] his executors, administrators, or assigns, or any of them, or his or their deputies, servants, or agents, in or about the due and lawful use or exercise of the aforesaid invention, or any thing relating thereto. And in which said letters patent (amongst other things) was and is contained a certain proviso whereby it was declared that in case the plaintiff [or the said R. T.,] should not particularly describe and ascertain the nature of his said invention, and in what manner the same was to be performed, by an instrument in writing under his hand and seal, and cause the same to be enrolled in her said Majesty's [or his said late Majesty's] High Court of Chancery within [six] calendar months next and immediately after the date of those letters patent, that then and in that case the said letters patent, and all liberties and advantages whatsoever thereby granted, should utterly cease, determine, and become void, any thing thereinbefore contained to the contrary thereof in anywise notwithstanding. And lastly, her said Majesty, [or his said late Majesty,] did by the said letters patent, for herself [or himself,] her [or his,] heirs and successors, grant unto the plaintiff, [or the said R. T.,] his executors, administrators, and assigns, that the said letters patent, or the enrolment or exemplification thereof should be in and by all things good, firm, valid, sufficient, and effectual in the law according to the true intent and meaning thereof, and should be taken, construed, and adjudged in the most favorable and beneficial sense, for the best advantage of the plaintiff, [or the said R. T.,] his executors, administrators, and assigns, as well in all her said Majesty's [or his said late Majesty's] Courts of record as elsewhere, and by all and singular the officers and ministers whatsoever of her said Majesty, [or of his said late Majesty,] her [or his] heirs and successors, in that part of her said Majesty's [or his said late Majesty's] United Kingdom of Great Britain and Ireland, called England, her said Majesty's [or his said late Majesty's] dominion of Wales and town of Berwick upon Tweed, [and in the islands of Jersey, Guernsey, Alderney, Sark, and Man, and also in all her said Majesty's [or his said late Majesty's] colonies and plantations abroad aforesaid,] and amongst all and every the subjects of her said Majesty, [or his said late Majesty,] her [or his] heirs and successors whatsoever and wheresoever, notwithstanding the not full and certain describing the nature or quality of the said invention, or of the materials thereto conducing and belonging: as by the said letters patent now produced and shown forth to the Court here under the said Great Seal of the said United Kingdom, reference being thereunto had, will (amongst other things) more fully and at large appear. And the plaintiff further saith, that he, the plaintiff, [or the said R. T.,] afterwards to wit, on the [first] day of [July,] in the year of our Lord, [1844,] in pursuance of the said proviso in that behalf in the said letters patent expressed and contained, by an instrument in writing, to wit, a specification under his hand and seal, did particularly describe and ascertain

*Preparation
and enrolment
of a specifica-
tion.*

the nature of his said invention, and in what manner the same was to be performed, and did afterwards and within [~~six~~] calendar months next and immediately after the date of the said letters patent, (to wit,) on the [*first*] day of [*July*] in the year of our Lord [1844], cause the said instrument in writing, to wit, the said specification, to be enrolled in her said Majesty's, [*or in his said late Majesty's*] High Court of Chancery, as by the enrolment of the said instrument in writing, to wit, the said specification, now remaining of record in the said High Court of Chancery more fully and at large appears.

[And the plaintiff further saith, that the said [*R. T.*] after the making of the said letters patent, and before the committing of the several grievances by the defendants hereinafter mentioned, and before the commencement of this suit, to wit, on the [*first*] day of [*August,*] in the year of our Lord [1844], by an indenture then made between the said [*R. T.*] of the one part, and the plaintiff, [*or X. Y.*] of the other part (which said indenture, sealed with the seal of the said [*R. T.*] he, the plaintiff now brings here into Court, the date whereof is the day and year last aforesaid), for the considerations therein mentioned, he, the said [*R. T.*], did assign [*(m)* one moiety, or one-third part (*as the case may be*) of and in] the said letters patent, and the liberties and privileges thereby granted unto the plaintiff [*or the said X. Y.*] his executors, administrators, and assigns, for the residue of the said term of fourteen years, as and for his and their own sole and absolute property, as by the said indenture reference being thereunto had, will amongst other things more fully and at large appear].

Assignment of the whole or a portion of the patent.

(*n*) [And the plaintiff further says, that after the making of the said indenture, and before the committing of the several grievances by the defendant hereinafter mentioned, and before the commencement of this suit, to wit, on the [*tenth*] day of [*October,*] in the year of our Lord [1844], by a certain other indenture then made between the said [*X. Y.*] of the one part, and the plaintiff [*or A. Z.*] of the other part, &c. (*Here state the second assignment in the same way as the first.*)]

Second or other assignment.

And the plaintiff further says, that [*(o)* the said [*R. T.*] always from the time of the making of the said letters patent until the time of the making of the said indenture of assignment [*firstly*, hereinbefore mentioned] by himself, his servants, or agents in that behalf, and by virtue, and in exercise of the said sole privilege so granted by the said letters patent as aforesaid, worked, used, exercised, and put in practice the said inven-

Exercise of privilege by the patentee, &c.

(*m*) These words are to be inserted when the assignment comprises only a portion of the patent privilege.

(*n*) If there be any other assignments under which the plaintiff or any one of the plaintiffs claims, they must be stated here.

(*o*) When the action is brought by

an assignee it is usual to allege that the former possessors of the patent exercised the exclusive privilege to their benefit and advantage; but it seems to be sufficient to allege that the plaintiff has exercised the privilege for his own profit.

tion, and made divers large quantities and numbers of articles and things according to and by means of the said invention, and sold and vended such articles and things to his great benefit, advantage, and profit; and the said [X. Y.] always from the time of the making of the said indenture [*firstly*, hereinbefore mentioned] until the time of the making of the said indenture [*secondly*, hereinbefore mentioned], by himself, his servants, or agents, in that behalf, and by virtue, and in exercise of the said sole privilege so granted by the said letters patent as aforesaid, worked, used, and put in practice the said invention, and made divers large quantities and numbers of articles and things according to and by means of the said invention, and sold and vended such articles and things to his great benefit, advantage, and profit; and that] he the plaintiff (p), hath always, from the time of the making of the said letters patent [*or* of the said indenture of assignment *lastly* hereinbefore mentioned] hitherto and to the time of the commencement of this suit, by himself, his servants, or agents in that behalf, and by virtue and in exercise of the said sole privilege so granted by the said letters patent, as aforesaid, worked, used, exercised, and put in practice the said invention, and made divers large quantities and numbers of articles and things according to and by means of the said invention, and sold and vended such articles and things to his great benefit, advantage, and profit. YET the defendant, well knowing the premises, but contriving and wrongfully and injuriously intending to injure the plaintiff, and to deprive him of the profits, benefits, and advantages which he might and otherwise would have derived, and acquired from the working, using, exercising, and putting in practice the said invention, and from the making, selling, and vending of such articles and things as aforesaid, after the making of the said letters patent [and of the said (last-mentioned) indenture of assignment] and within the said term of years in the said letters patent mentioned, and before the commencement of this suit, to wit, on the [*first*] day of [*January*], in the year of our Lord [1845], and on divers other days and times between that day and the commencement of this suit, within that part of the United Kingdom of Great Britain and Ireland, called England, unlawfully, unjustly, and injuriously, and without the leave, licence, consent, or agreement of the plaintiff [*or* of the plaintiff or of the said R. T.] (q), and against the will of the plaintiff, did work, use, exercise, and put in practice the said invention and divers, to wit, [*fifty*] parts of the said invention, in breach of the said letters patent, and against the said sole privilege thereby granted unto the plaintiff [*or* the said R. T.] his executors, administrators, and assigns, as aforesaid, whereby the plaintiff hath been and is greatly injured, and hath lost and been deprived of divers great

*1st Breach,
that defendant
did work, use,
exercise, and
put in practice
the invention.*

(p) The object of this allegation is to show that the plaintiff has been injured by the invasion of his privilege, and that the patent does not merely confer a bare right of no utility or benefit to the

plaintiff.

(q) The declaration ought to negative a licence by any person in whom the patent right appears by the declaration to have been vested.

gains, profits, and advantages which he might and otherwise would have derived and acquired from the said invention and privilege.

And the plaintiff further says, that the defendant well knowing the several premises aforesaid, but farther contriving and intending as aforesaid after the making of the said letters patent, [and of the said last-mentioned indenture,] and within the said term of years in the said letters patent mentioned, and before the commencement of this suit, to wit, on the [first] day of [January,] in the year of our Lord [1845] aforesaid, [or on the day and year last aforesaid,] and on divers other days and times between that day and the commencement of this suit in England aforesaid, unlawfully, unjustly, and injuriously, and without the leave, licence, consent, or agreement of the plaintiff, [or of the plaintiff or the said R. T.,] (r), and against the will of the plaintiff * made, manufactured, and fabricated divers, to wit, [one thousand Clocks, one thousand parts of Clocks, one thousand Watches, one thousand parts of Watches, one thousand Chronometers, one thousand parts of Chronometers, one thousand Time-keepers, and one thousand parts of Time-keepers:—or, one thousand Steam Engines, one thousand Stocking Looms, one thousand Braiding Machines, ten thousand yards of Cloth, ten thousand pairs of Gloves, &c. according to the nature of the invention,] according to and by means of the said invention, and in breach of the said letters patent, and against the said sole privilege thereby granted to the plaintiff, [or the said R. T.,] his executors, administrators, and assigns as aforesaid, whereby the plaintiff has been and is greatly injured, and hath lost and been deprived of divers great gains, profits, and advantages which he might and otherwise would have derived and acquired from the said invention and privilege.

2nd Breach, that defendant manufactured articles according to the invention.

And the plaintiff further says, that the defendant well knowing, &c. [commencement as in the second breach down to the *] sold, vended, and put off divers, to wit, [one thousand Clocks, &c. :—describe the articles in the same manner as in the second breach, ante,] in breach of the said letters patent, and against the said sole privilege, &c. [Conclude as in the second breach.]

3rd Breach, that defendant sold articles, &c.

And the plaintiff further says, &c., [commencement as in the second breach down to the *] did counterfeit, imitate, and resemble the said invention, and divers, to wit, [fifty] parts thereof, in breach of the said letters patent, &c. [Conclude as in second breach.]

4th Breach, that defendant counterfeited, &c.

And the plaintiff further says, &c., [commencement as in the second breach to the *] did make, and also cause and procure to be made, divers, to wit, [one hundred] additions to, and divers, to wit, [fifty] subtractions from the said invention, and from divers, to wit, [one hundred and fifty] parts thereof, whereby to pretend, and whereby the defendant did in fact pretend himself to be the inventor and deviser thereof, in breach of the said letters patent, &c. [Conclusion as in the second breach, ante.]

5th Breach, that defendant made additions to and subtractions from the invention, &c.

(r) Negative a licence by any former proprietor of the patent right as well as the plaintiff.

6th Breach,
that defendant
made and sold
counterfeit
articles.

And the plaintiff further says, &c., [commencement as in the second breach to the *] did make, manufacture, and fabricate, sell, and vend, and did cause, and procure to be made, manufactured, and fabricated, sold, and vended divers, to wit, [one thousand Clocks, &c. :—describe the articles in the same way as in the second breach, ante,] and divers, to wit, [one thousand parts of Clocks, &c. :—describe the articles as before,] which were intended to counterfeit, imitate, and resemble, and which did in fact counterfeit, imitate, and resemble the said invention, and divers, to wit, [fifty] parts thereof, in breach of the said letters patent, &c. [Conclusion as in the second breach.]

7th Breach,
the like in a
different form.

And the plaintiff further says, &c., [commencement as before,] did make, manufacture, and fabricate, sell, and vend, and did cause and procure to be made, manufactured, and fabricated, sold, and vended divers, to wit, [one thousand Clocks, &c.] and divers, to wit, [one thousand parts of Clocks, &c.] which were intended to counterfeit, imitate, and resemble, and which did in fact counterfeit, imitate, and resemble divers, to wit, [one thousand Clocks, &c.,] and divers, to wit, [one thousand parts of Clocks, &c.,] made, manufactured, and fabricated, according to, and by means of the said invention, and divers, to wit, [one thousand] parts thereof in breach of the said letters patent, &c. [Conclude as in the second breach.]

Conclusion.

To the damage of the plaintiff of [£10,000,] and thereupon he brings his suit, &c.

(No. 2.)

IN THE QUEEN'S BENCH.

Short form of
declaration in
an action by a
patentee.

The [ninth] day of [December,] &c.

DURHAM (s), (to wit,) [Anthony Barber,] the plaintiff in this suit, &c. [Commencement as in the last form, ante, p. 655.]

For that whereas our Lady the now Queen, before the commencement of this suit, and before the committing of the grievances by the defendant hereinafter mentioned, to wit, on the [first] day of [September,] in the [fourth] year of her reign, (being in the year of our Lord, 1840,) by her letters patent under her Great Seal of the United Kingdom of Great Britain and Ireland (and which said letters patent sealed with the said Great Seal, the plaintiff now brings into Court, and shows to the Court, here, the date whereof is a certain day and year therein mentioned, to wit, the day and year last aforesaid), did give and grant unto the plaintiff her said Majesty's especial licence, full power, sole privilege and authority, that he the plaintiff, his executors, administrators, and assigns, or such others as he or they should at any time agree with, and no others, from time to time, and at all times during the term of years therein expressed, to wit, the term of fourteen years, should and lawfully might make, use exercise, and vend within England, Wales, and the town of Berwick upon Tweed, [the islands of Jersey, Guernsey, Alderney, Sark, and Man, and

(s) The venue is transitory. Vide ante, p. 655. n. (h).

also all her said Majesty's colonies and plantations abroad,] an invention of [*improvements in machinery for manufacturing Elastic Fabrics,*] provided that the said plaintiff should cause a particular description of the nature of the said invention. and in what manner the same was to be performed, to be enrolled in her said Majesty's High Court of Chancery, within [*six*] calendar months next and immediately after the date of the said letters patent. And her said Majesty did by the said letters patent require and strictly command all and every person and persons, bodies politic and corporate, and all her subjects whatsoever within that part of the United Kingdom of Great Britain and Ireland, called England, her dominion of Wales, and town of Berwick upon Tweed, [the said islands of Jersey, Guernsey, Alderney, Sark, and Man, and also in all her said Majesty's said colonies and plantations abroad,] that neither they nor any of them at any time during the continuance of the term thereby granted, either directly or indirectly, should make, use, or put in practice the said invention, or any part of the same, nor in anywise counterfeit, imitate, or resemble the same, nor make, or cause to be made, any addition thereto or subtraction from the same, whereby to pretend himself or themselves the inventor or inventors, deviser or devisors thereof, without the licence, consent, or agreement of the plaintiff, his executors, administrators, or assigns, in writing under his or their hands and seals first had and obtained in that behalf as by the said letters patent under the said Great Seal now shown to the Court here, reference being thereunto had, will amongst other things more fully and at large appear. And the plaintiff further saith, that he did afterwards, to wit, on the [*first*] day of [*March,*] in the year of our Lord, [1841,] and within [*six*] calendar months next and immediately after the date of the said letters patent, in pursuance of the said proviso, and of the said letters patent, by an instrument in writing under his hand and seal, particularly describe the nature of the said invention, and in what manner the same was to be performed, and did also on the day and year last aforesaid, and within [*six*] calendar months next and immediately after the date of the said letters patent, cause the same instrument in writing under his hand and seal to be enrolled in her said Majesty's High Court of Chancery at Westminster, in the county of Middlesex, as by the said enrolment of the said instrument in writing, now remaining of record in the said High Court of Chancery, will amongst other things more fully and at large appear. AND the plaintiff saith that he hath always from the time of the granting of the said letters patent, and in exercise of the said privilege so thereby granted as aforesaid, worked, used, exercised, and put in practice the said invention, and made and manufactured articles and things by means of the same invention, and vended and sold such articles and things as he the plaintiff by means of the said letters patent was so entitled to do as aforesaid. YET the defendants well knowing the premises, but con- 1st Breach.
triving, and wrongfully, and injuriously intending to injure the plaintiff, and to deprive him of the profits, benefits, and advantages which he might and otherwise would have derived and acquired from the working,

using, exercising, and putting in practice of the said invention, and from the making and vending of such articles and things as aforesaid, after the making of the said letters patent, and within the said term of years in the said letters patent mentioned, to wit, on the [twentieth] day of [June,] in the year of our Lord, [1842,] and on divers other days and times between that day and the commencement of this suit, and within that part of the said United Kingdom called England, wrongfully and unjustly without the leave or licence, and against the will of the plaintiff, did work, use, exercise, and put in practice the said invention, and divers, to wit, [one hundred] parts thereof, in breach of the said letters patent, and of the said privilege thereby granted as aforesaid.

2nd Breach.

And the plaintiff further says, that the defendant, well knowing the several promises aforesaid, but further contriving and intending, as aforesaid, after the making of the said letters patent, and within the said term of years therein mentioned, to wit, on the day and year last aforesaid, and on divers other days and times between that day and the commencement of this suit in England aforesaid, wrongfully and unjustly, and without the leave or licence of the plaintiff, and against his will,* did make, manufacture, and fabricate divers, to wit, [500 Machines,] and divers, to wit, [500 parts of Machines,] according to and by means of the said invention, and in breach of the said letters patent, and of the said privilege thereby granted as aforesaid.

3rd Breach.

And the plaintiff further says, &c., [commencement as in the second breach to the *] did sell and vend divers, to wit, [500 Machines,] and divers, to wit, [500 parts of Machines,] in breach of the said letters patent, and of the said privilege thereby granted as aforesaid.

4th Breach.

And the plaintiff further says, &c., [commencement as before,] did make, manufacture, and fabricate, sell, and vend divers, to wit, [500 Machines,] and divers, to wit, [500 parts of Machines,] which were intended to imitate, counterfeit, and resemble, and which did in fact imitate, counterfeit, and resemble the said invention, and divers, to wit, [fifty] parts thereof, in breach of the said letters patent, and of the said privilege thereby granted as aforesaid.

Commence-

*ment of a second
count upon a
different
patent.*

Conclusion.

And whereas also heretofore, and before, and at the time, &c. [The residue of the count will be the same as in the preceding forms describing the patent as, certain other letters patent, &c.]

To the damage of the plaintiff of [£10,000,] and therefore he brings his suit, &c.

IN THE QUEEN'S BENCH [or COMMON PLEAS, or EXCHEQUER
OF PLEAS].

(No. 3.)
Commence-
ment of a plea.

THE [first] day of [November] in the year of our Lord [one
thousand eight hundred and forty-five.]

[Smith] } AND the defendant, by [Richard Roe] his attorney, [craves Oyer (t).
atq. } oyer of the said Indenture in the declaration mentioned, which is
[Jones.] } read to the defendant in these words, "This Indenture, &c."
(the deed, or so much of it as may be necessary for the defendant's purpose
must be stated,) which being read and heard, the defendant,] says that,
&c. [Here state the defence intended to be made by the plea.]

AND for a further plea in this behalf the defendant says that, &c. (No. 4.)
[Here state the matter of defence intended to be made by the plea.]

Commence-
ment of a
second plea.

AND, &c., [commencement as in form No. 3 or No. 4,] says, that her (No. 5.)
said Majesty [or his said late Majesty] did not [by the said supposed Non concessit.
letters patent in the declaration (or the said first count) mentioned] give
and grant unto the plaintiff, [or unto the said John Harris,] her [or his]
said Majesty's especial licence, full power, sole privilege, and authority
that he, the plaintiff, [or the said R. T.,] his executors, administrators,
and assigns, or such others as he or they should at any time agree with,
and no others, from time to time and at all times thereafter, during the
said term of years in the declaration [or the said first count] mentioned,
should, and lawfully might, make, use, exercise, and vend the said sup-
posed invention in the declaration [or the said first count] mentioned,
[and not disclaimed as in the declaration (or that count) mentioned,] in
manner and form as in the declaration in that behalf alleged. And of
this the defendant puts himself upon the country, &c.

AND, &c. [commencement as in form No. 3 or No. 4,] says, that her (No. 6.)
said Majesty [or his said late Majesty] did not by her [or his] said sup- The like in a
posed letters patent in the declaration [or the said first count] mentioned, shorter form.
make such gift and grant of licence, power, sole privilege and authority
as in the declaration [or the said first count] mentioned, unto the plaintiff,
[or the said John Harris,] his executors, administrators, and assigns, in
manner and form as in the declaration [or the said first count] in that
behalf above alleged. And of this the defendant puts himself upon the
country, &c.

AND, &c. [commencement as in form No. 3 or No. 4,] says, that the (No. 7.)
said supposed letters patent in the declaration mentioned were and are The like by
special traverse

(t) Vide ante, p. 262, respecting oyer of a patent.

after setting out certain letters patent in the words and of the tenor following, (that is to say,) Victoria, by the grace of God, of the United Kingdom, &c. [*Here set out the whole of the patent.*] Without this that her said Majesty [or his said late Majesty] did, by the said letters patent, give and grant unto the plaintiff, [*or the said John Harris,*] his executors, administrators, and assigns, &c. [*The remainder of the plea may be the same as in either of the last two forms.*]

(No. 8.) **Plea traversing the assignment to a plaintiff.** AND for a further plea in this behalf the defendant says, that the said [John Harris] did not assign [*transfer and set over*] the said supposed letters patent in the declaration [*or in the said first count*] mentioned, [*and all the liberties, privileges, profits, benefits, and advantages thereby granted,*] unto him the plaintiff; his executors, administrators, and assigns, in manner and form as the plaintiff hath thereof above in the declaration [*or the said first count*] in that behalf alleged. And of this the defendant puts himself upon the country, &c.

(No. 9.) **Patentee not the true and first inventor (a).** AND for a further plea in this behalf the defendant says, that the plaintiff [*or the said John Harris*] was not the true and first inventor of the said supposed invention in the [*first count of the*] declaration mentioned [*and not disclaimed as in the declaration (or the said first count) mentioned,*] in manner and form as the plaintiff hath above in the declaration [*or the said first count*] in that behalf alleged. And of this the defendant puts himself upon the country, &c.

(No. 10.) **Another form (b).** AND for a further plea in this behalf the defendant says, that the plaintiff [*or the said John Harris*] was not the true and first inventor of the said supposed invention in the [*first count of the*] declaration mentioned, [*and not disclaimed as in the declaration (or the said first count) mentioned,*] whereby, and by reason, and means whereof, the said supposed letters patent in the declaration [*or the said first count*] mentioned, and the said supposed gift and grant of privilege in the declaration [*or the said first count*] alleged to be thereby made, were and are null and void and of none effect. And this the defendant is ready to verify, &c.

(No. 11.) **Invention not such an im-** AND for a further plea in this behalf the defendant says, that the said supposed invention in the declaration [*or the said first count*] mentioned,

(a) This is the proper form of plea to adopt, when it is alleged in the declaration that the patentee was the true and first inventor. But when the declaration contains no such allegation, the next form of plea must be adopted.

(b) When the declaration does not

contain any averment that the patentee was the true and first inventor, the proper form of plea is (as here given) to allege that he was not the true and first inventor, and that by reason thereof, the patent is void, concluding with a verification.

[and not disclaimed is in the declaration (or that count) mentioned.] was not an invention of an improvement [in the construction of steam-engines] in manner and form as the plaintiff hath above thereof in the declaration [or in the said first count] in that behalf alleged. And of this the defendant puts himself upon the country, &c.

AND for a further plea in this behalf the defendant says, that before the making of the said supposed letters patent in the declaration [or the said first count] mentioned, to wit, on the [third] day of [May] in the year of our Lord, [1844], the plaintiff [or the said John Harris] by his petition in writing [mentioned in the declaration (or the said first count) and] recited in the said supposed letters patent, did represent and suggest unto her said Majesty, that the said supposed invention in the declaration [or the said first count] mentioned [and not disclaimed as in the declaration (or that count) mentioned] was an invention of ["improvements in, &c."] And the defendant further says, that her said Majesty, believing and confiding in, and also acting and proceeding upon the said representation and suggestion of the plaintiff, [or the said John Harris,] and in pursuance and in consideration thereof, did make the said supposed letters patent, and also the said supposed gift and grant of privilege in the declaration [or the said first count] alleged to have been made by the same supposed letters patent. And the defendant further says, that the said representation and suggestion so made by the plaintiff [or the said John Harris] to her said Majesty, as aforesaid, was false and untrue, and her said Majesty was thereby misinformed and deceived; and that the said supposed invention [in the declaration (or first count) mentioned and not disclaimed as in the declaration (or that count) mentioned] was not an invention of ["improvements in, &c."] in manner and form as by the plaintiff [or the said John Harris] so falsely and untruly represented and suggested unto her said Majesty, as aforesaid, whereby, and by reason and means whereof the said supposed letters patent, and gift and grant of privilege, in the declaration [or the said first count] mentioned, were and are null, void and of none effect. And this the defendant is ready to verify, &c.

(No. 12.)

That the patentee's suggestion respecting the invention being an improvement, is false (d).

(c) When the plaintiff inserts in his declaration any allegation that he had invented improvements of a particular description for which he afterwards obtained a patent, so much of the allegation as relates to the invention being improvements of the description stated may be traversed by a plea in this form.

(d) If the declaration does not set out the recital contained in the patent, and if the patent is not set out upon oyer, the suggestion made to the

crown will not appear upon the record, unless the defendant alleges it in his plea, and therefore the plea must be substantially in the form here given. In the case of *Morgan v. Seaward*, 2 M. & W. 544, the Court of Exchequer intimated an opinion that the ordinary form of plea (see the last form) would be held bad upon special demurrer, and it seems that the ordinary form ought not to be adopted, unless it happens to be a traverse of something actually alleged in the declaration.

(No. 13.)
Plea traversing
an allegation in
the declaration
respecting the
utility of the
invention (e).

AND for a further plea in this behalf the defendant says, that the said supposed invention in the declaration [or in the said *first count*] mentioned [and not disclaimed as in the declaration (or that count) mentioned] was not [and is not] of great use, benefit, and advantage to the public in manner and form as in the declaration [or the said *first count*] in that behalf alleged. And of this the defendant puts himself upon the country, &c.

(No. 14.)
Plea that in-
vention is of
no use to the
public (f).

AND for a further plea in this behalf the defendant says, that the said supposed invention in the declaration [or in the said *first count*] mentioned [and not disclaimed as in the declaration (or in that count) mentioned] was not at the time of the making of the said supposed letters patent in the declaration [or the said *first count*] mentioned, of any use, benefit, or advantage whatsoever to the public, whereby, and by reason and means whereof (g) the said supposed letters patent, and the said supposed gift and grant of privilege in the declaration [or the said *first count*] alleged to be made by the same supposed letters patent, were and are null and void and of none effect. And this the defendant is ready to verify, &c. (h)

(No. 15.)
Plea traversing
an allegation in
the declaration
that the inven-
tion was
new (i).

AND for a further plea in this behalf the defendant says, that the said supposed invention in the declaration [or in the said *first count*] mentioned [and not disclaimed as in the declaration (or that count) mentioned] was not, at the time of the making of the said supposed letters patent in the declaration [or in the said *first count*] mentioned, a new invention as to the public knowledge, use, and exercise thereof, in manner and form as in the declaration [or in the said *first count*] in that behalf alleged. And of this the defendant puts himself upon the country, &c.

(e) This form has sometimes been adopted when the declaration contained an allegation respecting the great utility of the invention. It is, however, very doubtful whether the plea in this form is not bad, unless indeed it appears upon the face of the declaration, that the patentee made a suggestion to the crown of which the plea would amount to a traverse. And the reason is, that any degree of utility is sufficient at law, to make an invention the proper subject of a patent privilege, but if it appears that there was any false suggestion made to the crown respecting the utility, the deceit which has been practised upon the crown will avoid the patent. See Chap. V. s. 3. *ante*, p. 132.

(f) This seems to be the proper

form of plea in every case in which it is intended to make a defence on the ground that the invention is not of any use to the public; and, therefore, not the legal subject of a patent privilege.

(g) This allegation is frequently but improperly omitted, and when omitted it is implied.

(h) The express or implied allegation of the plea that the patent is void, renders a verification necessary.

(i) This form of plea is only proper when it is expressly alleged in the declaration that the invention was new at the date of the patent. If the declaration does not contain such an allegation, the next form of plea ought to be adopted.

AND for a further plea in this behalf the defendant says, that the said (No. 16.) supposed invention in the declaration [or the said *first count*] mentioned Plea that in- [and not disclaimed as in the declaration (or that count) mentioned] was vention was not not, at the time of the making of the said supposed letters patent in the new (f). declaration [or the said *first count*] mentioned, a new invention as to the public knowledge, use, and exercise thereof, whereby, and by reason, and means whereof the said supposed letters patent, and the said supposed gift and grant of privileges in the declaration [or the said *first count*] alleged to have been made by the same supposed letters patent, were and are null and void and of none effect. And this the defendant is ready to verify, &c. (k)

AND for a further plea in this behalf the defendant says, that the said (No. 17.) supposed invention in the declaration [or the said *first count*] mentioned Plea that in- [and not disclaimed as in the declaration (or in that count) mentioned] vention is not a was not an invention of any manner of manufacture whereby, and by manufacture (l). reason and means whereof the said supposed letters patent in the declaration [or the said *first count*] mentioned, and the said supposed gift and grant of privilege in the declaration [or the said *first count*] alleged to have been made by the same supposed letters patent, were and are null and void and of none effect. And this the defendant is ready to verify, &c.

AND for a further plea in this behalf the defendant says, that the said (No. 18.) supposed privilege in the declaration [or the said *first count*] mentioned Plea that the [and not disclaimed as in the declaration (or in that count) mentioned] privilege is not was not and is not a privilege of the sole working or making of any a privilege of manner of manufacture whereby, and by reason and means whereof the making any said supposed letters patent, and the said supposed gift and grant of manufacture (m). privilege in the declaration [or the said *first count*] alleged to have been made by the same supposed letters patent, were and are null and void and of none effect. And this the defendant is ready to verify, &c.

AND for a further plea in this behalf the defendant says, that the (No. 19.)

Plea that the patentee did

(i) This is the proper form of plea when the declaration does not contain any allegation that the invention was new at the date or making of the patent.

(k) Vide *ante*, p. 668. (g) & (h).

(l) It is usual to raise the question whether an invention is of such a description as can legally be made the subject of a patent privilege, by a plea in the form here given. The next form

of plea, however, seems, to be more correct.

(m) This seems to be the proper form of plea for raising the defence that the privilege comprised in the patent is not such a privilege as can be granted within the meaning of the exception contained in the stat. 21 Ja. I. c. 3. s. 6. Vide *ante*, c. 5. s. 1. p. 77.

not by his specification describe his invention as alleged in the declaration (n).

plaintiff [or the said *John Harris*] did not, by the said instrument in writing under his hand and seal, commonly called a specification, and in the declaration [or the said *first count*] mentioned, particularly describe and ascertain the nature of the said supposed invention in the declaration [or the said *first count*] mentioned, [and not disclaimed as in the declaration (or in that count) mentioned,] and in what manner the same invention is to be performed in manner and form as in the declaration [or the said *first count*] in that behalf alleged. And of this the defendant puts himself upon the country, &c.

(No. 20.)
Plea that the patentee did not specify his invention, and that the patent is void (o).

AND for a further plea in this behalf the defendant says that (p) the plaintiff [or the said *John Harris*] did not by any instrument in writing under his hand and seal, particularly describe and ascertain the nature of the said supposed invention in the declaration [or the said *first count*] mentioned [and not disclaimed as in the declaration (or in that count) mentioned], and in what manner the same supposed invention is to be performed, whereby and by reason and means whereof, heretofore and before the commencement of this suit, and also before the committing of the said several supposed grievances in the declaration, [or the said *first count*] mentioned and after the expiration of [six] calendar months next and immediately after the date of the said supposed letters patent in the declaration [or in the said *first count*] mentioned, to wit, on the [second] day of [April] in the year of our Lord [1841], the said supposed letters patent, and all rights, liberties, privileges, and advantages thereby granted utterly ceased, determined, and became void. And this the defendant is ready to verify, &c.

(No. 21.)
Plea setting out, the specification and traversing the sufficiency of it (q).

AND for a further plea in this behalf the defendant says that the said supposed instrument in writing, under the hand and seal of the plaintiff, [or of the said *John Harris*,] commonly called a specification in the declaration [or in the said *first count*] mentioned, was, and is an instrument in writing [with certain drawings thereunto annexed, and which same instrument in writing was and is (r)] in the words, letters, and figures following, (that is to say,) "TO ALL TO WHOM THESE PRESENTS shall come, &c." [Here set out the whole of the specification]. And a

(n) This is the proper form of plea for merely traversing the sufficiency of the specification as alleged in the declaration.

(o) If the declaration should happen to contain no allegation respecting the specification which the defendant can traverse, so as to raise such an issue as desired, he ought to adopt this form, unless he intends to set out the specification in the plea.

(p) The declaration generally states

(more or less fully) the proviso requiring the specification, but if it is not sufficiently stated in the declaration, and the patent is not set out on oyer, the defendant ought to set it out in this plea.

(q) This is the proper form of plea where it is intended to set out the specification, vide *ante*, p. 276.

(r) The words between brackets here must be omitted if there are no drawings.

true copy of which said drawings are hereunto annexed (s). WITHOUT THIS THAT the plaintiff [or the said *John Harris*] did by the said instrument in writing, under his hand and seal, commonly called a specification, and in the declaration [or the said *first count*] mentioned, particularly describe and ascertain the nature of the said supposed invention in the declaration [or in the said *first count*] mentioned [and not disclaimed as in the declaration (or in the said *first count*) mentioned,] and in what manner the same invention is to be performed in manner and form as the plaintiff hath above in the declaration [or the said *first count*] alleged. And of this the defendant puts himself upon the country, &c.

AND for the further plea in this behalf the defendant says that the plaintiff [or the said *John Harris*] did not within [six] calendar months next and immediately after the date of the said supposed letters patent in the declaration [or the said *first count*] mentioned, cause the said supposed instrument in writing, under hand and seal of plaintiff, [or the said *John Harris*] commonly called a specification in the declaration [or the said *first count*] mentioned, to be enrolled in her said Majesty's High Court of Chancery, in manner and form as the plaintiff hath above in the declaration [or the said *first count*] in that behalf alleged. And of this the defendant puts himself upon the country, &c.

AND for a further plea in this behalf the defendant says that the plaintiff [or the said *John Harris*] did not within [six] calendar months next and immediately after the date of the said supposed letters patent in the declaration [or the said *first count*] mentioned, cause any instrument in writing, under the hand and seal of the plaintiff [or the said *John Harris*] particularly describing and ascertaining the nature of the said supposed invention in the declaration [or the said *first count*] mentioned, [and not disclaimed as in the declaration (or in the said *first count*) mentioned,] and in what manner the same supposed invention is to be performed, to be enrolled in her said Majesty's High Court of Chancery, whereby and by reason and means whereof, heretofore, and before the commencement of this suit, and also before the committing of the said several supposed grievances in the declaration [or the said *first count*] mentioned, and after the expiration of [six] calendar months next and immediately after the date of the supposed letters patent, to wit, on the [second] day

(s) Leave out these words if there are no drawings. But if there is a drawing, a copy must be annexed to the pleas.

(t) This is a proper form of plea for traversing the enrolment of the patentee's specification in the manuer alleged in the declaration. The next form is, however, that which is most

beneficial for the defendant, and that which is most generally adopted.

(u) The effect of this plea is to show that the patent has become void because the patentee has not enrolled any sufficient specification. This is the form of plea usually adopted for traversing the enrolment of a specification.

(No. 22.)

Plea denying the enrolment of a specification as alleged in the declaration (t).

(No. 23.)

Plea that patentee has not enrolled any sufficient specification (u).

of [November] in the year of our Lord [1842], the said supposed letters patent, and the said supposed licence, power, privilege, and authority in the declaration [or the said first count] mentioned, and all other rights, liberties, privileges, and advantages whatsoever granted by the same supposed letters patent, utterly ceased, determined, and became void. And this the defendant is ready to verify, &c.

(No. 24.)
Not guilty.

AND for a further plea in this behalf the defendant says, that he is not guilty of the said supposed grievances in the declaration [or the said first count] above laid to his charge, or any, or either of them, or any part thereof, in manner and form as the plaintiff hath thereof above in the declaration [or the said first count] complained against him, this defendant. And of this the defendant puts himself upon the country, &c.

IN THE QUEEN'S BENCH, [COMMON PLEAS, OR EXCHEQUER OF PLEAS.]

REPLICA-
TIONS.

(No. 25.)
Commence-
ment.

Similiter.

(Sec. 26.)

Commence-
ment of second
replication.

The [tenth] day of [April,] in the year of our Lord, [1844
[Jones] } AND the plaintiff as to the plea of the defendant by him
v. } [firstly] above pleaded;—and whereof he hath put himself
[Smith.] } upon the country, doth the like, [or saith that, here state the
matter of the replication.]

AND as to the plea of the defendant by him [secondly] above pleaded; —and whereof he hath put himself upon the country, the plaintiff doth the like, [or says that, here state the matter of the replication.]

(No. 27.)
Replication to
a plea alleging
that the paten-
tee was not the
true and first
inventor (x).

AND as to the plea of the defendant by him [secondly] above pleaded, the plaintiff says that he the plaintiff, [or the said John Harris,] was at the time of the making of the said letters patent in the declaration [or the said first count] mentioned, the true and first inventor of the said invention in the declaration [or the said first count] mentioned, [and not disclaimed as in the declaration (or in the said first count) mentioned.] And this the plaintiff prays may be enquired of by the country, &c.

(No. 29.)
Replication to
plea alleging
that the pa-
tentee made a
false sugges-
tion to the
Crown (y).

AND as to the plea of the defendant by him [fourthly] above pleaded, the plaintiff says that the said representation and suggestion so made to her said Majesty by the plaintiff, [or the said John Harris,] as in the said [fourth] plea mentioned, was not false and untrue, and her said Majesty was not thereby misinformed and deceived in manner and form as in the said [fourth] plea alleged. And this the plaintiff prays may be enquired of by the country, &c.

(x) See the Form of Plea, ante, p. 666, No. 10.

(y) See the Form of Plea, ante, p. 667, No. 12.

AND as to the plea of the defendant by him [*secondly*] above pleaded, (No. 29.)
 the plaintiff says, that the said invention in the declaration, [or in the said
first count] mentioned, [and not disclaimed as in the declaration (or the
 said *first* count) mentioned,] was, at the time of the making of the said
 letters patent in the declaration [or the said *first* count] mentioned, of
 use, benefit, and advantage to the public. And this the plaintiff prays
 may be enquired of by the country, &c. Replication to
 a plea alleging
 that the inven-
 tion is of no
 use and the
 patent void (z).

AND as to the plea of the defendant by him [*thirdly*] above pleaded, (No. 30.)
 the plaintiff says, that the said invention in the declaration [or the
 said *first* count] mentioned, [and not disclaimed as in the declaration
 (or the said *first* count) mentioned,] was, at the time of the making
 of the said letters patent in the declaration [or in the said *first* count]
 mentioned, a new invention as to the public knowledge, use, and exercise
 thereof. And this the plaintiff prays may be enquired of by the
 country, &c. Replication to a
 plea alleging
 that the inven-
 tion was not
 new and the
 patent void (a).

AND as to the plea of the defendant by him [*thirdly*] above pleaded, (No. 31.)
 the plaintiff says, that the said invention in the declaration [or in the
 said *second* count] mentioned, [and not disclaimed as in the decla-
 ration (or that count) mentioned,] was an invention of a certain manner of
 manufacture, to wit, of the manufacture in the declaration [or in the said
second count] mentioned. And this the plaintiff prays may be enquired
 of by the country, &c. Replication to a
 plea alleging
 that the inven-
 tion is not any
 manner of man-
 ufacture, and the
 patent therefore
 void (b).

AND as to the plea of the defendant by him [*secondly*] above pleaded, (No. 32.)
 the plaintiff says, that the said invention in the declaration [or in the
 said *first* count] mentioned, [and not disclaimed as in the declara-
 tion (or the said *first* count) mentioned,] was an invention of a certain
 manner of manufacture, to wit, of the manufacture mentioned in
 the declaration, [or in the said *first* count,] and described by the said
 instrument in writing, under the hand and seal of the plaintiff, [or the
 said *John Harris*,] as in the declaration [or the said *first* count] also men-
 tioned. WITHOUT THIS THAT the said invention was not an
 invention of any manner of manufacture whereby, and by reason and
 means whereof the said letters patent in the declaration [or the said *first*
 count] mentioned, were and are null, void, and of none effect in manner
 and form as in the said [*second*] plea in that behalf above alleged. And
 this the plaintiff prays may be enquired of by the country, &c. Special traverse
 to a similar
 plea (c).

(z) See the Form of Plea, *ante*, p. 668, No. 14.

(a) See the Form of Plea, *ante*, p. 669, No. 16.

(b) *Ibid*, No. 17.

(c) See the Form of Plea, *ante*, p. 669, No. 17. This form has occasionally been used, but it is doubtful whether a special traverse is applicable. See the last form.

(No. 33.) AND as to the plea of the defendant by him [*fourthly*] above pleaded, Replication to a plea alleging that the privilege is not for making any manner of manufacture (*d*). the plaintiff says, that the said privilege in the declaration [*or first count*] mentioned, [and not disclaimed as in the declaration (*or first count*) mentioned,] was and is a privilege of the sole working or making of a certain manner of manufacture, to wit, of the manufacture in the declaration [*or in the said first count*] mentioned. And this the plaintiff prays may be enquired of by the country, &c.

(No. 34.) AND as to the plea of the defendant by him [*eighthly*] above pleaded, Replication to plea alleging the want of any specification (*e*). the plaintiff says, that he the plaintiff [*or the said John Harris,*] did, by a certain instrument in writing, under his hand and seal, to wit, the said instrument in writing under his hand and seal in the declaration mentioned, particularly describe and ascertain the nature of the said invention in the declaration [*or in the said third count*] mentioned, [and not disclaimed as in the declaration [*or that count*] mentioned,] and in what manner the same invention is to be performed. And this the plaintiff prays may be enquired of by the country, &c.

(No. 35.) AND as to the plea of the defendant by him [*seventhly*] above pleaded, Replication to a plea that patentees did not enrol any specification (*f*). the plaintiff says that he the plaintiff [*or the said John Harris,*] did within [*six*] calendar months next and immediately after the date of the said letters patent in the declaration [*or the said first count*] mentioned, to wit, on the [*eighth*] day of [*October,*] in the year of our Lord, [1844,] by the said instrument in writing under his hand and seal in the declaration [*or the said first count*] mentioned, particularly describe and ascertain the nature of his said invention in the declaration [*or the said first count*] mentioned, [and not disclaimed as in the declaration (*or in that count*) mentioned,] and in what manner the same invention is to be performed. And did also afterwards and within [*six*] calendar months next and immediately after the date of the said letters patent, (to wit,) on the [*ninth*] day of [*October,*] in the year of our Lord, [1844,] [*or on the day and year last aforesaid,*] cause the said instrument, in writing, to be duly enrolled in her Majesty's High Court of Chancery at Westminster, in manner and form as in the declaration in that behalf above alleged. And this the plaintiff is ready to verify, &c.

(No. 36.) Rejoinder. The [*first*] day of [*May,*] in the year of our Lord, [1844.]
 [Smith] } AND the defendant as to the replication of the plaintiff to
 ats. } the plea of the defendant by him [*fourthly*] above pleaded, and
 [Jones.] } which the plaintiff hath prayed may be enquired of by the
 country, doth the like.

(*d*) See the Form of Plea, *ante*, p. 669, No. 19.
 669, No. 18.

(*f*) See the Form of Plea, *ante*, [

(*e*) See the Form of Plea, *ante*, p. 671, No. 23.

AND as to the replication of the plaintiff to the plea of the defendant (No. 37.) by him [*sistly*] above pleaded, and which the plaintiff hath prayed may The like. be enquired of by the country, the defendant doth the like.

IN THE QUEEN'S BENCH, [COMMON PLEAS, OR EXCHEQUER OF PLEAS.] (No. 39.)

Notice of objections.

Between [*Bryan Donkin,*] plaintiff,
and
[*Robert Anderson,*] defendant.

IN pursuance of the statute in such case made and provided, I hereby give you notice of certain objections upon which the defendant means to rely at the trial of this action. And that at the same trial the defendant, besides denying that her Majesty made any such letters patent, gift, grant, or privilege as in the declaration mentioned, and also denying that he has infringed the said supposed letters patent, or committed any of the supposed grievances in the declaration mentioned; will make and insist upon the several objections, matters, and things hereinafter respectively stated or mentioned:—And will object, contend, and insist,

That, &c. [*Here the several objections must be stated according to the circumstances of the case, after which add the following conclusion.*]

And that the defendant will also make and insist upon such other defences, and matters of defences, (other than objections to the said letters patent,) as respectively are, or shall, or may be mentioned or referred to in, or as, are, or shall, or may be admissible under all, or any one or more of the several pleas of the defendant in this action. Dated this [*first*] day of [*November,*] one thousand eight hundred and [*forty four.*]

To

Mr. [*W. H.*]
The plaintiff's attorney.

Yours, &c.

[*A. B.*]
Defendant's attorney.

[*Commencement and conclusion as in the last form.*]

(No. 39.)

That the writ of Privy Seal, or warrant of our Lady the Queen, upon, Various Forms or by virtue of which, the Lord High Chancellor caused to be made the of objections. said supposed letters patent, was delivered to the said Lord High Chancellor in Chancery on the [*nineteenth*] day of [*January,*] in the year of our Lord [*one thousand eight hundred and forty-four,*] and was entered of record in Chancery of the said day of the said delivery thereof to the said Chancellor. That the said Chancellor caused letters patent to be made upon the said writ or warrant, dated the [*twenty-first*] day of [*April,*] which was in the [*first*] year of the reign of her said Majesty, and long before the day of the said delivery of the said writ or warrant as aforesaid, contrary to the form of the statute in such case made and provided. By reason whereof the said supposed letters patent are void.

That the said supposed letters patent are void by reason of the petition of the plaintiff, [or of *A. B.*,] recited in the same letters patent, or by reason of the recital of the said petition in the same letters patent being false in the several particulars respectively mentioned in this notice, or some of them.

That the plaintiff, [or the said *A. B.*,] did not invent the said supposed invention in the said supposed letters patent mentioned.

That the said supposed invention was not communicated to the plaintiff, [or the said *A. B.*,] by a foreigner resident abroad.

That the plaintiff, [or the said *A. B.*,] was not at the time of the making of the said supposed letters patent the true and first inventor of the said supposed invention.

That the said supposed invention was not invented or found out by the plaintiff, [or the said *A. B.*,]

That the said supposed invention was not an invention of improvements in, &c. [*Here use the other words of the title or such of them as with the word improvements form the false representation.*]

That the said supposed invention was not applicable, &c. [*Here use such of the words of the title as may be necessary to show the false representation, as "in the manufacture of Ribbons."*]

That the said privilege was not a privilege of working or making any manner of manufacture.

That the said supposed invention was not an invention of any manner of manufacture.

That the said supposed invention was not at the time of the making of the said supposed letters patent an invention of a new manufacture.

That the said supposed invention was not at the time of the making of the said supposed letters patent a new invention as to the public knowledge, use, and exercise thereof.

That the said supposed invention at the time of the making of the said supposed letters patent was of no use, benefit, or advantage to the public.

That the said supposed invention was and is so trifling, worthless, or immaterial, that it was not, and is not proper or sufficient to be made the subject of such a gift or grant of privilege as in the declaration mentioned.

That the plaintiff, [or the said *A. B.*,] did not by the said specification or instrument in writing under his hand and seal in the declaration mentioned, particularly and sufficiently describe and ascertain the nature of the said supposed invention, and in what manner the same supposed invention was and is to be performed.

That the plaintiff, [or the said *A. B.*,] did not by the said specification sufficiently distinguish and point out which of the [*machinery parts and things*] therein mentioned, he claimed to have invented, and which of the said [*machinery parts and things,*] he did not claim to have invented or admitted to be old.

That the plaintiff, [or the said *A. B.*,] has not, in pursuance of the proviso or condition in that behalf contained in the said supposed letters patent, caused any specification or instrument in writing under the hand

and seal of the plaintiff, [or the said *A. B.*,] particularly and sufficiently describing and ascertaining the nature of the said supposed invention, and in what manner the same was and is to be performed, to be duly enrolled in Chancery.

I hereby certify, that this action was really brought to try a right besides the mere right to recover damages for the grievances for which the action has been brought. Dated this [fifth] day of [December, 1845.]

(Signed) [Denman.]

CERTIFI-
CATES.

(No. 40.)

Certificate that action was brought to try a right (g).

I hereby certify, that the validity of the within-mentioned letters patent came in question before me at the trial of this action. Dated this [ninteenth] day of [December, 1845.]

(Signed) [N. C. Tindal.]

(No. 41.)

Certificate under 5 & 6 W. IV. c. 83, s. 3, that validity of patent came in question (A).

I hereby certify, that this action was really brought to try a right, besides the mere right to recover damages for the grievances for which the action has been brought. And that the validity of the within-mentioned letters patent came in question before me at the trial of this action. Dated this [eleventh] day of [July, 1845.]

(Signed) [F. Pollock.]

(No. 42.)

The two last forms in one (i).

I hereby certify, that the record in a certain action wherein [*A. B.*] was plaintiff and [*C. D.*] was defendant, and also the certificate of the Right Honorable [*Lord Denman,*] Chief Justice of our Lady the Queen, thereon indorsed and bearing date the [first] day of [July, 1842] was this day given in evidence at the trial of this action, between the within-named parties before me. Dated this [twentieth] day of [May, 1845.]

(Signed) [J. Parke.]

(No. 43.)

Certificate that record in former action was given in evidence (k).

I hereby certify, that the plaintiff in this action ought not to have [treble costs, or] any more or other costs than the usual costs taxed as between party and party. Dated this [third] day of [December, 1845.]

(Signed) [Denman.]

(No. 44.)

Certificate that plaintiff ought only to have ordinary costs (l).

(g) This certificate must, under the stat. 3 & 4 Vict. c. 24, s. 1, be applied for immediately after the conclusion of the trial, for unless then obtained, the judge has no power to grant it afterwards. It must be indorsed on the back of the *nisi prius* record. Vide *ante*, p. 298.

(h) This certificate must be indorsed on the *nisi prius* record. Vide *ante*, p. 300.

(i) This will be found to be the form of certificate most generally useful, for a judge will rarely grant a certificate

under one of the statutes and refuse it under the other.

(k) The statute 5 & 6 W. IV. c. 83, s. 3, does not expressly require such a certificate as this, but without such a certificate there would be nothing to show that the record and certificate in the former action had been given in evidence so as to entitle the plaintiff to full costs. Vide *ante*, p. 300.

(l) This form of certificate is framed under the 5 & 6 W. IV. c. 83, sec. 3, as altered by the 5 & 6 Vict. c. 97, s. 1. By the first-mentioned enactment, a

(No. 45.) I hereby certify, that the defendant proved at the trial of this action before the (second, fourth, seventh, and eighth,) objections mentioned in his notice, and that he failed in proving the other objections mentioned in the said notice. Dated this [eighth] day of [December, 1845.]
 (Signed) [J. Patteson.]

Certificate that defendant has proved certain objections but failed in proving the others (m).

SECTION V.

Forms of Proceedings in Suits in Chancery, to restrain Infringements of Patents, and for Accounts of Profits lost by means of such Infringements.

(No. 1.) IN CHANCERY.

Bill in Chancery to restrain the infringement of a patent, and for an account of profits made by the infringement (n).

Master of the Rolls,
 [or Vice Chancellor of England,
 _____ Knight Bruce,
 or _____ Wigram.]

To the Right Honorable [John Singleton, Baron Lyndhurst, of Lyndhurst, in the County of Southampton,] Lord High Chancellor of Great Britain.

Humbly complaining, sheweth unto your Lordship, your orators [John Brown, of Nottingham, Lace Manufacturer, and Thomas Black, of the same place, Lace Manufacturer.] That before the making of the letters patent hereinafter mentioned, your orators [or A. B. of, &c., and C. D. of &c.] had invented [improvements in the manufacture of Lace,] which your orators [or the said A. B. and C. D.] then believed, and still believe to be, of great public utility. That your orators [or the said A. B. and C. D.] were the true and first inventors thereof, and the same invention had not before or at the time of the making of the said letters patent been publicly known, made, or used, by any other person or persons whomsoever, within this realm, [or was at the time of the making of the said letters patent a new invention, as to the public knowledge and use thereof within this realm.] That by letters patent under the Great Seal of the United Kingdom of Great Britain and Ireland, bearing date at Westminster, the [twenty-first] day of [June,] in the [third] year of the reign of her present Majesty. After reciting that your orators [or the said A. B. and C. D.] had, by their petition, humbly represented unto her said Majesty, (as the fact was,) that they had invented (o) ["improvements in the manufacture of Lace"] which

judge trying a second action respecting a patent is enabled to certify that the plaintiff ought not to have treble costs. But the Act secondly mentioned takes away treble costs, and gives instead "full and reasonable indemnity as to all costs, charges, and expenses, in-

curred in or about any action, suit, &c." Vide ante, 300, 304.

(m) Under 5 & 6 W. IV. c. 83, s. 6.

(n) Vide ante, p. 309.

(o) This allegation must state the recital as it is contained in the patent:

they believed to be of great public utility, that they were the first and true inventors thereof, and that the same invention had not been made or used by any other person or persons whomsoever, to their knowledge or belief, and that the petitioners therefore most humbly prayed that her said Majesty would be graciously pleased to grant unto them, their executors, administrators, and assigns, her said Majesty's letters patent, under the Great Seal of the said United Kingdom, for the sole use, benefit, and advantage, of their said invention, within that part of the said United Kingdom called England, the dominion of Wales, and town of Berwick upon Tweed, [and the islands of Jersey, Guernsey, Alderney, Sark, and Man, and also all her said Majesty's Colonies and Plantations abroad] for the term of fourteen years, pursuant to the statute in such case made and provided, and that her said Majesty being willing to give encouragement to all arts and inventions which might be for the public good, was graciously pleased to condescend to the petitioner's request,] her said Majesty did by her said letters patent [of her especial grace, certain knowledge, and mere motion,] for herself, her heirs, and successors, give and grant unto your orators, their executors, administrators, and assigns, her said Majesty's especial licence, sole privilege, and authority, that your orators, [or the said *A. B. and C. D.*] their executors, administrators, and assigns, and every of them, by themselves or by their deputy or deputies, servants, or agents, or such others as your orators, [or the said *A. B. and C. D.*] their executors, administrators, or assigns, should at any time agree with and no others, from time to time and at all times thereafter, during the term of years therein expressed, should, and lawfully might make, use, exercise, and vend, their said invention within England, Wales, and Berwick upon Tweed, [and the islands of Jersey, Guernsey, Alderney, Sark, and Man, and also all her said Majesty's Colonies and Plantations abroad] in such manner as to your orators, [or the said *A. B. and C. D.*] their executors, administrators, and assigns, or any of them, should in their or any of their discretions seem meet. And that your orators should and lawfully might have and enjoy the whole profit, benefit, commodity, and advantage from time to time, coming growing, accruing, and arising by reason of the said invention, for and during the term of years therein mentioned. To have, hold, exercise and enjoy the said licence, powers, privileges and advantages, thereinbefore granted or mentioned to be granted unto your orators, [or the said *A. B. and C. D.*] their executors, administrators, and assigns for and during, and unto the full end and term of fourteen years from the date of the said letters patent, then next and immediately ensuing, and fully to be complete and ended according to the statute in such case made and provided. And to the end that your orators, [or the said *A. B. and C. D.*] their executors, administrators, and assigns, and every of them might have and enjoy the full benefit, and the sole use and exercise of the said invention; according to her said Majesty's gracious intention thereinbefore declared, her said Majesty did by the said letters patent for herself, her heirs, and successors, require and strictly command all and

every person and persons, bodies politic and corporate, and all other her subjects whatsoever of what estate, quality, degree, name or condition soever they be within England, Wales, [the islands of Jersey, Guernsey, Alderney, Sark, and Man, and also in all her said Majesty's Colonies and Plantations abroad] that neither they nor any of them at any time during the continuance of the said term of fourteen years, thereby granted either directly or indirectly, do make, use, or put in practice the said invention or any part of the same so attained unto by your orators, [or the said *A. B. and C. D.*,] as aforesaid, nor in anywise counterfeit, imitate, or resemble the same, nor should make or cause to be made any addition, thereunto or subtraction from the same, whereby to pretend himself or themselves the inventor or inventors, deviser or devisors thereof, without the consent, licence, or agreement of your orators, [or the said *A. B. and C. D.*,] their executors, administrators, or assigns in writing under their hands and seals first had and obtained in that behalf. And in which said letters patent was contained amongst other things, a condition or proviso whereby it was declared, that if your orators, [or the said *A. B. and C. D.*,] or the one of them, should not particularly describe and ascertain the nature of the said invention, and in what manner the same is to be performed by an instrument in writing under the hands and seals of your orators, [or of the said *A. B. and C. D.*,] or the hand and seal of the one of them, and cause the same to be enrolled in her said Majesty's High Court of Chancery within [six] calendar months next, and immediately after the date of the said letters patent, then the said letters patent and all liberties and advantages whatsoever thereby granted, should utterly cease, determine and become void, any thing thereinbefore contained to the contrary thereof in anywise notwithstanding, as by the said letters patent, and the enrolment thereof (now remaining of record in this honourable Court) when produced, will more fully and at large appear; and for greater certainty as to the language, contents, purport, and effect of the said letters patent, your orators crave leave to refer thereto, or to the said enrolment thereof, or to such copy or copies of the same letters patent, and enrolment respectively, as can be received in evidence when the same are respectively produced to this honourable Court, and to the same extent as if the same letters patent had been herein set forth fully and verbatim. [*If brevity is desirable the patent grant may be stated thus,*] her said Majesty did by her said letters patent give and grant the sole privilege of using exercising and vending the said invention within England, Wales, and Berwick upon Tweed [and in the islands of Jersey, Guernsey, Alderney, Sark, and Man, and also in all her Majesty's Colonies and Plantations abroad] and the whole profit, benefit and advantage of the said invention unto your orators, [or the said *A. B. and C. D.*,] their executors, administrators, and assigns for and during the term of fourteen years, then next ensuing, subject [amongst other things] to a proviso that if your orators [or the said *A. B. and C. D.*,] or the one of them should not particularly describe and ascertain the nature of the said invention, and in what

manner the same is to be performed by an instrument in writing under the hands and seals of your orators, [or the said *A. B. and C. D.*,] or the hand and seal of the one of them, and cause the same to be enrolled in Chancery within [six] calendar months next after the date of the said letters patent, then the said letters patent and all liberties and advantages thereby granted should cease, determine and become void, as by the said letters patent, and the enrolment thereof, &c.] And your orators further show that in compliance with the said [last-mentioned] proviso, your orators [or the said *A. B. and C. D.*,] did by a specification or instrument in writing under the hands and seals of your orators, [or of the said *A. B. and C. D.*, or under the hand and seal of the said *J. B. or C. D.*, as the case may be] dated the [twenty-first] day of [December,] A. D., [1839,] particularly describe and ascertain the nature of the said invention, and in what manner the same was to be performed, and did also cause the said specification or instrument in writing to be enrolled in the said High Court of Chancery on the said [twenty-first] day of [December,] A. D., [1839,] and within [six] calendar months next, [and immediately] after the date of the said letters patent, [(p), and in which said specification or instrument in writing the said invention is described and ascertained in and by the [drawing or drawings therein mentioned or contained, and the] words, letters and figures following, (that is to say,) ["Now know ye that in compliance, &c." [Here insert the description of the invention contained in the specification from those words down to the end verbatim.] And a true copy of which said drawing (or drawings) is (or are) hereunto annexed] as by the said specification or instrument in writing, and the enrolment thereof now remaining of record in this honourable Court, when produced will more fully and at large appear, and for greater certainty as to the words, letters and figures, purport and effect of the said specification or instrument in writing, and the said enrolment thereof, your orators crave leave to refer to the said specification, and the enrolment thereof, and to such copy or copies of the same specification or instrument in writing and enrolment, respectively, as can or may be received in evidence, and to the same extent as if the same specification or instrument in writing and enrolment had been herein set out fully and verbatim. And your orators further show that by a disclaimer and memorandum of alteration under the hands and seals of your orators, [or of the said *A. B. and C. D.*,] bearing date the [ninth] day of [August,] A. D., [1841,] your orators, [or the said *A. B. and C. D.*,] did disclaim, &c., [here set out the disclaimer,] and your orators [or the said *A. B. and C. D.*,] did alter, &c. [Here in like manner state the alteration.] And your orators further show that your orators, [or the said *A. B. and C. D.*,] having first obtained the leave of Sir [William Webb Follett,] Knight, her said Majesty's Solicitor-general certified by his

(p) It is not necessary to set out the specification, but it is generally advisable to do so, particularly if the spe-

cification is not long. Vide ante, p. 309.

fiat, dated the [seventh] day of [August,] A. D., [1841,] and his signature to the said *fiat*, did afterwards, that is to say, on the [tenth] day of [August,] A. D., [1841,] enter the said disclaimer and memorandum of alteration with the clerk of the patents of England, and the same disclaimer and memorandum of alteration, was then filed by the said clerk of the patents, and was also enrolled with the said specification in this honourable Court, as by the said disclaimer and memorandum of alteration, and entry thereof and also the said *fiat* now remaining in the custody of the said clerk of the patents, and by the enrolment of the said disclaimer and memorandum of alteration now remaining of record in this honourable Court, when produced, will more fully and at large appear, and for greater certainty as to the words, letters and figures, purport and effect of the said disclaimer and memorandum of alteration, and the said *fiat* and the said entry, and enrolment thereof respectively, your orators crave leave to refer to the said disclaimer and memorandum of alteration, and *fiat* respectively, and the said entry and enrolment respectively, and to such copy or copies thereof respectively, as can or may be received in evidence, and to the same extent as if the same respectively had been herein set out fully and verbatim. And your orators further show that the said disclaimer and memorandum of alteration were not, nor was either of them or any part thereof, such disclaimer and memorandum of alteration, disclaimer or memorandum of alteration, as could or should extend the exclusive right granted by the said letters patent, and that the said disclaimer and memorandum having by and with such leave as aforesaid, certified as aforesaid been so entered, filed and enrolled as aforesaid, the same disclaimer and memorandum thereupon and by virtue of the statute in such case made and provided, respectively became and were, and were respectively from thenceforth to be deemed and taken to be part of the said letters patent, and specification respectively in all Courts whatsoever, [And your orators further show that by an indenture of assignment dated the [14th] day of [March,] A. D., [1843,] and made or expressed to be made between the said [A. B. and C. D.,] of the one part, and your orators of the other part, for the consideration therein expressed, the said especial licence, privileges, profits, benefits and advantages, granted by the said letters patent, and also the said letters patent were assigned unto your orators, their executors, administrators, and assigns, for all the then residue of the said term of fourteen years, granted by the said letters patent, and all other the term and interest of them the said [A. B. and C. D.,] therein as by the said indenture of assignment, when produced, will more fully and at large, appear, and for greater certainty as to the language, words, purport, and effect, of the same indenture, your orators crave leave to refer to the same indenture, and to such copy or copies thereof as can or may be received in evidence, and to the same extent as if the same indenture had been herein set forth, fully and verbatim.] And your orators further show unto your Lordship, that after the making of the said letters patent, and from thence [until the making of the said indenture of assign-

ment, the [said *A. B. and C. D.*] by themselves or their agents, worked, used, exercised, and put in practice the said invention, and that after the making of the said indenture of assignment, and from thence] until the present time, your orators [by themselves or their agents] have worked, used, exercised, and put in practice, the said invention, and vended and sold divers articles and things made according to the same invention, and your orators have thereby made considerable profits; and your orators expected that they should have continued in the uninterrupted enjoyment of the said patent rights and privileges, and of the profits, benefits, and emoluments, derivable therefrom, during the residue of the said term of fourteen years. BUT NOW SO IT IS, may it please your Lordship that [*John Dobson, of Foyle Street, Derby, in the County of Derby, Lace Maker*] defendant, hereto combining and confederating with divers other persons, at present to your orators unknown, to defeat your orators' said patent rights and privileges; and to injure and prejudice your orators in the exercise of their said patent rights and privileges, and to hinder and prevent them from having and receiving the profits, emoluments, benefits, and advantages, which they might, and otherwise, and but for the misconduct of the defendant, and the committing of the grievances and injuries by the said defendant, hereinafter named, your orators would have made by the exercising of their said patent rights and privileges; and also otherwise to injure your orators; after the making of the said letters patent [and after the making of the said indenture of assignment] within the said term of fourteen years, granted by the said letters patent, and within that part of the said United Kingdom, called England, wrongfully and injuriously, and without the leave, licence, consent, or agreement of your orators [or of the said *A. B. and C. D.*] on divers days and times since the making of the said letters patent [and indenture of assignment respectively] (that is to say) on [or since] the [31st] day of [*March*] A. D. [1843] and on divers days and times thereafter and continually until and up to the present time, has worked, used, exercised, and put in practice, and is now working, using, exercising, and putting in practice the said invention, and has made, manufactured, and fabricated, and still, and now is making, manufacturing, and fabricating, large numbers and quantities of [*here describe the various articles made by the defendant*] according to, and by means of the said invention, and also large numbers and quantities of [*here again mention the articles made by the defendant*] which were and are intended to counterfeit, imitate, or resemble, or which do, in fact, counterfeit, imitate, or resemble the said invention, and also [*here again mention the names of the articles*] made according to, or by means of the said invention, in breach of the said letters patent, and the said sole privilege so granted thereby as aforesaid. And your orators further show that the said defendant wrongfully and injuriously, and without any such leave, licence, consent, or agreement, as aforesaid, and in breach of the said letters patent, and against the said sole privilege so granted thereby as aforesaid, hath also vended, and sold, and still and now is vending and selling large quantities and numbers of the said several [*again mention*

the names of the several articles] so made, manufactured, and fabricated as aforesaid, and by means of such working, using, exercising, and putting in practice the said invention, and by making, manufacturing, fabricating, vending, and selling the said several [*again mention the names of the several articles*] the said defendant has made and still is making great gains and profits; and the defendant, by the means aforesaid, and otherwise, has greatly injured, and still is greatly injuring your orators, and hath deprived, and still is depriving your orators of, and hath prevented and still is preventing your orators from making, obtaining, and receiving divers great gains and profits, which your orators otherwise, and but for the said wrongful acts of the said defendant would have made, obtained, and received: And your orators charge that they your orators [*or the said A. B. and C. D.*] were the true and first inventors of the said invention, and that at the respective times of such discovery, and of their application for, and also of the making of the said letters patent, the said invention was new as to the public knowledge and use thereof in this realm, and was then, and is now, highly useful and beneficial to the public. And your orators further show to your Lordship that the said defendant sometimes pretends that the said letters patent at the time of the making thereof, and the said grant of privilege thereby made, were, and still are, null and void, whereas your orators' charge that the said letters patent and grant of privilege were and still are, good, valid, and sufficient in law. And the said defendant also sometimes pretends that the said several [*here mention the various articles as before*] so made, manufactured, fabricated, vended, and sold by the defendant as aforesaid, were entirely different from articles made or manufactured according to, or by means of the said invention; whereas, your orators charge the contrary to be true, and that the several [*here again mention the various articles*] so made, manufactured, fabricated, vended, and sold by the defendant, as aforesaid, were so made, manufactured, fabricated, vended, and sold in violation of your orators' said patent rights and privileges, and that the said defendant did thereby infringe and evade, and that he is still infringing and evading your orators' said patent rights and privileges; and although your orators have by themselves, their solicitors, and agents, frequently applied to the said defendant to desist from such proceedings as aforesaid, and to account with your orators for the profits which he has made thereby, yet the said defendant wholly refuses so to do: And your orators further charge that by divers other ways and means, at present unknown to your orators, the said defendant has been, and is infringing and evading your orators' said patent rights and privileges: And your orators further charge that by all and every of the acts, ways, means, infringements, and evasions; aforesaid, your orators have sustained, and are still sustaining heavy loss and injury: And your orators further charge that the said defendant ought to discover and set forth a full, true, and particular list, schedule, account, and history of all and every of the aforesaid various ways, means, infringements, and evasions aforesaid, and particularly of all and every of the various [*here again mention the various articles as before*] articles and

things by, for, or on the behalf of the said defendant, directly or indirectly made, manufactured, fabricated, counterfeited, imitated, vended, and sold, in breach of the said letters patent, or against the said sole privilege so granted thereby, as aforesaid, and also of all and every of the monies, gains and profits by the defendant directly or indirectly, made, received, or obtained by such making, manufacturing, fabricating, vending, selling, counterfeiting, imitating, resembling, vending, and selling, as aforesaid, and by all and every or any of the infringements, evasions, ways, means, matters, and things hereinbefore mentioned, particularly specifying all and every of the full particulars relating to all and every of the matters and things aforesaid. And your orators further charge that the said defendant ought to be restrained by the order and injunction of this Honourable Court from working, using, exercising, and putting in practice the said invention, and from making, manufacturing, fabricating, vending, and selling such [*enumerate the articles as before*] articles and things as aforesaid; and from counterfeiting, imitating, and resembling the said invention, and from adding to, and subtracting from the said invention, and also from violating, infringing, or evading your orators' patent rights and privileges, or any of them, in anywise howsoever. And that the said defendant ought also to be compelled to render an account of all and every of the aforesaid various [*enumerate the articles*] articles and things made, manufactured, fabricated, vended, and sold by the said defendant from and after the making of the said indenture of assignment up to the present time, and of all and every of the monies, gains, and profits by the said defendant directly or indirectly made, received, or obtained thereby. And your orators further charge that the said defendant has now, or lately had, in his possession, custody, or power, divers books, accounts, letters, papers, documents, and writings, wherefrom such accounts as aforesaid may be obtained, and whereby, if produced, the truth of the matters aforesaid, or of some of them, will appear, and that the said defendant ought to discover and produce the same, and deposit the same with his Clerk in Court or otherwise, for the purpose of this suit, and your orators further charge that your orators did not until the [*thirty-first*] day of [*October*] now last past, obtain or receive any conclusive or certain evidence or information of the said conduct of the said defendant, or of his infringement of your orators' said patent rights and privileges, since which said last-mentioned time your orators have used due diligence in bringing the matters hereinbefore mentioned to the cognizance of this Honourable Court. And your orators although greatly injured, can have relief in a Court of Equity alone.

TO THE END THEREFORE, that the said defendant may, if he can, show that your orators should not have the relief hereby prayed, and may, upon a corporal oath, and according to the best and utmost of his knowledge, remembrance, information, and belief, full, true, direct, and perfect answer make to such of the several interrogatories hereinafter numbered and set forth, as by the note hereunder written, he is required to answer, (that is to say),

1. Whether before and at the time before, or at the time of the making of the said letters patent, or some other and what letters patent, or before, or at some other, and what time, your orators, [or the said *A. B. and C. D.*,] had not invented the said [improvements in the manufacture of *Lace*,] or some other, and what [improvement or improvements in the manufacture of *Lace*,] and if not, how is the contrary made out or how otherwise, and who invented the said improvements.

2. Whether the said invention, or some, and what part or parts thereof was not, or were not, at the time of the making of the said letters patent, or some other, and what letters patent, or at some other and what time of great or some, and what public utility, and if not, how is the contrary made out, or how otherwise.

3. Whether your orators, [or the said *A. B. and C. D.*,] were not at the time of the making of the said letters patent, or some other, and what letters patent, or at some other, and what time the true and first, true or first inventors within this realm, of the said [improvements in the manufacture of *Lace*,] or of some other, and what [improvements or improvement in the manufacture of *Lace*,] and if not, how is the contrary made out, or how otherwise, and who was or were the true and first inventor or inventors thereof.

4. Whether the said invention, or some, and what part or parts thereof was not, or were not, at the time of the making of the said letters patent, or some other, and what letters patent, or at some other, and what time, a new invention within this realm, as to the public knowledge, use, and exercise, public knowledge, use, or exercise thereof, and if not, how is the contrary made out, or how otherwise.

5. Whether such letters patent of such date, and to such purport and effect as aforesaid, were not duly made and granted to your orators, [or the said *A. B. and C. D.*,] or if not, how is the contrary made out, or how otherwise.

6. Whether in compliance with the said proviso or condition, in that behalf, or whether in fact your orators, [or the said *A. B. and C. D.*,] did not by such specification, or instrument in writing, as aforesaid, or by some and what other specification or instrument in writing under their hands and seals, or under the hand and seal of one, and which of them, particularly describe and ascertain the nature of the said invention, and in what manner the same was to be performed, or if not, how is the contrary made out, or how otherwise.

7. Whether your orators, [or the said *A. B. and C. D.*,] or the one, and which of them, did not at the time aforesaid, and within [six] calendar months next and immediately after the date of the said letters patent, cause the said specification or instrument in writing under their hands and seals, or under the hand and seal of the one, and which of them, or some other, and what specification or instrument in writing under their hands and seals, or under the hand and seal of one, and which of them to duly be enrolled in the said High Court of Chancery, or when else or if not, how is the contrary made out, or how otherwise.

8. Whether in the said specification or instrument in writing, or some other, and what specification or instrument in writing there were not expressed or contained the words, letters, and figures hereinbefore set forth, or some other, and what words, letters, and figures, or if not, how is the contrary made out, or how otherwise.

9. Whether in the said disclaimer and memorandum of alteration under the hands and seals of your orators, [or the said *A. B. and C. D.*,] or in some other, and what disclaimer and memorandum of alteration, disclaimer or memorandum of alteration, it was not expressed or mentioned, that your orators, [or the said *A. B. and C. D.*,] did thereby disclaim, and whether your orators, [or the said *A. B. and C. D.*,] did not in fact thereby disclaim such parts of the said title and specification, title or specification respectively as aforesaid, or some other, and what part or parts of the said title and specification respectively, and if not, how is the contrary made out, or how otherwise. And whether in or by the said disclaimer and memorandum of alteration, under the hands of your orators, [or the said *A. B. and C. D.*,] or in some other, and what disclaimer and memorandum of alteration, disclaimer or memorandum of alteration or instrument, it is not expressed or mentioned that your orators, [or the said *A. B. and C. D.*] did thereby, and whether your orators, [or the said *A. B. and C. D.*] did not in fact thereby alter the said title of the said invention and specification, title or specification in such manner as hereinbefore mentioned, or in some other and what manner, and if not, how is the contrary made out, or how otherwise. And whether your orators, [or the said *A. B. and C. D.*] did not obtain such leave as aforesaid, or some other, and what leave of or from her said Majesty's said Attorney [or Solicitor] General, or some other, and what leave and whether such leave as aforesaid, or some other, and what leave was not certified by such fiat and signature as aforesaid, or by some other, and what fiat and signature, fiat or signature, of such date as aforesaid, or of some other, and what date, and if not, how is the contrary made out, or how otherwise. And whether your orators, [or the said *A. B. and C. D.*,] did not, after having first obtained such leave as aforesaid, or some other, and what leave, and on, or at such day and time as aforesaid, or on, or at some other, and what day and time, day or time, enter the said disclaimer and memorandum of alteration, or some other, and what disclaimer and memorandum of alteration, disclaimer or memorandum of alteration, with the clerk of the patents of England, or some other, and what clerks or clerk, persons or person. And whether the said disclaimer and memorandum of alteration, or some other, and what disclaimer and memorandum of alteration, disclaimer or memorandum of alteration, was not entered, filed, and enrolled, entered, filed, or enrolled in manner aforesaid, or in some other, and what manner, at such time as aforesaid, or at some other, and what time or times, and if not, how is the contrary made out, or how otherwise.

10. [Whether such Indenture, dated the [fourteenth] day of [March] A. D. [1843] made between such parties, and to such purport and effect as

aforesaid, or some other and what Indenture, or deed, or instrument of assignment, or transfer was not duly made and executed between such parties as aforesaid, or some other and what parties, and to such purport and effect as aforesaid, or some other and what purport and effect, purport or effect, [and whether the said *A. B. and C. D.*] did not by the said Indenture of the [*fourteenth*] day of [*March,*] A. D. [1843,] or by some other and what Indenture, or deed, or instrument, assign the said especial licence, privileges, and letters patent, especial licence, privilege, or letters patent, or some and what parts or part, shares or share thereof, unto your orators, or one and which of them. And whether your orators, or one and which of them, did not on the said [*fourteenth*] day of [*March*] A. D. [1843,] or at some other and what time become possessed of and entitled unto possessed of or entitled unto the said especial licence, privilege, and letters patent, licence, privilege, or letters patent, or some and what parts or part thereof respectively, and if not how is the contrary made, or how otherwise.]

11. [Whether the said [*A. B. and C. D.*] or some and what person or persons for or on behalf of, or in trust for, or as agent or agents for the said [*A. B. and C. D.*] or one and which of them, or how otherwise, have not or has not, and from the time of the making of the said letters patent, or from some other and what time, and until the making of the said Indenture, or until some other and what time worked, used, exercised, put in practice, and vended, or worked, or used, or exercised, or put in practice, or vended, the said invention, or divers, or some and what part or parts thereof, or if not how is the contrary made out, or how otherwise.]

12. Whether your orators, or some and what person or persons for or on the behalf of, or in trust for, or as agent or agents for your orators, or how otherwise, have not or has not, and from what time, and until and up to what time, and when last worked, used, exercised, put in practice, and vended, or worked, or used, or exercised, or put in practice, or vended, and are not or is not now working, using, exercising, putting in practice, and vending, or working, or using, or exercising, or putting in practice, or vending the said invention, or divers or some and what part or parts thereof, or if not, how is the contrary made out, or how otherwise.

13. Whether your orators, or some and what person or persons for, or on behalf of, or in trust for, or as agent or agents, for your orators, or how otherwise, have not or has not, made, manufactured, fabricated, vended, and sold, or made, or manufactured, or fabricated, or vended, or sold, and are not or is not, still making, manufacturing, fabricating, vending, and selling, or making, or manufacturing, or fabricating, or vending, or selling, divers, or some and what quantities or quantity, numbers or number, or divers, or some or what [*enumerate the articles*] articles and things, [*again mention each of the articles*] article or thing, according to, and by means of, or according to or by means of the said invention, in the said specification described or mentioned, or according to, or by means of some and what parts or part of the said invention, or if not, how is the contrary made out or how otherwise.

14. Whether your orators have not made considerable, or some and what profits or profit, by such manufacture and sale, or by such manufacture or sale as aforesaid, and if not, how is the contrary made out, or how otherwise.

15. Whether the said defendant, or some and what person or persons on his behalf, without any leave, licence, consent, or agreement of your orators, [or of the said *A. B. and C. D.*] has not or have not, since the making of the said letters patent, [and since the entering, filing, and enrolling of the said disclaimer and memorandum of alteration, and since the making of the said Indenture of assignment] and during the said term granted by the said letters patent (that is to say) ever since the [thirty-first] day of [March,] A. D. [1843,] and up to the present time, or since and up to and during what time or respective times, within England, Wales, and Berwick upon Tweed, or some and what parts or part thereof wrongfully and injuriously, or in fact worked, used, exercised, and put in practice, or worked, or used, or exercised, or put in practice, and is not and are not, or is not or are not still working, using, exercising, and putting in practice, or working, or using, or exercising, or putting in practice the said invention, or some and what part or parts of the same invention, and how he justifies such conduct, or if not, how is the contrary made out, or how otherwise.

16. Whether by so working, using, exercising, and putting in practice, or working, or using, or exercising, or putting in practice, the said invention, or some and what part or parts thereof, the said defendant or some and what person or persons on his behalf, has not, or have not, made, obtained, and received, or made, or obtained, or received, considerable or some and what monies, gains, and profits, monies, or gains, or profits, and to what amount in the whole, and how he justifies such conduct, and if not, how is the contrary made out, or how otherwise.

17. Whether the said defendant or some and what person or persons on his behalf, without any such leave, licence, consent, or agreement as aforesaid, has not, or have not, since and up to, and during, or since or up to, or during the times last aforesaid, or since some and what other time or times, and until and up to, or until or up to the present time, or until, during, and up to, what other time or times, made, manufactured, and fabricated, or made, or manufactured, or fabricated, and is not still making, manufacturing, and fabricating, or is not still making, or manufacturing, or fabricating, divers great or some and what numbers or number, quantities or quantity of, or some and what [here describe the various articles made, or supposed to be made, by the defendant] articles or article, things or thing, according to, and by means of, or according to, or by means of, some and what part or parts of the said invention, and how he justifies such conduct, or if not, how is the contrary made out, or how otherwise.

18. Whether the said defendant, or some and what person or persons on his behalf, has not, or have not, without any such leave, licence, consent, or agreement, as aforesaid, since, and from, and up to what

time or respective times, and when last made, manufactured, and fabricated, or made, or manufactured, or fabricated, and are not, or is not now making, manufacturing, and fabricating, or making, or manufacturing, or fabricating great, or some and what numbers or number, quantities or quantity of, or some and what [*again enumerate the various articles as before*] articles or article, things or thing, which were or was intended to counterfeit, imitate, and resemble, counterfeit, imitate, or resemble, or which did, or do, or does, in fact, counterfeit, imitate, and resemble, counterfeit, imitate, or resemble, the said invention, or some and what parts or part of the same invention, and which were or was intended to counterfeit, imitate, and resemble, counterfeit, imitate, or resemble, or did, or do, or does, in fact, counterfeit, imitate, and resemble, counterfeit, imitate, or resemble, some and what [*here again mention the various articles as before*] articles or article, things or thing, made, manufactured, and fabricated, made, manufactured, or fabricated, according to, and by means of, according to or by means of the said invention, or some and what part or parts thereof, and how he justifies such conduct, or if not, how is the contrary made out, or how otherwise.

19. Whether the said defendant, or some and what person or persons on his behalf, has not, or have not, without any such licence, consent, or agreement, as aforesaid, since, and from, and during, and up to what time or respective times, and when last vended and sold, vended or sold, and are not, or is not, now vending and selling great or some and what quantities or quantity, numbers or number, of some and what [*here mention the various articles as before*] so made, manufactured, and fabricated, made, manufactured or fabricated, as aforesaid, and how he justifies such conduct, or if not, how is the contrary made out, or how otherwise.

20. Whether by so making, manufacturing, fabricating, vending, and selling, or making, or manufacturing, or fabricating, or vending, or selling such [*here enumerate the various articles as before*] articles and things as aforesaid, or some and which thereof, and what quantities or quantity, numbers or number, of some and which of such [*again enumerate the various articles as before*] articles and things, the said defendant or some and what person or persons on his behalf, has not, or have not made, obtained, and received, or made, or obtained, or received, considerable, or some and what monies, gains, and profits, monies, or gains, or profits, and to what amount in the whole, and how he justifies such conduct, and if not, how is the contrary made out, or how otherwise.

21. Whether the defendant has not now, or had not, and when last in his shop, house, warehouse, and premises in [*Derby aforesaid*] and in various, or some, or one, and what shops or shop, houses or house, warehouses or warehouse, manufactories or manufactory, or premises, or in some and what place or places, or has not directly or indirectly in his possession, custody, or power, very large or some and what quantities or quantity, numbers or number, of such various articles and things, articles or things, as aforesaid, other than the said articles and things so made, manufactured, and sold by your orators as aforesaid, or

of some, or one, and which of such articles or things, and to a very considerable, or to some and what value or amount in the whole, and how he justifies such conduct, and if not, how is the contrary made out, or how otherwise.

22. Whether the said defendant or some and what person or persons on his behalf, has not, or have not, without any such licence, consent, or agreement as aforesaid, by the ways and means aforesaid, ways or means aforesaid, or some, or one, and which of such ways and means, ways or means, or by some and what other ways and means, ways or means violated, infringed, and evaded, or violated, infringed, or evaded, the said letters patent and privilege thereby granted, or some and what part thereof respectively, and how he justifies such conduct, or if not, how is the contrary made out, or how otherwise.

23. Whether it is not the fact that by divers or by some or one and what other ways or means known or unknown to your orators, the said defendant has been or is now or was lately, and at what times or time, and when last infringing and evading, infringing or evading your orator's patent rights, or some and which of such rights, and how he justifies such conduct, or if not, how is the contrary made out, or how otherwise.

24. Whether it is not the fact that, by all and every or by some or one and which of the ways, means, counterfeits, infringements, and evasions aforesaid, your orators have sustained or are now sustaining very heavy or some and what loss and injury, loss or injury, or if not, how is the contrary made out, or how otherwise.

25. Whether your orators or one and which of them have not or has not frequently and or how otherwise and when, by themselves or himself, or their or his solicitors or solicitor, agents or agent, applied to the said defendant to desist and refrain, desist or refrain from such infringements, evasions and proceedings, infringements or evasions or proceedings as aforesaid, or some and which of them, and whether he has not refused so to do, or how otherwise, and whether your orators have not frequently or how otherwise and when, by themselves or their solicitors or solicitor, agents or agent, applied to the said defendant to account with your orators for the profits which he has made by means of such infringements, evasions and proceedings, infringements or evasions or proceedings as aforesaid, or some and which of them, and whether the defendant has not refused so to do, or how otherwise, and how he justifies such conduct.

26. Whether the said defendant ought not to be so restrained, and to render such accounts as aforesaid, or if not, why not.

27. Whether the said defendant has not now or had not lately, and when last in his possession, custody or power, divers or some or one and what books or book, accounts or account, letters or letter, copies or copy, extracts or extract of letters or letter, papers or paper, documents or document, writings or writing, whereby the accounts enquired after by this bill, or some and what part or parts of such accounts may be obtained, or whereby the truth of the matter aforesaid or some or one and which of such matters will appear, or if not, how is the contrary made out, or how

otherwise. And whether the said defendant ought not to be compelled to produce and leave the same as aforesaid, or if not, why not, and whether any or any one or more, and which thereof have or has been lost, destroyed, or removed; and if so, whether since or before the commencement of this suit, and why, and whether such loss, removal, or destruction was not fraudulent, or if not, how is the contrary made out, or how otherwise. And that the said defendant may set forth a full, true, and particular list or schedule of all and every of such books, accounts, letters, copies or extracts of letters, papers, documents and writings whatsoever, specifying particularly where the same and every of them now are or is to be found, and in whose custody or power the same and every of them now are or is or last were or was, and all particulars relating thereto. And that the said defendant may also in manner aforesaid further answer and set forth:

28. Whether it is not the fact that, your orators did not receive or obtain until the time aforesaid any certain and conclusive information or evidence of the aforesaid conduct, dealings, transactions and doings of the said defendant, or of some and which of them, and whether your orators have not used due diligence in complaining to this honourable Court, or if not, why not, and how is the contrary made out or how otherwise.

And that the said defendant may be decreed to account for and pay to your orators all such gains and profits as have accrued, arisen, been got in, or received by the said defendant, or which may accrue, arise, be got in, or be received by the said defendant, or by any person or persons in trust for, or for the use of, or on behalf of the said defendant by making, working, using, exercising, vending, countefeiting, imitating and resembling, or making, or working, or using, or exercising, or vending, or counterfeiting, or imitating, or resembling the said invention, and the various articles and things aforesaid, or any of them, or any part thereof.

And that the said defendant, his agents, servants, and workmen, may be restrained by the order and injunction of this honourable Court from directly or indirectly making, working, using, putting in practice, buying, selling, and vending, or making, or working, or using, or putting in practice, or buying, or selling, or vending the said invention, or any part thereof, or in anywise counterfeiting, imitating, or resembling the same invention, or any part thereof, and from directly or indirectly making, manufacturing, fabricating, buying, selling, and vending, or making, or manufacturing, or fabricating, or buying, or selling, or vending such articles and things as aforesaid, or any of them.

And that the said defendant may be decreed to pay the costs of this suit, and that your orators may have such further and other relief as to your Lordship shall seem meet.

May it please your Lordship to grant unto your orators, not only her Majesty's most gracious writ of injunction, issuing out of and under the seal of this honourable Court, to be directed to the said defendant to restrain him, his agents, servants, and workmen, from directly or indirectly

making, working, &c., [as before] but also her Majesty's most gracious writ of subpoena, &c.

IN CHANCERY.

The answer of [John Thompson] defendant to the bill of complaint of [John C. Hadden] complainant.

(No. 2.)

Defendant's answer to a bill for an injunction and account.

This defendant [John Thompson] reserving to himself all right and benefit of exception to the said bill of complaint, for answer thereto, says, &c. [Here let a statement be made of all the circumstances of the case, so as to show the nature of the defendant's case and defence to the suit, and also to enable him, by reference, to explain his answers to the various interrogatories; after which may be introduced the following objections to the patent, or such of them as may be applicable to the case.] And this defendant further saith, that the said plaintiff did not invent the said supposed invention, [or the said plaintiff was not, in pursuance of any communication from a foreigner residing abroad, in possession of the said supposed invention] in the said plaintiff's said bill of complaint mentioned, and the said plaintiff was not at the date of the said letters patent in the said bill of complaint mentioned, the true and first inventor within this realm of the said supposed invention, and by reason thereof the said supposed letters patent and grant of privilege in the said bill mentioned, were and are null and void and of none effect. And this defendant further saith, that the said supposed invention was not, nor was any part thereof, at the date of the said letters patent, improvements, or any improvement in the making or manufacturing of [Bricks and Tiles] as by the said plaintiff represented or suggested unto her Majesty, and by reason of such representation or suggestion being false and untrue, and her said Majesty thereby deceived, the said supposed letters patent and grant of privilege were and are null and void and of none effect. And this defendant further saith, that the said supposed invention was not at the time of the making of the said letters patent a new invention, as to the public knowledge, use, and exercise thereof in this realm, or a new manufacture within this realm, and that the said invention was publicly known and used in this realm before and at the date of the said letters patent, by reason whereof the said supposed letters patent and grant of privilege were and are null and void and of none effect. And this defendant further saith, that the said supposed invention was not at the date of the said letters patent of any benefit, utility, or advantage whatsoever to the public, by reason whereof the said supposed letters patent and grant of privilege were and are null and void and of none effect. And the defendant further saith, that the said supposed invention was not an invention of any manner of manufacture, and that the privilege supposed to be granted by the said letters patent, was not a privilege of the sole working or making of any manner of manufacture, by reason whereof the said supposed letters patent and grant of privilege were and are null and void and of none effect. And the defendant further saith, that the said plaintiff did not within [six] calendar months, next and immediately after the date of the said letters patent, by any instrument in writing under his hand and seal, particularly

ascertain and describe the nature of the said supposed invention, and in what manner the said supposed invention is to be performed, by reason whereof the said supposed letters patent and grant of privilege at the expiration of [six] calendar months, next and immediately after the date of the same letters patent, ceased, determined, and became, and were, and are, null and void and of none effect. And the defendant further saith, that the plaintiff did not within [six] calendar months, next and immediately after the date of the said letters patent, cause any instrument in writing under his hand and seal, particularly ascertaining and describing the said supposed invention, and in what manner the same is to be performed, to be enrolled in her Majesty's High Court of Chancery, by reason whereof the said supposed letters patent and grant of privilege at the expiration of [six] calendar months, next and immediately after the date of the same letters patent, ceased, determined, and became, and were, and are null, void, and of none effect. And the defendant further answering says, that the plaintiff had not before or at the time of the making of the said letters patent or before or at the time of the making of any other letters patent, or before or at any other time, invented the said supposed invention in the said bill of complaint mentioned, or any other such improvements or improvement as in the said bill mentioned, and the defendant makes out this his denial by the statement hereinbefore contained; but this defendant is unable to state as to his knowledge, information, or belief, who invented the said improvements in the said bill mentioned. And the defendant further answering says, that the said supposed invention was not, nor was, nor were, any part or parts thereof, at the time of the making of the said letters patent in the said bill mentioned, or of any other letters patent, or at any other time, of any public utility, and this defendant makes out the contrary of the statement in the said bill in that behalf contained by the denial hereinbefore contained. And this defendant further answering says, that the said plaintiff was not at the time of the making of the said letters patent, or at any other time, the true and first inventor within this realm of the said [improvements in &c.] or of any other [improvements in &c.] and this defendant makes out this his denial by the statement hereinbefore contained. And this defendant further answering says, that the said invention was not, nor was any part thereof at the time of the making of the said letters patent in the said bill mentioned, or of any other letters patent, a new invention within this realm, as to the public knowledge, use, or exercise thereof, and this defendant makes out this his denial by the statement hereinbefore contained, but save and except as aforesaid, this defendant is unable to state as to his knowledge, information, or belief, at what time the said supposed invention was a new invention within this realm, as to the public knowledge, use, or exercise thereof. And this defendant further answering says, that he has been informed and believes that some letters patent of such date as in the said bill mentioned, were made and granted to the said plaintiff, but whether the same letters patent are to such purport and effect as in the said bill mentioned is a question which this defendant submits to the consideration and deter-

Answers to the interrogatories.

mination of this honourable Court. And this defendant further answering says, that the plaintiff did not in compliance with the said proviso or condition in that behalf, or, in fact, by the said specification or instrument in writing in the said bill mentioned, or by any other specification or instrument in writing under his hand and seal, particularly ascertain and describe the nature of the said supposed invention, or in what manner the same was to be performed, and this defendant makes out this his denial by the statement hereinbefore contained. And the defendant further answering, says, that he has been informed, and believes, that the said plaintiff did at the time, in the said bill mentioned, and within [six] calendar months, next and immediately after the date of the said letters patent, cause the said specification or instrument in writing in the said bill mentioned, to be duly enrolled in the High Court of Chancery; and that in the said specification or instrument in writing, is contained the words, letters, and figures, in the said bill set forth; and that in the said disclaimer and memorandum of alteration it was expressed or mentioned, that the plaintiff did thereby disclaim; and that the plaintiff did in fact, thereby disclaim such parts of the said title and specification in the said bill mentioned, as in the same bill also mentioned; and also, that in or by the said disclaimer and memorandum of alteration, it is expressed or mentioned that the said plaintiff did thereby, and that the said plaintiff did in fact thereby alter the said title of the said invention and specification, in such manner as in the said bill in that behalf mentioned; and that the plaintiff did obtain such leave as in the said bill mentioned, and that such leave was certified by such *fiat* and signature, and of such date as in the said bill mentioned; and that the plaintiff did after having obtained such leave, and on or at such day or time, enter the said disclaimer and memorandum of alteration, as in the said bill mentioned; and that the said disclaimer and memorandum of alteration was entered, filed, and enrolled in the manner and at the time in the said bill also mentioned. And this defendant further answering, says that he doth not know, and save by the said bill hath not been informed, and is unable to state as to his knowledge or otherwise, whether the said plaintiff or any person or persons, for or on the behalf of, or in trust for, or as agent or agents for the plaintiff or otherwise, hath or have at any time worked, used, exercised, put in practice or vended, or are, or is now working, using, exercising, putting in practice or vending the said invention, or any part thereof, or have not, or has not made, manufactured, fabricated, vended or sold, or is not, or are not still making, manufacturing, fabricating, vending or selling such articles and things as in the said bill mentioned, or any of such articles or things, or whether the plaintiff hath made such profits or profit as in the said bill mentioned. And this defendant puts the plaintiff to the proof of the several allegations of the plaintiff in that behalf in his said bill contained. And the defendant further answering, says, that (save and except as aforesaid) (q), he the defendant hath not nor hath nor have any person or persons on his behalf at any time since the making

(q) This exception refers to a previous explanatory statement of the de-

fendant's acts which he there contends are no violation of the patent.

of the said letters patent within England, Wales, or Berwick-upon-Tweed, or any part or parts thereof worked, used, or put in practice, and is not and are not still working, using, exercising, or putting in practice the said invention or any part or parts thereof; and the defendant makes out this his denial by the statement hereinbefore contained. And this defendant further answering says, that (save and except as aforesaid), he the defendant hath not, nor hath, nor have any person or persons on his behalf, by working, using, exercising, or putting in practice the said supposed invention, or any part thereof, made, obtained, or received, any monies, gains, or profits; and this defendant makes out this his denial, by the statement hereinbefore contained. And this defendant further answering says, that (save and except as aforesaid,) he the defendant hath not, nor hath, nor have any person or persons on his behalf, since the making of the said letters patent, made, manufactured, or fabricated, and is not, and are not, still making, manufacturing, or fabricating, any numbers or number, quantities or quantity, of such articles or article, things or thing, as in the said bill of complaint mentioned; and hath not nor have vended or sold, and is not and are not now vending or selling any quantities or quantity, numbers or number of such articles or things as in the said bill mentioned; and this defendant makes out this his denial by the statement hereinbefore contained; and this defendant further answering says, that, (save and except as aforesaid,) that by so making, manufacturing, fabricating, vending, or selling, such articles and things, articles or things as in the said bill mentioned, or any of them, he this defendant has not, nor has, nor have any person or persons on his behalf, made, obtained, or received any monies, gains, or profits; and he the defendant makes out this his denial thereof, by the statement hereinbefore contained. And this defendant further answering says, that, (save and except as aforesaid,) he the defendant has not now, and had not at any time at his shop, house, warehouse, or premises, or any other shops or shop, houses or house, warehouses or warehouse, or premises, in any place or places, and has not directly or indirectly in his possession, custody, or power, any quantities or quantity, numbers or number, of such articles or things as in the said bill mentioned or any of them; and this defendant makes out this his denial thereof, by the statement hereinbefore contained. And this defendant further answering says, that, (save and except as aforesaid,) he this defendant hath not had, nor have any person or persons on his behalf, by the ways or means in the said bill mentioned, or any of them, or by any other ways or means, violated, infringed, or evaded the said letters patent, or the said privilege thereby granted, or any part thereof; and this defendant makes out this his denial thereof by the statement hereinbefore contained. And this defendant further answering says, that, (save and except as aforesaid,) it is not the fact that by divers or any of such ways or means, as in the said bill mentioned, or by any other ways or means, he this defendant has been, or is now, or was lately, or at any time infringing or evading your orator's patent rights, or any of them; and this defendant makes out this denial, by the state-

ment hereinbefore contained. And this defendant further answering says, that, (save and except as aforesaid,) he this defendant denies that by all or any of the ways, means, counterfeits, infringements, or evasions in the said bill mentioned, the plaintiff has sustained, or is still sustaining any loss or injury; and this defendant makes out this denial by the statement hereinbefore contained. And this defendant further answering says, that, (save and except as aforesaid,) he this defendant denies that the plaintiff has by himself, or his solicitor or solicitors, agent or agents, or otherwise, made such application to this defendant as in the said bill of complaint mentioned. And this defendant further answering says and insists, that for the reasons aforesaid, he this defendant ought not to be restrained or to render such accounts as in the said bill mentioned. And this defendant further answering says, that, (save and except the said books, letters, and documents, hereinbefore mentioned (a)) he this defendant has not now, and had not lately in his possession, custody, or power, divers, or any books or book accounts, or account letters or letter, copies or copy, extracts or extract of letters or letter, papers or paper, documents or document, writings or writing, whereby the accounts or account inquired after by the said bill or any of them, or any part or parts thereof might be obtained, or whereby the truth of the matters in the said bill mentioned, or any of them would appear, and this defendant makes out the truth of this denial by the statement hereinbefore contained. And this defendant further answering says and insists, that for the reasons aforesaid, he is not bound, and ought not to be compelled to produce or leave the said books, letters, and documents, hereinbefore mentioned, or any of them as in the said bill mentioned. And this defendant further answering says, that no such books or book, accounts or account, letters or letter, copies or copy, extracts or extract of letters or letter, papers or paper, documents or document, writings or writing, as in the said bill mentioned, has been lost, removed or destroyed. And this defendant further answering says and insists, that under the circumstances, and for the reasons hereinbefore stated, he this defendant is not bound, and ought not to be compelled to set forth any further or other list or schedule of the said books, letters, and documents in this answer hereinbefore described or mentioned, or where the same or any of them now are, or is to be found, or in whose custody or power the same or any of them now are or is, or last were or was, or any further particulars relating thereto. And this defendant further answering, says, that he does not know, has not been informed, (save by the said bill,) and cannot set forth as to his belief or otherwise, whether the plaintiff did receive or obtain any information or evidence of such alleged conduct, dealings, transactions, and doings as in the said bill mentioned, or any of them; and this defendant puts the plaintiff to prove the allegations of his said bill as to the matters aforesaid. And this defendant submits to the judgment of this honourable Court, the question whether the said plaintiff hath used due diligence in complaining to this honourable Court. And this defendant submits

(a) Books, &c., mentioned in the introductory part of the Answer.

and insists that he ought not to be decreed to account for or pay to the plaintiff any gains or profits by the defendant made or acquired by the manufacture and sale by this defendant of such articles and things, as hereinbefore mentioned, or any other gains or profits, as in the said bill alleged. And that under the circumstances and for the reasons aforesaid, this defendant, his agents, servants, and workmen, ought not, nor ought any of them to be restrained as in the said bill mentioned. And this defendant submits and insists, that under the circumstances, for the reasons hereinbefore stated, the said letters patent and privilege supposed to be thereby granted were and are null and void; and that the plaintiff is not entitled to any discovery from, or relief against this defendant. And this defendant claims the full benefit of this objection, and to the same extent as he if had demurred or pleaded to the said bill **WITHOUT THIS THAT** there is any other matter, cause or thing in the said complainant's said bill of complaint contained material or effectual in the law for this defendant to make answer unto, and not herein and hereby well and sufficiently answered, avoided, traversed, or denied, is true to the knowledge and belief of this defendant. All which matters and things this defendant is ready and willing to aver, maintain, and prove, as this honourable Court shall direct. And the defendant humbly prays to be hence dismissed with his reasonable costs and charges in the law in this behalf most wrongfully sustained, &c.

(No. 3.)

IN CHANCERY.

Form of Affidavit by a patentee plaintiff in support of his bill in order to obtain an interlocutory injunction.

Between [A. B.] plaintiff,
and
[C. D.] defendant.

[*Aaron Benson the above named plaintiff,*] maketh oath and saith that by her Majesty's letters patent, under the Great Seal of the United Kingdom, bearing date at Westminster, the [first] day of [January,] in the [fourth] year of her reign, reciting that he this deponent, had by his petition, humbly represented (as the fact was,) that, &c. [*Here state the grant of the patent in the same way, or to the same effect as in the bill.*] And this deponent further saith, that he did in pursuance of the proviso or condition in that behalf in the said letters patent contained, and within [six] calendar months next, and immediately after the date of the said letters patent, by a certain specification or instrument in writing under this deponent's hand and seal, dated the [first] day of [July,] [1841,] particularly describe and ascertain the nature of the said invention, and in what manner the same invention was and is to be performed, and that the said specification is to the tenor and effect stated in this deponent's bill of complaint, filed in this cause [*or is to the tenor and effect following, that is to say, "To all to whom, &c., (setting out the specification at length,) or a true copy of which said specification is hereunto annexed marked with the letter A., (r).*]. And this deponent further

(r) When the specification is not set out in the bill, it must be brought before the Court by affidavit in this way,

in support of an interlocutory motion for an injunction.

saith that he did also in pursuance of the said proviso, on the said [first] day of [July, 1841,] and within [six] calendar months, next and immediately after date of the said letters patent, cause the said specification or instrument in writing under this deponent's hand and seal, to be duly enrolled in this honourable Court; and this deponent further saith that at the time of this deponent's applying for the said letters patent, he this deponent, verily believed that the said invention was a new invention as to the public knowledge, use and exercise thereof within this realm, and that he this deponent was the true and first inventor of the said invention. And this deponent still and now at the time of the swearing this affidavit verily believes that the said invention was on the day of the date of the said letters patent, a new invention as to the public knowledge, use and exercise thereof within this realm, and also that he, this deponent, was on the said day of the date of the same letters patent, the true and first inventor within this realm of the said invention, and this deponent, at the time of his said application, believed and still believes that the same invention was and is of great public utility. And this deponent further saith, that after the grant of the said letters patent, he this deponent, &c. [*Here let the plaintiff verify the several allegations in the bill, as far as they come within his knowledge.*] And this deponent further saith, that, &c. [*Here state the result of any former action (if any) upon the patent, the number of licences (if any) which have been taken, or such other circumstances as are likely to induce the Court to grant an interlocutory injunction.*] And this deponent further saith that, &c. [*Here let the plaintiff swear that the alleged piracy is an infringement of his patent.*]

[A. B.]

Sworn, &c.

IN CHANCERY.

Between [A. B.] plaintiff,
and
[C. D.] defendant.

[Francis Jamieson, of Ludgate Street in the City of London, dealer in Chronometers and other Time-keepers,] maketh oath and saith, that he has been a dealer in [chronometers and other time keepers] for the space of [twenty] years now last past, and during that period intimately acquainted with all descriptions of [chronometers, watches, and time-keepers] known to the public; and this deponent further saith that he has read the specification of the plaintiff's invention mentioned in his bill of complaint in this cause, and has seen and examined a [chronometer] made according to the said invention as described in the said specification; and this deponent further saith, that he verily believes that the said invention was a new invention, as to the public knowledge and use thereof, at the date of the letters patent mentioned in the said bill of complaint, and that this deponent was entirely ignorant thereof, until he read the said specification, [*or saw a chronometer manufactured by the said plaintiff,*] in or about [the month of August, now last past.] And this deponent further

(No. 4.)

Affidavits respecting the novelty and utility of the invention in support of a motion for an interlocutory injunction.

saith, that he verily believes that the said [A. B.], was the first person who communicated a knowledge of the said invention to the public, and that he was the true and first inventor thereof; and this deponent further saith, that the said invention of the said [A. B.], is, in the judgment and opinion of this deponent, highly useful and beneficial to the public. And this deponent further saith, that he hath seen and examined a [chronometer] with a certificate thereto annexed, stating that the same was exhibited to, [James Tongs,] at the time of the swearing of his affidavit, sworn in this cause on the [twentieth] day of [October] now last, and this deponent saith, that the said [chronometer] is made and constructed precisely according to the said invention of the said plaintiff, and in the precise manner described in the said specification.

[F. Jamieson.]

Sworn, &c.

(No. 5.) IN CHANCERY.

Affidavit respecting an infringement by the defendant in support of an application for an interlocutory injunction.

Between [A. B.] plaintiff,
and
[C. D.] defendant.

[James Tongs, of Blackfriars Road, in the County of Surrey, Broker,] maketh oath and saith that he did on the [thirtieth] day of [September] now last, purchase a [marine chronometer] of the above-named defendant at his shop in [Leadenhall Street, in the City of London,] and paid the sum of [forty-six] pounds for the same; and this deponent further saith, that the [chronometer] now produced and shown to this deponent at the time of the swearing of this his affidavit is the said [chronometer] so purchased of the defendant as aforesaid, and this deponent further saith at the time of the purchase of the said [chronometer,] the said defendant delivered to this deponent an invoice of this deponent's said purchase, together with a receipt for the said sum of money so paid, as aforesaid, in words, letters, and figures following, (that is to say) [here set out the invoice]

[J. T.]

Sworn, &c.

Whereas the plaintiff has obtained judgment in a action for an infringement in order to obtain an interlocutory injunction.

[Wiltshire,] named plaintiff,] is granted to the above-named plaintiff, by the Court, made in this cause on the [twentieth] day of [August, 1844,] an action was on the [ninth] day of [October, 1844,] commenced by the said plaintiff against the above named defendant in the Court of [Common Pleas,] for an infringement of the plaintiff's letters patent, mentioned in the pleadings of this cause, and of the privilege thereby granted; and this deponent further saith that the said plaintiff having declared in the

said action, the defendant pleaded several pleas thereto, (that is to say,) *firstly, non concessit*; *secondly*, that the said plaintiff was not the true and first inventor of the invention, comprised in the said letters patent; *thirdly*, that the said invention was not a new invention at the date of the said letters patent; *fourthly*, that the said invention was of no use to the public; *fifthly*, that the said plaintiff did not by any instrument in writing under his hand and seal, ascertain and describe the nature of the said invention, and in what manner the same is to be performed; and, *sixthly*, that he the said defendant was not guilty of the grievances alleged in the said declaration; and this deponent further saith, that the said plaintiff having replied to the said several pleas, and issues having been joined in the said action, the said action came on to be tried at the sittings after [Hilary] term, [1844.] before [the Lord Chief Justice of the said Court and a special Jury,] when after a trial which lasted [two days] the said jury gave a verdict for the plaintiff, upon each of the issues joined in the said action; and this defendant further saith that in [Easter] term last past, the said defendant moved the said Court of [Common Pleas,] for and obtained a rule nisi, [for a new trial in the said action,] which said rule was after argument in [Michaelmas] term last, discharged; and this deponent further saith, that final judgment was on the [third] day of [December,] now instant, signed for the said plaintiff in the said action.

[W. R.]

Sworn, &c.

IN CHANCERY.

Between [A. B.] plaintiff,
and
[C. D.] defendant.

[Anthony John Moore, of &c., Solicitor for the above-named defendant] maketh oath and saith, that on the [ninth] day of [October, 1844,] the above-named plaintiff commenced an action against the said defendant in the Court of [Exchequer of Pleas] for an alleged infringement of the letters patent, mentioned in the pleadings of this case, and of the privi-

(No. 7.)

Affidavit that defendant has obtained a verdict and judgment in an action for an infringement in support of a motion to dissolve an inter-

privilege of, or in the
fifthly, that the said plaintiff did not by any instrument in writing under his hand and seal, ascertain and describe the nature of the said supposed invention, and in what manner the same is to be performed; and, *sixthly*, that he, the defendant, was not guilty of any of the supposed grievances

(being certain alleged infringements of the said letters patent) in the said declaration mentioned; and this deponent further saith, that the said plaintiff replied to the said several pleas of the said defendant, and as to the said [first] plea, the said plaintiff joined issue; as to the said [second] plea, the said plaintiff replied that he, the plaintiff, was the true and first inventor of the said supposed invention; as to the said [third] plea, the said plaintiff replied that the said supposed invention was, at the date of the said letters patent, a new invention as to the public knowledge, use, and exercise thereof, within this realm; and as to the said [fourth] plea, the said plaintiff replied that the said supposed privilege was a privilege of, or for the working of a certain manufacture, to wit, the manufacture in the said declaration mentioned; and as to the said [fifth] plea that the said plaintiff did, by a certain specification or instrument in writing in the said declaration mentioned, ascertain and describe the nature of the said supposed invention, and in what manner the same is to be performed; as to the said [sixth] plea, the said plaintiff joined issue thereon; and this deponent further saith that the said defendant thereupon rejoined, and joined issue upon each of the said several replications to the said [second, third, fourth, and fifth] pleas respectively: and this deponent further saith, that the said action came on to be tried at the sittings after [Hilary] term [1844] before [the Lord Chief Baron of the said Court and a special jury] when the said jury as to the said issue, joined upon the said [first] plea, gave a verdict for the said defendant; as to the said issue joined upon the said replication to the said [second] plea, the said jury gave a verdict for the said defendant, and upon their oaths said that the said plaintiff was not the true and first inventor within this realm, of the said supposed invention; and as to the said issue joined upon the said replication to the said [third] plea, the said jury gave a verdict for the said defendant, and upon their oaths said that the said supposed invention was not at the date of the said letters patent, a new invention as to the public knowledge, use, and exercise thereof, within this realm; and as to the said other issues joined in the said action, the said jury gave a verdict for the said plaintiff. And this deponent further saith, that in [Easter] term, now last past, the said plaintiff moved the said Court of [Exchequer of Pleas] for, and obtained a rule nisi [for a new trial in the said action], which said rule, after argument in [Trinity] term last, and after the said Court had taken time to consider of their judgment, was in [Michaelmas] term last discharged. And this deponent further saith, that final judgment was on the [first] day of [December] now instant, signed for the said defendant in the said action; [and that the paper writing hereunto annexed, and marked with the letter [K,] is a true copy of the record of the said judgment].

Sworn, &c.

[A. J. M.]

IN CHANCERY.

Between [A. B.] complainant,
and
[C. D.] defendant.

(No. 8.)

Certificate that
the validity of
the patent came
in question in
the cause (s).

I hereby certify that a final decree [or decretal order] was made by me for the complainant in this suit on the [first] day of [July, 1840,] and that upon the making of the said decree [or decretal order] the validity of the letters patent in the pleadings in this suit mentioned, came in question before me. Dated this [fourth] day of [July, 1840.]

(Signed) [Langdale,] M. R.

IN CHANCERY.

Between [A. B.] complainant,
and
[C. D.] defendant.

(No. 9.)

Certificate
under 5 & 6 W.
IV. c. 83, s. 3,
and 5 & 6 Vict.
c. 97, s. 2, that
plaintiff ought
not have more
than the usual
costs.

I hereby certify that a final decree, [or decretal order,] was made by me for the complainant in this suit on the [fourth] day of [March, 1845,] and that the said complainant ought not to have [treble costs, or] any more, or other costs than the usual costs taxed as between party and party. Dated this [tenth] day of [March, 1845.]

(Signed) [Langdale,] M. R.

SECTION VI.

*Forms and Entries in qui tam Actions of Debt for Penalties under
5 & 6 Will. IV. c. 83, s. 7.*

IN THE [EXCHEQUER OF PLEAS.]

(No. 1.)

The [fourth] day of [January], in the year of our Lord, [one Declaration.
thousand eight hundred and forty-six.]

[Middlesex] to wit. [John Smith,] (the plaintiff in this suit,) who sues as well for our sovereign lady the now Queen, as for himself in this behalf, by [Richard Roe] his attorney, complains of [Job Doe,] (the defendant in this suit,) who has been summoned to answer the plaintiff in an action of debt. And the plaintiff demands of the defendant the sum of 50*l.*, [or if more than one penalty is sued for, here insert the total amount of all the penalties,] which the defendant owes to, and unjustly detains from the plaintiff, and our said lady the Queen.

For that whereas our lady the now Queen, before the coming of For writing,
the offence by the defendant hereinafter (t) [in this count] mentioned, &c. the name of
patentee upon

(s) This certificate is necessary to enable the plaintiff to obtain full costs in subsequent proceedings upon the patent. Vide *ante*, p. 366.

(t) The words "in this count" must only be inserted when there is more than one count in the declaration.

*an article made
by the defend-
ant.*

and before the commencement of this suit, to wit, on the [*first*] day of [*May,*] in the [*second*] year of her reign, (being in the year of our Lord *one thousand eight hundred and thirty-eight,*) by her letters patent under her Great Seal of the United Kingdom of Great Britain and Ireland, bearing date at Westminster the day and year last aforesaid, (and which said letters patent the plaintiff now brings into Court here,) did give and grant unto the plaintiff, [*or unto one A. B.,*] her said Majesty's especial licence, full power, sole privilege, and authority, that he the plaintiff, [*or the said A. B.,*] his executors, administrators, and assigns, or such others as he or they should at any time agree with, and no others, from time to time, and at all times, during the term of years therein expressed, to wit, the term of fourteen years, should and lawfully might make, use, exercise, and vend within England, Wales, and the town of Berwick upon Tweed, [the islands of Jersey, Guernsey, Alderney, Sark, and Man, and also in all her said Majesty's colonies and plantations abroad,] an invention of, [*here insert the title of the invention,*] subject to a proviso requiring that the plaintiff, [*or the said A. B.,*] should cause a particular description of the nature of the said invention, and in what manner the same was to be performed, under his hand and seal, to be enrolled in her said Majesty's High Court of Chancery, within [*six*] calendar months next and immediately after the date of the said letters patent, as by the said letters patent under the said Great Seal now shown to the Court here, reference being thereunto had, will, amongst other things, more fully and at large appear. And the plaintiff further saith, that he did afterwards, to wit, on the [*first*] day of [*November,*] in the year of our Lord [*one thousand eight hundred and thirty-eight,*] and within [*six*] calendar months next and immediately after the date of the said letters patent, in pursuance of the said proviso and of the said letters patent, by a certain specification or instrument in writing under his hand and seal, particularly describe the nature of the said invention, and in what manner the same was to be performed, and did also on [*the day and year last aforesaid,*] and within [*six*] calendar months next and immediately after the date of the said letters patent, cause the same specification or instrument in writing under his hand and seal, to be enrolled in her said Majesty's High Court of Chancery, at Westminster, in the said county of Middlesex, as by the enrolment of the said instrument in writing now remaining of record in the said High Court of Chancery, will, amongst other things more fully and at large appear. And the plaintiff further says, that the said letters patent were before the committing of the said offence by the defendant hereinafter [*in this count*] mentioned, and before the commencement of this suit, to wit, on the said day of the date of the same letters patent granted to, and obtained by, the plaintiff, [*or the said A. B.,*] for the sole making and vending, and by force and virtue of the same letters patent, the plaintiff, [*or the said A. B.,*] then obtained and acquired the sole right and privilege of making and vending of certain things, to wit, certain [*Lamps*] to be made and manufactured according to, and by means of, the said invention in the

said letters patent mentioned. Yet the plaintiff in fact says, that the defendant, well knowing the premises, afterwards and after the making of a certain statute passed in the sixth year of the reign of his late Majesty King William the Fourth, intituled "An Act to amend the Law touching Letters Patent for Inventions," and also after the making of the said letters patent [*firstly*] hereinbefore mentioned, within the said term of fourteen years, by the same letters patent granted, and before the commencement of this suit, to wit, on the [ninth] day of [October,] in the year of our Lord, [one thousand eight hundred and forty-five,] within that part of the said United Kingdom called England, against the will and without any leave, licence, or consent of the plaintiff, [or the said A. B.,] or any assigns or assign of the plaintiff, [or the said A. B.,] wrongfully, knowingly, injuriously, falsely, deceitfully, and fraudulently, and against the form of the statute in such case made and provided upon a certain thing, to wit, a certain [Lamp,] then wrongfully made by the defendant according to, and by means of, the said invention, and against the said sole privilege so granted to the plaintiff, [or the said A. B.,] by the said letters patent as aforesaid, the said thing, to wit, the said [Lamp,] then being a thing, to wit, a [Lamp,] for the sole making and vending of which the plaintiff, [or the said A. B.,] had theretofore, to wit, on the day and year aforesaid, obtained the said letters patent, and then also being a thing, to wit, a [Lamp,] for the sole making or selling of which the defendant had not obtained any letters patent whatsoever; wrote, [painted, printed, moulded, cast, carved, engraved, or stamped,] the name of the plaintiff, [or the said A. B.,] to wit, the name ["J. Smith,"] contrary to the form of the statute in such case made and provided, whereby, and by force of the said statute the defendant forfeited for his said offence the sum of 50*l.*, and thereby and by force of the said statute an action hath accrued to the plaintiff, who sues as aforesaid, to demand and have of and from the defendant, as well for our said Lady the Queen, as for himself in this behalf, the said sum of 50*l.* so forfeited, as aforesaid parcel of the said sum above demanded.

And whereas also before the committing of the offence by the defend- 2nd Count.
ant hereinafter in this count hereinafter mentioned, and before the com- For writing,
mencement of this suit, the said letters patent in the said first count &c. the name of
firstly mentioned, having been so made as aforesaid, and the said specifi- patentee upon
cation or instrument in writing under the hand and seal of the plaintiff, an article sold
[or the said A. B.,] having been so made and enrolled as aforesaid. And or used by de-
the said letters patent having been so granted to, and obtained by, the fendant.

plaintiff, [or the said A. B.,] for the sole making and vending, and the plaintiff having by force and virtue of the same letters patent obtained and acquired the sole right and privilege of making and vending, of certain things, to wit, certain [Lamps,] to be made and manufactured according to, and by means of, the said invention in the said letters patent mentioned as aforesaid, the defendant well knowing the premises, afterwards, and after the making of the said statute in the said first count mentioned, and also after the making of the said letters patent as afore-

said, within the said term of fourteen years by the same letters patent granted, and before the commencement of this suit, (to wit,) on the [tenth] day of [October,] in the year of our Lord [one thousand eight hundred and forty-five,] within England aforesaid, against the will and without any leave, licence, or consent in writing of the plaintiff, [or the said A. B.,] or any assigns or assign of the plaintiff, [or of the said A. B.,] wrongfully, knowingly, injuriously, deceitfully, and fraudulently, and against the form of the statute in such case made and provided * upon a certain thing, to wit, a certain [Lamp,] then used [or sold] by the defendant, the said thing, to wit, the said [Lamp,] then being a thing, to wit, a [Lamp,] which had been wrongfully made according to, and by means of the said invention, and against the said privilege granted by the said letters patent as aforesaid, and then being a thing, to wit, a [Lamp,] for the sole making and vending of which the plaintiff, [or the said A. B.,] had theretofore, to wit, on the day and year in that behalf hereinbefore mentioned, obtained the said letters patent, and then also being a thing, to wit, a [Lamp,] for the sole making or selling of which the defendant had not obtained any letters patent whatsoever, wrote, &c. [The residue of this count will be the same as in the first.]

3rd Count.

For writing, &c. the word "patent," "letters patent," or "by the Queen's patent," upon an article made, used, or sold by defendant with the intent to imitate patentee's mark.

And whereas also before the committing of the offence, &c. [proceed as in the second count down to the * and then as follows.] Upon a certain thing, to wit, a certain [Lamp,] then made, [used, or sold] by the defendant, the said thing, to wit, the said [Lamp,] then being a thing, to wit, a [Lamp,] which had not been purchased from the plaintiff, [or the said A. B.,] or any person who purchased it from or under the plaintiff, [or the said A. B.,] and then being a thing, to wit, a [Lamp,] which had been and was wrongfully made according to, and by means of, the said invention, and against the said sole privilege granted by the said letters patent as aforesaid, and then being a thing, to wit, a [Lamp,] for the sole making and vending of which the plaintiff, [or the said A. B.,] had theretofore, to wit, on the day and year in that behalf hereinbefore mentioned, obtained the said letters patent, and then also being a thing, to wit, a [Lamp,] for the sole making or selling of which the defendant had not obtained any letters patent whatsoever, * wrote, [painted, printed, moulded, cast, carved, engraved, stamped, or marked] the word "patent," [or the words "letters patent," or the words "by the Queen's patent," or any words of the like kind, meaning, or import,] with the view and with the intent of thereby imitating and counterfeiting a certain stamp, mark, and device of the plaintiff, [or the said A. B.,] to wit, the stamp, mark, and device "patent," [or "letters patent," &c. as the case may be,] of the plaintiff, [or the said A. B.,] by him theretofore used and employed to stamp, mark, and distinguish certain things, to wit, [Lamps,] made and sold by the plaintiff, [or the said A. B.,] and for the sole making and vending of which the plaintiff, [or the said A. B.,] had so obtained the said letters patent as aforesaid, contrary to the form of the statute in such case made and provided, &c. [Conclude as in the first count.]

4th Count.

And whereas also before the committing of the offence, &c. (this count

will be the same as the third count down to the 6, after which proceed as follows,) imitated and counterfeited a certain stamp, mark and device of the plaintiff, [or the said A. B.,] to wit, a certain stamp, mark and device by the plaintiff, [or the said A. B.,] theretofore used and employed to stamp, mark, distinguish, and denote certain things, to wit, [Lamps,] made and sold by the plaintiff, [or the said A. B.] and for the sole making and vending of which the plaintiff, [or the said A. B.,] had so, to wit, on the day and year in that behalf hereinbefore mentioned, obtained the said letters patent as aforesaid, contrary to the form of the statute in such case made and provided, &c. [Conclude as in the first count] (u).

And thereupon as well for our said Lady the Queen as for himself in this behalf the plaintiff brings suit, &c.

IN THE [EXCHEQUER OF PLEAS.]

The [sixth] day of [January,] in the year of our Lord [one thousand eight hundred and forty-six.] PLEAS. (No. 2.)

[Doe] } The defendant by [Charles Holt] his attorney, [by virtue of
ats. } the statute in such case made and provided,] says that he does
[Smith.] } not owe to our said Lady the Queen, and to the plaintiff who
sues as aforesaid, or to either of them, the said sum of money in the
declaration above demanded, or any part thereof, in manner and form as
the plaintiff who sues as aforesaid hath above thereof complained against
him this defendant. And of this the defendant puts himself upon the
country, &c. Plea of not guilty (y).
By statute (x).

AND for a further plea in this behalf, the defendant says that the said supposed causes of action in the declaration mentioned, did not nor did any of them arise or accrue at any time within one year next before the commencement of this suit, in manner and form as the plaintiff hath thereof complained against him the defendant (b). Wherefore the defendant prays judgment if the plaintiff ought to have or maintain his aforesaid action thereof against him the defendant, &c. (No. 3.)
Plea of the statute of limitations (a).

(u) There will be no difficulty from the forms here given in framing a count for any offence committed against the statute.

(x) The declaration must not conclude to the damage of the plaintiff.

(y) This plea is given by the statute 21 Ja. I. c. 4, s. 4 — and is not taken away by the new pleading rules of H. T. 4 W. IV. See the stat. 3 & 4 W. IV. c. 42, s. 1, under which those rules were made.

(z) These words must be inserted in the margin of the plea in pursuance of Reg. Gen. T. T. 1 Vict. 1838.

(a) This plea is given by the statute 31 Eliz. c. 5, s. 5, which see in the Appendix.

(b) This plea does not need a verification; and it is doubtful whether it is necessary to have the conclusion here added, or indeed any other conclusion. See *Bodenham v. Hill*, 7 M. & W. 274.

SECTION VII.

(No. 1.) *Form of Entries and Proceedings in Actions of scire facias for Cancelling and Repealing Letters Patent.*

Particulars respecting a patent against which a *scire facias* is intended to be sued out.

IN THE PETTY BAG, IN CHANCERY.

[*William Winterton,*] of [*Birmingham, in the County of Warwick, Pin Manufacturer,*] is desirous, for certain good and sufficient reasons, of suing out her Majesty's writ of *scire facias* for the purpose of cancelling and repealing letters patent dated the [*nineteenth*] day of [*May,*] in the [*sixth*] year of the reign of her present Majesty, granted to [*Godfrey Watson, of Birmingham aforesaid, Pin Maker,*] for the sole use of an alleged invention of [*"improvements in the manufacture of Pins."*]

The said [*Godfrey Watson hath filed a bill in Chancery against the said William Winterton, to restrain him from committing certain supposed infringements of the said letters patent,*] but no other legal proceedings have to the knowledge of the said [*W. Winterton*] been taken upon or respecting the said letters patent.

Dated the [*twenty-first*] day of [*October, 1845.*]

(Signed)

[*W. H. Rymer,*]

[*Chancery Lane,*]

Solicitor for the said [*W. Winterton.*]

(No. 2.)

Attorney-general's *fiat* for the issuing of a *scire facias*.

(c) Upon the usual bond [or a bond for 2,000*l.*] (d) being given, let the writ issue.

(Signed)

[*F. Thesiger*] (e).

[*Temple, 1st November, 1845.*]

(No. 3.)

Bond to the senior clerk of the Petty Bag for payment of costs to the defendant if the patent is not repealed.

KNOW ALL MEN by these presents that we [*W. W. of &c., F. M. of &c., and W. L. of &c.*] are jointly and severally held and firmly bound to [*John Benthall, Esq.*] senior clerk of the Petty Bag in her Majesty's High Court of Chancery, in the penal sum of [*1,000*l.**] of good and lawful money of Great Britain, to be paid to the said [*John Benthall,*] or his certain attorney, executors, administrators, or assigns, for which payment to be well and truly made, we bind ourselves and each of us doth bind himself, our several and respective heirs, executors, and administrators, and every of them, for ever by these presents sealed with our seals, dated the [*third*] day of [*November*] in the [*ninth*] year of the reign of our sovereign Lady Victoria, by the grace of God of the United Kingdom of Great

(c) The *fiat* is always indorsed upon the draught of the intended writ.

(d) Under extraordinary circumstances the Attorney-general will sometimes require a bond to be given for

more than the usual amount, which is 1000*l.*; vide *ante*, p. 387.

(e) The Attorney-general's signature.

Britain and Ireland Queen, Defender of the Faith, and in the year of our Lord [1845.]

WHEREAS by certain letters patent of her present Majesty, Queen Victoria, under the Great Seal of the United Kingdom of Great Britain and Ireland, bearing date at Westminster the [second] day of [April] in the [first] year of her reign, reciting that, whereas [Charles Norton, of the city of Westminster, tallow-chandler,] had by his petition humbly represented unto her said Majesty that in consequence of a communication made to him by a certain foreigner resident abroad he was in possession of an invention of [improvements in the manufacture of Candles]; that the same was new in England, Wales, and the town of Berwick-upon-Tweed, and had not been practised therein by any other person or persons whomsoever to his knowledge or belief; the petitioner therefore most humbly prayed that her said Majesty would be graciously pleased to grant unto him, his executors, administrators, and assigns, her said Majesty's royal letters patent, under the Great Seal of Great Britain, for the sole use, benefit, and advantage of the said invention within England and Wales, and the town of Berwick-upon-Tweed, for the term of fourteen years, pursuant to the statute in that case made and provided; and that her said Majesty, being willing to give encouragement to all arts and inventions which might be for the public good, was graciously pleased to condescend to the petitioner's request; and therefore her said Majesty, of her especial grace, certain knowledge, and mere motion, did, by the said letters patent, for herself, her heirs, and successors, give and grant unto the said [C. N.] his executors, administrators, and assigns, her said Majesty's especial licence, full power, sole privilege, and authority, that he, the said [C. N.,] his executors, administrators, and assigns, and every of them, by himself and themselves, or by his and their deputy or deputies, servants, or agents, or such others as he, the said [C. N.,] his executors, administrators, and assigns should at any time agree with, and no others, from time to time, and at all times thereafter during the term of years therein expressed, should, and lawfully might, make, use, exercise, and vend the said invention within that part of her said Majesty's United Kingdom of Great Britain and Ireland, called England, her dominion of Wales, and town of Berwick-upon-Tweed, in such manner as to him, the said [C. N.,] his executors, administrators, and assigns, or any of them should, in his or their discretions seem meet; and that he, the said [C. N.,] his executors, administrators, and assigns should, and lawfully might, have and enjoy the whole profit, benefit, commodity, and advantage from time to time coming, growing, accruing, and arising by reason of the said invention, for and during the term of years therein mentioned; to have, hold, exercise, and enjoy the said licence, powers, privileges, and advantages thereinbefore granted, or mentioned to be granted unto the said [C. N.,] his executors, administrators, and assigns, for and during, and unto the full end and term of fourteen years from the date of the said letters patent next and immediately ensuing and fully to be complete and ended, according to the statute in such case made and provided.

AND WHEREAS a certain writ of our said Lady the Queen, called a *scire facias*, bearing date at Westminster the [second] day of [November,] in the [ninth] year of the reign of her said Majesty, at the instance and request of the said [W. W.,] for certain reasons in the said writ of *scire facias* specified, lately issued out of her said Majesty's High Court of Chancery, directed to the sheriff of Middlesex, whereby our said Lady the Queen commanded the said sheriff that, by good and lawful men of his bailiwick, he should give notice to the said [C. N.,] that he, before her said Majesty, in her said Majesty's Chancery, on [the twenty-fifth] day of [November, now instant,] wheresoever it should then be, to shew if he, the said [C. N.,] had or knew anything to say for himself why the said letters patent, so as aforesaid granted to him, the said [C. N.,] and the enrolment of the same for the reasons aforesaid, ought not to be cancelled, vacated, and disallowed, and those letters patent restored unto her said Majesty's Chancery, there to be cancelled. And further, to do and receive those things which her said Majesty's Chancery should consider in that behalf.

NOW THE CONDITION of the above-written obligation is such, that if the said letters patent so obtained by, and granted to the said [C. N.,] as aforesaid, shall not be cancelled, vacated, or disallowed by means of the said writ of *scire facias*, or of any issue or issues, verdict or verdicts, judgment or judgments, or other proceeding or proceedings to be had, taken, or given, thereupon, or by virtue thereof, then if the said [W. W., F. M., and W. L.,] their executors or administrators, or any or either of them do, and shall, upon lawful demand being made of them or any of them for that purpose, well and truly pay, or cause to be paid unto the said [C. N.,] his executors, administrators, or assigns, all sum or sums of money, costs, charges, damages, and expenses whatsoever which he, the said [C. N.,] his executors, administrators, or assigns shall, or may bear, pay, sustain, or be subject, or put unto, by means, or on account of the said writ of *scire facias*, or of any such issue or issues, verdict or verdicts, or other proceeding or proceedings, to be had, taken, or given, thereupon, or by virtue thereof as aforesaid, or in anywise howsoever relating thereto, (such costs and charges to be taxed and regulated as between attorney and client and not as between party and party,) then the above written obligation to be void or else to remain in full force and effect.

(No. 4.)
Writ of *scire facias* to cancel and repeal a patent.

VICTORIA, by the grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, to the sheriff of Middlesex, greeting: Whereas we, [or his late Majesty King William the Fourth,] lately by our [or his] letters patent under our [or his] Great Seal of the said United Kingdom of Great Britain and Ireland, bearing date at Westminster the [twenty-fourth] day of [May,] in the [fourth] year of our [or his] reign, reciting that whereas [Charles Nicholson, of, &c.,] had by his petition humbly represented unto us, [or his said late Majesty,] that in consequence of a communication made to him by a certain foreigner resident abroad, he was in possession of an invention of [improvements in

machinery for, &c.]; That the same was new in England, Wales, and the town of Berwick upon Tweed, and had not been practised therein by any other person or persons whomsoever to his knowledge and belief; The petitioner therefore most humbly prayed that we [or his said late Majesty] would be graciously pleased to grant unto him, his executors, administrators, and assigns, our royal letters patent under the Great Seal of Great Britain for the sole use, benefit, and advantage of the said invention within England, Wales, and the town of Berwick upon Tweed, for the term of fourteen years, pursuant to the statute in that case made and provided: And we [or his said late Majesty] having been willing to give encouragement to all arts and inventions which might be for the public good, were [or was] graciously pleased to condescend to the petitioner's request: Therefore we [or his said late Majesty] of our [or his] especial grace, certain knowledge, and mere motion, did by our [or his] said letters patent for us, [or himself] our [or his] heirs, and successors, give and grant unto the said [C. N.,] his executors, administrators, and assigns, our [or his said late Majesty's] especial licence, full power, sole privilege, and authority, that he the said [C. N.,] his executors, administrators, and assigns, and every of them by himself and themselves, or by his and their deputy or deputies, servants or agents, or such others as he the said [C. N.,] his executors, administrators, or assigns, should at any time agree with and no others, from time to time, and at all times thereafter during the term of years therein expressed, should and lawfully might make, use, exercise, and vend the said invention within that part of our [or his said late Majesty's] United Kingdom of Great Britain and Ireland, called England, our [or his] dominion of Wales, and town of Berwick upon Tweed, in such manner as to him the said [C. N.,] his executors, administrators, and assigns, or any of them should in his or their discretions seem meet: And that he the said [C. N.,] his executors, administrators, and assigns, should and lawfully might have and enjoy the whole profit, benefit, commodity, and advantage from time to time coming, growing, accruing, and arising by reason of the said invention for and during the term of years therein mentioned. To have, hold, exercise, and enjoy the said licences, powers, privileges, and advantages thereinbefore granted or mentioned to be granted unto the said [C. N.,] his executors, administrators, and assigns, for and during, and unto the full end and term of fourteen years from the date of our [or the] said letters patent next and immediately ensuing, and fully to be complete and ended according to the statute in such case made and provided. And to the end that he the said [C. N.,] his executors, administrators, and assigns, and every of them might have and enjoy the full benefit and the sole use and exercise of the said invention according to our [or his said late Majesty's] gracious intention thereinbefore declared, we [or his said late Majesty] did by our [or his] said letters patent for us, [or himself] our [or his] heirs, and successors, require and strictly command all and every person and persons, bodies politic, corporate, and all other our [or his] subjects whatsoever, of what estate, quality, or degree, name, or condition soever they were within that said part

of our [or his] United Kingdom of Great Britain and Ireland, called England, our [or his] dominion of Wales, and town of Berwick upon Tweed aforesaid, that neither they nor any of them, at any time during the continuance of the said term of fourteen years thereby granted, either directly or indirectly do make, use, or put in practice the said invention, or any part of the same so attained unto by the said [C. N.,] as aforesaid, or in anywise counterfeit, imitate, or resemble the same, nor should make, or cause to be made any addition thereunto, or subtraction from the same, whereby to pretend himself, or themselves the inventor or inventors, deviser or devisors thereof, without the licence, consent, or agreement of the said [C. N.,] his executors, administrators or assigns, in writing under his or their hands and seals first had and obtained in that behalf, upon such pains and penalties as could or might be justly inflicted on such offenders for their contempt of that our [or his said late Majesty's] royal command, and further to be answerable to the said [C. N.,] his executors, administrators, and assigns, according to law for his and their damages thereby occasioned: And in which said letters patent, amongst other provisoes and things therein expressed, were and are contained provisoes to the purport and effect following, (that is to say,) provided always, and those our [or his said late Majesty's] said letters patent were therein declared to be upon this condition, that if at any time during the said term thereby granted, it should be made appear to us, [or his said late Majesty] our [or his] heirs, or successors, or any one or more of our [or his] or their Privy Council, that that our said grant was contrary to law, or prejudicial, or inconvenient to our [or his] subjects in general, or that the said invention was not a new invention as to the public use and exercise thereof, in that said part of our [or his] United Kingdom of Great Britain and Ireland, called England, our [or his] dominion of Wales, and town of Berwick upon Tweed aforesaid, or not first introduced therein by the said [C. N.] as aforesaid; then upon signification or declaration thereof to be made by us, [or his said late Majesty] our [or his] heirs, or successors, under our [or his] or their signet or Privy Seal, or by the Lords and others of our [or his] or their Privy Council, or any six or more of them under their hands, our [or his said late Majesty's] said letters patent should forthwith cease, determine, and be utterly void to all intents and purposes, any thing thereinbefore contained to the contrary thereof in anywise notwithstanding: Provided always, that if the said [C. N.] should not particularly describe and ascertain the nature of the said invention, and in what manner the same was to be performed, by an instrument in writing under his hand and seal, and cause the same to be enrolled in our [or his said late Majesty's] High Court of Chancery within [six] calendar months next and immediately after the date of our [or his] said letters patent, that then our [or his] said letters patent, and all liberties and advantages whatsoever thereby granted, should utterly cease, determine, and become void, any thing thereinbefore contained, to the contrary thereof in anywise notwithstanding, as by the said letters patent enrolled in our [or his said late Majesty's] said Chancery, (amongst other things,) more fully and at

large appears. And whereas we are given to understand that although the said [C. N.] did cause a certain specification or instrument in writing under his hand and seal, bearing date the [eleventh] day of [October,] in the year of our Lord [1840,] [together with certain drawings thereunto annexed,] to be enrolled in our [or his said late Majesty's] said High Court of Chancery at Westminster, in the county of Middlesex, within [six] calendar months next and immediately after the date of our [or his] said letters patent, to wit, on the day and year last aforesaid. And which said specification or instrument in writing was, and is in the words, letters, and figures following, (that is to say,) "TO ALL TO WHOM THESE PRESENTS," &c. [Here set out the whole of the specification,] as by the enrolment of the said specification or instrument in writing in our [said] High Court of Chancery, at Westminster aforesaid, fully and at large appears. [And true copies of which said several drawings, and of the said figures and letters thereon, are hereunto annexed,] the said [C. N.] by the said instrument in writing, [and the said drawings thereunto annexed,] pretending that he did thereby, in compliance with the said proviso, particularly ascertain and describe the nature of the said supposed invention, and in what manner the same is to be performed:

1. YET we are also given to understand and be informed, THAT (f) *Suggestions.* the said [C. N.] did not invent the said supposed invention in the said petition and letters patent mentioned.

2. AND ALSO that the said [C. N.] was not the true and first inventor within this realm of the said supposed invention.

3. AND ALSO that the said supposed invention was not communicated to the said [C. N.] by any foreigner resident abroad, in manner and form as by the said petition of the said [C. N.] was falsely suggested and represented unto us.

4. AND ALSO that the said supposed invention was not attained unto as by the said [C. N.] as in the said letters patent mentioned.

5. AND ALSO that the said supposed invention in the said petition and letters patent mentioned was not any improvement whatever [in machinery for, &c.] as by the said petition of the said [C. N.] falsely suggested and represented unto us.

6. AND ALSO that the said supposed invention in the said petition and letters patent mentioned was not new in England, Wales, and Berwick upon Tweed, [or in this realm,] as by the said petition of the said [C. N.] falsely suggested and represented unto us.

7. AND ALSO that it was false and untrue that the said alleged and pretended invention had not been practised in England, Wales, and Berwick upon Tweed, [or in this realm,] by any other person or persons whomsoever to his the said [C. N.'s.] knowledge, information, or belief, as by the said petition of the said [C. N.] falsely suggested and represented unto us.

(f) Such of the suggestions here given must be selected as are applicable to the circumstances of the case. Al-

though the suggestions are numbered in the above form, they are not to be so in the writ.

8. AND ALSO that the said petition and the several suggestions and representations therein made and contained are wholly and entirely false and untrue.

9. AND ALSO that the said supposed invention at the time of the making of the said letters patent was not a new invention as to the public knowledge, use, and exercise thereof in this realm.

10. AND FURTHER that the said alleged and pretended invention was not first introduced therein by the said [C. N.]

11. AND ALSO that the said supposed invention was not at the time of the making of the said letters patent an invention of a new manufacture within this realm.

12. AND ALSO that the said supposed invention was not an invention of any manner of manufacture.

13. AND ALSO that the said privilege which the said letters patent purport to grant was not a privilege of working or making any manner of manufacture.

14. AND ALSO that the said supposed invention was not at the time of the making of the said letters patent, of any use, benefit, or advantage whatsoever to the public.

15. AND ALSO that the said [C. N.] did not by the said specification or instrument in writing under his hand and seal, or by any other instrument in writing under his hand and seal; particularly ascertain and describe the nature of the said supposed invention, and in what manner the same supposed invention is to be performed.

16. AND MOREOVER, that the said [C. N.] did not within [six] calendar months next, and immediately after the date of the said letters patent, cause any instrument in writing under his hand and seal, particularly ascertaining and describing the nature of the said supposed invention; and in what manner the same is to be performed, to be inrolled in our said High Court of Chancery; but hath neglected so to do, contrary to the form and effect of the said letters patent and of the said last-mentioned proviso in that behalf.

BY MEANS of which said several premises the said letters patent, so as aforesaid granted to the said [C. N.,] were and are, and ought to be void, and of no force or effect in law.

[(g) And whereas we are given to understand and be informed that the said letters patent, and the said liberties, privileges, and advantages, supposed to be thereby granted, or some part or parts thereof, has or have been assigned unto [A. B.] of, &c., and [C. D.] of, &c.]*

AND we being willing that what is just should be done in the premises, command you, that by good and lawful men of your bailiwick, you give notice to [each of them,] the said [C. N.,] [A. B. and C. D.,] that he be before us in our Chancery, on the [twenty-first] day of this present month of [November,] wheresoever it shall then be, to show if he hath or knoweth anything to say for himself why the said letters patent, so as aforesaid granted to the said [C. N.,] and the enrolment of the same,

(g) This allegation will, of course, only be inserted when it is known that the patent has been assigned.

for the reasons aforesaid, ought not to be cancelled, vacated, and disallowed, and those letters patent restored unto our said Chancery, there to be cancelled, and further to do and receive those things which our said Chancery shall consider in this behalf; And have you there the names of those by whom you shall so give him [or each of them the said C. N., A. B. and C. D.] notice, and this writ. WITNESS ourself at Westminster the [second] day of [November,] in the [eighth] year of our reign.

[Langdale] (h).

[Allen] (i).

VICTORIA, by the grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith. To the sheriff of [Surrey,] greeting: Whereas we lately by our letters patent, &c. [proceed precisely as in the first writ, No. 4, ante, p. 710, down to the *, ante, p. 714, after which proceed as follows.] AND we being willing that what is just should be done in the premises, lately commanded our sheriff of Middlesex that by good and lawful men of his bailiwick he should give notice to [each of them] the said [C. N.,] [A. B. and C. D.,] that he should be before us in our Chancery, at a certain day now past, wheresoever it should then be, to show if he had or knew any thing to say for himself why the said letters patent so as aforesaid granted to him, the said [C. N.,] and the enrolment of the same letters patent, for the reasons aforesaid, ought not to be cancelled, vacated, and disallowed, and those letters patent restored into our said Chancery, there to be cancelled. And further to do and receive those things which our said Chancery should consider in this behalf. And that the said sheriff should have there then the names of those by whom he should so give the said [C. N.,] [A. B. and C. D.,] notice, and our said writ.

(No. 5.)

Testatum scire facias to repeal and cancel a patent.

At which day, in our said writ contained, our sheriff of Middlesex, to wit, [M. G., Esquire, and G. F., Esquire,] returned to us in our Chancery aforesaid that the said [C. N.,] [A. B. and C. D.,] had not [nor had any of them] anything in his bailiwick whereby he could give him the said [C. N.] notice, as by the said writ he the said sheriff was commanded, nor was the said [C. N.,] [A. B. and C. D. or any of them,] found in the same.

And whereas it is testified before us in our Chancery aforesaid that the said [C. N.,] [A. B. and C. D.,] has [or have] sufficient in your bailiwick whereby you may give him [or each of them] notice.

Therefore we command you that by good and lawful men of your bailiwick you give notice to [each of them] the said [C. N.,] [A. B. and C. D.,] that he be before us in our Chancery, on the [eleventh] day of [January] now next ensuing, wheresoever it shall then be, to show if he hath or knoweth anything to say for himself why the said letters patent, so as aforesaid granted to him the said [C. N.,] and the enrolment of the same for the reasons aforesaid, ought not to be cancelled, vacated and

(h) The name of the Master of the Rolls.

of the Petty Bag who is prosecutor's nominal attorney.

(i) The name of one of the clerks

disallowed, and these letters patent restored unto our said Chancery, there to be cancelled. And further to do and receive those things which our said Chancery shall consider in this behalf. And have you there the names of those by whom you shall so give him [or each of them] notice, and this writ. WITNESS ourself at Westminster the [twenty-fifth] day of [November,] in the [eighth] year of our reign.

[Longdale] (k).

[Allen] (l).

(No. 6.)
Sheriff's warrant to two of his bailiffs to summons the defendant.

[MIDDLESEX] (to wit). To [A. B. and C. D.,] my bailiffs.

BY VIRTUE of her Majesty's writ to me directed, and which said writ is in the words and figures, or to the purport and effect following (that is to say) (m), "Victoria by the grace," &c. [Here copy the whole of the writ of scire facias.] I command that you give notice to [each of them] the said [C. N.,] [A. B. and C. D.,] in the said writ named, that he be in the Chancery of our said Lady the Queen, at the time in the said writ mentioned, to show cause, as by the said writ he is required; as by the said writ I am commanded.

Dated this [fourth] day of [November, 1845.]

[J. K.] } Sheriff.
[L. M.] }

(No. 7.)
Another form of warrant.

[YORKSHIRE] (to wit), [Abraham King,] Esquire, sheriff of [Yorkshire,] to [A. B.] and [C. D.,] his bailiffs.

By virtue of the writ of our Lady the Queen to me directed, (a copy whereof is hereunto annexed,) whereby I am commanded that, by good and lawful men of my bailiwick, I shall make known to [R. S., of, &c.] in the said writ named, that he be in the Chancery of our said Lady the Queen, on the [eleventh] day of [January] next coming, wheresoever it (n) shall then be in England, to show if he hath or knoweth anything to say for himself why certain letters patent, granted to him for the sole use of an invention of ["improvements," &c. Here insert the title of the invention,] as in the said writ mentioned, and the enrolment of the same letters patent, for certain reasons in the said writ mentioned, ought not to be cancelled, vacated, and disallowed, and those letters patent restored into the said Chancery of our said Lady the Queen, there to be cancelled. And further to do and receive those things which the said Chancery of our said Lady the Queen should consider in that behalf. NOW I the said sheriff command you that you make known and give notice to the said [R. S.] that he be and appear in the said Chancery of our said Lady

(k) The name of the Master of the Rolls.

(l) The name of the clerk of the Petty Bag who is the nominal-attorney for the prosecutor.

(m) This form of warrant is un-

necessarily long, (the whole writ being set out,) and when the writ has drawings annexed to it, the form is inapplicable. The next form seems to be the best for all general purposes.

(n) That is, the Chancery.

the Queen, at the time in the said writ mentioned, to show cause and to do and receive such things, as by the said writ he is required; As by the said writ I am commanded.

Dated this [first] day of [December, 1845.]

By the Sheriff,
or
[Abraham King,] Sheriff.

IN THE PETTY BAG, IN CHANCERY.

(No. 8.)

[Hilary] Term, in the [eighth] year of the reign of Queen Victoria. Rule to return
a writ of scire
facias.

[Second] rule day.

The Queen
v.
[Clark & another.] } It is ordered that the sheriff of the county of
[Stafford] shall within [six] (o) days next after
notice of this rule to be given to his under-sheriff,
peremptorily return the writ of [testatum] scire facias issued in this
cause.

[Bentall] (p).

IN THE PETTY BAG, IN CHANCERY.

(No. 9.)

[Hilary] Term, in the [eighth] year of the reign of Queen Victoria. Declaration.

ENGLAND (to wit). Our Lady the Queen sent to her sheriff of Middlesex, [or if there was a testatum scire facias, name the county to the sheriff of which it was directed,] her writ closed in these words, "Victoria by the grace of God," &c. [Here the whole of writ of scire facias, or testatum scire facias, as the case may be, is to be inserted, after which proceed as follows.] At which day, that is to say, on the said [eleventh] day of [January,] the said sheriff, to wit, [L. K.] Esquire, and [N. M.] Esquire, sheriff of Middlesex, [or the county into which the testatum writ was directed,] returned to our said Lady the Queen, in her Chancery at Westminster aforesaid, that by [G. S.] and [R. C.,] good and lawful men of his bailiwick, he had given notice to the said [C. N.,] as he the said sheriff was by the said writ commanded. And thereupon the said [C. N.,] by [William Gawler,] Esquire, his attorney comes *. Whereupon Sir [William Webb Follett,] Knight, Attorney-general of our said Lady the Queen, who for our said Lady the Queen prosecutes in this behalf, being present here in Court in his own proper person, prays that the said letters patent, and the enrolment of the same, may be cancelled, vacated, and disallowed, and the said letters patent restored into her said Majesty's Chancery, here to be cancelled.

(o) The rule will be returnable in four days, if the writ is directed to the sheriffs of London or Middlesex.

(p) The name of the clerk in the Petty Bag to whose division the case belongs.

(No. 10.) IN THE PETTY BAG, IN CHANCERY.

Declaration concluding with a nolle prosequi to some of the suggestions in the writ.

[Hilary] Term, in, &c.

ENGLAND (to wit). Our Lady the Queen, &c. [Proceed as in the last form down to the *, and then as follows.] Whereupon Sir [William Webb Follett,] Knight, Attorney-General of our said Lady the Queen, who for our said Lady the Queen prosecutes in this behalf, being present here in Court in his own proper person, as to the [first] suggestion above contained, whereby it is alleged that [here state the suggestion,] saith, that he will not further prosecute this suit against the said [C. N.] in respect of the matters and reasons in the said [first] suggestion mentioned. And therefore as to the said [first] suggestion above contained let the said [C. N.] go thereof without day, &c. And as to the [fourth] suggestion contained, whereby it is alleged that, &c. [state the suggestion,] the said Sir [William Webb Follett,] Knight, who prosecutes as aforesaid, says that he will not further prosecute, &c. [proceed as before, and after the nolle prosequi conclude as follows,] And the said Sir [William Webb Follett,] Knight, who prosecutes as aforesaid, prays that for the residue of the matters and reasons aforesaid, the said letters patent, and the enrolment of the same, may be cancelled, vacated, and disallowed, and the said letters patent restored into her said Majesty's Chancery, here to be cancelled.

(No. 11.) IN THE PETTY BAG, IN CHANCERY.

Rule to answer.

[Hilary] Term, in the [eighth] year of the reign of Queen Victoria.

(a) [First] rule day.

The Queen
v.
[Clark & another.] } Unless the defendants answer in eight days let judgment be entered.

[Plumer] (r).

(No. 12.)

Nolle prosequi after declaration, and before plea to some of the suggestions in a scire facias.

AND the said Sir [W. W. F.,] Knight, who prosecutes as aforesaid, as to the [third] suggestion above contained, whereby it is alleged that [the said C. N. was not in possession of the said supposed invention, as by the said petition of the said C. N. suggested and represented unto her said Majesty,] saith, that he will not further prosecute this suit against the said [C. N.] in respect of the matters and reasons in the said [third] suggestion mentioned. And therefore as to the said [third] suggestion above contained let the said [C. N.] go thereof without day, &c. And as to the [seventh] suggestion above contained, whereby it is alleged that, &c. [here state the suggestion,] the said Sir [W. W. F.,]

(g) Or the second, or other rule day of the term.

(r) The name of the clerk to whose division the action belongs.

Knight, who prosecutes as aforesaid says, that he will not further prosecute, &c. [conclude as before.]

IN THE PETTY BAG, IN CHANCERY.

(No. 13.)

[Trinity] Term, in the [eighth] year of the reign of Queen Victoria.

Plea in abatement that defendant has assigned the patent (e).

[H. W. C.] } AND the said [H. W. C.] prays judgment of the said
ats. } writ, because he says that before the day of suing out the
The Queen. } said [first] mentioned writ (t), and before the commence-
ment of this suit, to wit, on the [fifth] day of [March,] in the [third]
year of the reign of our Lady the now Queen, and in the year of our Lord,
[1840,] he, the said [H. W. C.,] by a certain indenture then made
between the said [H. W. C.] of the one part, and [C. L. C. C. of, &c.] of
the other part, and which said indenture, sealed with the seals of the said
[H. W. C.] and [C. L. C. C.] respectively, having been delivered to the
said [C. L. C. C.] before the commencement of this suit; and there
being no counterpart thereof, and neither the said indenture, nor any
counterpart thereof being in the custody or possession of the said
[H. W. C.,] he, the said [H. W. C.,] cannot produce the said indenture
to the Court here; he, the said [H. W. C.,] for the considerations in the
same indenture mentioned, did assign, transfer, and set over unto the
said [C. L. C. C.,] his executors, administrators, and assigns the said
letters patent in the said writ mentioned; and all the exclusive right,
exercise, and enjoyment of the said invention to be derived from the said
letters patent, and thereby granted to the said [H. W. C.,] his executors,
administrators, and assigns, as in the said letters patent mentioned; and
all and singular the liberties, privileges, profits, and emoluments, and ad-
vantages whatsoever thereunto belonging, and in anywise to be had there-
from. To have, hold, exercise, and enjoy the said letters patent, and
premises, privileges, and authorities thereunto belonging, and all other the
premises thereinbefore expressed, to be thereby assigned unto the said
[C. L. C. C.,] his executors, administrators, and assigns thenceforth
during all the residue of the said term in and by the said letters patent
granted, and for all other the term and interest of the said [H. W. C.,]
therein, in as full and beneficial a manner to all intents and purposes as
he, the said [H. W. C.,] by virtue of the said letters patent, might or
could have held or enjoyed the same if the said indenture had not been
made. And the said [H. W. C.] further says that he, the said [H. W. C.,]

(e) Vide ante, p. 398, respecting this plea. Until recently there was no established practice in the Petty Bag, as to the time within which a plea in abatement is to be pleaded. The Lord Chancellor has however ordered that in future the practice is to be the same

as in the other Common Law Courts, and therefore, the plea must now be pleaded within four days.

(t) The defendant appeared to the second writ, the first having been returned nihil.

afterwards, and after the making of the said indenture, and before the day of the suing out of the said writ, and before the commencement of this writ, to wit, on the day and year last aforesaid, delivered the said letters patent and indenture to the said [C. L. C. C.,] who then accepted the said assignment of the said letters patent and privilege by the said indenture assigned, and who then received, and had of and from him, the said [H. W. C.,] the said letters patent and indenture: By virtue of which said indenture and assignment, and of the said acceptance thereof, and of the said delivery of the said letters patent and indenture to the said [C. L. C. C.,] as aforesaid, he, the said [C. L. C. C.,] then and thenceforth became and was possessed of and interested in the said letters patent, and the said licence, power, privilege, and authority thereby granted, as in the said writ mentioned, for the sole and exclusive use and benefit of him, the said [C. L. C. C.] And the said [H. W. C.] further says, that by virtue of the said indenture and assignment, and acceptance thereof, and of the said delivery of the said letters patent to the said [C. L. C. C.] as aforesaid, he, the said [H. W. C.,] immediately after the making of the said indenture, and the delivery of the said letters patent and indenture to the said [C. L. C. C.] as aforesaid, to wit, on the day and year last aforesaid, became, and was divested of, and ceased to have or possess any right, title, or interest whatsoever to or in the said letters patent, licence, power, privilege, and authority, or any part thereof, and hath not at any time afterwards or since had, and hath not now any right, title, or interest whatsoever to or in the said letters patent, licence, power, privilege, and authority, or any part thereof. And the said letters patent have not at any time since the making of the said indenture, and the delivery of the said letters patent and indenture to the said [C. L. C. C.] as aforesaid, and are not now in the custody, power, or control of him the said [H. W. C.] And this the said [H. W. C.] is ready to verify. Wherefore he prays judgment of the said writ, and that the same may be quashed, &c. (u).

(No. 14.) IN THE PETTY BAG, IN CHANCERY.

Demurrer to
the whole decla-
ration.

[Hilary] Term, in the [eighth] year of the reign of
Queen Victoria (x).

[Smith] } AND the said defendant [John Smith] says, that our said
ats. } Lady the Queen ought not to impeach the said letters
The Queen. } patent by reason of the several matters in the said writ (y)
mentioned and contained, because he, the said defendant [J. S.,] says,
that the said writ and declaration, and the said several matters therein

(u) The plea must be verified by affidavit in the usual way.

(x) If the demurrer is filed in vacation it must be entitled as of the

preceding term.

(y) A defendant answers upon the writ in *scire facias*.

mentioned and contained are not sufficient in law to impeach the said letters patent, or to cause the said letters patent to be cancelled or vacated, or to compel him the said [J. S.] to answer thereto; and that he the said defendant [J. S.] is not bound by law to answer the same; And this the said defendant [J. S.] is ready to verify, &c. Wherefore by reason of the insufficiency of the said writ and declaration, and the said several matters therein mentioned and contained, the said defendant [J. S.] prays judgment, and that he may be dismissed and discharged by the Court here of the premises in the said writ and declaration mentioned and contained, and from answering the said writ and declaration, and the said several matters therein mentioned and contained, &c. (e).

IN THE PETTY BAG, IN CHANCERY.

(No. 15.)

[Michaelmas] Term in the [seventh] year of the reign of Queen Victoria. Demurrer to one of the suggestions in a scire facias.

[Smith] } AND the said defendant [J. S.] as to the [fifth] sug-
ats. } gession in the said writ contained, whereby it is alleged
The Queen. } that, &c., [here insert the suggestion to which the demurrer
is intended to apply,] says that our said Lady the Queen ought not to impeach the said letters patent by reason of the matters in the said [fifth] suggestion mentioned and contained, because he the said defendant [J. S.] says that the said suggestion and the said matters therein mentioned and contained, are not sufficient in law to impeach the said letters patent, or to compel him the said [J. S.] to answer thereto, and that he the said defendant [J. S.] is not bound by law to answer the same. And this he the said defendant [J. S.] is ready to verify, &c. Wherefore by reason of the insufficiency of the said [fifth] suggestion, and the said matters therein mentioned and contained, the said defendant [J. S.] prays judgment, and that he may be dismissed and discharged by the Court here of the premises in the said [fifth] suggestion contained, and from answering the said [fifth] suggestion and the said matters therein mentioned and contained, &c. (a).

IN THE PETTY BAG, IN CHANCERY.

(No. 16.)

[Easter] Term in the [fourth] year of the reign of Queen Victoria. Special demurrer.

[Smith] } AND the said defendant [J. S.] &c. [Here insert the
ats. } demurrer in one of the two last forms according to circum-
The Queen. } stances, and then proceed as follows.] And the said
defendant [J. S.] according to the form of the statute in such case made

(z) If the defendant demurs on the ground of defects in form, he must state such causes of demurrer specially. See the Form, *post*. The demurrer

must be signed by counsel.

(a) If there are any causes of special demurrer they must be stated. See the next Form.

and provided, states and shows to the Court here the following causes of demurrer to the said writ and declaration, (that is to say,) that, &c. [Here state the particular causes of special demurrer, and then conclude thus.] And also that the said writ and declaration are [or the said [fifth] suggestion is] in other respects uncertain, informal, and insufficient.

(No. 17.) IN THE PETTY BAG, IN CHANCERY.

Joinder in demurrer by the Attorney-general.

[Trinity] Term in the [third] year of the reign of Queen Victoria.

The Queen } AND the said Sir [F. P.] who prosecutes as aforesaid,
v. } [or Sir T. W., Knt. the now Attorney-general of our said
[Smith.] } Lady the Queen, who for our said Lady the Queen now prosecutes in this behalf (b),] for our said Lady the Queen says, that the said writ and declaration, and the said several matters therein mentioned and contained, [or the said [fifth] suggestion, and the said matters therein mentioned and contained,] are good and sufficient in law to cause the said letters patent to be cancelled and vacated, and to compel the said defendant [J. S.] to answer the said matters. Wherefore for want of a sufficient answer in this behalf, the said [Sir F. P.,] who prosecutes as aforesaid, for our said Lady the Queen prays judgment, and that the said letters patent, and the said enrolment of the same letters patent, may be cancelled, vacated, and disallowed; and the said letters patent restored into her said Majesty's Chancery here to be cancelled.

(No. 18.) IN THE PETTY BAG, IN CHANCERY.

Pleas in bar to the suggestions in a writ of scire facias.

[Michaelmas] Term in the [sixth] year of the reign of Queen Victoria (c).

[Smith] } AND the said [Jacob Smith,] as to the said [first] sugges-
ats. } tion in the said writ contained, whereby it is suggested and
The Queen. } alleged that the said [J. S.] did not invent the said invention in the said writ mentioned; says that he the said [J. S.] did invent the said invention: And of this the said [J. S.] puts himself upon the country, &c.

2. And as to the said [second] suggestion in the said writ contained, whereby it is suggested and alleged that the said [J. S.] was not the true and first inventor within this realm of the said invention; the defendant [J. S.] says that he the said [J. S.] was the true and first inventor within this realm of the said invention: And of this the defendant puts himself upon the country, &c.

(b) If there has been any change in the office of Attorney-general since the last pleading, the words within brackets must be used.

(c) The pleas must be entitled as of the term in which they are filed if filed in term time; but if filed in vacation then as of the preceding term.

3. And as to the said [third] suggestion in the said writ contained, whereby it is suggested and alleged that the said invention was not communicated to the said [J. S.] by a foreigner resident abroad, as by the said petition of the said [J. S.] in the said writ mentioned, suggested, and represented to her said Majesty; the defendant [J. S.] saith that the said invention was communicated to the said [J. S.] by a certain foreigner, to wit, [A. B.] resident abroad as by the said petition of the said [J. S.] in the said writ mentioned, was suggested and represented unto her said Majesty: And of this the defendant puts himself upon the country, &c.

4. And as to the said [fourth] suggestion in the said writ contained, whereby it is suggested and alleged that the said invention was not attained unto by the said [J. S.] as in the said letters patent mentioned; the defendant [J. S.] saith that the said invention was attained unto by him the said [J. S.] as in the said letters patent mentioned: And of this the defendant puts himself upon the country, &c.

5. And as to the said [fifth] suggestion in the said writ contained, whereby it is suggested and alleged that the said invention in the said petition and letters patent mentioned, was not any improvement whatsoever [in machinery for, &c.] as by the said petition of the said [J. S.] suggested and represented to her said Majesty; the defendant [J. S.] saith that the said invention was an improvement [in machinery for, &c.] in manner and form as in the said petition alleged: And of this the defendant [J. S.] puts himself upon the country, &c.

6. And as to the said [sixth] suggestion in the said writ contained, whereby it is suggested and alleged that the said invention in the said petition and letters patent mentioned, was not new in England, Wales, and Berwick upon Tweed (d), [or in this realm,] as by the said petition of the said [J. S.] suggested and represented unto her said Majesty; the defendant [J. S.] saith that the said invention in the said petition, and letters patent mentioned, was new in England, Wales, and Berwick upon Tweed, [or in this realm,] in manner and form as by his said petition suggested and represented unto her said Majesty: And of this the defendant puts himself upon the country, &c.

7. And as to the said [seventh] suggestion in the said writ contained, whereby it is suggested and alleged that it was false and untrue that the said invention had not been practised in England, Wales, and Berwick upon Tweed, [or in this realm,] by any other person or persons whomsoever to his the said [J. S.'s] knowledge or belief; the defendant [J. S.] saith that the said invention had not been practised in England, Wales, or Berwick upon Tweed, [or in this realm,] by any other person or persons whomsoever, to his the said [J. S.'s] knowledge, information, or belief, in manner and form as by his said petition suggested and represented: And of this the defendant puts himself upon the country, &c.

8. And as to the said [eighth] suggestion in the said writ contained, whereby it is suggested and alleged that the said petition and the several suggestions and representations therein made and contained, are wholly

(d) The allegation ought to be "new in this realm."

and entirely false and untrue; the said defendant [J. S.] saith that the said suggestions and representations in the said petition made and contained, are not, nor is either, or any of them false or untrue: And of this the defendant [J. S.] puts himself upon the country, &c.

9. And as to the said [ninth] suggestion in the said writ contained, whereby it is suggested and alleged that the said invention, at the time of the making of the said letters patent, was not a new invention as to the public knowledge, use, and exercise thereof in this realm; the said defendant [J. S.] saith that the said invention at the time of the making of the said letters patent was a new invention as to the public knowledge, use, and exercise thereof in this realm: And of this the said defendant [J. S.] puts himself upon the country, &c.

10. And as to the said [tenth] suggestion in the said writ contained, whereby it is suggested and alleged that the said invention was not first introduced into this realm by the said [J. S.]; the said defendant [J. S.] saith that the said invention was first introduced into this realm by him the said [J. S.]: And of this the said defendant [J. S.] puts himself upon the country, &c.

11. And as to the said [eleventh] suggestion in the said writ contained, whereby it is suggested and alleged that the said invention was not at the time of the making of the said letters patent an invention of a new manufacture within this realm; the said defendant [J. S.] saith that the said invention was at the time of the making the said letters patent an invention of a new manufacture within this realm, to wit, of the new manufacture in the said letters patent mentioned: And of this the said defendant [J. S.] puts himself upon the country, &c.

12. And as to the said [twelfth] suggestion in the said writ contained, whereby it is suggested and alleged that the said invention was not an invention of any manner of manufacture; the defendant [J. S.] says that the said invention was an invention of a certain manufacture, to wit, the manufacture in the said letters patent [and specification] mentioned: And of this the said defendant [J. S.] puts himself upon the country, &c.

13. And as to the said [thirteenth] suggestion in the said writ contained, whereby it is suggested and alleged that the said privilege which the said letters patent purport to grant, was not a privilege of working or making any manner of manufacture; the said defendant [J. S.] says that the said privilege was a privilege of working and making a certain manufacture, to wit, the said manufacture in the said writ [and specification] mentioned: And of this the said defendant [J. S.] puts himself upon the country, &c.

14. And as to the said [fourteenth] suggestion in the said writ contained, whereby it is suggested and alleged that the said invention was not, at the time of the making of the said letters patent, of any use, benefit, or advantage whatsoever to the public; the said defendant [J. S.] says, that the said invention was, at the time of the making of the said letters patent, of use, benefit, and advantage to the public: And of this the said defendant [J. S.] puts himself upon the country, &c.

15. And as to the said [fifteenth] suggestion in the said writ contained, whereby it is suggested and alleged that the said [J. S.] did not by the said specification or instrument in writing under his hand and seal in the said writ mentioned, or by any other instrument in writing under his hand and seal, particularly describe and ascertain the nature of the said invention, and in what manner the same invention is to be performed; the said defendant [J. S.] saith that he did, by the said specification or instrument in writing and drawing in the said writ mentioned and enrolled as therein mentioned, particularly describe and ascertain the nature of his said invention, and in what manner the same was and is to be performed: And of this the said defendant [J. S.] puts himself upon the country, &c.

16. And as to the said [sixteenth] suggestion in the said writ contained, whereby it is suggested and alleged that the said [J. S.] did not within [six] calendar months next and immediately after the date of the said letters patent, cause any instrument in writing under his hand and seal, particularly ascertaining and describing the nature of the said invention, and in what manner the same is to be performed, to be enrolled in her said Majesty's High Court of Chancery, but hath neglected so to do contrary to the form and effect of the said letters patent, and of the said proviso in that behalf; the said defendant [J. S.] says that he did within [six] calendar months next and immediately after the date of the said letters patent, to wit, on the [twenty-fourth] day of [November,] in the year of our Lord, [1841,] cause a certain instrument in writing under his hand and seal, [to wit, the said specification and instrument in writing under the hand and seal of the said [J. S.] in the said writ mentioned,] particularly ascertaining and describing the nature of the said invention, and in what manner the same is to be performed, to be enrolled in her said Majesty's said High Court of Chancery, according to the form and effect of the said letters patent, and the said proviso in that behalf, as by the enrolment of the said specification and instrument in writing now remaining of record in her said Majesty's same Court, fully and at large appears: And this the said defendant [J. S.] is ready to verify, &c. (e).

IN THE PETTY BAG, IN CHANCERY.

[Trinity] Term, in &c.

The Queen } AND the said Sir [F. P.,] who for our said Lady the
 v. } Queen, prosecutes as aforesaid for our said Lady the
 [Smith.] } Queen, doth the like.

(No. 19.)
 Common join-
 der by the At-
 torney-general
 to a plea in bar.

(e) When a plea concludes with a verification it must be signed by counsel.

(No. 20.) IN THE PETTY BAG, IN CHANCERY.

The like when there has been a change in the office of Attorney-general.

[Trinity] Term, in &c.

The Queen } AND Sir [Frederick Thesiger,] Knight, the now Attorney-general for our said Lady the Queen, who for our said
v. } Lady the Queen prosecutes, for our said Lady the Queen
[Smith.] } doth the like.

(No. 21.)
A second joinder.

AND the said Sir [F. T.] who prosecutes as aforesaid, for our said Lady the Queen doth the like.

(No. 22.) IN THE PETTY BAG, IN CHANCERY.

Replication to a plea alleging the sufficiency of a specification.

[Trinity] Term, in the [eighth] year of the reign of Queen Victoria.

The Queen } AND the said Sir [F. Thesiger,] who prosecutes as
v. } aforesaid for our said Lady the Queen, as to the plea of the
[Smith.] } said defendant [J. S.] by him [lastly] above pleaded; says that the said [J. S.] did not by the said [specification and] instrument in writing under the hand and seal of the said [J. S.] in that plea mentioned, particularly ascertain and describe the nature of the said supposed invention, and in what manner the same is to be performed, in manner and form as in the said last plea in that behalf alleged: And this the said Sir [F. T.,] who prosecutes as aforesaid, prays may be inquired of by the country, &c.

(No. 23.) IN THE PETTY BAG, IN CHANCERY.

Demurrer to a plea in *scire facias*.

[Hilary] Term, in the [seventh] year of the reign of Queen Victoria.

The Queen } AND the said Sir [F. P.] who prosecutes as aforesaid, [or
v. } Sir [T. W.] Knight, the now Attorney-general of our said
[Smith.] } Lady the Queen; who for our said Lady the Queen now prosecutes in this behalf (f),] for our said Lady the Queen says, that the said plea of the said defendant [J. S.] by him [fourthly] above pleaded, and the matters therein contained are not sufficient in law to bar our said Lady the Queen from impeaching the said letters patent, or prosecuting her said action against the said defendant [J. S.] by reason or in respect of the said [fourth] suggestion, and the said matters therein mentioned and contained, and to which the said [fourth] plea is pleaded; To which said plea in manner aforesaid, by the said defendant [J. S.] [fourthly] above pleaded, the said Sir [F. P.,] who prosecutes as aforesaid for our said Lady the Queen, is under no necessity nor in anywise bound to answer, and this he is ready to verify: Wherefore, for default of a sufficient plea in this behalf the said Sir [F. P.,] who prosecutes as aforesaid for our said Lady the Queen, prays judgment, and that the said letters patent, and the

(f) These words must be inserted when there has been a change in the office of Attorney-general since declaration.

said enrolment of the same letters patent, may be repealed, cancelled, vacated and disallowed, and the said letters patent restored into her said Majesty's Chancery, here to be cancelled, &c.

IN THE PETTY BAG, IN CHANCERY.

[Hilary] Term in the [seventh] year of the reign of Queen Victoria. (No. 24.)
Rule to join in demurrer.

[Third] rule day.

The Queen } Unless the defendant joins in demurrer in eight days
v. } let judgment be entered.
[A. B.] } [Allen.]

IN THE PETTY BAG, IN CHANCERY.

[Hilary] Term, in the [ninth] year of the reign of Queen Victoria. (No. 25.)
Rejoinder.

[Crawford] } AND the said defendant [John Crawford,] as to the said
ats. } replication of the said Sir [F. T.] to the said plea of the
The Queen } said [J. C.] by him [thirdly] above pleaded, [and which
the said Sir [F. T.] hath prayed, may be enquired of by the country,
doth the like.]

IN THE PETTY BAG, IN CHANCERY.

[Hilary] Term, in the [seventh] year of the reign of Queen Victoria. (No. 26.)
Joinder to a demurrer to a plea.

[Smith] } AND the said defendant [J. S.] says that the said plea by
ats. } him [fourthly] above pleaded, and the matters therein
The Queen } contained, are sufficient in law to bar our said sovereign
Lady the Queen from prosecuting her said action against him the said
defendant [J. S.] by reason or in respect of the said [fourth] sugges-
tion, and the said matters therein mentioned and contained, and to which
the said [fourth] plea is pleaded; which said plea and the matters therein
contained the said defendant [J. S.] is ready to verify as the Court
shall award: Wherefore, the said defendant [J. S.] prays judgment, and
that he may be dismissed and discharged by the Court here, of the
premises in the said [fourth] suggestion contained, &c.

PLEAS before our Lady the Queen, in her Chancery at West- (No. 27.)
minster, in the county of Middlesex, of the Term of [Saint Issue.
Michael] (g), in the [sixth] year of the reign of our Sovereign
Lady Victoria, by the grace of God of the United Kingdom
of Great Britain and Ireland, Queen, Defender of the Faith.

ENGLAND (to wit). Our Lady the Queen sent to her sheriff of, &c.
[Here copy the whole of the declaration (h), and if there has been a nolle

(g) This must be the term in or as
of which issue was joined.

(h) See Form, ante, p. 717, No. 9.

prosequi entered as to any of the suggestions, it should be inserted at the end of the declaration (i). And the said defendant [J. S.] as to the said [first] suggestion in the said writ contained whereby it is suggested and alleged, &c., [here insert the pleas, and all the other pleadings in proper order down to the joining of issue, including demurrers and joinders in demurrer, but without stating the dates of any of the pleadings; after which proceed as follows.]

THEREFORE to try the several issues above joined, the sheriff of Middlesex is commanded, that he cause to come before our Lady the Queen forthwith, wheresoever she shall then be in England, twelve free and lawful men of the body of the county of Middlesex, qualified as by law is required, by whom the truth of the matters may be the better known, and who are not of the kindred of the said [J. S.], to try upon their oath the said issues so above joined; because as well the said Attorney-general, who for our said Lady the Queen in this behalf prosecuteth, as the said [J. S.] have thereupon put themselves upon the said jury: The same day is given to the parties aforesaid there, &c.

(No. 28.)
Venire facias
out of Chancery
returnable in
the Queen's
Bench.

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, to the sheriff of Middlesex, greeting: We command you, that you do not forebear by reason of any liberty in your bailiwick, but that you cause to come before us forthwith wheresoever we shall then be in England, twelve good and lawful men of the body of your county, qualified as by law is required, by whom the truth of the matter may be better known, and inquired into, and who to [J. S.] are in nowise related, to take cognizance on their oaths, in a plea upon a *scire facias* between us, and the said [J. S.]; because as well Sir [W. W. F.] Knight, our Attorney-general who prosecutes for us in this behalf, as the said [J. S.] have put themselves upon that jury: And have you there the names of the jurors and this writ. Witness ourself at Westminster, the [second] day of [November,] in the [sixth] year of our reign.
[Allen] (k).

(No. 29.)
Chancery re-
cord.

PLEAS before our Lady the Queen, in her Chancery at Westminster, &c., [as in the form, No. 27, ante, p. 727]

ENGLAND (to wit). Our Lady the Queen, &c. [This record is merely a transcript on parchment of the issue, ante, p. 727, No. 27, and a copy of this record is afterwards transmitted to the Court of Queen's Bench, if there are any issues in fact to be tried; in which case the following words are to be added.] And thereupon, that is to say, on the said (l), [second] day of [November,] in [Michaelmas] Term aforesaid, in the [sixth] year of the reign of our said Lady the Queen, the tenor of the aforesaid record had before our said Lady the Queen in her Chancery here, is by the Right

(i) See Forms, ante, p. 718, Nos. 10 and 12.

(k) One of the clerks of the Petty Bag.

(l) This must be the first day of the term in which the record is taken into the Queen's Bench for the trial of the issues.

Honourable [John Singleton, Lord Lyndhurst, Baron Lyndhurst of Lyndhurst, in the county of Southampton,] Lord High Chancellor of Great Britain, taken and delivered with his own proper hands into the Court of our said Lady the Queen, before the Queen herself at Westminster, in the said county of Middlesex, to the end that the several issues above joined may be tried by the said jurors, which the said sheriff of Middlesex is above commanded that he cause to come before our said Lady the Queen as aforesaid according to the law and custom of England.

PLEAS before our Lady the Queen at Westminster, in the county of Middlesex, of [Michaelmas] Term, in the [sixth] year of the reign of our Sovereign Lady Victoria, by the grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith. (No. 30.)

Amongst the pleas of the Queen-Roll [xii.]

MIDDLESEX (to wit). BE IT REMEMBERED that the Honourable [John Singleton, Baron Lyndhurst,] Lord High Chancellor of Great Britain, on the [second] day of [November] in this same term, before our present Sovereign Lady the Queen at Westminster, in the county of Middlesex, hath delivered here into Court with his own proper hands the tenor of a certain record had before our said Lady the Queen in her Chancery, [(m) to the end that certain issues therein joined between our said Lady the Queen and [J. S.] may be duly tried by the country, according to the law and custom of England, and the tenor of which said record is] in these words, (that is to say, Record in Queen's Bench of the bringing in the transcript of the Chancery record in order to have the issues in fact tried.

“PLEAS before our Lady the Queen, in her Chancery at Westminster, in the county of Middlesex, of the Term of [Saint Michael,] in the [sixth] year of the reign of our Sovereign Lady Victoria, by the grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith.” Copy of Chancery record.

“ENGLAND (to wit). Our Lady the Queen sent to her sheriff of, &c.” [Here the whole of the Chancery record, (No. 29, ante, p. 728,) after which proceed as follows.]

*AND hereupon, forthwith, to wit, on the said [second] day of [November,] before our said Lady the Queen at Westminster aforesaid, come, as well the said Attorney-general, who for our said Lady the Queen in this behalf prosecuteth, as the said [J. S.,] by [William Henry Rymer,] his attorney, [or in his own proper person] (n). And the said sheriff of the said county of Middlesex hath not returned the said last-mentioned writ so to him directed, nor hath he done anything thereupon (o). Therefore as before the said sheriff of the said county of Appearance of the parties in Queen's Bench. Continuance.

(m) The words within brackets here are not always inserted, but when not inserted they are implied. See the conclusion of the Chancery Record, No. 29, above.

(n) The Form here given is only applicable when the action is tried at *Nisi Prius*, if the issues are tried at bar the form will, of course, be different.

(o) If a special jury has been nominated and reduced, and a continuance afterwards becomes necessary, it must not be entered as above, but by way of *vice comes non misit breve* after the award of the first *distringas juratores*, and the award of an *alias distringas*, as at the end of this Form.

Return of
venire.

Award of dis-
tringas inra-
tores.

Continuance
after award of
assisingas.

Middlesex is commanded that he do not forbear by reason of any liberty in his bailiwick, but that he cause to come before our said Lady the Queen, on the [eighth] day of [January,] next at Westminster, twelve good and lawful men of the body of the said county of Middlesex, qualified as by law is required, by whom the truth of the matters may be better known, and who are not of the kindred of the said [J. S.] At which day, to wit, on the [eighth] day of [January] aforesaid, before our said Lady the Queen at Westminster, come, as well the said Attorney-general, who for our said Lady the Queen in this behalf prosecuteth, as the said [J. S.] by his attorney aforesaid; and the sheriff of the said county of Middlesex hath returned the names of twelve jurors, none of whom come to try in form aforesaid: Therefore the sheriff of the said county of Middlesex is commanded that he do not forbear by reason of any liberty in his bailiwick, but that he distrain the bodies of the jurors aforesaid by all their lands and chattels in his bailiwick, so that neither they, nor any one for them, do put their hands to the same, until he shall have another command from our said Lady the Queen for that purpose; and that he answer to our said Lady the Queen for the issues thereof, so that he may have their bodies before our said Lady the Queen at Westminster, on [Wednesday] the [fifteenth] day of [April] next coming, or before the right trusty and well-beloved of our said Lady the Queen, [Thomas, Lord Denman,] Chief Justice of our said Lady the Queen, assigned to hold pleas before the Queen herself, or other justice assigned as aforesaid, if he shall come before that time, (that is to say,) on [Tuesday] next after the end of the term at Westminster, in the said county of Middlesex, in the Great Hall of Pleas there, according to the form of the statute in such case made and provided, to try upon their oath the said issues so above joined as aforesaid; in default of the jurors aforesaid, who came not to try in form aforesaid: Therefore let the sheriff of the said county of Middlesex have the bodies of the jurors aforesaid accordingly, to try in form aforesaid: The same day is given as well to the said Attorney-general, who for our said Lady the Queen in this behalf prosecuteth, as to the said [J. S.]: [(p) At which time (to wit), on the [fifteenth] day of [April,] in [Easter] Term, in the [eighth] year of the reign of our said Lady the Queen, before our said Lady the Queen at Westminster aforesaid, come, as well the said Sir [F. T.,] Knight, Attorney-general of our said Lady the Queen, who for our said Lady the Queen prosecuteth as aforesaid, as also the said [W. N.,] by his attorney aforesaid; And the said sheriff of Middlesex hath not returned the said last-mentioned writ so to him directed, nor the aforesaid Chief Justice the record: Therefore as before the sheriff of the said county of Middlesex is commanded that he do not forbear by reason of any liberty in his bailiwick, but that he distrain the bodies of the jurors aforesaid by all their lands and chattels in his bailiwick, so that neither they, nor any one for them, do put their hands to the same until he shall

(p) This continuance only becomes necessary when the trial does not take place at the sittings after a special jury has been nominated and reduced for the trial of the action. Vide ante, p. 408.

have another command from our said Lady the Queen for that purpose; and that he answer to our said Lady the Queen for the issues thereof, so that he may have their bodies before our said Lady the Queen at Westminster aforesaid, on [Thursday] the [twenty-second] day of [May] next coming, or before the said right trusty and well-beloved of our said Lady the Queen [Thomas, Lord Denman,] Chief Justice of our said Lady the Queen, assigned to hold pleas before the Queen herself, or other justice assigned as aforesaid, if he shall come before that time, (that is to say,) on [Friday] next after the end of the term at Westminster, in the county of Middlesex, in the Great Hall of Pious there, according to the form of the statute in such case made and provided, to try upon their oath the said issues so above joined as aforesaid; in default of the jurors aforesaid, who came not to try in form aforesaid: Therefore let the sheriff of the said county of Middlesex have the bodies of the jurors aforesaid accordingly to try in form aforesaid: The same day is given as well to the said Attorney-general, who for our said Lady the Queen in this behalf prosecuteth, as to the said (J. S.)]

MIDDLESEX. Let a record of *nisi prius* be made up between our Sovereign Lady the Queen and [Here insert the name and addition of the defendant from the writ of scire facias, as, "William Newton, of the Office for Patents, 66, Chancery Lane, in the county of Middlesex, Civil Engineer,"] for the trial of certain issues joined upon the pleas of the said [W. N.,] to a writ of *scire facias* issued out of the High Court of Chancery for the purpose of cancelling and repealing certain letters patent granted to the said [W. N.,] for an invention of ["improvements," &c. Here insert the title of the invention,] and cancelling the enrolment thereof. (No. 31.)
Attorney-general's warrant for a *nisi prius*.

By the controlment of [Michaelmas] (q) Term, [sixth] Victoria, [1842.]
(Signed) [W. W. Follett] (r).

PLEAS before our Lady the Queen, at Westminster, in the county of Middlesex, of [Michaelmas] Term, &c. [This record is merely a transcript of the Queen's Bench record, No. 30, ante, p. 729.] (No. 32.)
Nisi prius record.

VICTORIA, by the grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, to the sheriff of Middlesex, greeting: We command you, as before we have commanded (No. 33.)
Alias *Venire facias* out of the Queen's Bench (s).

(q) The term in which the record is brought into the Queen's Bench for trial.

(r) The warrant must be engrossed on parchment, signed by the Attorney-general, and annexed to the *nisi prius* record.

(s) This writ only becomes necessary when the cause is not tried at the sittings immediately after the record is brought into the Queen's Bench and a continuance is entered by a *vice comes non misit breve*.

you, that you do not forbear by reason of any liberty in your bailiwick, but that you cause to come before us forthwith [or on the [nineteenth] day of [April] next in the present term,] at Westminster, twelve good and lawful men of the body of your county, qualified as by law is required, by whom the truth of the matter may be better known and inquired into, and who to [W. N.] are in nowise related, to take cognizance on their oaths in a plea upon a *scire facias* between us and the said [W. N.,] because as well Sir [W. W. F.,] Knight, our Attorney-general, who prosecutes for us in this behalf, as the said [W. N.,] have put themselves upon that jury; and have you there the names of the jurors and this writ. WITNESS [Thomas, Lord Denman,] at Westminster, the [fifteenth] day of [April,] in the [sixth] year of our reign.

By the Court,
[Robinson.]

(No. 34.)
*Distringas
juratores.*

VICTORIA, by the grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, to the sheriff of Middlesex, greeting: We command you, [(t) as before we have commanded you,] that you do not forbear by reason of any liberty in your bailiwick, but that you distrain the bodies of the several persons named in the panel annexed to this writ, [or if the action is to be tried by a special jury, say, "Caleb Richardson, of, &c.," inserting the names and additions of the twenty-four special jurors as contained in the reduced list,] being the jurors summoned in our Court before us between us and [W. N.,] by all their lands and chattels in your bailiwick, so that neither they nor any one for them do put their hands to the same until you shall have another command from us for that purpose; and that you answer for the issues thereof, so that you may have their bodies before us at Westminster, on the [fifteenth] day of [April] next, or before our right trusty and well-beloved [Thomas, Lord Denman,] our Chief Justice, assigned to hold pleas before us, or other justice assigned as aforesaid, if he shall come before that time, (that is to say,) on [Tuesday] next, after the end of the term at Westminster, in our county of Middlesex, in the Great Hall of Pleas, there according to the form of the statute in such case made and provided, to try upon their oath certain issues joined between us and the said [W. N.] on our writ of *scire facias* out of our Court of Chancery, to cancel certain letters patent granted to the said [W. N.] for the supposed invention of certain [improvements in machinery for, &c.,] and to hear their judgments for their many defaults: And have you there then this writ. WITNESS [Thomas, Lord Denman,] at Westminster, the [eleventh] day of [January,] in the [sixth] year of our reign (u).

By the Court,
[Robinson.]

(t) The words within brackets are only to be inserted in an *alias distringas*.

(u) This writ must be tested as of

the return day of the *Venire facias juratores*, and made returnable on a day certain in term.

By the controlment of [Easter] Term, }
Roll. }

This writ is delivered of record before our Lady the Queen, at West- To be indorsed.
minster, the term and roll within written.

VICTORIA, by the grace of God of the United Kingdom of Great (No. 35.)
Britain and Ireland Queen, Defender of the Faith, To Subpœna ad
and to every of them, greeting: We command you, and every of you, that testificandum.
laying aside all excuses and pretences whatsoever, you and every of you
personally be and appear before our right trusty and well-beloved
[Thomas, Lord Denman,] our Chief Justice, assigned to hold pleas before
us, on [Tuesday] the [first] day of [February next,] by nine of the clock
in the forenoon of the same day, at Westminster, in our county of Mid-
dlesex, in the Great Hall of Pleas, there to testify the truth on our behalf
against [W. N.,] [or when the writ is obtained on behalf of the defendant,
to testify the truth between us and W. N.,] upon the trial of certain
issues joined between us and the said [W. N.,] upon the plea of the
said [W. N.,] to our writ of scire facias issued out of our High Court of
Chancery for the purpose of cancelling certain letters patent granted by
us to the said [W. N.] for an invention of [improvements in the manu-
facture of, &c. as the case may be, and if the writ is obtained for the
defendant add,] on behalf of the said [W. N.] * And this you or any of
you are not to omit under the penalty of one hundred pounds, to be
levied on the goods and chattels, lands and tenements of such of you as
shall fail herein. WITNESS [Thomas, Lord Denman,] at Westminster,
the [eleventh] day of [January,] in the [sixth] year of our reign (x).

By the Court,
[Robinson.]

VICTORIA, &c. [Here proceed as in the last form down to the *, and (No. 36.)
then as follows,] and that you or such of you in whose custody or power Subpœna duces
the same be, do bring with you and produce at the time and place afore- tecum.
said, [here describe the documents to be produced,] in order that the same
may be produced and given in evidence [on our behalf] before our said
Chief Justice [on behalf of the defendant:] And this you or any of you
are not to omit under the penalty of one hundred pounds, to be levied on
the goods and chattels, lands and tenements of such of you as shall fail
herein. WITNESS [Thomas, Lord Denman,] at Westminster, the
[eleventh] day of [January,] in the [sixth] year of our reign (x).

By the Court,
[Robinson.]

AFTERWARDS, that is to say, on the day and at the place lastly (No. 37.)
within mentioned, before the within named [Thomas, Lord Denman,] Postea.

(x) This writ must be tested as of a day in term time.

Chief Justice of our said Lady the Queen, assigned to hold pleas before the Queen herself, [*The Honourable Thomas Denman*] being associated unto the said Chief Justice, according to the form of the statute in such case made and provided come, as well the within named Sir [*F. P.*] Knight, Attorney-general of our said Lady the Queen, who for our said Lady the Queen in this behalf prosecuteth, as the within named [*W. N.*] by his attorney within mentioned, and the jurors of the jury within mentioned being called over, (to wit,) [*Caleb Richardson, &c. The names and additions of the jurors are here to be inserted,*] come, and are sworn upon the said jury, whereupon public proclamation is made here in Court for our said Lady the Queen, as the custom is, that if there be any one who will inform the aforesaid Chief Justice, the Queen's Attorney-general, the Queen's Serjeant-at-Law, or the jurors of the jury aforesaid, concerning the matters within contained; he should come forth and should be heard, and hereupon Sir [*William Webb Follett,*] Knight, Solicitor-general of our said Lady the Queen, offereth himself on behalf of our said Lady the Queen to do this; whereupon the Court here proceedeth to the taking of the inquest aforesaid, by the jurors aforesaid, now here appearing for the purpose aforesaid, who being chosen, tried, and sworn to speak the truth touching and concerning the matters within contained, as to the first issue within joined, say upon their oath that, &c. [*Here set out the findings of the jury upon each of the issues, as for example that the said (W. N.) did not by the said instrument in writing and drawing within mentioned, particularly describe and ascertain the nature of his said invention within mentioned, and in what manner the same was or is to be performed in manner and form as by the within plea of the said (W. N.) by him (firstly) within pleaded is alleged; and if the jury is discharged from giving verdicts upon any of the issues, then after entering the verdicts upon the issues as to which there were findings by the jury, the following words must be added.*] And as to the several other issues within joined by the consent of the said Sir [*F. P.*] who prosecuteth as aforesaid on behalf of our said Lady the Queen, and by consent of the said [*W. N.*] the jurors aforesaid are now here in Court discharged from giving verdicts severally thereupon. And the said jurors are thereupon by the Court here discharged accordingly.

Jury discharged as to the residue of the issues.

(No. 38.)
Record of the postea or verdict in Queen's Bench, and remand of the record into Chancery for judgment after verdict for the crown.

(y) AT which time, to wit, on the [*fifteenth*] day of [*April*] aforesaid, [*the first day of the term after the verdict,*] before our said lady the Queen, at Westminster, come as well the said Attorney-general, who for our said Lady the Queen in this behalf prosecuteth, as the said [*W. N.*] by his attorney aforesaid: And the said Chief Justice of our said Lady the Queen, before whom the said jurors came to try in form aforesaid, sent here his record had before him in these words, to wit, Afterwards, (that is to say,) &c. [*Here insert the whole of the postea, after which if there has*

(y) This entry is to be made upon the Queen's Bench record, No. 30, ante, p. 729.

been a verdict for the Crown, proceed as follows.] And because the giving of judgment upon the verdict aforesaid, and execution of the said judgment, belong to the office of Chancellor, therefore day is given as well to the said Sir [William Webb Follett,] Knight, who for our Lady the Queen prosecutes as aforesaid, as also to the said [W. N.,] to be before our said Lady the Queen in her Chancery wheresoever it be, on the [nineteenth] day of [January,] in this said term, to wit, [Hilary] Term, in the [seventh] year of the reign of our said Lady the Queen, to do and receive whatsoever shall be just in the premises: And the tenor of the said record, so had before our said Lady the Queen, in her Chancery, together with the record of all things by the said Court of our said Lady the Queen, before the Queen herself, done thereon, are afterwards, to wit, on the said [nineteenth] day of [January,] in this said term remanded, and by the same Court of our said Lady the Queen, before the Queen herself, sent and delivered into the said Chancery of our said Lady the Queen, that the said Chancery may cause further to be done in the premises, what of right and according to the law and custom of England, ought to be done.

[Hilary] Term [eighth] Victoria.

(No. 39.)

The Queen } Verdict recorded, and record remanded into Chancery for Indorsement
 v. } judgment. [19 January, 1845.] upon nisi prius,
 [Norton.] } [RYMER, Chancery Lane.] record after
 verdict for the
 Crown (z).

AND AFTERWARDS, that is to say, on the [nineteenth] day of [January,] in [Hilary] Term, in the [eighth] year of the reign of our said Lady the Queen, the tenor of the said record so delivered by the said Lord High Chancellor, into the said Court of our said Lady the Queen, before the Queen herself, together with the record of all things by the said Court of our said Lady the Queen, before the Queen herself, done thereon, are remanded into the said Chancery of our said Lady the Queen. (No. 40.) Judgment for the Crown in Chancery (a). Remand of record of verdict.

AND AFTERWARDS, to wit, on the said [nineteenth] day of [January,] in [Hilary] Term aforesaid, before our said Lady the Queen in her Chancery, come here, to wit, at Westminster, in the said county of Middlesex, as well the said Sir [W. W. F.,] Knight, Attorney-general of our said Lady the Queen, who for our said Lady the Queen, in this behalf prosecuteth, as also the said [W. N.] by the said [H. G.,] his said attorney; AND the Right Honourable [Thomas, Lord Denman,] Chief Justice of our said Lady the Queen, assigned to hold pleas before the Queen herself, at the same time and place delivers into the said Chancery of our said Lady the Queen here, the tenor of the said record so delivered by the said Lord High Chancellor into the said Court of our said Lady the Queen. Re-appearance of parties in Chancery. Record of verdict brought into Chancery.

(z) Vide ante, p. 422, respecting this indorsement.

the Chancery record, No. 29, ante, p. 728.

(a) This entry is to be made upon

Queen, before the Queen herself, as aforesaid, and also the record of all things by the said Court of our said Lady the Queen, before the Queen herself, done thereon, as aforesaid; And which said last-mentioned record is in these words, (that is to say,)

Queen's Bench
record of ver-
dict, &c.

AND HEREUPON forthwith, to wit, on the said [second] day of [November,] in the same term, before our said Lady the Queen herself, at Westminster, come as well, &c. [Here copy the Queen's Bench record, No. 30, ante, p. 729, from the * ante, p. 729, to the end, and also the Queen's Bench record of the postea or verdict, No. 38, ante, p. 734, to the end, after which proceed as follows.]

Judgment.

WHEREUPON all and singular, the promises being seen and fully understood by the Court of our said Lady the Queen, in her Chancery here, and mature deliberation being thereupon had,

Judgment
signed [10th
January,
1846.]

IT IS CONSIDERED by the same Court here, that the said letters patent of our said Lady the Queen, so as aforesaid, granted to the said [W. N.] be revoked, cancelled, vacated, and disallowed, annulled, void, and invalid, and be altogether had and held for nothing, and that these letters patent be restored into the Chancery of our said Lady the Queen, here to be cancelled; And also that the enrolment thereof be cancelled, quashed, and annulled, &c.

(No. 41.) AND because the Court of our Lady the Queen in her Chancery here, of giving judgment thereof, is not yet advised, &c. Therefore day thereof is given as well to the said Sir [W. W. F.,] Knt., who prosecutes as aforesaid, as to the said [W. N.,] until the [fifteenth] day of [April,] in [Easter] Term next coming, before our said Lady the Queen, in her Chancery wheresoever it shall then be, &c., to hear judgment of and upon the premises, because the Court of our Lady the Queen, in her Chancery here thereof are not yet, &c.

Continuance to be entered when judgment is not signed in the same term as the record is remanded into Chancery.

At which said day, to wit, on the [fifteenth] day of [April,] in [Easter] Term, in the [eighth] year of the reign of our said Lady the Queen, in her Chancery at Westminster aforesaid, come as well the said Sir [W. W. F.,] Knt. who for our said Lady the Queen prosecutes, as aforesaid, as also the said [W. N.] by the said [J. B.,] his attorney aforesaid (b): Upon which all and singular the premises, &c. [Proceed as in the last form to the end.]

(No. 42.) AND HEREUPON a day is given to the said [W. N.] until the [tenth] day of [June,] in this present Term, to deliver into the said Chancery of our said Lady the Queen, the said letters patent so to the said [W. N.] granted as aforesaid, to the end that the said letters patent may be cancelled and vacated, or otherwise dealt with as by law and the custom of England ought to be done: And let the said [W. N.] on that day have the said letters patent before our said Lady the Queen, in her

Entry of a day given to defendant to bring in the patent to be cancelled.

(b) Continuances must be inserted from term to term until the term in or as of which judgment is signed.

Chancery wheresoever it shall then be, &c. And let the said [W. N.] then deliver the same letters patent into the said Chancery, there to be cancelled and vacated, or otherwise dealt with as by law and the custom of England ought to be done: And his the said [W. N.] is in no wise to omit: And to the said Sir [W. F. F.,] Knt. who for our said Lady the Queen prosecutes as aforesaid, is given the same day before our said Lady the Queen in her said Chancery wheresoever it shall then be, &c.

IN THE PETTY BAG, IN CHANCERY.

Between, The Queen, plaintiff,
and
[W. N.] defendant.

(No. 43.)

Notice to the defendant of the day appointed for bringing in the patent to be cancelled.

TAKE NOTICE, that judgment has been signed against you in this action in the Office of the Petty Bag in Chancery, to repeal, vacate, and cancel the letters patent in the writ of *scire facias* in this action mentioned, and that in the said judgment a day has been given to you, namely, the [first] day of [May] next, to deliver the said letters patent into Chancery, there to be cancelled in pursuance of the said judgment. And you are hereby required accordingly to deliver the said letters patent to the Right Honourable [John Singleton, Baron Lyndhurst,] Lord High Chancellor of Great Britain, in his Lordship's Court at Westminster, at [ten] of the clock in the morning of the said [first] day of [May] next, at which time, or as soon afterwards as counsel can be heard, a motion will be made by Mr. [A. B.] of counsel for the prosecution, that the said letters patent, and the enrolment thereof, may be cancelled and vacated in pursuance of the said judgment. And further take notice, that in case you neglect to deliver the said letters patent in pursuance of the command to you given by the said judgment, a motion will be made by Mr. [A. B.] as such counsel for the prosecution, before the said Lord High Chancellor, in his said Court, on the said [first] day of [May] next, at the hour of [ten] of the clock in the morning, or as soon afterwards as counsel can be heard, that you stand committed to prison for contempt of this honourable Court, and that such further proceedings be had and taken against you, and in this action, as to the Court shall seem fit. Dated this [twenty-fifth] day of [April, 1845.]

To

Yours, &c.

Mr. [W. N.]

[R. W.]

the above named defendant, and to

Solicitor for the prosecution.

[Mr. J. A.] his solicitor.

The Queen } UPON READING the notice of motion dated the (No. 44.)
v. } [twenty-sixth] day of [April, 1845,] and served by the Order that en-
[Wm. Norton.] } prosecutor upon the defendant, and the affidavit of the rolment be can-
defendant, sworn on the [twenty-seventh] day of [May, 1845,] and upon celled in pur-

in pursuance of a judgment, the patentee being unable to bring in the patent.

hearing what was alleged by counsel for the prosecution, and the defendant respectively; and his Lordship having called to his assistance, the Right Honourable the Master of the Rolls; and it appearing that the said defendant [*W. N.*] is at present unable to restore his letters patent into Chancery, in pursuance of the judgment given for the Crown in this action; and upon the undertaking of the said defendant [*W. N.*] in Court here, that he will not sue out any writ of error to reverse the said judgment in this action, or do any act to defeat the same judgment:

IT IS HEREBY ORDERED, that the enrolment of the said letters patent be cancelled, quashed, and annulled in pursuance of the said judgment, and that a vacatur of the said letters patent and enrolment be entered upon the roll upon which the said letters patent were enrolled: And that the proper officer do attend the Master of the Rolls with the enrolment for that purpose.

(Signed)

[*Lyndhurst,*] C.

[*Langdale,*] M. R.

(No. 45.)

Vacatur of a patent and enrolment.

[*Langdale,*] M. R.

(c) CANCELLED this enrolment by order of the Lord Chancellor, dated the [*twenty-eighth*] day of [*May,*] in the year of our Lord, [*one thousand eight hundred and forty-five,*] in pursuance of the judgment,—Our Sovereign Lady the Queen against [*W. N.*] in the Petty Bag: THEREFORE on the [*twenty-ninth*] day of [*May,*] in the year of our Lord, [*1845,*] and in pursuance of the said judgment, the letters patent, gift, and grant of privilege here enrolled, and this enrolment thereof, are vacated.

(No. 46.)

Writ of error returnable in Parliament to reverse a judgment for the crown in *scire facias* for errors in law.

VICTORIA, by the grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith; To our right trusty and well beloved Counsellor [*Henry, Lord Langdale,*] Master of the Rolls of our Chancery, greeting: Forasmuch as in the record, process, and proceedings, and also of giving of judgment upon our writ of *scire facias* awarded out of our Court, before us, in our Chancery at our suit against [*W. N.*] touching the cancelling, vacating, and disallowing certain letters patent under the Great Seal of our said United Kingdom, granted by us to the said [*W. N.*] as it is said, manifest error hath intervened for the great damage of the said [*W. N.*] as by his complaint we are informed. We willing that the said error, (if any be,) be duly amended, and full and speedy justice done to the said [*W. N.*] in this behalf, do command you that if judgment be thereupon given then, that you send to us distinctly and plainly, without delay, under your seal, unto our present Parliament, the record, process, and proceedings aforesaid, with all things touching

(c) The vacatur is to be entered in the margin of the patent roll, opposite the commencement of the enrolment

of the patent. The Master of the Rolls signs his name at the top of the entry as above.

the same, and this writ. That inspecting the record, process, and proceedings aforesaid, we may cause further to be done thereupon by the assent of the Lords Spiritual and Temporal, in the same Parliament assembled, for amending the said error as of right, and according to the law and custom of England, shall be meet to be done. WITNESS ourself at Westminster, the [thirtieth] day of [April,] in the [eighth] year of our reign.

Allowed [30th April, 1845.]

[Bentall] (d).

(Signed) [Langdale,] M. R.

IN THE PETTY BAG, IN CHANCERY.

[Trinity] Term, in the [eighth] year of the reign of Queen Victoria.

(No. 47.)

Rule to transcribe the record.

[First] Rule day.

[W. N.,] plaintiff in error, } Unless the plaintiff in error shall cause the
v. } record to be transcribed, in order to be deli-
The Queen. } vered into the House of Lords within eight
days after notice of this rule given him, let a *non pros* be entered.

[Allen] (d).

BY OUR LAD YTHE QUEEN.

The record, process, and proceedings within mentioned, with all things touching the same, I do humbly certify to our Sovereign Lady the Queen, in her Parliament, in a certain record to this writ annexed, as I am within commanded.

(No. 48.)

Return by the Master of the Rolls to a writ of error.

The answer of [the Right Honourable Henry, Lord Langdale,] Master of the Rolls of the Chancery within mentioned.

(Signed) [Langdale,] M. R. L. S.

Note. *A transcript of the whole of the Chancery record is to be taken by the Master of the Rolls, with the writ and return to the House of Lords.*

SECTION VIII.

Forms of Assignments of Patents, and Licences to use Patent Inventions (e).

THIS INDENTURE, made the [first] day of [January,] A. D. [1846,] BETWEEN [Caleb Richardson,] of, &c. [the patentee or his assignee,] of the one part, and [Arthur Williamson,] of, &c. [the purchaser,] of the other part. (No. 1.) Assignment of a patent to a purchaser.

(d) One of the clerks of the Petty Bag to whose division the action belongs.

(e) It is only intended here to give a

few specimens of the form of assignments and licences; a complete collection of such forms would fill a large volume.

Recital of the patent.

WHEREAS by letters patent under the Great Seal of the United Kingdom of Great Britain and Ireland, bearing date at Westminster, the [twenty-first] day of [March,] in the [eighth] year of the reign of her present Majesty Queen Victoria, after reciting, amongst other things, that the said [C. R., or one J. N. therein described,] had by his petition humbly represented unto her said Majesty, that he had invented ["an improved method of, &c."] her said Majesty did give and grant unto the said [C. R., or J. N.,] his executors, administrators, and assigns, her said Majesty's especial licence, full power, sole privilege, and authority, that he the said [C. R., or J. N.,] his executors, administrators, and assigns, and every of them during the term therein expressed, should and lawfully might make, use, exercise, and vend his said invention within England, Wales, and Berwick upon Tweed, [and the islands of Jersey, Guernsey, Alderney, Sark, and Man, and also in all her said Majesty's colonies and plantations abroad,] and the whole profit, benefit, commodity, and advantage of the said invention for and during the term of years therein mentioned, to have hold, exercise, and enjoy the said licence, power, privileges, and advantages thereinbefore granted unto the said [C. R., or J. N.,] his executors, administrators, and assigns, for and during, and unto the full end and term of fourteen years from the date of the now reciting letters patent next ensuing, and fully to be complete and ended, subject, amongst other things, to a condition or proviso therein contained, that if the said [C. R., or J. N.,] should not particularly describe and ascertain the nature of the said invention, and in what manner the same was to be performed, by an instrument in writing under his hand and seal, and cause the same to be enrolled in her said Majesty's High Court of Chancery, within [six] calendar months next and immediately after the date of the now reciting letters patent, the said letters patent, and the said liberties and advantages thereby granted, should utterly cease, determine, and become void.

Recital that a specification has been enrolled.

AND WHEREAS by a specification, or instrument in writing, under the hand and seal of the said [C. R., or J. N.,] bearing date, and also duly enrolled in her said Majesty's High Court of Chancery, on or about the [twenty-first] day of [September,] in the year of our Lord, [1845,] the said [C. R., or J. N.,] did declare that he did thereby, in pursuance and compliance with the said condition or proviso in that behalf, in the said hereinbefore recited letters patent contained, describe and ascertain the nature of his said invention, and in what manner the same was to be performed as in the same specification is mentioned or expressed.

Recital of assignment of patent to the vendor.

[(a) AND WHEREAS by an indenture of assignment bearing date on or about the [first] day of [October,] A. D. [1845,] and made or expressed to be made between the said [J. N.,] of the one part, and the said [C. R.,] of the other part, for the considerations therein mentioned, the said [J. N.,] did assign the said licence, sole privilege and authority,

(a) This recital is only applicable when the assignment is made by the first and sole assignee of the patent;

the form may however be easily modified according to the circumstances of the case.

and also all and every of the rights, powers, privileges, and authorities, profits, benefits, and advantages granted, or mentioned to be granted by the said letters patent of the [*first*] day of [*January,*] in the [*eighth*] year of her said Majesty's reign, unto the said [*J. N.,*] his executors, administrators, and assigns; Together with the same letters patent, and also all claim, right, and title of him, the said [*J. N.,*] his executors and administrators, or any of them, to procure a prolongation or prolongations, extension or extensions of the said licence, privilege, and authority, and the said term of fourteen years granted by the said letters patent; To hold, receive, take, and enjoy the said licence, sole privilege and authority, letters patent, and promises thereby assigned or intended so to be unto the said [*C. R.,*] his executors, administrators, and assigns, for all the residue of the said term of fourteen years therein granted by the said letters patent, and for and during all other the term, right, and interest therein of him the said [*J. N.,*]

AND WHEREAS the said [*C. R.,*] hath contracted and agreed with the said [*A. W.,*] for the sale to him of the said letters patent, and the said licence, privileges, and advantages thereby granted at or for the price or sum of [*1000*l.**]

NOW THIS INDENTURE WITNESSETH, that in pursuance of TESTATUM, the said agreement, and in consideration of the sum of [*1000*l.**] of lawful British money to the said [*C. R.,*] paid by the said [*A. W.,*] upon or before the sealing and delivering of these presents, the receipt of which said sum of [*1000*l.**] the said [*C. R.,*] doth hereby acknowledge, and of and from the same sum, and every part thereof, doth release and discharge the said [*A. W.,*] his heirs, executors, administrators, and assigns, and every of them for ever by these presents: He the said [*C. R.,*] HATH granted, bargained, sold, assigned, assured, transferred, and set over, And by these presents BOTH grant, bargain, sell, assign, assure, transfer, and set over unto the said [*A. W.,*] his executors, administrators, and assigns;

ALL that the said especial licence, full power, sole privilege and authority, and the said invention, and all and every of the rights, privileges, profits, benefits, commodities, and advantages, in and by the said hereinbefore recited letters patent, of the [*first*] day of [*January,*] in the said [*eighth*] year of the reign of her present Majesty, granted unto the said [*C. R., or J. N.,*] his executors, administrators, and assigns; Together with the said hereinbefore recited letters patent; And also all the right, title, interest, claim, and demand whatsoever of him the said [*C. R.,*] his executors, and administrators, or any of them, to apply and petition for, obtain, and procure a prolongation or prolongations, extension or extensions of the said licence, privilege, and authority, and of the said term of fourteen years granted by the said hereinbefore recited letters patent; and to apply and petition for, obtain, and procure any new or other letters patent to be granted, or any Act of Parliament to be made or passed for giving or granting the sole right, power, privilege, or authority to make, use, exercise, or vend the said invention or discovery within England; Wales, Berwick-upon-Tweed, [the islands of Jersey,

*in consideration of 1000*l.* vendor assigns,*

The whole of the patent privilege.

Guernsey, Alderney, Sark, and Man, and also in all her Majesty's Colonies and Plantations abroad,] for any term or terms of years, or any now or additional term or terms of years, Together with all the right, title, interest, profits, benefits, advantages, property, possibility, claim, and demand, as well legal as equitable, of him the said [C. R.,] in, to, from, out of, or upon the said licence, privilege, authority, letters patent, rights and premises hereby assigned or intended so to be :

Habendum to the purchaser for the residue of the term.

TO HAVE, HOLD, AND RECEIVE, take, exercise, and enjoy the said especial licence, sole privilege and authority, invention, letters patent, rights, privileges, and all and singular the promises hereby assigned or intended so to be, unto and by the said [A. W.,] his executors, administrators, and assigns, for and during all the rest, residue, and remainder, which is now to come and unexpired of the said term of fourteen years, granted and created by the said hereinbefore recited letters patent, and for and during all other the term, right, and interest therein of him the said [C. R.,] under or by virtue of the said hereinbefore recited letters patent, or otherwise howsoever; To, and for the sole use, benefit, and advantage of the said [A. W.,] his executors, administrators, and assigns.

Vendor's covenants for title.

AND the said [C. R.,] for himself, his heirs, executors, and administrators, doth covenant, promise, declare, and agree with and to the said [A. W.,] his executors, administrators, and assigns, by these presents, in manner following, (that is to say,) That notwithstanding any act, deed, matter or thing by the said [C. R.,] done, executed, or permitted, the said hereinbefore recited letters patent of the [first] day of [January,] in the [eighth] year of the reign of her present Majesty, are, at the time of the sealing and delivery of these presents, good, valid, and sufficient in the law for all and every of the purposes therein mentioned or expressed, and that the same letters patent, or the grant therein expressed or contained, have not been, and are not surrendered, forfeited, or become void or voidable in anywise howsoever :

That the patent is valid.

That the specification is sufficient.

AND that the said hereinbefore recited specification or instrument in writing, of the [twenty-first] day of [September, 1845,] well and sufficiently describes and ascertains the nature of the said invention, mentioned in the said hereinbefore recited letters patent, and in what manner the same invention is to be performed; and that the same specification or instrument in writing has been, and was truly and duly made and enrolled according to, and well, truly, fully, and sufficiently performed, and complied with the condition in that behalf in the same hereinbefore recited letters patent expressed or contained :

That the vendor has good right to assign.

AND that, notwithstanding any such act, deed, matter, or thing as aforesaid, he, the said [C. R.,] now hath in himself good right, full power, and lawful and absolute authority to assign the said licence, privilege, letters patent, and premises hereby assigned or intended so to be, unto the said [A. W.,] his executors, administrators, and assigns, for and during all the residue and remainder of the said term of fourteen years, and in manner aforesaid, according to the true intent and meaning of these presents :

That he will not do any act

AND ALSO that he, the said [C. R.,] his executors, administrators,

or assigns, or any of them, shall not, nor will at any time or times here- *to affect the*
 after during the residue and remainder of the said term of fourteen years, *patent.*
 or for or during any other term or interest hereby assigned or intended
 so to be, make, do, or execute, or knowingly or willingly permit or suffer
 any act, deed, matter, or thing whatsoever, whereby, or by reason or
 means whereof the said letters patent and privileges, or any part thereof
 can, shall, or may be revoked, repealed, cancelled, avoided, determined,
 or prejudicially affected in any manner howsoever; or whereby, or by
 reason or means whereof the said [A. W.,] his executors, administrators,
 or assigns may, can, or shall be in anywise prevented or hindered from,
 or impeded in or about the having, receiving, taking, exercising, or
 enjoying the said licence, privileges, letters patent, and premises hereby
 assigned or intended so to be, or any part thereof, to and for his own use
 and benefit for and during all the residue and remainder of the said term
 of fourteen years, and for and during all other the term, right, and
 interest therein hereby granted or assigned, or intended so to be, and every
 part thereof:

AND FURTHER, that he the said [C. R.,] his executors and ad- *And for*
 ministrators, and all and every other persons and person having, or law- *further as-*
 fully claiming any right, title, part, share, or interest whatsoever, to or in the *urance.*
 said licence, privileges, letters patent, and premises hereby granted or
 assigned, any of them, or any part thereof, shall and will at any time or
 times hereafter during the residue and remainder of the said term of
 fourteen years, and also during all and every other term, right, and
 interest hereby granted or assigned, or intended so to be; upon every
 reasonable request, and at the costs and charges of the said [A. W.,] his
 executors, administrators, or assigns, make, do, and execute, or cause or
 procure to be made, done, and executed all such further and other lawful
 and reasonable assignments, assurances, acts, deeds, matters, and things
 for the further, better, and more effectually assigning, assuring, granting,
 and confirming of the said licence, privileges, letters patent, and premises
 hereby assigned and granted, or intended so to be, unto the said [A. W.,]
 his executors, administrators, and assigns, for and during all the residue
 and remainder of the said term of fourteen years, and for and during all
 and every other the term right and interest therein hereby granted and
 assigned, or intended so to be; and also for enabling him, them, and
 every of them to have, receive, take, exercise, and enjoy the same to and
 for his and their own proper and peculiar use and benefit, according to
 the true intent and meaning of these presents; as by the said [A. W.,] his
 executors, administrators, or assigns, his, their, or any of their counsel in
 the law shall be reasonably devised, or advised and required.

IN WITNESS, &c.

(No. 2.) THIS INDENTURE, made the [*fourth*] day of [*October,*] A. D. [1839,] BETWEEN [*R. W. S.,*] of, &c., (the patentee,) of the one part, and [The Company, established and regulated by an Act of Parliament, passed in the year of the reign of her present Majesty, intituled "An Act for forming and regulating the Company, and to enable the said Company to purchase certain Letters Patent,"] of the other part.

Recital of patent.

WHEREAS by letters patent under the Great Seal of the United Kingdom of Great Britain and Ireland, bearing date at Westminster the [*first*] day of [*February,*] in the [*first*] year of the reign of her present Majesty, After reciting amongst other things that the said [*R. W. S.,*] had by his petition represented unto her said Majesty that he had invented ["*improvements in, &c.,*"] her said Majesty did give and grant unto the said [*R. W. S.,*] his executors, administrators, and assigns, her said Majesty's especial licence, full power, sole privilege and authority, that he, the said [*R. W. S.,*] his executors, administrators, and assigns, and every of them during the term therein expressed should and lawfully might make, use, exercise, and vend his said invention within England, Wales, and Berwick-upon-Tweed, [and the islands of Jersey, Guernsey, Alderney, Sark, and Man, and also in all her said Majesty's colonies and plantations abroad,] and should have and enjoy the whole profit, benefit, commodity, and advantage of the said invention for and during the term of years therein mentioned; To have, hold, exercise, and enjoy the said licence, power, privileges, and advantages thereinbefore granted unto the said [*R. W. S.,*] his executors, administrators, and assigns, for and during and unto the full end and term of fourteen years from the date of the now reciting letters patent next ensuing and fully to be complete, and ended: Subject amongst other things to a condition or proviso therein contained, that if the now reciting letters patent, or the liberties and privileges thereby granted, should become vested in or in trust for more than the number of twelve persons, then the now reciting letters patent should be void; and also to a condition or proviso also therein contained, that if the said [*R. W. S.,*] should not particularly describe and ascertain the nature of the said invention, and in what manner the same was to be performed, by an instrument in writing under his hand and seal, and cause the same to be enrolled in her said Majesty's High Court of Chancery within [*six*] calendar months next and immediately after the date of the now reciting letters patent, the said letters patent, and all liberties and advantages thereby granted should utterly cease, determine, and become void.

Recital of the specification.

AND WHEREAS by a specification or instrument in writing under the hand and seal of the said [*R. W. S.,*] &c., [*recital of the specification and enrolment as in the last form, ante, p. 740.*]

Recital of Act of Parliament.

AND WHEREAS by the said Act of Parliament, after reciting [amongst other things] the said letters patent, of the [*first*] day of [*February,*] in the [*first*] year of her said Majesty's reign, it was (amongst other things) enacted, that it should be lawful for the said

[R. W. S.] at any time after the passing of that Act, to sell, transfer, grant, and assign, the said letters patent and invention therein mentioned; and all the rights, benefits, and advantages, of the said [R. W. S.] therein, unto, or to the use of the said Company; and that every such sale, transfer, grant, or assignment, of the said letters patent, or of any of the rights, privileges, benefits, or advantages, granted by the said letters patent or assignment, should be good, valid, and effectual, to all intents and purposes whatsoever; and should not render the said letters patent in any manner void or voidable, any condition, proviso, or restriction in the said letters patent expressed or contained to the contrary thereof notwithstanding; And it was further enacted, that after any such sale, transfer, grant, or assignment, as aforesaid, of the said letters patent, the said letters patent should be, and the same were thereby declared to be fully, absolutely, and effectually vested in the said Company thereby constituted; and that the said letters patent should thenceforth be construed and considered in such and the same manner, to all intents and purposes whatsoever, as if no such condition, proviso, or restriction as thereinbefore mentioned or referred to, or any other condition, proviso, or restriction against any such sale, transfer, grant, or assignment, as aforesaid, had been inserted, expressed, or contained in the said letters patent.

AND WHEREAS the said [R. W. S.] hath contracted and agreed with the said Company for the sale to the said Company of the said privilege and letters patent, at or for the price or sum of [15,000*l.*]

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of [15,000*l.*] of good and lawful money, of the United Kingdom of Great Britain and Ireland, to the said [R. W. S.,] well and truly paid by the said Company on or before the sealing and delivery of these presents, the receipt of which said sum of [15,000*l.*,] he the said [R. W. S.] doth hereby acknowledge; and of and from the same sum, and every part thereof, doth acquit, release, and discharge the said Company, and all and every of the proprietors thereof, their and every of their successors, heirs, executors, administrators, and assigns, and every of them for ever by these presents; He the said [R. W. S.,] by force and virtue, and in exercise of the said power and authority, in and by the said in part recited Act of Parliament, to him the said [R. W. S.] given or granted in this behalf, and of every other lawful power and authority, to him the said [R. W. S.] given in this behalf, HATH granted, bargained, sold, transferred, and assigned, And by these presents DOTH grant, bargain, sell, transfer, and assign, unto the said Company, their successors, and assigns :

ALL that, &c., [*describe the patent privilege to be assigned as in the last form, ante, p. 741.*]

All the patent right, &c.

Together with all the right, &c. [*As ante, p. 742.*]

TO HAVE, HOLD, AND RECEIVE, take, exercise, and enjoy the said privilege, letters patent, and all and singular the premises hereby

Habendum to the Company,

their successors and assigns. assigned, or intended so to be, unto and by the said Company, their successors and assigns, for and during all the residue and remainder which is now to come and unexpired of the said term of fourteen years, and for and during all other, the term, right, and interest therein, of him the said [R. W. S.] To and for their own sole and proper use, benefit, and advantage.

Covenants for title by patentee. AND the said [R. W. S.] for himself, his heirs, executors, and administrators, doth covenant, promise, and agree with and to the said Company, their successors and assigns, in manner following; (that is to say), That notwithstanding any act, deed, matter, or thing, by him the said [R. W. S.] at any time heretofore made, done, or knowingly suffered, he the said [R. W. S.] at the time of the sealing and delivery of these presents, hath in himself, good right, full power, and lawful and absolute authority, to assign the said privilege, letters patent, and premises hereby assigned or intended so to be unto the said Company, their successors and assigns, for and during all the residue and remainder which is now to come and unexpired of the said term of fourteen years, and in manner aforesaid, according to the true intent and meaning of these presents:

That he will not do any act to affect the patent. AND ALSO the said [R. W. S.] his executors or administrators shall not nor will at any time or times hereafter, make, do, or execute, or knowingly or willingly permit or suffer any act, deed, matter, or thing, whatsoever, whereby or by reason or means whereof the said letters patent, or the privileges and benefits thereby granted, or any of them, or any part thereof can or may be, or become forfeited, cancelled, repealed, void or voidable, or prejudicially affected in anywise howsoever, or whereby or by reason or means whereof the said Company or their assigns may, can, or shall be, in anywise prevented, hindered, or impeded, from, in, or about the having, receiving, taking, exercising and enjoying, the said privilege, letters patent, and premises, or any of them, or any part thereof, to and for their own use and benefit, for and during all the said residue and remainder of the said term of fourteen years:

And for further assurance. AND FURTHER, that he the said [R. W. S.] his executors or administrators, shall and will at any time or times hereafter, during the residue or remainder of the said term of fourteen years, upon every reasonable request, and at the costs and charges of the said Company, their successors or assigns, make, do, and execute, or cause or procure to be made, done, and executed, all such further and other lawful and reasonable assignments, acts, deeds, matters, and things, for the better and more effectually assigning, assuring, and confirming the said privilege, letters patent, and premises hereby assigned or intended so to be, unto the said Company, their successors and assigns, for and during all the residue and remainder of the said term of fourteen years, and for and during all other the term and interest hereby granted and assigned, or intended so to be; and also for enabling them and every of them, to receive, take, exercise, and enjoy the same, to and for their own use and benefit, according to the true intent and meaning of these

presents; as by the said Company, their successors or assigns, their or any of their counsel in the law, shall be reasonably devised, or advised and required; So as such further and other assignments, acts, deeds, matters and things do not contain or imply any other or more general covenant, than against the acts, deed, and defaults of the persons who shall be required to make, do, or execute, the same, and so as the person or persons who shall be required to make or execute such further and other assignments, acts, deeds, matters, or things shall not for that purpose be compelled or compellable to go from his or their usual place or respective places of abode.

PROVIDED ALWAYS, and it is hereby declared and agreed between and by the said parties to these presents, that neither these presents nor any assignment, assurance, covenant, clause, provision, matter, or thing herein expressed or contained, shall be construed, deemed, taken, or held, to be or operate as or for or by way of warranty or covenant, by the said [R. W. S.,] for or respecting the novelty or utility of the said invention, the original validity of the said letters patent, or the sufficiency of the said specification, or of the enrolment thereof.

Proviso that vendor's covenants shall not extend to the original validity of the patent, &c.

IN WITNESS, &c.

THIS INDENTURE, made the [ninth] day of [April, 1840,] BETWEEN [J. J. P. of, &c.] of the one part, and [A. K.] of, &c. of the other part. (No. 3.)

WHEREAS by letters patent under the Great Seal of the United Kingdom of Great Britain and Ireland, bearing date at Westminster the [first] day of [June,] in the [seventh] year of the reign of his late Majesty King William the Fourth, after reciting amongst other things that [Andrew Pritchard, of No. 162, Fleet Street, in the city of London, Patent Agent,] had by his petition humbly represented to his said late Majesty, that in consequence of a communication made to him by a foreigner resident abroad, the said [Andrew Pritchard] was in possession of an invention of ["improvements in the manufacture of Ribbons and other Silken Fabrics,"] his said late Majesty did give and grant unto the said [Andrew Pritchard,] his executors, administrators, and assigns, his said late Majesty's especial licence, full power, sole privilege, and authority, that he the said [Andrew Pritchard,] his executors, administrators, and assigns, and every of them, during the term of years therein expressed, should and lawfully might make, use, exercise, and vend the said invention within England, Wales, and Berwick upon Tweed, [and in the islands of Jersey, Guernsey, Alderney, Sark, and Man, and also in all his said late Majesty's colonies and plantations abroad,] and the whole profit, benefit, commodity, and advantage of the said invention, for and during the term of years therein mentioned; To have, hold, exercise, and enjoy the said licence, powers, privileges, and advantages thereinbefore granted unto the said [Andrew Pritchard,] his executors, administrators, and assigns, for, and during, and unto the full end and term of fourteen years from the date of the

Assignment of a patent by way of mortgage, for securing the repayment of a sum of money and interest.
Recital of the patent for an imported invention.

now reciting letters patent next ensuing, and fully to be complete and ended; Subject, amongst other things, to a proviso, that if the said [Andrew Pritchard] should not particularly describe and ascertain the nature of the said invention, and in what manner the same was to be performed, by an instrument in writing under his hand and seal, and cause the same to be enrolled in his said late Majesty's High Court of Chancery, within [six] calendar months next after the date of the now reciting letters patent, the said letters patent, and all liberties and advantages whatsoever thereby granted, should utterly cease, determine, and become void. And also subject to the several other provisos, conditions, and stipulations in the now reciting letters patent expressed or contained.

Recital of specification.

AND WHEREAS by a specification under the hand and seal of the said [Andrew Pritchard,] bearing date and enrolled in Chancery on or about the [first] day of [December,] A. D. [1837,] the said [Andrew Pritchard] did declare that the nature of the said invention, and the manner in which the same is to be performed, was thereby described and ascertained in manner therein mentioned or expressed.

Recital of assignment.

AND WHEREAS by an indenture of assignment bearing date, &c. [Recital of an assignment from Andrew Pritchard to J. J. P. as in the form, ante, p. 740.]

Recital of contract for loan.

AND WHEREAS the said [J. J. P.] lately applied to and requested the said [A. K.] to advance and lend him the said [J. J. P.] the sum of [2000l.,] which the said [A. K.] consented to do upon having the repayment thereof, with interest, in the mean time for the same secured in manner hereinafter mentioned or expressed.

TESTATUM,
in consideration of 2000l.,

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of [2000l.] sterling to the said [J. J. P.,] paid by the said [A. K.] upon or before the execution of these presents, the receipt of which same sum the said [J. J. P.] doth hereby acknowledge, and of and from the same sum, and every part thereof, doth release and discharge the said [A. K.,] his heirs, executors, administrators, and assigns, for ever by these presents; He, the said [J. J. P.] HATH granted, bargained, sold, assigned, assured, transferred, and set over, *And* by these presents, DOTH grant, bargain, sell, assign, assure, transfer, and set over unto the said [A. K.,] his executors, administrators, and assigns,

Mortgagor assigns to mortgagee,

All the patent licence and privilege, &c.

ALL that the said especial licence, full power, sole privilege, and authority, and the said invention, and all and every of the rights, privileges, profits, benefits, commodities, and advantages in and by the said hereinbefore recited letters patent of the [first] day of [June,] in the said [seventh] year of the reign of his late Majesty granted unto the said [A. P.,] his executors, administrators, and assigns, Together with the said hereinbefore recited letters patent; And also all the right, title, interest, claim, and demand whatsoever of him the said [J. J. P.,] his executors and administrators, or any of them, to apply and petition for, obtain, and procure a prolongation or prolongations, extension or extensions of the said licence, privilege, and authority, and of the said term of fourteen years granted

by the said hereinbefore recited letters patent, and to apply and petition for, obtain, and procure any new or other letters patent to be granted, or any Act of Parliament to be made or passed, for giving or granting the sole right, power, privilege, or authority, to make, use, exercise, or vend the said invention or discovery, within England, Wales, Berwick upon Tweed, [the islands of Jersey, Guernsey, Alderney, Sark, and Man, and also in all her Majesty's colonies and plantations abroad,] for any term or terms of years, or any new or additional term or terms of years. Together with all the right, title, interest, profit, benefit, advantages, property, possibility, claim and demand, as well legal as equitable of him the said [J. J. P.,] in, to, from, out of, or upon the said licence, privilege, authority, letters patent, rights and premises, hereby assigned or intended so to be:

TO HAVE, HOLD, AND RECEIVE, take, exercise, and enjoy the said especial licence, sole privilege and authority, invention, letters patent, rights, privileges, and all and singular the premises hereby assigned or intended so to be unto and by the said [A. K.,] his executors, administrators and assigns for and during all the rest, residue, and remainder which is now to come and unexpired of the said term of fourteen years, granted and created by the said hereinbefore in part recited letters patent; and for and during all other, the term, right and interest therein, of him the said [J. J. P.,] under or by virtue of the said hereinbefore in part recited letters patent, and the said hereinbefore in part recited indenture of assignment, or otherwise howsoever, to and for the sole use, benefit, and advantage of him the said [A. K.,] his executors, administrators, and assigns; But, nevertheless, subject to the proviso or agreement hereinafter expressed or contained, for redemption of the same licence, privileges, letters patent and premises, (that is to say,)

Habendum to the mortgagee, his executor, &c. subject to a proviso for redemption.

PROVIDED ALWAYS, and it is hereby agreed and declared between and by the said parties to these presents, that if the said [J. J. P.,] his executors, administrators, or assigns do and shall well and truly pay or cause to be paid to the said [A. K.,] his executors, administrators, or assigns the sum of [2100*l.*] of lawful British money, hereinafter mentioned in the parts, shares, and proportions, on or at the days or times, and in the manner mentioned or appointed for the payment thereof in the covenant or agreement of the said [J. J. P.,] hereinafter in that behalf expressed or contained, without any deduction or abatement whatsoever, according to the true intent and meaning of these presents; [or do and shall on the [ninth] day of [October] now next ensuing, pay or cause to be paid unto the said [A. K.,] his executors, administrators, or assigns, the principal and interest monies hereinafter mentioned in pursuance of the covenant of the said [J. J. P.,] nextly hereinafter contained without any deduction whatsoever;] THEN and in such case the said [A. K.,] his executors, administrators, or assigns shall and will at any time after such payment upon the request and at the costs and charges of the said [J. J. P.,] his executors, administrators, or assigns, re-assign or re-assure

*Proviso for redemption of the patent privilege upon payment of 2000*l.* and interest, in pursuance of the covenant after contained.*

the said patent, licence, privileges, letters patent, and promises hereinbefore assigned or intended so to be unto the said [J. J. P.,] his executors, administrators, and assigns, or as he or they shall in that behalf order or direct, free from all incumbrances, forfeitures (f), and causes of forfeiture whatsoever, made, done, committed, occasioned, or permitted by the said [A. K.,] his executors, administrators, or assigns, or any of them, so as for the doing thereof the said [A. K.,] his executors, administrators, or assigns, or any of them, be not compelled or obliged to travel or go from the place or places of his, their, or any of their usual abode or dwelling.

Covenant for payment of mortgage money and interest.

AND the said [J. J. P.] doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree with and to the said [A. K.,] his executors, administrators, and assigns that he, the said [J. J. P.,] his heirs, executors, or administrators shall and will well and truly pay or cause to be paid unto the said [A. K.,] his executors, administrators, or assigns, the sum of [2000l.] of lawful British money, and the sum of [100l.] of like lawful money as and for one year's interest for the said sum of [2000l.,] at the rate of [5l.] for 100l. for a year, making together the sum of [2100l.,] in the parts, shares, and proportions, and on or at the days or times hereinafter mentioned; (that is to say,) the sum of [50l.] part thereof (being half-a-year's interest for the said sum of [2000l.] at the rate aforesaid) on the [ninth] day of [October] now next ensuing the day of the date of these presents, which will be in the year of our Lord, [1840,] and the sum of [2050l.] residue thereof, (being the whole of the said principal sum of [2000l.,] and another half year's interest for the same at the rate aforesaid) on the [ninth] day of [April] then next following, which will be in the year of our Lord, [1841,] without any deduction or abatement whatsoever out of the same, or any part thereof, for, or in respect, or on account of any present or future taxes, charges, payments, or impositions, or any matter, cause, or thing whatsoever (save and except income tax); [or the covenant for payment of the principal and interest may be as follows:]

[(g) AND the said [J. J. P.] doth hereby for himself, his heirs, executors, and administrators, covenant and agree with the said [A. K.,] his executors, administrators, and assigns that he, the said [J. J. P.,] his heirs, executors, or administrators shall and will on the [ninth] day of [October] now next well and truly pay [or cause to be paid unto the said [A. K.,] his executors, administrators, or assigns the sum of [2000l.] sterling, together with interest for the same sum, after the rate of [5l.] for 100l., for a year from the day of the date hereof, until such payment, without any deduction or abatement whatsoever out of the same principal and interest monies, or any part thereof respectively, for or in respect of any present or future taxes, impositions, matters, or things whatsoever.]

(f) The mortgagee must, of course, be bound not to do any act to occasion a forfeiture of the patent.

be applicable in case the whole mortgage money is to be made payable at the end of six calendar months.

(g) This short form of covenant will

AND FURTHER, that in case the said principal sum of [2000l.] shall not be paid on the said [ninth] day of [April,] [1841,] he, the said [J. J. P.,] his heirs, executors, or administrators shall and will pay or cause to be paid unto the said [A. K.,] his executors, administrators, or assigns, interest for the same sum of [2000l.,] after the rate aforesaid, on the [ninth] day of [October] and the [ninth] day of [April] in every year until the said principal sum of [2000l.] shall be paid, together with a proportionate part of the like interest up to the time when the said principal sum of [2000l.] shall be paid, without any deduction or abatement whatsoever out of the same or any part thereof for or on account of any present or future taxes, charges, payments, or impositions, or any matter, cause, or thing whatsoever, save and except as aforesaid.

And for payment of further interest until principal paid off.

AND the said [J. J. P.] for himself, his heirs, executors, and administrators, doth covenant, promise, declare, and agree with, and to the said [A. K.] by these presents in manner following; (that is to say), That the said hereinbefore recited letters patent of the [first] day of [June,] in the [seventh] year of the reign of his said late Majesty, King William the Fourth, are at the time of the sealing and delivery of these presents, good, valid, and sufficient in the law, for all and every of the purposes therein mentioned or expressed; And that the same letters patent or the grant therein expressed or contained, have not been, and are not surrendered, forfeited, or become void or voidable, in any wise howsoever:

Covenants for title.

That the patent is valid.

AND ALSO, that the said hereinbefore recited specification or instrument in writing of the [first] day of [December,] 1837, well and sufficiently describes and ascertains the nature of the said invention mentioned in the said hereinbefore recited letters patent; and in what manner the same invention is to be performed; And that the same specification or instrument in writing has been, and was truly and duly made and enrolled according to, and well, truly, fully, and sufficiently performed, and complied with the condition in that behalf in the same hereinbefore recited letters patent, expressed or contained:

Specification sufficient and duly enrolled.

AND FURTHER, that he the said [J. J. P.,] now hath in himself good right, full power, and lawful and absolute authority, to assign the said licence, privilege, letters patent, and premises, hereby assigned or intended to be, unto the said [A. K.] his executors, administrators, and assigns, for and during all the residue and remainder of the said term of fourteen years, and in manner aforesaid, according to the true intent and meaning of these presents:

Mortgagor has good right to assign.

AND ALSO, that in case default shall be made in payment of the said principal sum of [2000l.,] or any part thereof on the said [ninth] day of [April, 1841,] contrary to the covenant of the said [J. J. P.,] for payment thereof, hereinbefore expressed or contained, then and in that case, and from and immediately after such default in payment, it shall be lawful for the said [A. K.,] his executors, administrators, and assigns, to have, use, exercise, and enjoy the said licence, invention, privileges, letters patent, and premises, hereinbefore assigned, and to receive and take all the profits, benefits, and advantages thereof, to and for his and

In case of default in payment of mortgage money, mortgagee may enjoy, &c.

their own use and benefit, for and during the then residue of the said term of fourteen years, for and during all such right, term, and interest therein as aforesaid, without any interruption, hinderance, or disturbance of, from or by the said [Andrew Pritchard,] his executors or administrators, or the said [J. J. P.,] his executors or administrators, or any person or persons whomsoever, having, or lawfully or equitably claiming any right, title, or interest, in or to the said patent, licence, privileges, letters patent, and premises, or any part or parts thereof :

*That mort-
gagor will not
do any act to
avoid the
patent.*

AND ALSO, that the said [J. J. P.,] his executors, administrators, and assigns, or any of them, or the said [A. Pritchard,] his executors, administrators, and assigns, or any of them, shall not, nor will, at any time or times hereafter, during the residue or remainder of the said term of fourteen years, or for or during any other term or interest hereby assigned or intended so to be, make, do, or execute, or knowingly, or willingly permit or suffer any act, deed, matter, or thing, whatsoever, whereby, or by reason, or means whereof, the said [A. K.,] his executors, administrators, or assigns, may, can, or shall, be in any wise prevented or hindered from, or impeded in or about the having, receiving, taking, exercising, or enjoying, the said licence, privileges, letters patent, and premises hereby assigned or intended so to be, or any part thereof, to and for his and their own proper use and benefit, for and during all the rest, residue, and remainder of the said term of fourteen years, and for and during all other, the term, right, and interest, therein hereby granted or assigned, or intended so to be, and every part thereof.

*And for fur-
ther assurance.*

AND MOREOVER that in case default shall be made in payment of the said principal sum of [2000L.] or any part thereof, on the said [ninth] day of [April,] contrary to the aforesaid covenant of the said [J. J. P.] for payment thereof; then and in such case he the said [J. J. P.,] his executors and administrators, and all and every other persons and person having or lawfully or equitably claiming any right, title, part, share or interest to or in the said licence, privileges, letters patent, and premises hereby granted or assigned, or any of them or any part thereof, shall and will at any time or times after such default in payment as aforesaid, and during the residue and remainder of the said term of fourteen years, and also during all and every other term, right, and interest hereby granted or assigned, or intended so to be, upon every reasonable request of the said [A. K.,] his executors, administrators, or assigns; and, before any sale by virtue of the power for that purpose hereinafter expressed or contained, at the costs and charges of the said [J. J. P.,] his executors, or administrators, and after such sale at the costs and charges of the person or persons requiring the same; make, do, and execute, or cause and procure to be made, done, and executed, all such further and other lawful and reasonable assignments, assurances, acts, deeds, matters, and things for the further, better, and more effectually and absolutely assigning, assuring, granting, and confirming of the said licence, privileges, letters patent, and premises hereby assigned and granted, or intended so to be, unto the said [A. K.] for and during all the rest, residue and remainder

of the said term of fourteen years, and for and during all and every other term, right and interest therein, hereby granted and assigned, or intended so to be; and also for enabling him, them, and every of them to have, receive, take, exercise, and enjoy the same, to and for his and their own proper use and benefit, according to the true intent and meaning of these presents; as by the said [A. K.,] his executors, administrators, or assigns, his, their, or any of their counsel in the law, shall be reasonably devised, or advised and required:

PROVIDED ALWAYS, and it is hereby declared and agreed, that unless and until default shall be made in payment of the said principal and interest monies hereinbefore covenanted to be paid, contrary to the covenant of the said [J. J. P.] in that behalf hereinbefore contained, it shall be lawful for the said [J. J. P.,] his executors, administrators, and assigns, to work, use, put in practice, exercise, and enjoy, the said invention, especial licence, privileges, and authorities hereby assigned or mentioned so to be, and to have, receive, take, and enjoy, all and every of the profits, emoluments, benefits and advantages of and arising from the said invention, especial licence, liberties, privileges, letters patent, and premises, hereinbefore mentioned to be hereby assigned, to and for his and their own proper use and benefit, without any hinderance, interruption, or disturbance whatsoever of, from, or by the said [A. K.,] his executors or administrators, or any person or persons whomsoever, rightfully or lawfully claiming, through, under, or in trust for him, them, or any of them, any thing herein contained to the contrary thereof, in anywise notwithstanding:

Proviso that mortgagor shall enjoy until default.

PROVIDED ALSO, and it is hereby further declared and agreed, that if default shall be made in payment by the said [J. J. P.,] his heirs, executors, administrators, or assigns unto the said [A. K.,] his executors, administrators, or assigns of the aforesaid principal and interest monies, or any part thereof respectively, on or at the days or times hereinbefore mentioned and appointed for the payment thereof, [or on the [ninth] day of [October,] now next ensuing] contrary to the covenant of the said [J. J. P.] in that behalf hereinbefore contained; and the said [A. K.,] his executors, administrators, or assigns, shall thereupon or at any time thereafter by any writing under his or their hand or hands, give notice to the said [J. J. P.,] his executors, administrators, or assigns, to pay the said sum of [2000*l.*] or so much thereof as shall be then due and owing on the security of these presents, or leave such notice at the last known place of abode or business of the said [J. J. P.] in England; and the said [J. J. P.,] his executors, administrators, or assigns, shall not within the space of [two] calendar months next, after such notice shall have been so given or left, well and truly pay or cause to be paid to the said [A. K.,] his executors, administrators, or assigns, the said sum of [2000*l.*,] or so much thereof as shall be then due and owing on the security of these presents; and all interest for the said sum of [2000*l.*,] or if any half yearly payment of interest for the said sum of [2000*l.*] or any part thereof, shall at any time

Power of sale.

hereafter be in arrear and unpaid by the space of three calendar months next after the half yearly day of payment, upon which the same shall become due and payable, THEN, and in either of the said cases, it shall and may be lawful to and for the said [A. K.] his executors, administrators, or assigns, at any time or times after the expiration of the said [two] calendar months, for which such notice shall have been so given or left as aforesaid, or after such default in payment of interest as aforesaid (as the case may be), and either with or without the consent of the said [J. J. P.,] his executors, administrators, or assigns, to make sale and dispose of the said especial licence, privileges, powers, and authorities, granted by the said letters; and also the said letters patent; and all other the profits, benefits, advantages, and premises, hereby assigned or expressed, and intended so to be, either by public or private sale or contract, unto any person or persons, who shall be willing to become and be the purchaser or purchasers thereof for the most money that can be reasonably had or gotten for the same; and that for the purposes aforesaid or any of them, it shall and may be lawful to and for the said [A. K.,] his heirs, executors, administrators, or assigns, to enter into, make, and execute, all such agreements, assignments, and assurances, as he the said [A. K.,] his executors, administrators, or assigns, shall think fit: And it is hereby agreed and declared between and by the parties to these presents, and the true intent and meaning of them and of these presents is, that all such agreements, assignments, and assurances, as shall be entered into, made, or executed, by the said [A. K.,] his executors, administrators, or assigns, with, to, or in trust for the purchaser or purchasers of the said especial licence, privileges, letters patent, and premises hereby assigned or expressed and intended so to be, or any part or parts thereof, shall to all intents and purposes whatsoever, although the said [J. J. P.,] his heirs, executors, administrators, or assigns, shall not join or concur therein or consent thereto, be valid and effectual in the law; and shall bind him the said [J. J. P.,] his executors, administrators, and assigns, and all and every persons and person claiming or to claim by, from, through, or under, or in trust for him, them, or any of them; and also that the receipt or receipts of the said [A. K.,] his executors, administrators, or assigns, signed with his or their hand or hands, shall be a good and effectual discharge, or good and effectual discharges to the purchaser or purchasers of the said especial licence, privilege, letters patent, and premises, for the money therein mentioned to be received; and such purchaser or purchasers paying the same money to the said [A. K.,] his executors, administrators, or assigns, shall not be answerable or accountable for the loss, misapplication, or non-application of the money which in and by such receipt or receipts shall be mentioned or expressed to be received; and that no such purchaser or purchasers shall be obliged or concerned to see or enquire whether either of the said cases shall have happened in which the said especial licence, privileges, letters patent, and premises are hereby made saleable: And it is hereby agreed and declared between and by the

parties to these presents, that the said [A. K.,] his executors, administrators, and assigns, shall stand and be possessed of, and interested in all and every sum and sum of money, to arise by any sale or sales which shall be made of the said especial licence, privileges, letters patent, and premises, in pursuance of, or under the power hereinbefore in that behalf contained, upon the trusts, and to and for the intents and purposes hereinafter mentioned, (that is to say) Upon trust in the first place, by, with, and out of the same, to reimburse himself or themselves, or pay, discharge, and satisfy all the costs, charges and expenses, attending such sale or sales, or which he or they shall or may otherwise incur or be put unto, in or about the exercise of the said power of sale, or in any wise relating thereto; and in the next place to retain and reimburse himself or themselves, or pay and satisfy the said principal sum of [2000*l.*] intended to be hereby secured, and all interest which shall be then due for the same, and to render and pay the surplus if any, of the said sum or sums of money unto the said [J. J. P.,] his executors, administrators, or assigns: And it is hereby further declared, that previously to any sale of the said especial licence, privileges, letters patent, and premises, under the aforesaid power, it shall be lawful for the person or persons exercising the same, to make such stipulations and conditions in the contract or particular of sale thereof, as to the title to be required by the purchaser or purchasers, or the evidence to be produced in support of the same as such person or persons only in his or their own absolute discretion shall think fit; and further, that on any such sale as aforesaid, the same privileges, letters patent, and premises, if put up to sale by any public auction, may be bought in from time to time and resold or not at the discretion of ~~any~~ person or persons who shall not be accountable for any loss which may have been incurred in respect thereof; and all losses and expenses attending any such sales, buyings in, and resales, shall be considered as the costs attending the sale hereby authorized.

IN WITNESS, &c.

TO ALL TO WHOM THESE PRESENTS SHALL COME or be made known, [James Gowland, of Leathersellers' Buildings, London Wall, in the City of London, Chronometer Manufacturer,] Sends Greeting: WHEREAS by letters patent under the Great Seal of the United Kingdom of Great Britain and Ireland, bearing date at Westminster the [fifteenth] day of [July,] in the [seventh] year of the reign of Queen Victoria, her said Majesty did give and grant unto the said [J. G., or unto one E. P.,] his executors, administrators, and assigns, and such others as he or they should agree with and no others, the sole privilege of making, using, exercising, and vending his, the said [J. G.'s or E. P.'s] invention of ["improvements, &c."] in England, Wales, and Berwick upon Tweed, for and during the term of fourteen years from the date of the said letters patent: And her said Majesty did by her said letters patent command

(No. 4.)

Licence by deed poll in consideration of a sum of money.

Recital of patent.

all other persons within England, Wales, and Berwick upon Tweed, that neither they or any of them at any time during the said term of fourteen years, should either directly or indirectly make, use, or put in practice the said invention or any part thereof without the licence, consent, or agreement of the said [J. G. or E. P.,] his executors, administrators, or assigns, in writing, under his or their hands and seals, first had and obtained in that behalf:

Recital of specification.

AND WHEREAS the said [J. G. or E. P.] caused a specification of the said invention, under his hand and seal, to be duly enrolled in Chancery on or about the [fifteenth] day of [January, 1844]:

Recital of assignment.

[AND WHEREAS by an indenture of assignment, bearing date on or about the [twentieth] day of [June, 1844,] and made or expressed to be made between the said [E. P.] of the one part, and the said [J. G.] of the other part, for the considerations therein mentioned, the said sole privilege, and all rights, powers, authorities, profits, benefits, and advantages granted by the said letters patent unto the said [E. P.,] his executors, administrators, and assigns, together with the same letters patent, were assigned unto the said [J. G.,] his executors, administrators, and assigns for his and their own proper use and benefit]:

Recital of contract for sale of a licence.

AND WHEREAS the said [J. G.] hath contracted and agreed with [RICHARD DENTON, of Preston, in the county of Lancaster, Watch Manufacturer,] for the sale to him of a licence to use [such part of] the said invention and patent privilege [as hereinafter mentioned] [within the said county of Lancaster,] at or for the price or sum of [250l.]:

Testatum, in consideration of 250l. Patentee grants licence to the purchaser.

NOW KNOW YE, and THESE PRESENTS WITNESS, that in consideration of the sum of [250l.] sterling to the said [J. G.] paid by the said [R. D.,] upon or before the execution of these presents, the receipt whereof the said [J. G.] doth hereby acknowledge, and from the same sum and every part thereof doth hereby release and discharge the said [R. D.,] his heirs, executors, administrators, and assigns. He, the said [J. G.,] HATH given and granted, And by these presents BOTH give and grant unto the said [R. D.,] [his executors, administrators, and assigns (h)] Full and free liberty, licence, and authority during the residue of the said term of fourteen years, to make, use, exercise, and vend the said ["improvements, &c." Here insert the title of the invention,] mentioned in the said letters patent according to and in manner described or mentioned in the said specification, [or make, use, exercise, and vend that part of the said improvements mentioned in the said letters patent, and in the said specification described as the [second] part of the said invention, according to and in manner described or mentioned in the said specification]:

Proviso for avoiding the licence if licensee assigns it, becomes bankrupt, &c.

[PROVIDED ALWAYS, and these presents are upon this express condition, that in case the said [R. D.] shall depart this life at any time during the residue of the said term of fourteen years, or in case the said

(h) If the licence is not to be assignable these words must, of course, be omitted.

[R. D.] or any person claiming under him, shall at any time during the said residue of the said term become bankrupt, or take the benefit of any statute or statutes for the relief of insolvent debtors, or without the consent in writing of the said [J. G.,] his executors, administrators, or assigns, first had or obtained, make or execute any assignment, assurance, deed, or instrument, or do or permit any act, matter, or thing whatsoever, whereby or by means whereof the said liberty, licence, or authority hereby granted, or the benefit thereof, or any part thereof, shall or may be, or otherwise (and but for this present proviso or condition) should or might have been, assigned or assured to or vested in or in trust for any person or persons whomsoever other than and except the said [R. D.,] then and in any such case these presents and every thing herein expressed and contained shall cease, determine, and become and be utterly void to all intents and purposes whatsoever]:

[PROVIDED ALWAYS that these presents are upon this express condition, that in case the liberty, licence, or authority hereby granted or the benefit thereof shall at any time hereafter during the residue of the said term of fourteen years be assigned to, or in trust for, or become vested in, or be disposed of for the use or benefit of more than one person at any one time, then and in any such case these presents and the said liberty, licence, and authority hereby granted, and every thing hereinbefore expressed and contained shall cease, determine, and become and be utterly null and void to all intents and purposes whatsoever, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.] IN WITNESS whereof the said [J. G.] hath hereunto set his hand and seal the [thirteenth] day of [November,] A. D. [1845].

*Condition
against the
licence being
vested in more
than one person
at a time.*

THIS INDENTURE, made the [second] day of [October,] A. D. [1843,] (No. 5.), BETWEEN [A. B.] of, &c., [C. D.] of, &c., and [E. F.] of, &c., of the one part, and [The Company,] established by an Act of Parliament passed in the [eighth] year of the reign of her present Majesty, intituled [“An Act, &c.”] of the other part, WHEREAS by letters patent under the Great Seal of the United Kingdom of Great Britain and Ireland, bearing date at Westminster the [twenty-fourth] day of [August,] in the [sixth] year of the reign of Queen Victoria, (being in the year of our Lord, [1842,]) after reciting (among other things) that the said [A. B.] had by his petition represented unto her said Majesty that in consequence of a communication made to him by a certain foreigner resident abroad, he was in possession of an invention of [“improvements in machinery, &c.”] her said Majesty did by her said letters patent grant unto the said [A. B.,] his executors, administrators, and assigns, her said Majesty’s especial licence, full power, sole privilege, and authority, that he the said [A. B.,] his executors, administrators, and assigns, and every of them, by himself and themselves, or by his or their deputy or deputies, servants or agents, or such others as he the said [A. B.,] his executors, administrators, or assigns, should at any time

*Licence by a
patentee and
assignees of
parts of the
patent right to
a Company
formed by Act
of Parliament.
Recital of
patent.*

ngrees with, and no others, from time to time and at all times thereafter, during the term of years therein unexpired, should and lawfully might make, use, exercise, and vend the said invention within England, Wales, and Berwick upon Tweed, [and the islands of Jersey, Guernsey, Alderney, Sark, and Man, and also in all her said Majesty's Colonies and Plantations abroad,] in such manner as to him the said [A. B.,] his executors, administrators, and assigns, or any of them, should in his or their discretion seem meet; and that he the said [A. B.,] his executors, administrators, and assigns, should and lawfully might have and enjoy the whole profit, benefit, commodity, and advantage from time to time coming, growing, and arising by means of the said invention, for and during the term of years therein mentioned; To have, hold, exercise, and enjoy the said licence, powers, privileges, and advantages thereinbefore granted, or mentioned to be granted, unto the said [A. B.,] his executors, administrators, and assigns, for and during and unto the full end and term of fourteen years from the date of the said letters patent next and immediately ensuing, and fully to be complete and ended according to the statute in such case made and provided: And to the end that the said [A. B.,] his executors, administrators, and assigns might have and enjoy the full benefit, and the sole use and exercise of the said invention, her said Majesty did by the said letters patent command all and every persons and person, bodies politic and corporate, and all other her subjects whatsoever, that neither they nor any of them at any time during the continuance of the said term of fourteen years, should make, use, or put in practice the said invention without the licence, consent, or agreement of the said [A. B.,] his executors, administrators, or assigns, in writing, under his or their hands and seals, first had and obtained:

Recital of enrolment of a specification.

AND WHEREAS a specification or instrument in writing, under the hand and seal of the said [A. B.,] ascertaining and describing the nature of the said invention, and the manner in which the same invention is to be performed, was duly enrolled in Chancery on the [twenty-fourth] day of [February, 1843]:

Recital of assignment of one-third of patent to C. D.

AND WHEREAS by indenture of assignment, bearing date on or about the [twenty-eighth] day of [May, 1843,] and made or expressed to be made between the said [A. B.,] of the one part, and the said [C. D.,] of the other part, for the consideration in the now reciting indenture expressed, one [third] part or share of and in the said privilege, benefits, and profits granted by the said letters patent, was assigned by the said [A. B.] unto the said [C. D.,] his executors, administrators, and assigns, for his and their own proper use and benefit:

Recital of assignment of another third to E. F.

AND WHEREAS by indenture of assignment, bearing date on or about the [fifteenth] day of [December, 1843,] and made or expressed to be made between the said [A. B.,] of the first part, the said [E. F.,] of the second part, and the said [C. D. (i)] of the third part, for the con-

(i) C. D. was made a party to this deed in order that he might be privy to the assignment.

sideration, &c. [A similar recital as the last, of the assignment of another third part of the patent privilege to E. F.]:

AND WHEREAS the said [A. B., C. D., and E. F.,] have contracted and agreed with the said Company to grant to them a licence to use the said invention in consideration of the sum of [1000l.,] and upon the terms and in manner hereinafter expressed or mentioned:

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of [1000l.] sterling to the said [A. B., C. D., and E. F.,] paid by the said Company on or before the execution of these presents, the receipt of which said sum of [1000l.] the said [A. B., C. D., and E. F.,] do hereby acknowledge, and of and from the same sum and every part thereof, do and each of them doth acquit, release, and discharge the said

Company, their successors, and assigns for ever by these presents; and also, in consideration of the reservations and covenants hereinafter contained, and on the part of the said Company to be paid and performed, They, the said [A. B., C. D., and E. F.,] HAVE and each and every of them HATH given and granted, And by these presents Do, and each of them DOTH give and Grant unto the said Company their successors and assigns, Full and free liberty, licence, and authority by themselves, their agents, servants, and workmen, to make, work, use, exercise, and put in practice the said invention and sole privilege granted by the said letters patent, together with all and every of the profits, gains, and advantages of or arising from the said licence and authority hereinbefore granted;

TO HAVE, HOLD, RECEIVE, take, exercise, and enjoy the said licence, authority, and premises hereinbefore given and granted, or intended so to be unto and by the said Company, their successors, and assigns, for and during all the rest, residue, and remainder now to come and unexpired of the said term of fourteen years, granted by the said letters patent, and also for and during all and every such further and other terms and term as shall or may at any time or times hereafter be given or granted, of or in the said invention, or the use thereof, by any new or other letters patent, or otherwise howsoever, To and for the sole and proper use and benefit of the said Company, their successors and assigns;

NEVERTHELESS YIELDING, rendering, and paying therefore unto the said [A. B., C. D., and E. F.,] their executors, administrators, and assigns, the sum of [ten shillings] per week for each machine made or manufactured, and used according to the said invention, which the said Company, their successors, or assigns shall or may from time to time have in use, up to and not exceeding [twenty] of such machines in the whole; AND ALSO the further sum of [7s. 6d.] per week for every further and other of such machines as aforesaid which the said Company, their successors, or assigns shall or may from time to time have in use over and above the first [twenty] of such machines, up to and not exceeding [ten] of such further and other machines; AND ALSO the

Recital of contract for licence.

Testatum,

in consideration of 1000l. and the reservations patentee and assignees grant the licence.

Habendum to Company, their successors and assigns during the residue of fourteen years.

Redendum of 10s. per week for each of 20 machines, &c.

further sum of [5s.] per week for every further and other of such machines as aforesaid, which the said Company, their successors, or assigns shall or may have in use over and above the first [thirty] of such machines, all such weekly renders or sums to be paid by monthly payments in advance, and the payments for such machines to commence from the time when such machine shall first be used according to the said invention (subject nevertheless to the proviso for suspension or cesser of the same payments hereinafter contained):

Covenant by Company to pay the sum reserved.

AND the said Company, for themselves, their successors, and assigns, do hereby covenant, promise, and agree with, and to the said [A. B., C. D., & E. F.,] their executors, administrators, and assigns, in manner following (that is to say), that the said Company, their successors, and assigns, shall and will at all times during the continuance of the licence and authority hereby granted, well and truly pay, or cause to be paid, unto the said [A. B., C. D., & E. F.,] their executors, administrators, and assigns, in and by such monthly payments as aforesaid, all and every of the weekly renders or sums, which shall or may at any time or times hereafter become due or payable under, by virtue, or in pursuance of these presents (subject nevertheless as aforesaid):

Power of distress.

AND FURTHER, that in case any or either of the said monthly payments so to be made as aforesaid, shall be in arrear and unpaid for the space of [twenty-eight] days after the same shall have become payable (in case the same shall have been lawfully demanded), then and in every such case, and as often as the same shall happen, it shall and may be lawful to and for the said [A. B., C. D., & E. F.,] their executors, administrators, and assigns, to enter into and upon the place or places where such machines as aforesaid, or any of them shall be kept, and then and there to seize and distrain the goods, chattels, and things, then being in and upon such place or places belonging to the said Company, their successors, or assigns, or any part of such goods, chattels, and things; and in due time to sell and dispose thereof, and out of the produce of such sale or sales, after paying the expenses attending the same distress and sale, to retain and pay to themselves all such monies for which such distress shall have been made; and also all further and other renders, monies, and payments (if any), which shall or may in the meantime have become due or payable under, or by virtue of these presents, and generally to act in and about every such distress in the same manner, to all intents and purposes as landlords are entitled to act in cases of distress for rent in arrear:

To deliver inventories of machines.

AND ALSO that the said Company shall and will forthwith and immediately after the execution hereof, deliver unto each of them the said [A. B., C. D., & E. F.,] his executors, administrators, or assigns, an inventory or list of all and every of such machines as aforesaid which the said Company are now using or intend to use, according to the said invention specifying the place or places where the same machines respectively are situated or placed.

AND FURTHER that in case the said Company, their successors, or assigns, shall at any time or times hereafter intend to remove such machines, or any of them, then and in every such case the said Company, their successors, or assigns, shall and will give to each of them, the said [A. B., C. D., & E. F.] his executors, administrators, and assigns, [three] days' notice of such intention of the said Company, their successors, or assigns; and in every case of a removal, specifying to what place or places the machine or machines are intended to be removed; and every or any such notice shall or may be delivered to the party to whom it is to be given, or shall or may be left at his, her, or their, last known counting-house, office, place of business, or dwelling-house:

To give notice of removals of machines.

AND ALSO that it shall and may be lawful to and for the said [A. B., C. D., & E. F.] their respective executors, administrators, and assigns, and every of them by themselves or their agents, at all reasonable times in the day time, to enter into any place or places where the said Company, their successors, or assigns, shall or may keep, or use, any such machine or machines, as aforesaid, for the purpose of ascertaining whether such machine or machines, or any of them, are used according to the said invention:

That grantors may enter buildings to inspect machines.

AND it is hereby agreed between the said parties hereto, that each of such machines so to be used as aforesaid, shall be marked with the words ["B.'s patent,"] and numbered in consecutive order; and that in case the said Company, their successors, or assigns, shall, or do use, employ, or work, or cause, or procure, to be used, employed, or worked, any such machine or machines, as aforesaid, according to the said invention and specification, which shall not have the words ["B.'s patent"] marked thereon, the said Company, their successors, or assigns, shall pay unto the said [A. B., C. D., & E. F.] their executors, administrators, or assigns, the penalty or sum of [100*l.*] for every such machine which shall or may be so used, employed, or worked, as last aforesaid; and every such penalty shall be paid and recovered as and for liquidated damages:

Machines to be marked.

PROVIDED ALWAYS, and it is hereby expressly declared and agreed by and between the said parties hereto, that it shall be lawful for the said Company, their successors, and assigns, at any time or times hereafter, and from time to time as they may think fit, to cease the using or working, or to suspend the using or working of all or any one or more of such machines as aforesaid; and at any time or times thereafter, and from time to time again to resume the use and working thereof, when they may think proper; [seven] days' notice at the least, being given by the said Company, their successors, or assigns, to each of the said licensors, or left at each of their respective, usual, or last known places of abode or business, or put into the Post Office, addressed to each of them, at their respective, usual, or last known places of abode or business, of the intention of the said Company, their successors, or assigns, to cease or suspend the working of the same; and [three] days' notice being in like manner given or left as aforesaid, of the intention of the said Company to resume working of the same; it

Use of machines may be discontinued and resumed after notice.

being hereby agreed, that for the period or periods during which the said machines or any of them shall not have been worked agreeably to any such notice to that effect as aforesaid, no sum or sums of money shall be payable to the said [A. B., C. D., & E. F.,] their executors, administrators, or assigns, or any of them, by virtue of these presents in respect of such machines, any thing herein contained to the contrary thereof, in anywise notwithstanding; It being understood, and hereby agreed, that in stopping the working of any such machine or machines as aforesaid, that those paying the smaller rents or sums are to be stopped first, and then the next smaller, and so on:

Covenants by grantors with the Company.

AND each of them, the said [A. B., C. D., & E. F.,] so far as relates to his own part, share, and interest in the premises; and to the acts, deeds, and defaults of himself, his executors, administrators, or assigns, but not further or otherwise, doth hereby for himself, his heirs, executors, administrators, and assigns, covenant, promise, and agree with, and to the said

That they have good right to grant the licence.

Company, their successors, and assigns, in manner following (that is to say), That they the said [A. B., C. D., & E. F.,] or some or one of them, have or hath good right, full power, and lawful and absolute authority, to give and grant unto the said Company, their successors and assigns, such licence, liberty, and authority, as aforesaid:

For quiet enjoyment.

AND that the said Company, their successors and assigns, paying the said sums of money hereby reserved and made payable, and observing the covenants herein contained and on their part to be observed, the said licence, liberty, and authority hereby granted, shall and may be quietly and peaceably exercised, used, and enjoyed, by the said Company and their successors, without any suit, denial, interruption, hinderance or disturbance whatsoever, by or from any person or persons whomsoever:

For confirmation of licence.

AND ALSO that they the said [A. B., C. D., & E. F.,] their executors, administrators, and all and every other persons and person, having or lawfully claiming any right or interest to or in the said letters patent, and privileges, or any part thereof, shall and will, from time to time, and at all times hereafter, during the said term and before any forfeiture of the licence hereinbefore granted or intended so to be, at the request, costs, and charges, of the said Company, their successors, and assigns, make, do, execute, and perfect, every such further and other act, deed, matter, and thing as shall or may be necessary or desirable for the confirming to and vesting in the said Company, their successors and assigns, the full and absolute licence and authority to make, work, use, exercise, and put in practice the said invention and sole privilege, in manner and form and subject to the renders or payment, covenants, conditions, and restrictions aforesaid:

That grantors will proceed against parties infringing.

AND ALSO that in case of any infringement of the said letters patent and privileges, or any part thereof by any person or persons whomsoever, which shall obstruct, lessen, or interfere with the licence or authority hereinbefore granted to the said Company, their successors and assigns, they the said [A. B., C. D., & E. F.,] their executors, administrators, or assigns, will at their own costs and charges, commence

and prosecute all necessary and proper actions, suits, and proceedings, whether at Law or in Equity, or otherwise howsoever, against such person or persons, and carry on and prosecute to effect, such certain suits and proceedings, so as to obtain damages for such infringement, and prevent the continuance thereof:

AND FURTHER, that if at any time or times hereafter during the continuance of this licence and authority, the said [A. B., C. D., & E. F.,] or any of them, shall invent, discover, or make any improvement or improvements in the said invention comprised in the said letters patent, or in the using of the same, or shall become the owners or owner of, or become or be possessed of any such improvements (whether such improvement or any of such improvements shall be the subject matter of letters patent or not,) then and in every such case, the said Company, their successors or assigns, shall be entitled to use such improvement or improvements during the continuance of the said licence and authority, without paying or making any further or other sums or sum of money, renders or render in respect thereof:

That Company shall be entitled to use any improvements made by grantors.

PROVIDED ALWAYS, and it is hereby further covenanted and agreed by and between the said parties hereto, that in case any or either of the said monthly payments hereinbefore made payable or any part thereof shall be in arrear for the space of [twenty-eight] days next after the same shall become due and ought to be paid, or if the said Company, their successors or assigns, shall fail in performance of all or any of the covenants herein contained on their parts and behalf to be performed, or if the said Company shall for the space of [forty] days cease to work [ten] at least of such machines as aforesaid, then and in any such case it shall and may be lawful for the said [A. B., C. D., & E. F.,] their executors, administrators, or assigns, or any of them, to revoke and annul these presents, and the licence and authority hereby granted, by giving [fourteen] days' notice in writing to the said Company, their successors or assigns to that effect, or by leaving such last-mentioned notice at the principal office of the said Company:

Power to revoke the licence in case of non-payment of reservations.

PROVIDED ALSO, and it is hereby further agreed and declared between and by the said parties to these presents, that all monies whatsoever payable to the said [A. B., C. D., & E. F.,] their executors, administrators, and assigns by the said Company, their successors and assigns, or any of them, in pursuance of these presents, shall be apportioned and paid as follows, (that is to say,) [one third] part or share of the same monies unto the said [A. B.,] to and for his and their own separate use and benefit, [one other third] part of the same monies unto the said [C. D.,] his executors, administrators, or assigns, to and for his and their own separate use and benefit, and the other [one third] part of the same monies unto the said [E. F.,] his executors, administrators or assigns, to and for his and their own separate use and benefit; and that each [third] part or share of the same monies shall or may from time to time be recovered accordingly by action, suit, or otherwise, by the person or persons entitled to receive the same, separate and apart from the

Apportionment of reservations amongst the grantors.

other parts or shares of the same monies, and that without joining or making the person or persons entitled to such other parts or shares a party or parties to any such action, suit, or proceeding :

Notice by Company sufficient if signed by solicitor, &c.

AND FURTHER, that any notice in writing given by the said Company, their successors or assigns, in pursuance of these presents, shall be sufficient if signed by any solicitor, secretary, officer, or other person for or on the behalf of the said Company.

IN WITNESS, &c.

(No. 6.)
Exclusive
licence.

THIS INDENTURE made the [*sixth*] day of [*June, 1844,*] BETWEEN [*J. P. W.*] of, &c. of the one part, and [*L. C.*] of, &c. of the other part :

Recital of patent.

WHEREAS by letters patent under the Great Seal, &c., [*recital of letters patent granting the sole use of an invention to R. S.*] (*k*) :

Recital of specification.

AND WHEREAS by a specification or instrument in writing under the hand and seal of the said [*R. S.*] &c. [*recital of specification and the enrolment of it*] (*l*) :

Recital of assignment.

AND WHEREAS by an indenture of assignment bearing date, &c. [*recital of an assignment from R. S. to J. P. W.*] (*m*) :

Recital of contract.

AND WHEREAS the said [*J. P. W.*] hath contracted with the said [*L. C.,*] to grant him a sole and exclusive licence to use the said invention within the town and borough of [*Leicester, and within ten miles thereof,*] during the residue of the said term of fourteen years, in consideration of the payments upon the terms, in the manner, and under and subject to the stipulations hereinafter expressed or contained :

Testatum

in consideration of reservations patentee grants an exclusive licence within a town and a district of ten miles round it.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the reservations and covenants hereinafter expressed or contained, and on the part of the said [*L. C.*] to be paid, observed, and performed, *He* the said [*J. P. W.*] HATH given and granted, AND by these presents *DOTH* give and grant unto the said [*L. C.,*] his executors, administrators, and assigns, Full and free, and also the sole and exclusive licence, permission, liberty, right, power, and authority to work, use, exercise, and put in practice the said invention of the said [*R. S.,*] and the said licence, privilege, and authority granted by the said letters patent at all places within [*the town and borough of Leicester*] aforesaid, or within [*ten*] miles thereof ;] And also to receive, have, and take all the profits, benefits, and advantages arising or accruing from, or by reason or means of the said invention, and patent privilege, licence, and authority within [*the town and borough of Leicester*] aforesaid, and within [*ten*] miles thereof, for his and their own use and benefit :

TO HAVE, HOLD, &c. [*See the Form, ante, p. 759.*]

Reservation of 2d. per yard upon all cloth

YIELDING AND PAYING therefore, by quarterly [*or monthly*] payments unto the said [*J. P. W.,*] his executors, administrators, or

(*k*) See forms, *ante*, p. 755, 757.

755, 758.

(*l*) See the forms, *ante*, p. 740, 748,

(*m*) See the forms, *ante*, p. 740, 756.

assigns the sum of [*two-pence*] for every yard of [*cloth or webbing*] made by licen-
 which he the said [*L. C.*] his executors, administrators, or assigns shall, ^{see.}
 during the continuance of the said term, manufacture or make according
 to the said invention as described in the said specification, or assembling
 the said invention, or in imitation thereof, or any part thereof in anywise
 howsoever; such quarterly [*or monthly*] payments to be made on the
 [*sixth*] day of [*September,*] the [*sixth*] day of [*December,*] the [*sixth*] day
 of [*March,*] and the [*sixth*] day of [*June*] in every year, [*or on the sixth*
 day of every calendar month] during the residue of the said term of four-
 teen years, the first of such payments to be made on the [*sixth*] day of
 [*September*] now next ensuing, and the last payment to be made on the
 day next after the expiration of the said term, for such quantity of [*cloth*
or webbing] as the said [*L. C.*] shall then have so manufactured or made
 since the last of such quarterly [*or monthly*] days of payment:

AND ALSO YIELDING AND PAYING therefore unto the said *Further reser-*
 [*J. P. W.*] his executors, administrators, or assigns, on each and *vation of so*
 every of the said quarterly [*or monthly*] days of payment, the like sum *much as may*
 of [*two-pence*] for every yard of [*such cloth or webbing as aforesaid,*] *be necessary to*
 which the quantity of [*cloth or webbing*] so manufactured or made by *make up the*
 the said [*L. C.*] his executors, administrators, or assigns as aforesaid, *payments upon*
 during the [*three*] calendar months [*or calendar month*] next preceding *a certain quan-*
 such day of payment, shall fall short and be deficient in the quantity of *tity of cloth.*
 [*1000*] yards at the least; And also on the day next after the expiration
 of the said term of fourteen years, the like sum of [*two-pence*] for every
 yard of [*such cloth or webbing as aforesaid,*] which the quantity of [*cloth*
or webbing] so manufactured or made by the said [*L. C.*] his executors,
 administrators, and assigns since the then last of such quarterly [*or*
monthly] days of payment, shall fall short or be deficient in the quantity
 of [*750*] yards at the least:

AND the said [*L. C.*] for himself, &c. [*covenants by L. C., with J. P. W.*
to render accounts and for payment of the reservations as in the form
No. 5, ante, p. 760]:

AND the said [*J. P. W.*] for himself, his heirs, executors, adminis- *Covenant by*
 trators, and assigns, doth hereby covenant, promise, and agree with and *patentee that*
 to the said [*L. C.*] his executors, administrators, and assigns, that he *licensee paying*
 and they the said [*L. C.*] paying the said sums of money hereby *the reserva-*
 reserved, and made payable as aforesaid, and performing the covenants *tions, &c. shall*
 hereinbefore on his and their parts contained, shall and may quietly *quietly enjoy*
 possess and enjoy the said exclusive licence, privilege, and authority *the licence.*
 hereinbefore granted for the said residue of the said term of fourteen
 years, without any interruption or hinderance from the said [*J. P. W.*]
 his executors, administrators, or assigns, or any person or persons
 whomsoever, lawfully claiming by from or under him, them, or any of
 them:

AND ALSO, that he the said [*J. P. W.*] his executors, adminis- *That patentee*
 trators, or assigns, or any of them shall not nor will at any time or *will not work*
 times hereafter during the continuance of the said exclusive licence *the invention*
 hereby granted, work, use, exercise or put in practice the said invention *within the*

limits of the licence.

or patent, privilege or any part thereof respectively, or sell or vend any goods, articles or things whatsoever, made according to or in imitation of the said invention, or any part thereof, within the said [town and borough of Leicester,] or any part thereof, or within [ten] miles thereof, or any part thereof:

That patentee will not grant any other licence for the same district.

AND FURTHER, that he the said [J. P. W.,] his executors, administrators, or assigns, or any of them, shall not nor will at any time during the continuance of the said exclusive licence hereby granted, without the consent in writing of the said [L. C.,] his executors, administrators, or assigns, first had and obtained, grant unto any person or persons whomsoever, any leave, licence, power, privilege, or authority whatsoever to work, use, exercise or put in practice, the said invention or any part thereof, or to sell or vend any goods, articles, or things whatsoever, made according to or in imitation of the said invention or any part thereof, within the said [town and borough of Leicester] or any part thereof, or within [ten] miles thereof, or any part thereof:

That patentee will, at the cost of licensee, proceed against parties infringing within the district.

AND MOREOVER, that in case any person or persons whomsoever shall or do at any time during the continuance of the said exclusive licence hereby granted within the said [town and borough of Leicester,] or any part thereof, or within [ten] miles thereof, or any part thereof, wrongfully work, use, exercise or put in practice the said invention, or sell or vend any goods, articles or things made according to, or in imitation of, the said invention or any part thereof, or do any other act against or in violation of the said patent privilege, or in any other manner infringe the same privilege, then and in every such case, and from time to time, so often as the same shall happen, he the said [J. P. W.] shall and will at the request, costs, and charges of the said [L. C.,] his executors, administrators, and assigns, and upon being well and sufficiently exonerated and indemnified from and against all loss, costs, charges, damages, and expenses for, upon account, or in respect thereof, take all such proceedings whether at Law, in Equity, or otherwise, as shall or may be necessary or expedient for recovering damages against all and every persons and person so violating or infringing the said patent, privilege, or any part thereof, and for restraining all and every such persons and person from so violating or infringing the said patent, privilege, or any part thereof:

That patentee will produce the patent and specification in evidence.

AND ALSO that the said [J. P. W.,] his executors, administrators, or assigns shall and will from time to time during the continuance of the said exclusive licence hereby granted, at the request, costs, and charges of the said [L. C.,] his executors, administrators, or assigns, produce, or cause and procure to be produced in evidence, the said letters patent and specification respectively hereinbefore recited, in any action, suit, or other proceeding, to or in which the said [L. C.,] his executors, or assigns shall or may be party or parties, or interested in any manner howsoever:

PROVIDED ALWAYS, and it is hereby declared and agreed, &c., [power to avoid the licence in case of non-payment of the reservations as in the form, No. 5, ante, p. 763.]

IN WITNESS, &c:

THIS INDENTURE made the [twenty-ninth] day of [November,] (No. 7.)
 A. D., [1845,] *Exclusive and irrevocable licence.*

BETWEEN [James Gowlund] of, &c., of the one part, and [Aaron Jacob] of, &c., of the other part:

WHEREAS by letters patent, &c., [recital of a patent granted to J. G. (n)]: *Recital of patent.*

AND WHEREAS by the specification, &c., [recital of the specification and enrolment of it (o)]: *Recital of specification.*

AND WHEREAS the said [J. G.] hath contracted and agreed with the said [A. J.,] for the sale to him of the exclusive and irrevocable licence for using the said invention, [in the counties of York and Lancaster] as hereinafter expressed, at or for the price or sum of [1000l.]: *Recital of contract for sale of licence.*

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of [1000l.] of, &c., [payment of the purchase-money and discharge as in the form No. 4, ante, p. 756,] He the said [J. G.] HATH given and granted, and by these presents DOTH give and grant unto the said [A. J.,] his executors, administrators, and assigns, the sole, exclusive, and irrevocable licence, power, privilege, and authority, that he the said [A. J.,] his executors, administrators, and assigns, and every of them, by himself and themselves, or by his and their deputies, servants and agents or such others as he the said [A. J.,] his executors, administrators, and assigns, shall at any time agree with and no others, from time to time and at all times hereafter during the residue of the said term of years in the said letters patent mentioned, shall and lawfully may make, use, exercise, and vend the said invention, [within the said counties of York and Lancaster,] in such manner as to him the said [A. J.,] his executors, administrators, and assigns, or any of them shall in his or their discretions, seem meet; And that he the said [A. J.,] his executors, administrators, and assigns shall and lawfully may have and enjoy the whole profits, benefits, and advantages from time to time, coming, growing, accruing and arising by reason of the said invention, [within the said counties of York and Lancaster,] for and during the residue of the said term; *Testatum, in consideration of [1000l.] patentee grants an exclusive and irrevocable licence for the counties of York and Lancaster.*

TO HAVE, HOLD, AND RECEIVE, take, exercise and enjoy the said licence, powers, privileges and advantages hereinbefore granted, or mentioned and intended to be granted, unto the said [A. J.,] his executors, administrators, and assigns, for and during all the rest, residue and remainder now to come and unexpired of the said term of fourteen years, granted by the said letters patent, and for and during all and every other, the term, right, and interest therein of him the said [J. G.] *Habendum to the licensee, his executors, &c. during all the residue of the term of the patent.*

AND the said [J. G.] for himself, his heirs, executors, administrators, and assigns, both hereby covenant, grant, and agree with and to the said [A. J.,] his executors, administrators, and assigns in manner following (that is to say,) THAT (notwithstanding any act or thing by him the *Covenant by grantor with licensee.*

(n) See the forms of recitals, *ante*, p. 755 & 757.(o) See forms of recitals, *ante*, p. 740, 748, 755, 758.

That he has good right to grant the licence.

For quiet enjoyment.

For confirmation of licence.

That patentee will not work the invention within the district.

And will not grant any other licence for the district.

said [*J. G.*,] done or suffered) he hath good right, full power and lawful and absolute authority to give and grant unto the said [*A. J.*,] his executors, administrators, and assigns, such sole, exclusive, and irrevocable licence, power, privilege, and authority as aforesaid :

AND that notwithstanding any such act or thing as aforesaid, the same licence, power, privilege, and authority, shall and may be quietly and peaceably exercised and enjoyed, and the said profits and advantages shall and may be obtained, taken and received by the said [*A. J.*,] his executors, administrators, and assigns, without any suit, hindrance or disturbance whatsoever of or from him the said [*J. G.*,] his executors or administrators, or any person or persons claiming under or in trust for him or them :

AND MOREOVER, that the said [*J. G.*,] his executors and administrators, and all and every other persons and person having or lawfully claiming any right, title, or interest to or in the said letters patent, privileges and premises, or any part thereof, shall and will, from time to time, and at all times hereafter during the said term, at the request, costs and charges of the said [*A. J.*,] his executors, administrators, or assigns, make, do, and execute every such further and other gift, grant, act, deed, matter and thing as shall or may be necessary or desirable for the further or more perfectly, entirely, or satisfactorily giving, granting, or confirming the said sole, exclusive, and irrevocable licence, power, privilege and authority, profits, advantages and premises unto the said [*A. J.*,] his executors, administrators, and assigns, to and for his and their own proper use and benefit, in manner aforesaid :

AND ALSO that he the said [*J. G.*,] his executors, administrators, or assigns, or any of them, shall not, nor will at any time hereafter, during the residue of the said term of fourteen years, work, use, exercise, or put in practice, &c. [*as in the form, ante, p. 765.*]

AND FURTHER that he the said [*J. G.*,] his executors, administrators, or assigns, or any of them, shall not nor will at any time hereafter during the residue of the said term, give or grant unto any person or persons whomsoever, other than and except the said [*A. J.*,] his executors, administrators, or assigns, any leave, licence, &c. [*as in the Form, ante, p. 766.*]

IN WITNESS, &c.

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