

before declared, her said Majesty did by the said letters patent for herself, her  
 [ \*480 ] 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, license, 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 therein-  
 before 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 enrol-  
 ment thereof, or to such copy or copies of the same letters patent, and enrol-  
 ment 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  
 [ \*681 ] 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 lib-  
 erties and advantages thereby granted should cease, determine and become void,  
 as by the said letters patent, and the enrolment thereof, &c.] And your ora-  
 tors 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 instru-  
 ment 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 *A. 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 futher 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 [ \*682 ] by his *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

(p) It is not necessary to set out the specification, but it is generally advisable to do so, particularly if the specification is not long. Vide *ante*, p. 309.



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 license, 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 [ \*683 ] of assignment, \*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, license, 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, license, 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, [ \*684 ] 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 [ \*685 ] [*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 moneys, 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 moneys, 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 afor said, 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 why your orators should not have the relief hereby prayed, and may, upon his 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,)

[ \*686 ] \*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 hand 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, [*\*687*] or some other, and what specification or instrument in writing [*\*687*] 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 license, privileges, and letters patent, especial license, 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 license, privilege, and letters patent, license, 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 [*\*689*] 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, license, 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 moneys, gains, and profits, moneys, 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, license, 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, license, consent, or agreement, [ \*690 ] 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 license, 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 moneys, gains, and profits, moneys, 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 [ \*691 ] 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 license, 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 inquired 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 [ \*692 ] 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, counterfeiting, 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, [ \*693 ] servants, and workmen, from directly or indirectly \*making, work-  
ing, &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. Madden] complainant.

No. 2. 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 <sup>ascertain and describe</sup> [ \*694 ] 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 con-



tained, 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 determination [ \*695 ] <sup>2</sup>of this honourable Court. And this defendant further answering 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 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 [ \*696 ] <sup>2</sup>any person or persons on his behalf at any time since the making <sup>2</sup>of the said letters patent within England, Wales, or Berwick-

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(q) This exception refers to a previous explanatory statement of the defendant's acts which he there contends are no violation of the patent.



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 moneys, 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 moneys, 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 statement hereinbefore contained. And this defendant further answering [ \*697 ] 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 [ \*698 ] submits \*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 if he 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.

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



IN CHANCERY.

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

No. 3. [*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 \*saith, [ \*699 ] 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 licenses (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, &amp;c.

IN CHANCERY.

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

No. 4. [*Francis Jamieson, of Ludgate Street in the City of London, dealer in Chronometers and other Time-keepers,*] maketh oath and saith, that he has

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(*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.



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 [*\*700*] 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.

IN CHANCERY.

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

No. 5. [*James Tongs, of Blackfriars Road, in the County of Surry, 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.

IN CHANCERY.

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

No. 6. [*William Ranyard, of South Square, Gray's Inn, Solicitor for the above named plaintiff,*] maketh oath and saith, that in pursuance of the leave granted to the above named plaintiff, by the order of this honourable Court, made in this cause on the [*thirteenth*] 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 [ \*701 ] 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 issue 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.

No. 7. [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 cause, and of the privilege thereby supposed to be granted; and this deponent further saith, that the said plaintiff having declared in the said action, the said defendant pleaded several pleas to the plaintiff's declaration, (that is to say,) *firstly, non concessit; secondly,* that the plaintiff was not the true and first inventor within this realm, of the supposed invention comprised in the said letters patent; *thirdly,* 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; *fourthly,* that the said privilege supposed to be granted by the said letters patent, was not a privilege of, or for the working or making of any manner of manufacture; *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 [ \*702 ] \*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 manufac-



ture, 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.]

[*A. J. M.*]

Sworn, &amp;c.

[ \*703 ] \*IN CHANCERY.

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

No. 8. 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.*] (s)

(Signed) [*Langdale,*] M. R.

IN CHANCERY.

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

No. 9. 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.

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



## 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.]

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

No. 1. [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 committing of the offence by the defendant hereinafter (i) [in this count] mentioned, [ \*704 ] \*and before the commencement of this suit, to wit, on the [first] [ \*704 ] 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 license, 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, [he e 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 instru-

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



ment 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 hereinafter 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, license, 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 or 50*l.* so forfeited, as aforesaid parcel of the said sum above demanded.

And whereas also before the committing of the offence by the defendant hereinafter in this count hereinafter mentioned, and before the commencement of this suit, the said letters patent in the said first count firstly mentioned, having been so made as aforesaid, and the said specification or instrument in writing under the hand and seal of the plaintiff, [or the said *A. B.*,] having been so made and enrolled as aforesaid. And the said letters patent having been so granted to, and obtained by, the 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, after-



wards, 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 aforesaid, [ \*706 ] \*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, license, 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 herebefore 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.]

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 herebefore 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.]

And whereas also before the committing of the offence, &c., [ \*707 ] (this count \*will be the same as the third count down to the \*, [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 herebefore 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. (x)

IN THE [EXCHEQUER OF PLEAS.]

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

[Doe] } No. 2. The defendant by [Charles Holt] his attorney, [by vir-  
ats. } tue of the statute in such case made and provided,] says that he  
[Smith.] } does not (y) 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. (z)

No. 3. (a) 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.

[ \*708 ]

## SECTION VII.

*Form of Entries and Proceedings in Actions of scire facias for Cancelling and Repealing Letters Patent.*

IN THE PETTY BAG, IN CHANCERY.

No. 1. [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."]

(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.

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

(Signed)

[F. Thesiger.] (c)

[Temple, 1st November, 1845.]

No. 3. 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, forever 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 Britain and Ireland Queen, Defender of the Faith, and in the year of our Lord [ \*709 ] [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,

(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 1,000*l.*; vide *ante*, p. 387.

(e) The Attorney General's signature.



administrators, and assigns, her said Majesty's especial license, 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 license, 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.

[ \*710 ] \*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. 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 license, 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 licenses, 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*] United Kingdom of Great Britain and Ireland, [ \*711 ]

[ \*712 ]



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 license, 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 provisos and things therein expressed, were and are contained provisos 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

[ 713 ] 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) 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.

8. AND ALSO that the said petition and the several suggestions and representations therein made and contained are wholly [ '714 ] 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

(f) Such of the suggestions here given must be selected as are applicable to the circumstances of the case. Although the suggestions are numbered in the above form, they are not to be so in the writ.



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 enrolled 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, \*for the reasons aforesaid, [ \*715 ] 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)

No. 5. 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.

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

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

(i) The name of one of the clerks of the Petty Bag who is prosecutor's nominal attorney.

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 \*disallowed, and these [ \*716 ] 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.

[Langdale.] (k)  
[Allen.] (l)

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

No. 6. 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. }  
{ L. M. } } Sheriff.

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

No. 7. 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

(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 unnecessarily 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 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 [ \*717 ] our said Lady \*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.

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

[*Second*] rule day.

The Queen } No. 8. It is ordered that the sheriff of the county of  
v. } [*Stafford*] shall within [*six*] (o) days next after notice  
[*Clark & another.*] } 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.

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

No. 9. 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. J.*] 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.

[ \*718 ] \*IN THE PETTY BAG, IN CHANCERY.

[*Hilary*] Term, in, &c.

No. 10. ENGLAND (to wit.) Our Lady the Queen, &c. [*Proceed as in the last form down to the \*, and then as follows.*] Whereupon Sir [*William*

(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.

*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.

IN THE PETTY BAG, IN CHANCERY.

[*Hilary*] Term, in the [*eighth*] year of the reign of Queen Victoria.  
(*q*) [*First*] rule day.

The Queen v. [ <i>Clark &amp; another.</i> ]	}	No. 11. Unless the defendants answer in eight days let judgment be entered.	[ <i>Plumer.</i> ] ( <i>r</i> )
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No. 12. 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.,*] \*Knight, who prosecutes as aforesaid says, that he will not further prosecute, &c. [*conclude* [ \*719 ] *as before.*]

IN THE PETTY BAG, IN CHANCERY.

[ <i>H. W. C.</i> ] ats. The Queen.	}	No. 13. AND the said [ <i>H. W. C.</i> ] prays judgment of the said writ, because he says that before the day of suing out the said [ <i>first</i> ] mentioned writ, ( <i>t</i> ) and before the commencement of this suit, to wit, on the [ <i>fifth</i> ] day of [ <i>March,</i> ] in the [ <i>third</i> ] year of the reign of our Lady the now Queen, and in the year of our Lord, [1840,] he, the said [ <i>H. W. C.,</i> ] by a certain indenture then made between the said [ <i>H. W. C.</i> ] of the one part, and [ <i>C. L. C. C., of, &amp;c.,</i> ] of the other part, and
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(*q*) Or the second, or other rule day of the term.

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

(*s*) 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*.



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 advantages whatsoever thereunto belonging, and in anywise to be had therefrom. 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 [ \*720 ] [H. W. C.] further says that he, the said [H. W. C.,] \*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 suit, 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 license, 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, license, 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, license, 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)

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

## IN THE PETTY BAG, IN CHANCERY.

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

[*Smith* ] } No. 14. And the said defendant [*John Smith*] says, that our  
ats. } said Lady the Queen ought not to impeach the said letters patent  
The Queen. } 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 \*mentioned [ \*721 ]  
and contained are not sufficient in law to impeach the said letters [ \*721 ]  
patent, or to cause the said letters patent to be cancelled or vacated, or to com-  
pel 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. (z)

## IN THE PETTY BAG, IN CHANCERY.

[*Michaelmas*] Term in the [*seventh*] year of the reign of Queen Victoria.

[*Smith* ] } No. 15. AND the said defendant [*J. S.*] as to the [*fifth*]  
ats. } suggestion in the said writ contained, whereby it is alleged that,  
The Queen. } &c., [*here insert the suggestion to which the demurrer is in-*  
*tended 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 men-  
tioned and contained, because he the said defendant [*J. S.*] says that the said  
suggestion and the said matters therein mentioned and contained, are not suffi-  
cient 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*] sug-  
gestion, and the said matters therein mentioned and contained, the said defend-  
ant [*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 men-  
tioned and contained, &c. (a)

## IN THE PETTY BAG, IN CHANCERY.

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

[*Smith* ] } No. 16. AND the said defendant [*J. S.*] &c. [*Here insert*  
ats. } *the demurrer in one of the two last forms according to circum-*  
The Queen. } *stances, and then proceed as follows.*] And the said defend-

(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*.

(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.



[ \*722 ] ant [*J. S.*] according to the form of the statute in such case made 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.

IN THE PETTY BAG, IN CHANCERY.

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

The Queen } No. 17. And the said Sir [*F. P.*] who prosecutes as afore-  
v. } said, [or Sir *Z. W.*, Knt., the now Attorney General of our  
[*Smith*] } said 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.

IN THE PETTY BAG, IN CHANCERY.

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

[*Smith*] } No. 18. AND the said [*Jacob Smith.*] as to the said [*first*]  
ats. } suggestion in the said writ contained, whereby it is suggested  
The Queen. } and 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.

[ \*723 ] 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.*] says 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 obtained unto by the

(*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.

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 and entirely false and untrue: the said defendant [J. S.] saith that the [ 724 ] 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.

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



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 the 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 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.

[ \*725 ] 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, [*1811,*] 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. (c)

IN THE PETTY BAG, IN CHANCERY.

[*Trinity*] Term, in, &c.

The Queen } No. 19. AND the said Sir [*F. P.*,] who for our said Lady  
r. } the Queen, prosecutes as aforesaid for our said Lady the Queen,  
[*Smith.*] } doth the like.

IN THE PETTY BAG, IN CHANCERY.

[ \*726 ]

[*Trinity*] Term, in, &c.

The Queen } No. 20. AND Sir [*Frederick Thesiger,*] Knight, the now  
r. } Attorney General for our said Lady the Queen, who for our said  
[*Smith.*] } Lady the Queen prosecutes, for our said Lady the Queen doth  
the like.

No. 21. AND the said Sir [*F. T.*] who prosecutes as aforesaid, for our said Lady the Queen doth the like.

IN THE PETTY BAG, IN CHANCERY.

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

The Queen } No. 22. AND the said Sir [*F. Thesiger,*] who prosecutes as  
r. } aforesaid for our said Lady the Queen, as to the plea of the said  
[*Smith.*] } 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.

IN THE PETTY BAG, IN CHANCERY.

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

The Queen } No. 23. AND the said Sir [*F. P.*] who prosecutes as afore-  
r. } said, [or Sir [*T. W.*] Knight, the now Attorney General of our  
[*Smith.*] } said 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 no. 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

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

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



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 [*\*727*] said letters patent, and the \*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.

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IN THE PETTY BAG, IN CHANCERY.

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

[*Third*] rule day.

The Queen } No. 24. Unless the defendant joins in demurrer in eight days  
v. } let judgment be entered.  
[*A. B.*]

[*Allen.*]

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IN THE PETTY BAG, IN CHANCERY.

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

[*Crawford*] } No. 25. AND the said defendant [*John Crawford,*] as to  
ats. } the said replication of the said Sir [*F. T.*] to the said plea of  
The Queen. } the said [*J. C.*] by him [*thirdly*] above pleaded, [and which  
the said Sir [*F. T.*] hath prayed, may be inquired of by the country, doth  
the like.]

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IN THE PETTY BAG, IN CHANCERY.

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

[*Smith*] } No. 26. AND the said defendant [*J. S.*] says that the said  
ats. } plea by 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*] suggestion, 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.

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PLEAS before our Lady the Queen, in her Chancery at Westminster, in the county of Middlesex, of the Term of [*Saint 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.

No. 27. 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*

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

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

a *nolle* \*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. 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 forbear 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)

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

No. 29. 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 \*Honourable [John Singleton, Lord Lyndhurst, Baron Lyndhurst of Lyndhurst, in the county of Southampton,] Lord High [ 729 ] 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 Mid-

(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.



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.

No. 30. 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.

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

MIDDLESEX (to wit.) BE IT REMEMBERED that the Right 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.)

“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.”

“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 [*\*730*] of the said county of 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 from all their lands

(*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 nisi breve* after the award of the first *distringas juratores*, and the award of an *alias distringas*, as at the end of this Form.

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 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 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.*)]

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No. 31. 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.*

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(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.



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.

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

No. 32. 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. 33. 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, [ \*732 ] greeting: We command you, as before we have commanded \*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 [ninteenth] 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. (s)

By the Court,  
[Robinson.]

No. 34. 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 do not 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

(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*.

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

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.*]

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

[ \*733 ]

This writ is delivered of record before our Lady the Queen, at Westminster, the term and roll within written.

No. 35. VICTORIA, by the grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, To and to every of them, greeting: We command you, and every of you, that 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 Middlesex, 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 manufacture 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.*]

No. 36. VICTORIA, &c. [*Here proceed as in the last form down to the \*, and then as follows,*] and that you or such of you in whose custody or power the same be, do bring with you and produce at the time and place aforesaid, [*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.*]

(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.

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



No. 37. AFTERWARDS, that is to say, on the day and at the place lastly  
 [ \*734 ] within mentioned, before the within named [ *Thomas, Lord Den-*  
*man,* ] \*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 him-  
 self 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 men-*  
*tioned, 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.

No. 38. (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*  
 [ \*735 ] *insert the whole of the postea, after which if there has been a*  
*verdict for the Crown, proceed as follows.* ] And because the  
 giving of judgment upon the verdict aforesaid, and execution of the said judg-  
 ment, 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 prose-  
 cuts 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

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

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.

The Queen } No. 39. Verdict recorded, and record remanded into Chan-  
v. } cery for judgment. [19 January, 1845.] (z)  
[Norton.] } [RYMER, Chancery Lane.]

No. 40. 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. (a)

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, before the Queen herself, as [ \*736 ] aforesaid, and also the record of all things by the said Court of [ our 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,)

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.]

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

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

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

(a) This entry is to be made upon the Chancery record, No. 29, ante, p. 728.



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 [H. W. F.,] Knt., who prosecutes as aforesaid, as to the said [H. 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.

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 [H. W. F.,] Knt., who for our said Lady the Queen prosecutes, as aforesaid, as also the said [H. 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 [H. 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 [H. 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 to the said [H. N.] on that day have the said letters patent before our said Lady the Queen, in her Chancery wheresoever it shall then be, &c. And let the said [H. N.] then deliver the same letter 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 that the said [H. N.] is in no wise to omit: And to the said Sir [H. W. 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  
[H. N.] defendant.

No. 43. 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. [J. 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

(1) Continuances must be inserted from term to term until the total sum of which judgment is signed.

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  
Mr. [W. N.]  
the above named defendant, and to  
[Mr. J. A.] his solicitor.

Yours, &c.  
[R. W.]  
Solicitor for the prosecution.

The Queen } No. 44. UPON READING the notice of motion dated  
v. } the [twenty-sixth] day of [April, 1845,] and served by  
[Wm. Norton,] } the prosecutor upon the defendant, and the affidavit of the  
defendant, sworn on the [twenty-seventh] day of [May, 1845,] [ 738 ]  
and upon 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 Chan-  
cery, 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.

[Langdale,] M. R.

No. 45. (c) CANCELLED this enrolment by order of the Lord Chancellor,  
dated the [twenty-eighth] day of [May,] in the year of our Lord, [one thou-  
sand eight hundred and forty-five,] in pursuance of the judgment.—Our Sov-  
ereign Lady the Queen against [W. N.] in the Peay 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. 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

(c) The vacatur is to be entered in the margin of the patent roll, opposite the commence-  
ment of the enrolment of the patent. The Master of the Rolls signs his name at the top  
of the entry as above.



the cancelling, vacating, and disallowing certain letters patent under the Great Seal of our said United Kingdom, granted by us to the said [H. N.] as it is said, manifest error hath intervened for the great damage of the said [H. 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 [H. 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 [ 739 ] things touching 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.

[First] Rule day.

[H. N.] plaintiff in error, } No. 47. Unless the plaintiff in error shall  
 v. } cause the record to be transcribed, in order to  
 The Queen. } be delivered 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 LADY THE QUEEN.

No. 48. 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.

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 Licenses to use Patent Inventions.* (c)

No. 1. THIS INDENTURE, made the [first] day of [January,] A. D. [1846,] BETWEEN [Caleb Richardson,] of, &c. [the patentee or his assignee]

(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 licenses, a complete collection of such forms would fill a large volume.

nce,] of the one part, and [*Arthur Williamson,*] of. &c. [*the purchaser.*] 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-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 license, 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 license, 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.

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.

[*(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 license, sole privilege and authority, 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

(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.



license, privilege, and authority, and the said term of fourteen years granted by the said letters patent; To hold, receive, take, and enjoy the said license, sole privilege and authority, letters patent, and premises 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 license, privileges, and advantages thereby granted at or for the price or sum of [1000*l.*]

NOW THIS INDENTURE WITNESSETH, that in pursuance of 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 forever by these presents: *He* the said [C. R.] 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. W.,] his executors, administrators, and assigns;

ALL that the said especial license, 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 letter 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 license, 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, [ \*742 ] 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, 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 license, 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 license, 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. 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.

AND the said [C. R.,] for himself, his heirs, executors, and administrators, do 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:

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:

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 license, 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:

AND ALSO that he, the said [C. R.,] his executors, administrators, or assigns, or any of them, shall not, nor will at any time [ \*743 ] or times hereafter during the residue and 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 letters patent or 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 license, 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 administrators, and all and every other persons and person having, or lawfully claiming any right, title, part, share, or interest whatsoever, to or in the said license, 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 license, privileges, letters patent, and premises hereby assigned and granted, or intended so to be, unto the said [*R. 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 [*R. 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*,] [*'744*] her,] '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.

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 license, 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 license, 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.

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.*]

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 [ \*745 ] the passing of that act, to sell, transfer, grant, and assign, the said [ \*745 ] 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.*]

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 [ \*746 ] 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 con 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.

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 notwith-



standing 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 :

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 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 [ \*747 ] 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.

IN WITNESS, &c.

No. 3. 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.

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 license, 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 license, 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 now [ 748 ] 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.

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.

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.]

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 meantime for the same secured in manner hereinafter mentioned or expressed.

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,

ALL that the said especial license, 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 license, privilege, and authority, and of the said term of [*\*749*] 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 license, 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 license, 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 license, privileges, letters patent and premises, (that is to say,)

**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 moneys hereinafter mentioned in pursuance of the covenant of the said [*J. J. P.*] next 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 \*the [ \*750 ] said patent, license, privileges, letters patent, and premises herein-before 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.

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 [2000*l.*] of lawful British money, and the sum of [100*l.*] of like lawful money as and for one year's interest for the said sum of [2000*l.*,] at the rate of [5*l.*] for 100*l.* for a year, making together the sum of [2100*l.*,] in the parts, shares, and proportions, and on or at the days or times hereinafter mentioned; (that is to say,) the sum of [50*l.*] part thereof (being half-a-year's interest for the said sum of [2000*l.*] 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 [2050*l.*] residue thereof, (being the whole of the said principal sum of [2000*l.*,] 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 [2000*l.*] sterling, together with interest for the same sum, after the rate of [5*l.*] per 100*l.*, 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 moneys, or any part thereof respectively, for or in respect of any present or future taxes, impositions, matters, or things whatsoever.]

AND FURTHER, that in case the said principal sum of [2000*l.*] [ \*751 ] \*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 [2000*l.*,] after the rate aforesaid, on the [*ninth*] day of [*October*] and the [*ninth*] day of [*April*] in every year until

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

(*g*) This short form of covenant will be applicable in case the whole mortgage money is to be made payable at the end of six calendar months.



the said principal sum of [2000*l.*] shall be paid, together with a proportionate part of the like interest up to the time when the said principal sum of [2000*l.*] 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 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 anywise howsoever:

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:

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 license, 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:

AND ALSO, that in case default shall be made in payment of the said principal sum of [2000*l.,*] 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 license, invention, privileges, letters patent, and premises, hereinbefore assigned, and to receive and take all the profits, benefits, and advantages thereof, [ \*75*£* ] to and for his and \*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, license, privileges, letters patent, and premises, or any part or parts thereof:

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 anywise prevented or hindered from, or impeded in or about the having,



receiving, taking, exercising, or enjoying, the said license, 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 MOREOVER that in case default shall be made in payment of the said principal sum of [200*l.*] 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 license, 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 license, 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 [ \*753 ] 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 moneys 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 license, 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 license, 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, anything herein contained to the contrary thereof, in anywise notwithstanding:

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 moneys, 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 [2000l.] 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 [2000l.,] 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 [2000l.,] or if any half yearly payment of interest for the said sum of [2000l.] or any part thereof, shall at any time [ \*754 ] \*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 license, 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 license, 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 or 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 license, 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 by such receipt or receipts shall be mentioned or expressed to be received, and that no such purchaser or pur-



chasers shall be obliged or concerned to see or inquire whether either of the said cases shall have happened in which the said especial license, 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 [ \*755 ] the said [ *A. K.*, ] his executors, administrators, and assigns, shall stand and be possessed of, and interested in all and every sums and sum of money, to arise by any sale or sales which shall be made of the said especial license, 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 anywise 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 license, 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 such 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.

No. 4. TO ALL TO WHOM THESE PRESENTS SHALL COME or be made known, [ *James Gowland, of Leatherseller's 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 \*all other persons within England, [ \*756 ] 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 license, 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:

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*: ]



[AND WHEREAS by an indenture of assignment, bearing date on or about the [twentieth] day of [June, 1811,] 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:]

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 license 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:]

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 DOth give and grant unto the said [R. D.,] [his executors, administrators, and assigns (h) full and free liberty, license, 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:]

[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 [ \*757 ] residue of the said term of fourteen years, or in case the said \*[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, license, 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, license, 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, license, 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,

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



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.]

No. 5. THIS INDENTURE, made the [second] day of [October,] A. D. [1843,] 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 license, 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 \*agree with, and no [ \*758 ] others, from time to time and at all times thereafter, during the [ \*758 ] 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 license, 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 license, 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:

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:]

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:

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, [ \*759 ] and the said [C. D.(i)] of the third part, for the consideration, &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 license 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 DOTHT give and Grant unto the said Company, their successors and assigns, Full and free liberty, license, 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 license and authority hereinbefore granted;

TO HAVE, HOLD, RECEIVE, take, exercise, and enjoy the said license, 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

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



the \*further sum of [5s.] per week for every further and other of [ \*760 ] 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 machine 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.)

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., and 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 license and authority hereby granted, well and truly pay, or cause to be paid, unto the said [A. B., C. D., and 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:)

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., and 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 moneys for which such distress shall have been made; and also all further and other renders, moneys, 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:

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., and 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 suc- [ \*761 ] cessors, 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., and 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:



AND ALSO that it shall and may be lawful to and for the said [*A. B., C. D., and 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 :

AND it is hereby agreed between the said parties hereto, that each of such machines so to be and 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. and E. F.,*] their executors, administrators, or assigns, the penalty or sum of [*100l.*] 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 :

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 might 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 [*\*762*] of the said Company to resume working of the same : it \*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., and 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 :

AND each of them, the said [*A. B., C. D., and 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 Company, their successors, and assigns, in manner following (that is to say,) That they the said [*A. B., C. D., and 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 license, liberty, and authority, as aforesaid :

AND that the said Company, their successors and assigns, paying the said sums of money hereby reserved and made payable, and observing the cove-



nants herein contained and on their part to be observed, the said license, 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 disturbances whatsoever, by or from any person or persons whomsoever:

AND ALSO that they the said [*A. B., C. D., and E. F.,*] their executors, and 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 license 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 license 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:

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 license or authority hereinbefore granted to the said Company, their successors and assigns, they the said [*A. B., C. D., and 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 [ \*763 ] 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 license 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 license and authority, without paying or making any further or other sums or sum of money, renders or render in respect thereof:

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 license 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:

PROVIDED ALSO, and it is hereby further agreed and declared between and by the said parties to these presents, that all moneys 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 moneys unto the said [*A. B.,*] to and for his and their own separate use and benefit, [*one other third*] part of the same moneys 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 moneys 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 moneys shall or may from time to time be recovered accordingly by action, suit, or otherwise, by the person or persons [ \*764 ] entitled to receive the same, separate and apart from the \*other parts or shares of the same moneys, 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:

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. 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:

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

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*)

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

AND WHEREAS the said [*J. P. W.*] hath contracted with the said [*L. C.,*] to grant him a sole and exclusive license 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:

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 license, 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 license, 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, license, and authority within [*the town and borough of Lei-*

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

(*l*) See the forms, *ante*, p. 740, 748, 755, 758.

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



cester] aforesaid, and within [ten] miles thereof, for his and their own use and benefit :

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

YIELDING AND PAYING therefore, by quarterly [or monthly] payments unto the said [J. P. W.,] his executors, administrators, or [ \*765 ] \*assigns the sum of [two-pence] for every yard of [cloth or webbing] which he the said [L. C.,] his executors, administrators, or assigns shall, during the continuance of the said term, manufacture or make according to the said invention as described in the said specification, or resembling 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 fourteen 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 [J. P. W.,] his executors, administrators, or assigns, on each and every of the said quarterly [or monthly] days of payment, 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, or assigns as aforesaid, during the [three] calendar months [or calendar month] next preceding such day of payment, shall fall short and be deficient in the quantity of [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, administrators, and assigns, doth hereby covenant, promise, and agree with and to the said [L. C.,] his executors, administrators, and assigns, that he and they the said [L. C.,] paying the said sums of money hereby reserved, and made payable as aforesaid, and performing the covenants hereinbefore on his and their parts contained, shall and may quietly possess and enjoy the said exclusive license, privilege, and authority 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, administrators, or assigns, or any of them shall not nor will at any time or times hereafter during the continuance of the said exclusive license hereby granted, work, use, exercise or put in practice the said invention \*or patent, privilege [ \*766 ] 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 :



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 license 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, license, 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:

AND MOREOVER, that in case any person or persons whomsoever shall or do at any time during the continuance of the said exclusive license 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:

AND ALSO that the said [*J. F. W.*,] his executors, administrators, or assigns shall and will from time to time during the continuance of the said exclusive license 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 license in case of non-payment of the reservations as in the form, No. 5, ante, p. 763.*]

IN WITNESS, &c.

[ \*767 ] \*No. 7. THIS INDENTURE made the [*twenty-ninth*] day of [*November*,] A. D., [1845.]

BETWEEN [*James Gowland*] 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)*]

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

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 license for

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

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



using the said invention, [*in the counties of York and Lancaster*] as hereinafter expressed, at or for the price or sum of [1000*l.* :]

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of [1000*l.*] 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 DOETH give and grant unto the said [*A. J.*] his executors, administrators, and assigns, the sole, exclusive, and irrevocable license, 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 :

TO HAVE, HOLD, AND RECEIVE, take, exercise and enjoy the said license, 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.*]

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 \*said [*J. G.*] done or suffered) he hath good right, full power and lawful [*\*768*] and absolute authority to give and grant unto the said [*A. J.*] his executors, administrators, and assigns, such sole, exclusive, and irrevocable license, power, privilege, and authority as aforesaid :

AND that notwithstanding any such act or thing as aforesaid, the same license, 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, hinderance 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 license, 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 said except the said [*A. J.*,] his executors, administrators, or assigns, any leave, license, &c. [*as in the form, ante, p. 766.*]

IN WITNESS, &c.

## SECOND APPENDIX.

### ACTS OF CONGRESS, AND REGULATIONS OF THE PATENT OFFICE RELATIVE TO GRANTS OF PATENTS, &c.

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SEC. 1. The existing laws relating to patents are those approved July 4, 1836, March 3, 1837, and March 3, 1839; all former acts having been repealed by the act of 1836.

SEC. 2. "Patents are granted for any new and useful art, machine, manufacture, or composition of matter, or any new and useful improvement on any art, machine, manufacture, or composition of matter, not known or used by others before his or their discovery or invention thereof, and not, at the time of his application for a patent, in public use, or on sale, with his or their consent, or allowance, as the inventor or discoverer."—Act of 1836, section 6. "No patent shall be held to be invalid by reason of the purchase, sale, or use, [of the invention,] prior to the application for a patent as aforesaid, except on proof of abandonment of such invention to the public, or that such purchase, sale, or public use, has been for more than two years prior to such application for a patent."—Act of March 3, 1839.

SEC. 3. The term for which a patent is granted is fourteen years; but it may, under certain circumstances, be renewed for seven years, as hereinafter mentioned.

SEC. 4. Patents are granted to citizens of the United States, to aliens who shall have been resident in the United States one year next preceding, and shall have made oath of their intention to become citizens thereof, and also to foreigners who are inventors or discoverers.

SEC. 5. A patent may be taken out by the inventor in a foreign country, without affecting his right to a patent in the United States, provided the invention has not been introduced into public and common use in the United States prior to the application for such patent. In every such case the patent is limited to fourteen years from the date of the foreign letters patent. A patent is not granted upon introduction of a new invention from a foreign country, unless the person who introduced it be the inventor or discoverer. If an alien neglects to put and continue on sale the invention in the United States, to the public, on reasonable terms, for eighteen months, the patentee loses all benefit of the patent.

SEC. 6. Joint inventors are entitled to a joint patent, but neither can claim one separately.

SEC. 7. An inventor can assign his right before a patent is obtained, so as to enable the assignee to take out a patent in his own name; but the assignment must be first entered of record; and the application therefor must be duly made, and the specification signed, and sworn to by the inventor. And in the case of an assignment by a foreigner, the same fee will be required as if the patent issued to the inventor.



**SEC. 8.** The assignment of a patent may be to the whole or to an undivided part, "by any instrument in writing." All assignments, and also the grant or conveyance of the use of the patent in any town, county, State, or specified district, must be recorded in the Patent Office within three months from date of the same. But assignments, if recorded after three months have expired, will be on record as notice to protect against subsequent purchases. No fee is now charged for recording assignments. Patents, grants, and assignments, recorded prior to the 15th of December, 1836, must be recorded anew before they can be valid as evidence of any title. This is also done free of expense.

**SEC. 9.** In case of the decease of an inventor, before he has obtained a patent for his invention, "the right of applying for and obtaining such patent shall devolve on the administrator or executor of such person, in trust for the heirs at law of the deceased, if he shall have died intestate; but if otherwise, then in trust for his devisees, in as full and ample manner, and under the same conditions, limitations, and restrictions, as the same was held, or might have been claimed or enjoyed, by such person in his or her lifetime; and when application for a patent shall be made by such legal representatives, the oath or affirmation shall be so varied as to be applicable to them."—Act of 1836, sec. 10.

**SEC. 10.** The Patent Office will be open for examination during office hours, and applicants can personally, or by attorney, satisfy themselves, on inspection of models and specifications, of the expediency of filing an application for a patent.

**SEC. 11.** All fees received are paid into the Treasury, and the law has required the payment of the patent fee before the application is considered; two-thirds of which fee is refunded on withdrawing the application. But no money is refunded on the withdrawal of an application, after an appeal has been taken from the decision of the Commissioner of Patents. And no part of the fee paid for caveats, and on applications for the addition of improvements, re-issues, and appeals, can be withdrawn.

**SEC. 12.** It is a frequent practice for inventors to send a description of their inventions to the office, and inquire whether there exists any thing like it, and whether a patent can be had therefor. *As the law does not provide for the examination of descriptions of new inventions, except upon application for a patent, no answers can be given to such inquiries.*

#### ON THE APPLICATION FOR A PATENT.

**SEC. 13.** No application can be examined until the fee for the patent is paid, and the specification, model and drawings filed.

**SEC. 14.** The application for a patent must be made by petition to the *Commissioner of Patents*, signifying the desire of obtaining an exclusive property in the invention or discovery, and praying that a patent may be granted therefor, as in the form annexed thereto; *which petition should be signed by the inventor.*

#### DESCRIPTION OF SPECIFICATION.

**SEC. 15.** Before any inventor shall receive a patent for any such new invention or discovery, he shall deliver a written description of his invention or discovery, and of the manner and process of making, constructing, using, and compounding the same, in such full, clear, and exact terms, avoiding unnecessary prolixity, as to enable any person skilled in the art or science to which it appertains, or with which it is most clearly connected, to make, construct, compound, and use the same; and in case of any machine he shall fully explain the principle, and the several modes in which he has contemplated



the application of that principle or character by which it may be distinguished from other inventions; and shall particularly specify and point out the part, improvement, or combination, which he claims as his own invention or discovery.—Act of 1836, sec. 6. [See form annexed.]

SEC. 16. It is important, in all cases, to have the specification describe the sections of the drawings, and refer by letters to the parts; duplicate drawings being required.

SEC. 17. A *defective* specification or drawing may be amended at any time before a patent has issued; in which case the applicant will be required to make oath anew.

#### ON NEW IMPROVEMENTS.

SEC. 18. “Whenever the original patentee shall be desirous of adding the description and specification of any new improvement of the original invention or discovery, which shall have been invented or discovered by him subsequent to the date of his patent, he may, like proceedings being had in all respects as in the case of original applications, and on the payment of fifteen dollars, as hereinafter mentioned, have the same annexed to the original description and specification; and the Commissioner shall certify on the margin of such annexed description and specification, the time of its being annexed and recorded; and the same shall thereafter have the same effect in law, to all intents and purposes, as though it had been embraced in the original description and specification.”—Act of 1836, sec. 13.

SEC. 19. In all such cases, the claim in the original patent is subject to a re-examination; and if it shall appear that any part of the claim was not original at the time of granting the patent, a disclaimer of said part must be filed in the Patent Office, or the specification of claims restricted, by having the patent re-issued before the improvement can be added. And if there is not any thing which can be claimed, the improvement cannot be added, but may be secured by a separate patent, on the payment of the fee of thirty dollars. If the patent was granted before the 15th of December, 1836, a model and drawings of the invention as first patented, verified by oath, must be furnished, unless dispensed with by the Commissioner.

SEC. 20. No patent for an improvement can be granted to the original inventor, assignee, or possessor of a patent granted before the 15th of December, 1836, until a model and drawings of the invention, as originally patented, verified by oath, shall have been deposited, unless dispensed with by the Commissioner.

SEC. 21. “Every inventor, before he can receive a patent, must make oath or affirmation that he does verily believe that he is the original and first inventor or discoverer of the art, machine, manufacture, composition, or improvement, for which he solicits a patent; and that he does not know or believe that the same was ever before known or used; and also of what country he is a citizen.”—Act of 1836, sec. 6. [See form annexed.] In every case the oath or affidavit must be made before a person having general powers to administer oaths. Justices of the Peace have not in all cases this general power.

SEC. 22. If the applicant be an alien, and have resided one year in the United States next preceding the application, and have given legal notice of his intention to become a citizen of the United States, he must make oath to these facts before he can apply for a patent for the same fee as that paid by a citizen.

#### OF DRAWINGS AND SPECIMENS OF INGREDIENTS.

SEC. 23. The law requires that “the applicant for a patent shall accompany his application with drawings and written references, *when the nature of the*



*case admits of drawings.*" These drawings should, in general, be in perspective, and neatly executed; and such parts as can not be shown in perspective, must, if described, be represented in section or detail. Duplicates of them are required, as one must accompany the patent when issued, as explanatory of it, and one must be kept on file in the office.

SEC. 24. The drawings must be signed by the patentee, and attested by two witnesses, except when the specification describes the sections or figures, and refers to the parts by letters; in which case they are neither required to be signed nor accompanied by written references upon the drawings, the whole making one instrument. Drawings are absolutely necessary, when the case admits of them.

SEC. 25. An examination, as to originality of invention, may be made on a single drawing; but duplicates will be required before the patent issues.

#### OF MODELS.

SEC. 26. The law requires that the inventor shall deliver a model of his invention or improvement when the same admits of a model. The model should be neatly made, and as small as a distinct representation of the machine or improvement, and its characteristic properties, will admit; the name of the inventor should be printed or engraved upon, or affixed to it, in a durable manner. Models forwarded without a name, cannot be entered on record, and are therefore liable to be lost or mislaid.

SEC. 27. When the invention is of "a composition of matter," the law requires that the application be accompanied with specimens of the ingredients, and of the composition of matter, sufficient in quantity for the purpose of experiment.

#### ON GRANTING ANEW LOST PATENTS.

SEC. 28. The third section of the act of March 3, 1837, provides:

"SECTION 3. *And be it further enacted,* That whenever it shall appear to the Commissioner that any patent was destroyed by the burning of the Patent Office building on the aforesaid fifteenth day of December, or was otherwise lost prior thereto, it shall be his duty, on application therefor by the patentee, or other person interested therein, to issue a new patent for the same invention or discovery, bearing the date of the original patent, with his certificate thereon, that it was made and issued pursuant to the provisions of the third section of this act; and shall enter the same of record: *Provided, however,* That before such patent shall be issued, the applicant therefor shall deposit in the Patent Office a duplicate, as near as may be, of the original model, drawings, and description, with specification of the invention or discovery, verified by oath, as shall be required by the Commissioner; and such patent and copies of such drawings and descriptions, duly certified, shall be admissible as evidence in any judicial Court of the United States, and shall protect the rights of the patentee, his administrators, heirs, and assigns, to the extent only in which they would have been protected by the original patent and specification."

#### PROCEEDINGS ON APPLICATION FOR PATENTS, AND ON APPEALS FROM DECISION OF THE COMMISSIONER.

(Act of 1836, sec. 7.)

SEC. 29. "That on the filing of any such application (consisting of petition, specification, model, and drawings, or specimens,) and the payment of the duty hereinafter provided, the Commissioner shall make, or cause to be made, an examination of the alleged new invention or discovery; and if, on



any such examination, it shall not appear to the Commissioner that the same had been invented or discovered by any other person in this country prior to the alleged invention or discovery thereof by the applicant, or that it had been patented or described in any printed publication in this or any foreign country, or had been in public use or on sale, with the applicant's consent or allowance, prior to the application, if the Commissioner shall deem it to be sufficiently useful and important, it shall be his duty to issue a patent therefor. But whenever, on such examination, it shall appear to the Commissioner that the applicant was not the original and first inventor or discoverer thereof, or that any part of that which is claimed as new had before been invented or discovered, or patented, or described in any printed publication in this or any foreign country as aforesaid, or that the description is defective and insufficient, he shall notify the applicant thereof, giving him briefly such information and references as may be useful in judging of the propriety of renewing his application, or of altering his specification to embrace only that part of the invention or discovery which is new. In every such case, if the applicant shall elect to withdraw his application, relinquishing his claim to the model, he shall be entitled to receive back twenty dollars, part of the duty required by this act, on filing a notice in writing of such election in the Patent Office; a copy of which, certified by the Commissioner, shall be a sufficient warrant to the Treasurer for paying back to the said applicant the said sum of twenty dollars. But if the applicant, in such case, shall persist in his claim for a patent, with or without any alteration of his specification, he shall be required to make oath or affirmation anew, in manner as aforesaid; and if the specification and claim shall not have been so modified as, in the opinion of the Commissioner, shall entitle the applicant to a patent, he may appeal to the Chief Justice of the United States Court for the District of Columbia, who may affirm or reverse the decision of the Commissioner of Patents, in whole or in part, and may order a patent to issue; or he may have remedy against the decision of the Commissioner of Patents, or the decision of the Chief Justice of the United States Court for the District of Columbia, by filing a bill in equity in any of the United States Courts having jurisdiction, as hereinafter explained.

#### RE-ISSUE TO CORRECT A DEFECTIVE DESCRIPTION.

SEC. 30. When an applicant wishes to cancel an old patent, and to correct a mistake or error, which has arisen from inadvertence, he should state this fact in his application, and expressly *surrender* the old patent, which must be transmitted to the Patent Office before a new patent will be issued. And no improvement or alteration made subsequent to the filing of the application upon which the original patent was granted, can be introduced into a patent upon re-issue.—Section thirteen of the act of July, 1836, enacts, "That whenever any patent, which has heretofore been granted, or which shall hereafter be granted, shall be inoperative or invalid, by reason of a defective or insufficient description or specification, or by reason of the patentee claiming, in his specification, as his own invention, more than he had or shall have a right to claim as new, if the error has or shall have arisen by inadvertency, accident, or mistake, and without any fraudulent or deceptive intention, it shall be lawful for the Commissioner, upon the surrender to him of such patent, and the payment of the further duty of fifteen dollars, to cause a new patent to be issued to the said inventor for the same invention for the residue of the period then unexpired, for which the original patent was granted, in accordance with the patentee's corrected description and specification."

SEC. 31. When the original patent has been lost, before a re-issue can be granted, the original patent should first be restored (as explained in section 28 of this circular,) and then surrendered.



**SEC. 32.** In the re-issue, the claim is subject to an examination as in the case of original patents; and if it shall appear that any part of the claim was not original at the time of granting the patent, the re-issue will not be granted, unless said part be omitted in the claim, or a disclaimer filed in the Patent Office. And if there is not anything which can be claimed, the re-issue cannot be granted, and the surrendered patent cannot be returned. Where the patent was granted before the 15th of December, 1836, a model and drawings of the invention as originally patented, verified by oath, must be deposited in the Patent Office before a re-issue can be granted, unless dispensed with by the Commissioner.

**SEC. 33.** And in case of the death of an inventor, or of any assignment of the original patent, made by him, a similar right vests in his executors, administrators, or assignees; and the patent so re-issued, together with the corrected description and specification, have the same effect and operation in law, on the trial of all actions thereafter commenced for causes subsequently accruing, as though the same had been originally filed in such corrected form before the issuing out of the original patent.

**SEC. 34.** On the surrender of a patent, several patents may be issued for distinct and separate parts of the invention, upon the payment of thirty dollars for every additional patent issued.

#### DISCLAIMERS.

**SEC. 35.** The 7th section of the law of 3d March, 1837, provides as follows: "SECTION 7. *And be it further enacted,* That whenever any patentee shall have, through inadvertence, accident, or mistake, made his specification of claim too broad, claiming more than that of which he was the original or first inventor, some material and substantial part of the thing patented being truly and justly his own, any such patentee, his administrators, executors, and assigns, whether of the whole or of a sectional interest therein, may make disclaimer of such parts of the thing patented as the disclaimant shall not claim to hold by virtue of the patent or assignment, stating therein the extent of his interest in such patent; which disclaimer shall be in writing, attested by one or more witnesses, and recorded in the Patent Office, on payment by the person disclaiming, in manner as other patent duties are required by law to be paid, of the sum of ten dollars. And such disclaimer shall thereafter be taken and considered as part of the original specification, to the extent of the interest which shall be possessed in the patent or right secured thereby, by the disclaimant, and by those claiming by or under him, subsequent to the record thereof. But no such disclaimer shall affect any action pending at the time of its being filed, except so far as it may relate to the question of unreasonable neglect or delay in filing the same."

**SEC. 36.** In cases of patents granted before the 15th of December, 1836, no disclaimer will be admitted for record until a model and drawings of the invention, as originally patented, verified by oath, shall have been deposited, unless dispensed with by the Commissioner.

#### INTERFERING APPLICATIONS.

**SEC. 37.** "Whenever an application shall be made for a patent, which, in the opinion of the Commissioner, would interfere with any other patent for which an application may be pending, or with any unexpired patent which shall have been granted, it shall be the duty of the Commissioner to give notice thereof to such applicants, or patentees, as the case may be; and if either shall be dissatisfied with the decision of the Commissioner on the question of priority of right or invention, on a hearing thereof he may appeal from such



decision, on the like terms and conditions as are provided in the case of applications for inventions not new; and the like proceedings shall be had, to determine which, or whether either, of the applicants is entitled to receive a patent as prayed for."—Act of 1836, sec. 8.

## CAVEATS.

SEC. 36. The law enacts, "That any citizen of the United States, or alien who shall have been a resident of the United States one year next preceding, and shall have made oath of his intention to become a citizen thereof, who shall have invented any new art, machine, or improvement thereof, and shall desire further time to mature the same, may, on paying to the credit of the Treasury, in manner as provided in the ninth section of this act, the sum of twenty dollars, file in the Patent Office a caveat, setting forth the design and purpose thereof, and its principal and distinguishing characteristics, and praying protection of his right, till he shall have matured his invention; which sum of twenty dollars, in case the person filing such caveat shall afterwards take out a patent for the invention therein mentioned, shall be considered a part of the sum herein required for the same. And such caveat shall be filed in the confidential archives of the office, and preserved in secrecy. And if application shall be made by any other person, within one year from the time of filing such caveat, for a patent of any invention with which it may in any respect interfere, it shall be the duty of the Commissioner to deposite the description, specifications, drawings, and model, in the confidential archives of the office, and to give notice (by mail) to the person filing the caveat of such application, who shall within three months after receiving the notice, if he would avail himself of the benefit of his caveat, file his description, specifications, drawings, and model; and if, in the opinion of the Commissioner, the specifications of claim interfere with each other, like proceedings may be had in all respects as are in this act provided in the case of interfering applications."—Act of 1836, sec 12.

## EXTENSION OF A PATENT BEYOND THE FOURTEEN YEARS.

SEC. 39. Section eighteen enacts, "That whenever any patentee of an invention or discovery shall desire an extension of his patent beyond the term of its limitation, he may make application therefor, in writing, to the Commissioner of the Patent Office, setting forth the grounds therefor; and the Commissioner shall, on the applicant's paying the sum of forty dollars to the credit of the Treasury, as in the case of an original application for a patent, cause to be published in one or more of the principal newspapers in the city of Washington, and in such other paper or papers as he may deem proper, published in the section of country most interested adversely to the extension of the patent, a notice of such application, and of the time and place when and where the same will be considered, that any person may appear and show cause why the extension should not be granted. And the Secretary of State, the Commissioner of the Patent Office, and the Solicitor of the Treasury, shall constitute a board to hear and decide upon the evidence produced before them, both for and against the extension, and shall sit for that purpose at the time and place designated in the published notice thereof. The patentee shall furnish to said board a statement, in writing, under oath, of the ascertained value of the invention, and of his receipts and expenditures, sufficiently in detail to exhibit a true and faithful account of loss and profit in any manner accruing to him from and by reason of said invention. And if, upon a hearing of the matter, it shall appear to the full and entire satisfaction of said board, having due regard to the public interest therein, that it is just and proper that the term of a patent



should be extended, by reason of the patentee, without neglect or fault on his part, having failed to obtain, from the use and sale of his invention, a reasonable remuneration for the time, ingenuity, and expense bestowed upon the same, and the introduction thereof into use, it shall be the duty of the Commissioner to renew and extend the patent, by making a certificate thereon of such extension, for the term of seven years from and after the expiration of the first term; which certificate of said board of their judgment and opinion as aforesaid, shall be entered on record in the Patent Office; and thereupon, the said patent shall have the same effect in law as though it had been originally granted for the term of twenty-one years; and the benefit of such renewal shall extend to assignees and grantees of the right to use the thing patented to the extent of their respective interests therein: *Provided, however,* That no extension of a patent shall be granted, after the expiration of the term for which it was originally issued.

FEES PAYABLE AT THE PATENT OFFICE.

SEC. 40. All fees must be paid in advance—the amount fixed by law; except in the case of drawings, the expenses of which will be communicated on application for the same.

SEC. 41. Every applicant must pay into the Treasury of the United States, or into the Patent Office, or into any of the deposite banks, a deposite to the credit of the Treasurer, on presenting his petition or application, as follows:

SEC. 42. If a citizen of the United States, as a patent fee - - \$30 00

SEC. 43. If a foreigner, who has resided in the United States one year next preceding the application for a patent, and shall have made oath of his intention to become a citizen - - 30 00

SEC. 44. If a subject of the Sovereign of Great Britain - - 500 00

SEC. 45. All other foreigners - - - - - 300 00

SEC. 46. On entering a caveat - - - - - 20 00

SEC. 47. On entering an application for an appeal from the decision of the Commissioner - - - - - 25 00

SEC. 48. On extending a patent beyond the fourteen years - 40 00

SEC. 49. For adding to a patent the specification of a subsequent improvement - - - - - 15 00

In case of re-issues for every additional patent - - - - 30 00

SEC. 50. On surrender of an old patent, to be re-issued, to correct a mistake of the patentee - - - - - 15 00

SEC. 51. For a disclaimer - - - - - 10 00

SEC. 52. For copies of patents, or any other paper on file, for each 100 words - - - - - 10

SEC. 53. For copies of drawings, a reasonable sum, in proportion to the time occupied in making the same.

SEC. 54. Communications to and from the Patent Office are free of postage.

SEC. 55. All fees under five dollars, if sent to the Commissioner of Patents, should be transmitted in specie.

SEC. 56. It is recommended to make a deposite in a specie-paying deposite bank, of the fee for a patent or other application, and to remit the certificate. Where this cannot be done without much inconvenience, gold may be remitted by mail free of postage, at the risk of the correspondent.

SEC. 57. In case of deposite made in the deposite banks, a duplicate receipt should be taken, stating by whom the payment is made, and for what object. The particular invention should be referred to, to enable the applicant to recover back the twenty dollars in case of the withdrawal of the petition. The certificate of deposite may be made in the following form:



SEC. 58.

*Bank of*

The Treasurer of the United States has credit at this office for dollars in specie, deposited by \_\_\_\_\_ of the town of \_\_\_\_\_, in the county of \_\_\_\_\_, and State of \_\_\_\_\_, the same being for a patent [*or whatever the object may be*] for a steam-boiler.

*List of Banks which are authorized to receive Patent fees on account of the Treasury of the United States, and to give receipts or certificates of deposit therefor, viz:*

Commercial Bank, Portsmouth, N. H.  
 Bank of Montpelier, Montpelier, Vt.  
 Merchants' Bank, Boston, Massachusetts.  
 City Bank, New Haven, Conn.  
 Arcade Bank, Providence, R. I.  
 Farmers' and Mechanics' Bank, Hartford, Conn.  
 Mechanics' and Farmers' Bank, Albany.  
 Albany City Bank, Albany.  
 Bank of Commerce, New York, N. Y.  
 Bank of America, "  
 American Exchange Bank, "  
 Merchants' Bank, "  
 Commercial Bank, Albany, "  
 Philadelphia Bank, Philadelphia, Penn.  
 Exchange Bank, Pittsburgh, "  
 Bank of Pittsburgh, Pittsburgh, "  
 Bank of Baltimore, Baltimore, Md.  
 Bank of Washington, Washington, D. C.  
 Bank of the Metropolis, Washington, D. C.

Bank of Virginia, Richmond, Virginia.  
 Exchange Bank of Virginia, Norfolk, Va.  
 Southwestern Railroad Bank, Charleston, S. C.  
 Branch Bank of Cape Fear, Raleigh, N. C.  
 Planters' Bank of Georgia, Savannah, Ga.  
 Bank of Mobile, Mobile, Alabama.  
 Branch Bank of Alabama, Huntsville, Ala.  
 Bank of Louisiana, New Orleans, La.  
 Union Bank of Tennessee, Nashville, Tenn.  
 Louisville Savings Institution, Louisville, Kentucky.  
 The Ohio Life Insurance and Trust Company's Bank, Cincinnati, Ohio.  
 Clinton Bank, Columbus, Ohio.  
 Bank of Sandusky, Sandusky, Ohio.  
 Bank of Missouri, St. Louis, Missouri.  
 Michigan Insurance Company, Detroit, Mich.  
 Union Bank of Louisiana, New Orleans, La.

Any person wishing to pay a patent or other fee, may deposit it with either of the banks above named, and forward the receipt or certificate to this office, as evidence thereof.

Money sent by mail must be at the risk of the person sending the same.

SEC. 59. N. B.—The Patent Office does not make original drawings to accompany applications for patents, and furnishes copies of the same only after the patent is completed. Draughtsmen in the city of Washington are always ready to make drawings at the expense of the patentees.

ON RECOVERING BACK MONEY PAID FOR A PATENT NOT TAKEN OUT.

SEC. 60. When an applicant, who is a citizen or a resident alien, relinquishes or abandons the application for a patent, he must petition the Commissioner of Patents, stating the abandonment or withdrawal of his application; in which case twenty dollars will be repaid. If this withdrawal be of a foreign patent, two-thirds of the fee is to be returned.

SEC. 61. In case of withdrawing a petition, the model deposited is by law retained.

SEC. 62. Whenever a patent is refused by the Commissioner, on the ground that the alleged invention is not new, or interferes with an existing patent, or is not sufficiently useful and important, or in case of two or more interfering applications, the party or parties against whom the Commissioner has decided, can have remedy by an "appeal to the Chief Justice of the District Court of the United States for the District of Columbia," by giving notice thereof to the Commissioner, and filing in the Patent Office, within such time as the Commissioner shall appoint, his reasons of appeal, specifically set forth in writing, and also paying into the Patent Office, to the credit of the patent fund, the sum of twenty-five dollars. And it shall be the duty of said Chief Justice, on



petition, to hear and determine all such appeals, and to revise such decision in a summary way, on the evidence produced before the Commissioner, at such early and convenient time as he may appoint, first notifying the Commissioner of the time and place of hearing; whose duty it shall be to give notice thereof to all parties who appear to be interested therein, in such manner as said Judge shall prescribe. The Commissioner shall also lay before the said Judge all the original papers and evidence in the case, together with the grounds of his decision, fully set forth in writing, touching all the points involved by the reasons of appeal, to which the revision shall be confined. And at the request of any party interested, or at the desire of the Judge, the Commissioner, and the Examiners in the Patent Office, may be examined, under oath, in explanation of the principles of the machine or other thing, for which a patent, in such case, is prayed for. And it shall be the duty of said Judge, after a hearing of any such case, to return all the papers to the Commissioner, with a certificate of his proceedings and decision, which shall be entered of record in the Patent Office; and such decision, so certified, shall govern the further proceedings of the Commissioner in such case: *Provided, however,* That no opinion or decision of the Judge in any such case, shall preclude any person interested in favour or against the validity of any patent which has been or may hereafter be granted, from the right to contest the same in any judicial court, in any action in which its validity may come in question.

#### REMEDY IN EQUITY FOR PATENTEES.

SEC. 63. In cases where patents are refused for any reasons whatever, or when there shall be two interfering patents, remedy can be had from the decisions of the Commissioner of Patents, or from the Chief Justice of the United States Court for the District of Columbia, by bill in equity; and the court having cognizance thereof, on notice to adverse parties (and when there shall be no adverse party, a copy of the bill shall be served upon the Commissioner of Patents, when the whole of the expenses of the proceedings shall be paid by the applicant, whether the final decision shall be in his favour or otherwise,) and other due proceedings had, may adjudge and declare either the patents void in the whole or in part, or inoperative and invalid in any particular part or portion of the United States, according to the interest which the parties to such suit may possess in the patent or the inventions patented, and may also adjudge that such applicant is entitled, according to the principles and provisions of this act, to have and receive a patent for his invention, as specified in his claim, or for any part thereof, as the fact of priority of right or invention shall, in any such case, be made to appear. And such adjudication, if it be in favour of the right of such applicant, shall authorize the Commissioner to issue such patent, on his filing a copy of the adjudication, and otherwise complying with the requisitions of this act: *Provided, however,* That no such judgment or adjudication shall affect the rights of any person, except the parties to the action, and those deriving title from or under them, subsequent to the rendition of such judgment.

#### ON FILING THE SPECIFICATION AND DRAWING AS A CAVEAT.

SEC. 64. "Whenever the applicant shall request it, the patent shall take date from the time of filing the specification and drawings, not, however, exceeding six months prior to the actual issuing of the patent; and, on like request, and the payment of the duty herein required, by any applicant, his specification and drawing shall be filed in the secret archives of the office, until he shall furnish the model, and the patent be issued, not exceeding the term of one year; the applicant being entitled to notice of interfering applications."—  
Act of 1836, sec. 8.



SEC. 65. A full description of the invention is required, to enable the Commissioner of Patents to judge of interferences.

SEC. 66. All applications will be examined, and patents issued, in the order of time in which the proper documents are completed.

#### EXHIBITION OF MODELS AND MANUFACTURES.

SEC. 67. Models of unpatented machines, specimens of compositions and of fabrics, and other manufactures, or works of art, will be received and arranged in the national repository of the Patent Office, as soon as the new building is finished.

SEC. 68. The personal attendance of an applicant at the Patent Office, to obtain a patent, is unnecessary. The business can be done by correspondence, (free of postage,) or by attorney.

#### OATHS OR AFFIRMATIONS.

SEC. 69. Any magistrate, having general authority to administer oaths, is qualified to take depositions in matters relating to patents.

*Forms which may be used in making applications at the Patent Office.*

#### FORM OF PETITION.

SEC. 70. To the Commissioner of Patents :  
The petition of Sebastian Cabot, of Cabotville, in the county of Hampden,  
and State of Massachusetts,

RESPECTFULLY REPRESENTS :

That your petitioner has invented a new [and improved mode of preventing steam-boilers from bursting,] which he verily believes has not been known or used prior to the invention thereof by your petitioner. He therefore prays that letters patent of the United States may be granted to him therefor, vesting in him and his legal representatives the exclusive right to the same, upon the terms and conditions expressed in the act of Congress in that case made and provided; he having paid thirty dollars into the Treasury, and complied with other provisions of the said act.

SEBASTIAN CABOT.

#### FORM OF SPECIFICATION.

SEC. 71. To all whom it may concern :

Be it known that I, Sebastian Cabot, of Cabotville, in the county of Hampden, and State of Massachusetts, have invented a new and improved mode of preventing steam-boilers from bursting, and I do hereby declare that the following is a full and exact description :

The nature of my invention consists in providing the upper part of a steam-boiler with an aperture in addition to that for the safety-valve; which aperture is to be closed by a plug, or disk, of alloy, which will fuse at any given degree of heat, and permit the steam to escape, should the safety-valve fail to perform its functions.

To enable others skilled in the art to make and use my invention, I will proceed to describe its construction and operation: I construct my steam-boiler in any of the known forms, and apply thereto gauge cocks, a safety-valve, and the other appendages of such boilers; but, in order to obviate the danger arising from the adhesion of the safety-valve, and from other causes, I make a second opening in the top of the boiler, similar to that made for the safety-valve, as shown at A, in the accompanying drawing; and in this opening I



insert a plug or disk of fusible alloy, securing it in its place by a metal ring and screws, or otherwise. This fusible metal I, in general, compose of a mixture of lead, tin, and bismuth, in such proportions as will insure its melting at a given temperature, which must be that to which it is intended to limit the steam, and will, of course, vary with the pressure the boiler is intended to sustain. I surround the opening containing the fusible alloy by a tube B, intended to conduct off any steam which may be discharged therefrom. When the temperature of the steam, in such boiler, rises to its assigned limit, the fusible alloy will melt and allow the steam to escape freely, thereby securing it from all danger of explosion.

What I claim as my invention, and desire to secure by letters patent, is the application to steam-boilers of a fusible alloy, which will melt at a given temperature, and allow the steam to escape, as herein described; using for that purpose any metallic compound which will produce the intended effect.

SEBASTIAN CABOT.

Witness: } JOHN DOE,  
              } RICHARD ROE.

SEC. 72. When the application is for a machine, the specification should commence thus:

Be it known that I, \_\_\_\_\_ of \_\_\_\_\_ in the county of \_\_\_\_\_, and State of \_\_\_\_\_, have invented a new and useful machine for— [stating the use and title of the machine; and if the application is for an improvement, it should read thus: a new and useful improvement on a, or on the, machine, &c.]—and I do hereby declare that the following is a full, clear, and exact description of the construction and operation of the same, reference being had to the annexed drawings, making a part of this specification, in which figure 1 is a perspective view, figure 2 a longitudinal elevation, figure 3 a transverse section, &c. [thus describing all the sections of the drawings, and then referring to the parts by letters.] Then follows the description of the construction and operation of the machine, and ending with the claim, which should express the nature and character of the invention, and identify the part or parts claimed separately or in combination. If the specification is for an improvement, the original invention should be disclaimed, and then the claim confined to the improvement.

#### FORM OF OATH.

SEC. 73. COUNTY OF HAMPDEN, *State of Massachusetts, ss:*

On this \_\_\_\_\_ day of \_\_\_\_\_, 183\_\_\_\_, before the subscriber, a \_\_\_\_\_, personally appeared the within named Sebastian Cabot, and made solemn oath [or affirmation] that he verily believes himself to be the original and first inventor of the mode herein described for preventing steam-boilers from bursting, and that he does not know or believe the same was ever before known or used; and that he is a citizen of the United States.

Signed,

A. B.

#### FORM OF WITHDRAWAL.

SEC. 74. To the Commissioner of Patents:

SIR: I hereby withdraw my application for a patent for improvements in the steam-boiler, now in your office, and request that twenty dollars may be returned to me agreeably to the provision of the act of Congress authorizing such withdrawal.

SEBASTIAN CABOT.

CABOTVILLE, MASS., March 1, 1838.

N. B.—If you withdraw your application, please enclose a receipt in following form :

Received of the Treasurer of the United States, per Hon. Edmund Burke, Commissioner of Patents, twenty dollars, being the amount refunded on withdrawing my application for a patent for

FORM OF SURRENDER OF A PATENT FOR RE-ISSUE.

SEC. 75. To the Commissioner of Patents :

The petition of Sabastian Cabot, of Cabotville, in the county of Hampden, and State of Massachusetts,

RESPECTFULLY REPRESENTS :

That he did obtain letters patent of the United States for an improvement in the boilers in steam-engines, which letters patent are dated on the first day of March, 1835. That he now believes that the same is inoperative and invalid, by reason of a defective specification, which defect has arisen from inadvertence and mistake. He therefore prays that he may be allowed to surrender, and he hereby does surrender the same, and request that new letters patent may issue to him for the same invention, for the residue of the period for which the original patent was granted, under the amended specification herewith presented ; he having paid fifteen dollars into the Treasury of the United States, agreeably to the requirements of the act of Congress in that case made and provided.

SEBASTIAN CABOT.

FORM OF ASSIGNMENT OF A RIGHT IN A PATENT.

SEC. 76. WHEREAS, I, Sabastian Cabot, of Cabotville, in the county of Hampden, and State of Massachusetts, did obtain letters patent of the United States for certain improvements in steam-engines, which letters patent bear date the first day of March, 1835 ; and whereas, John Doe, of Cabotville, aforesaid, is desirous of acquiring an interest therein : NOW THIS INDENTURE WITNESSETH, that, for and in consideration of the sum of two thousand dollars, to me in hand paid, the receipt of which is hereby acknowledged, I have assigned, sold, and set over, and do hereby assign, sell, and set over, all the right, title, and interest, which I have in the said invention, as secured to me by said letters patent, for, to, and in the several States of New York, New Jersey, and Pennsylvania, and in no other place or places. The same to be held and enjoyed by the said John Doe for his own use and behoof, and for the use and behoof of his legal representatives, to the full end of the term for which said letters patent are or may be granted, as fully and entirely as the same would have been held and enjoyed by me, had this assignment and sale not have been made.

In testimony whereof, I have hereunto set my hand, and affixed my seal, this first day of March, 1838.

SEBASTIAN CABOT, [L. s.]

Witness : { A. B.,  
          { C. D.

FORM OF DISCLAIMER.

SEC. 77. To the Commissioner of Patents :

The petition of Sabastian Cabot, of Cabotville, in the county of Hampden, and State of Massachusetts,

RESPECTFULLY REPRESENTS :

That he has, by assignment, duly recorded in the Patent Office, become the owner of a right for the several States of Massachusetts, Connecticut, and



Rhode Island, to certain improvements in the steam-engine, for which letters patent of the United States were granted to John Doe, of Boston, in the State of Massachusetts, dated on the first day of March, 1835. That he has reason to believe that, through inadvertence and mistake, the claim made in the specification of said letters patent is too broad, including that of which the said patentee was not the first inventor. Your petitioner, therefore, hereby enters his disclaimer to that part of the claim in the aforementioned specification, which is in the following words, to wit: "I also claim the particular manner in which the piston of the above described engine is constructed, so as to insure the close fitting of the packing thereof to the cylinder, as set forth;" which disclaimer is to operate to the extent of the interest in said letters patent vested in your petitioner, who has paid ten dollars into the Treasury of the United States, agreeably to the requirements of the act of Congress in that case made and provided.

**SEBASTIAN CABOT.**

When the disclaimer is made by the original patentee, it must, of course, be so worded as to express that fact.

**FORM OF CAVEAT.**

**SEC. 78. To the Commissioner of Patents :**

The petition of Sebastian Cabot, of Cabotville, in the county of Hampden,  
and State of Massachusetts,

**RESPECTFULLY REPRESENTS :**

That he has made certain improvements in the mode of constructing the boilers of steam-engines; and that he is now engaged in making experiments for the purpose of perfecting the same, preparatory to his applying for letters patent therefor. He therefore prays that the subjoined description of his invention may be filed as a CAVEAT, in the confidential archives of the Patent Office, agreeably to the provisions of the act of Congress in that case made and provided; he having paid twenty dollars into the Treasury of the United States, and otherwise complied with the requirements of the said act.

**SEBASTIAN CABOT.**

**CABOTVILLE, March 1, 1838.**

**SEC. 79.** Here should follow a description of the general principles of the invention, so far as it has been completed.

**FORM FOR ADDITION OF NEW IMPROVEMENTS.**

**SEC. 80. To the Commissioner of Patents :**

The petition of Sebastian Cabot, of Cabotville, in the county of Hampden,  
and State of Massachusetts,

**RESPECTFULLY REPRESENTS :**

That your petitioner did obtain letters patent of the United States for an improvement in the boilers of steam-engines, which letters patent are dated on the first day of March, 1835; that he has since that date, made certain improvements on his said invention; and that he is desirous of adding the subjoined description of his said improvements to his original letters patent agreeably to the provisions of the act of Congress in that case made and provided; he having paid fifteen dollars into the Treasury of the United States, and otherwise complied with the requirements of the said act.

**SEBASTIAN CABOT.**





11. In case of re-issue, is the old patent surrendered?

12. Has the oath of invention been renewed, before appealing from the decision of the Commissioner?

13. Have the fees been remitted in coin, or by certificate of deposit?

14. In case of re-issue, disclaimer, addition of an improvement, or patent for an improvement on an existing patent to inventor, assignee, or possessor of the original patent, have model and drawings of the original patent (if granted before the 15th of December, 1836,) been transmitted?

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## INFORMATION

*Under the Act of August 29, 1842.*

**ART. 1.** This act authorizes the Treasurer of the United States to repay any money which has been paid into the Treasury by actual mistake, as for patent fees, thus precluding the necessity of special application to Congress for relief.

**ART. 2.** The privilege of renewal of lost patents is now extended to those *granted* before the fire of December, 1836. Heretofore it has been limited to those actually *lost* before the fire, thus excluding many lost subsequently, and before they were recorded anew in this office, leaving the inventor without remedy.

**ART. 3.** Protection is by this act extended to a *new* class of objects, viz :

To new and original *Designs* :

- for a manufacture of metal and other materials ;
- for the printing of woollen, silk, cotton, or other fabrics ;
- for busts, statues, or bas relief, or composition in alto or basso relieve ;
- for any impression or ornament, or to be placed on any article of manufacture in marble or other material ;
- for any new and useful pattern, print, or picture, to be in any manner attached to, or fixed on, any article of manufacture ;
- for any new or original shape or configuration of any article of manufacture; all such designs not being previously known or used by others.

**ART. 4.** American ministers, consuls, &c., residing abroad, may administer the oath required for applicants not resident in the United States. Heretofore such functionaries were not authorized to perform this act, thus subjecting applicants, in foreign countries, to much inconvenience.

**ART. 5.** The stamping or affixing the name of any patentee on any article without authority so to do, or the affixing the word *patent*, or *letters patent*, or the stamp, mark, or device of any patentee on any unpatented article, for the purpose of deceiving the public, is forbidden under a penalty of not less than one hundred dollars.

**ART. 6.** Patentees, or their assignees, are now required to affix the date of the patent on each article vended or offered for sale, under a like penalty—thus affording to the public notice of the duration of the patent. When the article is of such a nature that the date cannot be printed thereon, it should be affixed to the case or package containing it.

It will be observed that this act does not repeal or change the law under which patents have heretofore been granted, but is merely additional thereto—all patents, except for *designs*, being granted for fourteen years, and the fee, as hitherto, being thirty dollars.

Before the grant of any patent under this act, the application must be made by petition to the Commissioner of Patents, signed by the inventor.

He is also required to furnish a written description or specification of his invention or production, in which the same shall be fully and clearly described; such specification to be signed, witnessed by two witnesses, and verified by his oath or affirmation.

In all cases which admit of representation by drawings, the application must be accompanied by duplicate drawings and a specimen; and in other cases by duplicate specimens.

The provisions of the 6th section do not apply to patents granted prior to the passage of this act.

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Forms of application for Patents on Designs, under the act of August 29, 1842.

To the Commissioner of Patents:

The petition of Sebastian Cabot, of Cabotville, in the county of Hampden, and  
State of Massachusetts,

RESPECTFULLY REPRESENTS:

That your petitioner has invented or produced [a new design or figure to be stamped or printed on fabrics, which, when thus printed are termed calicoes,] which he verily believes has not been known prior to the production thereof by your petitioner. He therefore prays that letters patent of the United States may be granted to him therefor, vesting in him and his legal representatives the exclusive right to the same, upon the terms and conditions expressed in the act of Congress in that case made and provided; he having paid fifteen dollars into the Treasury, and complied with other provisions of the said act.

SEBASTIAN CABOT.

SPECIFICATION.

To all whom it may concern:

Be it known that I, Sebastian Cabot, of Cabotville, in the county of Hampden, and State of Massachusetts, have invented or produced a new [design or figure to be printed on fabrics, which, when thus printed, are termed calicoes,] and I do hereby declare that the following is a full and exact description of the same.—[Here follows a description of the design or figure with reference to the specimen, or to a drawing of it, in all cases which admit of representation by drawings.]

The specification to conclude with declaring what the inventor or producer claims to be expressed in terms which will give the character of the design, &c.

FORM OF OATH.

COUNTY OF HAMPDEN, *State of Massachusetts*, ss:

On this                    day of                    184 , before the subscriber,  
a                    personally appeared the within named Sebastian Cabot,  
and made solemn oath [or affirmation as the case may be] that he verily believes himself to be the original and first inventor or producer of the design for figures to be printed on fabrics which, when thus printed, are termed calicoes; and that he does not know or believe that the same was ever before known or used, and that he is a citizen of the United States.

Signed,

A. B.

The phraseology of the title of this act having misled many persons, it is proper to add that it is an act in addition to the act of July 4, 1836, by which



act all acts and parts of acts before made were *then* repealed. The title of the act of August 29, 1842, therefore, merely recites the title of the act of 1836.

EDMUND BURKE,

PATENT OFFICE, May 7, 1845.

Commissioner of Patents.

*All communications should be addressed to the Commissioner of Patents.*

In consequence of the numerous applications to this office for information, founded on brief descriptions of inventions, and asking, in any given case, whether there exists any thing like the invention described, and whether a patent can be had therefor, it has become necessary to furnish the explanation following as a general reply to such inquiries.

By the act of July 4, 1836, entitled "An act to promote the useful arts, and to repeal all acts and parts of acts heretofore made for that purpose," a principle entirely new was engrafted upon the system, under which patents had been previously granted.

Under the provisions of this act, it was made the duty of the Commissioner of Patents, on the receipt of any application for a patent, to institute "an examination of the alleged new invention or discovery," with a view to determine whether the same had been before "invented or discovered by any other person in this country," "or patented, or described in any printed publication, in this or any foreign country." Thus was the grant of patents in future restricted of such "inventions or discoveries" as were *new* in the most absolute sense of the term; and a very laborious and responsible duty imposed upon this office. In aid of the solution of the question of *novelty*, thus raised on every application, the applicant was required to furnish a full and clear description of his invention, signed, witnessed, and verified by his oath, accompanied by a model and drawings of the same; all being deemed necessary in order to illustrate his claim to a patent. Furnished with these illustrations, the office was then required to go into a rigorous and extended examination, taking in the whole range of history on the given subject, whether its evidences were to be found in patents granted, caveats filed, or descriptions published, in this or in any foreign country, in any period of time.

In the conduct of these examinations, it is necessary to keep in constant and laborious employment a number of persons specially selected for their knowledge and skill in the arts; to refer with guarded care to caveats filed in the secret archives of the office, and which can only come into view on such occasions; to patents already granted, and to such works on the arts as have been published here or elsewhere; and also to keep pace with the current of invention throughout the world, by a constant and copious supply of such publications in this country and in Europe as are devoted to this object.

It will readily be seen that this office cannot undertake to respond to the numerous inquiries constantly addressed to it, whether such or such an invention can be new, and whether a patent can be obtained for it. Because, 1st. Every such inquiry involves the *whole question of novelty*; and before the office could express, or even form, an opinion, would require the same range of rigorous examination as is now required by law on a regular application for a patent, and this, too, without the necessary illustrations; such inquiries being based on mere and usually very imperfect general descriptions; while, in the case of application for patents, the law requires that the office shall have the aid, not only of clear and full description, under oath, but also accurate drawings and models, before it shall decide the question whether, in any given case, the invention be *new*, &c.

2d. The attempt to do so would effectually interrupt the appropriate business of the office, and be a direct infringement on the rights of those who apply

for patents; as the regular examinations of their applications must necessarily be suspended while the examinations required, in order to frame such answers, were being made.

3d. Every such inquiry does, in effect, require this office to prejudge a case before such case is presented; or, in other words, the inquirer asks of the office to decide upon his invention before he has done that which the law requires he shall do, in order to obtain such decision.

4th. The law has made no provision for such services. It is, therefore, no part of the legitimate duty of this office.

It is hoped that this explanation will prove satisfactory to all, and that it will be distinctly understood, that, in declining to respond to the class of inquiries above stated, this office acts under the mere necessity of the case, and not from any disposition to withhold information.

The records and models of the office are always open to inspection, and copies can readily be furnished on receipt of the fee required by law.

MODELS.

SEC. 84. *If deposited with any of the following agents, will be forwarded to the Patent Office, free of expense.*

The collector of the port of Portsmouth, N. H.	The collector of the port of Charleston, S. C.
“ “ “ Portland, Maine.	“ “ “ Savannah, Geo.
“ “ “ Burlington, Vt.	“ “ “ New Orleans, La.
“ “ “ Providence, R. I.	“ “ “ Detroit, Michigan.
R. H. Eddy, agent at Boston, Mass.	“ “ “ Buffalo, N. Y.
The surveyor at Hartford, Connecticut.	The surveyor at St. Louis, Missouri.
Edgar Irving, agent, custom house, N. Y.	The collector of the port of Cleveland, Ohio.
The collector of the port of Philadelphia, Pa.	The surveyor at Pittsburg, Pa.
“ “ “ Baltimore, Md.	“ “ Cincinnati, Ohio.
“ “ “ Richmond, Va.	“ “ Louisville, Ky.

SEC. 85. The transmission of models by the agents extends to those for new applications, as well as those restored in consequence of the destruction of the originals.

SEC. 86. *N. B. Patentees*, and the public in general, are urged to use their influence to aid the office in restoring the records of all patents and assignments on record before the fire in December, 1836. The same cannot be used in evidence unless *so recorded anew*. No expense is incurred. The papers are received and transmitted by mail.

EDMUND BURKE,  
*Commissioner of Patents.*

REQUEST.

Congress having authorized the collection and distribution of seeds through this office, a transmission to this place of any rare and useful seeds may confer a great benefit on the community, and will, so far as practicable, be reciprocated by the Commissioner of Patents. A history of the seed transmitted, together with the place of production, is respectfully solicited.

REGULATIONS RELATING TO POSTAGE.

UNITED STATES PATENT OFFICE,  
*Washington City.*

1st. In consequence of the heavy correspondence of the Patent Office, (which is supported exclusively from its own revenues,) all of which is subject to post-



age, the undersigned feels obliged to give notice that all letters and packages addressed to the Commissioner of Patents, not expressly relating to the business with which this office is, by law, charged, must be *post paid*, or they will receive no attention, and *will be returned to the Post Office*.

2d. Models, which have heretofore occasionally been sent by the mail, must hereafter be sent by private conveyance, and at the expense of the applicant, except when delivered to the agents of this office authorized to receive and transmit them.

3d. Letters containing assignments of patents to be recorded in this office, (as the recording is done at the expense of the office without charge to the persons interested,) must be *post paid*.

4th. All letters requesting copies of papers and records, seeds, reports, and other matters merely personal to the writers, and not relating to the legitimate business of the office, must be *post paid*.

5th. Fees for copies must also be transmitted free of postage.

6th. Postage on letters addressed to the Commissioner, on business connected with caveats, and the issue of letters patent, and all proceedings relating thereto, will be paid by the office.

7th. As postage on letters and packages is charged according to the weight, it is desired that applicants will omit the use of wooden rollers, tin cases, and other things used for the convenience of transmission, which, without being necessary, greatly increase the weight of their communications, and consequently the postage charged upon them.

EDMUND BURKE,  
*Commissioner of Patents.*

RULES FOR TAKING AND TRANSMITTING EVIDENCE, ETC., TO THE COMMISSIONER OF PATENTS :

PATENT OFFICE,

1st. That all statements, declarations, evidence, &c., shall be in writing, setting forth minutely and particularly the point or points at issue; and shall be verified by oath or affirmation.

2d. That all statements, declarations, proofs, and evidence, shall be filed in the Patent Office by the parties, respectively, before the day of hearing.

3d. That before the deposition of a witness or witnesses be taken by either party, notice shall be given to the opposite party of the time and place when and where such deposition or depositions will be taken; so that the opposite party, either in person or by attorney, shall have full opportunity to cross-examine the witness or witnesses. And such notice shall, *with proof of service of the same*, be attached to the deposition or depositions, whether the party cross-examine or not; and such notice shall be given in sufficient time for the appearance of the opposite party, and for the transmission of the evidence to the Patent Office before the day of hearing.

4th. That no evidence, statement, or declaration, touching the matter at issue, will be *considered* upon the said day of hearing, which shall not have been taken and filed in compliance with these rules: Provided, that if either party shall be unable, from good and sufficient reasons, to procure the testimony of a witness or witnesses, within the above stipulated time, then it shall be the duty of said party to give notice of the same to the Commissioner of Patents, accompanied with statements of the cause of such inability, which last mentioned notice to the Commissioner shall be received by him \_\_\_\_\_ days previous to the day of hearing aforesaid, viz: the \_\_\_\_\_ day of \_\_\_\_\_ next.

5th. That all evidence, &c., shall be sealed up and transmitted to the Commissioner of Patents by the persons before whom it shall be taken, and so certified thereon.

*Commissioner of Patents.*

## EXTENSION OF PATENTS.

[CIRCULAR.]

PATENT OFFICE, *June 21, 1845.*

The undersigned, constituted by law a board to decide upon applications for the extension of patents, have adopted the following suggestions and rules, for the benefit of those persons who may hereafter apply for extensions.

The questions which arise on each application for an extension are—

1. Is the invention *novel*?
2. Is it *useful*?
3. Is it *valuable* and *important* to the public?
4. Has the inventor been *adequately remunerated* for his time and expense in originating and perfecting it?
5. Has he used due diligence in introducing his invention into general use?

The two first questions will be determined upon the result of an examination in the Patent Office; as will also the third, to some extent.

To enable the board to come to a correct conclusion in regard to the third point of inquiry, the applicant should, if possible, procure the testimony of persons disinterested in the invention, which testimony should be taken under oath.

In regard to the fourth and fifth points of inquiry, in addition to his own oath showing his receipts and expenditures on account of the invention, by which its value is to be ascertained, the applicant should show, by the testimony of disinterested witnesses on oath, that he has taken all reasonable measures to introduce his invention into general use, and that, without default or neglect on his part, he has failed to obtain from the use and sale of the invention a reasonable remuneration for the time, ingenuity, and expense bestowed on the same, and the introduction thereof into use.

The report of the examiner upon the novelty and utility of the invention, will be ready fifteen days before the day appointed for the hearing, which will be open for inspection at the Patent Office; copies of which will be furnished to all parties interested, if desired, on payment of the usual fees for copies.

In case of opposition by any person to the extension of a patent, both parties may take testimony, each giving reasonable notice to the other at the time and place of taking said testimony, which shall be taken according to the rules prescribed by the Commissioner of Patents in cases of interference.

All arguments submitted to the board must be in writing.

In conclusion, the undersigned would remark, generally, that a monopoly of his invention is secured by law to the inventor for the term of fourteen years. This is done with a view to compensate him for his time and expense in originating and perfecting it. At the end of the time for which his patent runs his monopoly should cease, and the invention become public property, unless he can show good reasons to the contrary. The presumption is always against his application; and if he cannot show that his invention is novel, useful, valuable, and important to the public, and that, having made all reasonable effort to introduce it into general use, he has not been adequately remunerated for his time and expenses in discovering and perfecting it, the board cannot grant an extension.

JAMES BUCHANAN, *Secretary of State.*  
EDMUND BURKE, *Commissioner of Patents.*  
S. BARTON, *Solicitor of the Treasury.*



## INSTRUCTIONS TO PATENTEES, AND OTHERS.

1. *Caveats.*—Caveat papers cannot under *any circumstances* be withdrawn from the office nor undergo any alteration after they have been once filed.
2. Additional papers relating to *the Invention* may be admitted under the same file, the date of the reception of such papers being noted.
3. In case of filing papers additional to an original caveat, the right to notice of such papers expires with the caveat; and any additional papers, not relating to the invention as first caveated, are not entitled to notice.
4. Caveat papers once filed cannot be inspected by the caveator, nor any other persons than those duly authorized by law to examine such papers.
5. The caveator, or other person properly authorized by him, may at any time obtain copies of caveat papers at the usual rates.
6. It is desirable that caveats should be explicit as to the character and features of the invention—embrace suitable drawings or sketches, and a model if convenient. The caveat fails of its purpose, when the invention is not explained.
7. Models are always retained by the office.
8. Applications are examined in the order of their reception; but every application before the examiners will bring up for action any other cases belonging to the same class, which may at that time be before the office.
9. Rejected applications may be reconsidered at the request of the applicant, and explanations, whether verbal or in writing, may be at any convenient time received by the examiners; but final action upon such cases cannot be had until they come up in their turn as cases presented anew.
10. In case specifications and drawings should be found defective, they are returned to the applicants with instructions to amend. When returned to the office they are again examined, the examination in such cases taking precedence of all new cases on hand at the time of their reception. But if on such examination it should be found that the instructions to amend have been disregarded, or not properly attended to, the papers are again returned to the applicant, and upon their second return to the office, the examination of such papers is delayed until all the business on hand at the time of their reception is disposed of.
11. When papers are thus returned to applicants for amendment, should they find it necessary or deem it important to prepare a new document in order to make suitable amendments, *the original papers must be returned to the office, together with the amended or new papers*, otherwise examination upon such cases will be delayed until the original papers are received by the office.
12. After an application has been examined, no alteration made in the character of the invention can be considered under the same fee; but such alterations will require a separate fee, papers, &c., before examination can be had.
13. In general, if any addition is to be made to an invention duly before the office, or any change in its character, the applicant must withdraw and file his application anew.
14. When an application has been *finally decided*, the office will retain the original papers, allowing the applicant to obtain copies thereof.

EDMUND BURKE,

*Commissioner of Patents.*

## DECISIONS OF UNITED STATES COURTS.

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### PATENTS FOR USEFUL INVENTIONS.

- I. *The Form and Subject of Patents.*
  - II. *Specification and Description of Patents.*
  - III. *Infringement of Patents.*
  - IV. *Surrender and Repeal of Patents.*
  - V. *Pleadings and Evidence.*
- 

#### I. *The Form and Subject of Patents.*

1. To warrant a patent, the invention must be useful, that is, capable of some beneficial use, in contradistinction to pernicious, or frivolous, or worthless. *Dickinson v. Hall*, 14 Pick. 217.

2. A patented invention is deemed useful, if it is not frivolous. The want of utility is good cause for not granting the patent, but not for setting it aside. *Whitney v. Emmett*, 1 Bald. 303.

3. The law entitles a party to patent for a new and useful invention; and by "useful" is meant, not an invention in all cases superior to the modes now in use for the same purpose, but "useful" in contradistinction to mischievous and frivolous inventions. *Lowell v. Lewis*, 1 Mason, 182.

4. A court cannot pronounce a patent worthless merely from the specification, without evidence of any experiments. *Case v. Morey*, 1 N. Hamp. 347. A mere nominal variance, between the description of a patent in the specification and the description in the assignment, does not indicate fraud, or prevent the right from passing. *ib.*

5. An invention of an ornamental mode of putting up thread, which gave it no additional value, but merely made it sell more readily at retail, and for a larger price, is not a useful invention within the meaning of the patent law. *Langdon v. De Groot*, Paine, 203.

6. The specification, in such case, was held bad for uncertainty. *ib.*

7. Copperplate-printing on the back of bank notes is an art for which a patent may issue. *Kneass v. Schuylkill Bank*, 4 Wash. C. C. 9.

8. The act of January, 1808, for the relief of Oliver Evans, does not authorize those who erected his machinery, between the expiration of the old patent and the issuing of the new one, to use it after the issuing of the latter. *Evans v. Jordan*, 9 Cranch, 199.

9. The provisions of the 10th section of the act of 21st February, 1793, apply only to cases in which a patent has been obtained by fraud, surreptitiously, or by false suggestions, and are intended to protect the public from imposition. *Delano v. Scott*, Gilpin, 489.

10. Where two machines are substantially the same, and operate in the same manner to produce the same kind of result, they must be in principle the same. *Gray v. James*, Pet. C. C. 394.

11. A mere difference in the manner and form of applying an invention, which is the same in principle with one previously used, will not justify a new patent. *Delano v. Scott*, Gilpin, 489. *Evans v. Eaton*, 3 Wash. C. C. 443.

12. Whether the improvement made by the defendant, in the machine invented by the plaintiff, is in principle, or in form and proportion, is a question for the decision of the jury. If the improvement is in the principle, the inventor of the improvement has as much right to use the original invention as the inventor has to use the improvement. An improvement in form or proportions gives no right. *Reutgen v. Kanows*, 1 Wash. C. C. 108.

13. A patent "for an improvement in the art of making nails, by means of a machine which cuts and heads the nails at one operation," is not a grant of an abstract principle, nor is it the grant of the different parts of any machine, but of an improvement applied to



a practical use, effected by a combination of various mechanical powers to produce a new result. *Gray v. James*, Pet. C. C. 394.

14. A patent issued by the United States, securing the exclusive right to manufacture and use certain medicines, does not authorize a person to administer them, in the character of a practising physician, unless he is regularly licensed to practice, and in other respects conforms to the laws of the State where the medicines are administered. *Jordan v. Overseers of Dayton*, 4 Ham. 294.

15. Where a patent is signed by the President, and countersigned by the Secretary of State, it is presumed that the prerequisites specified by the acts of Congress have been complied with. *Philadelphia Railroad v. Stimpson*, 14 Pet. 448.

16. The act of 1836, relating to notice, must be complied with before testimony can be introduced, showing that the patentee is not the inventor of his machine. *ib.*

17. A patent is deemed *prima facie* evidence that the patentee has made the invention. *ib.*

18. The declarations and descriptions of a patentee, so far as they are part of the *res gestæ*, are admissible to prove that the invention was known at a certain date. *ib.*

19. A joint patent may well lie for a joint invention, but not for a sole invention of one of the patentees. If each of the patentees obtain separate patents for the same invention, as his exclusive invention, and afterwards both obtain a joint patent for the same, as their joint invention, they are estopped by their joint patent to assert any title under their several patents. *Barrett v. Hall*, 1 Mason, 447.

20. After an agreement between an original inventor of a machine and the inventor of an improvement upon the machine, that they would mutually use the same, the patent should have issued in the names of both inventors, and the plaintiff, by taking out a patent in his own name, committed a fraud, and is to be considered as a trustee for the defendant. Such conduct may not entitle the defendant to a nonsuit, but the jury may give the plaintiff no more than nominal damages. *Reutgen v. Kanows*, 1 Wash. C. C. 168.

21. The identity of two machines depends on their producing a given effect by the same mode of operation or the same combination of powers. *Odiorne v. Winkley*, 2 Gallis. 51.

22. If a machine produce several different effects, and these effects are produced in the same way in another machine, and a new effect added, the inventor of the latter is not entitled to a patent for the whole machine. *Whittemore v. Cutter*, 1 *ib.* 478.

23. If an invention consist in a new combination of machinery, or in improvements upon an old machine to produce an old effect, the patent should be for the combined machinery, or improvements on the old machine, and not for a mere mode or device for producing such effects detached from the machinery. *Barrett v. Hall*, 1 Mason, 447.

24. An inventor cannot, under the patent act of the United States, have two subsisting valid patents, at the same time, for the same invention. *Odiorne v. Amesbury Nail Factory*, 2 *ib.* 28.

25. There must be several patents for several improvements of distinct machines. *Barrett v. Hall*, 1 *ib.* 447.

26. If a person invent an improvement only, and not a whole machine, he is entitled to a patent for no more than his improvement. *Whittemore v. Cutter*, 1 Gallis. 478. *Odiorne v. Winkley*, 2 *ib.* 51. *Evans v. Eaton*, 7 Wheat. 356. *Woodcock v. Parker*, 1 Gallis. 438.

27. A patent for an entire machine is valid, although the invention consists only of an improvement on such machine; but the patentee is only entitled to the exclusive use of his improvement. *Goodyear v. Mathews*, Paine, 300.

28. If old materials and old principles be used in a state of combination to produce a new result, the inventor may obtain a valid patent for such result. *Pennock v. Dialogue*, 4 Wash. C. C. 538. *Barrett v. Hall*, 1 Mason, 447. *Earle v. Sawyer*, 4 *ib.* 1.

29. But one patent cannot, at the same time, include an exclusive right in the combination and in each of the machines; and it is no infringement of a patent for the combination, to use either of the machines separately. *Barrett v. Hall*, 1 *ib.* 447.

30. If an invention for which a patent has been obtained is improved by any person other than the patentee, the inventor of the original machine has no right to use the improvements; and the inventor of the improvements has no right to use the original machine, without the license of the patentee. *Gray v. James*, Pet. C. C. 394.

31. Nor does the inventor of the improvements derive any right to the original machine from having made it of value by his additions, even though the original machine might have been of no intrinsic value. *ib.* 476.

32. If a patent is for an improvement, it must be substantially new, and one capable of application by the means pointed out by the patent, specification, drawing, model, and old machine. *Whitney v. Emmett*, 1 Bald. 303.



33. And if, by these means, the invention, and the mode of using it, are intelligible to persons of mechanical skill in the subject-matter, the requisites of a specification, by the 3d section of the act of 1793, are complied with. *ib.*

34. Where a combination of machinery exists up to a certain point, and the patentee makes an improvement, he should not include in his patent the whole machinery, but only the improvement. *Barrett v. Hall*, 1 Mason, 447.

35. Whether the plaintiff was the first inventor of the machine for which he has obtained a patent, is a question for the decision of the jury; but they must be satisfied that he is so in reference to all the world. *Aliter*, in England. *Reutgen v. Kanowts*, 1 Wash. C. C. 168.

36. The patent is valid, though the oath required by the patent act, previous to the issuing of a patent, be not taken. *Whittemore v. Cutter*, 1 Gallis. 429.

37. If a patent has been issued by fraud, or on false suggestion, unless the fraud or mistake appear on the face of the patent itself, it is not void, but voidable only, by suit for that purpose. *Jackson v. Lawton*, 10 Johns. 23.

38. If a mistake is committed in the department of state, a new patent, correcting the error, ought to be issued. *Grant v. Raymond*, 5 Pet. 218.

39. A patent is valid, although the invention may have been in use for years previous to the inventor's application for a patent, if the patentee was the original inventor. *Goodyear v. Mathews*, Paine, 300.

40. To invalidate the plaintiff's patent, it is not sufficient to show that the thing patented was used prior to the plaintiff's application for his patent, but it should be shown that it was prior to his discovery. *Treadwell v. Bladen*, 4 Wash. C. C. 763.

41. The original inventor, who has reduced his invention to practice, is entitled to a priority of patent right, although, subsequently, the same machine may have been invented by another person. *Woodcock v. Parker*, 1 Gallis. 438.

42. Though a patentee believes himself *bona fide* to be the original inventor of the improvement patented, yet the fact of his not being so, if it does not constitute a false suggestion in obtaining it, appears to be a sufficient ground for repealing it. *Delano v. Scott*, Gilpin, 489.

43. Such patent is void. *Evans v. Eaton*, 3 Wheat. 454. S. C. Pet. C. C. 323.

44. It is unimportant whether the experiment or use of the thing invented and patented was first made by the inventor, or by any other person. *Pennock v. Dialogue*, 4 Wash. C. C. 538.

45. The 1st section of the patent act of 1793, when taken in connection with the other sections of the act, means that the invention should not be known or used as the invention of any other person than the patentee, before the application for a patent. *Morris v. Huntington*, Paine, 349.

46. If the invention has got into use while the inventor was practising upon it, with a view to improve it before applying for the patent, such use does not invalidate the patent; and the motive for the delay is a question for the jury. *ib.*

47. A patent, which covers the discovery of another that had been in use, is too broad, and therefore void. *Watson v. Bladen*, 4 Wash. C. C. 580.

48. Where two patents are granted for the same thing, the second patent is inoperative until the first is set aside. *Jackson v. Lawton*, 10 Johns. 23.

49. The remedy for the second patentee, in such case, is by *sci. fa.* or a bill of information, in the Court of Chancery, which is the only mode of vacating letters patent, which are matter of record. *ib.* One who has patented his invention cannot take out a new patent for the same invention, until the first is surrendered, repealed, or declared void. *Morris v. Huntington*, Paine, 348. *Treadwell v. Bladen*, 4 Wash. C. C. 703.

50. The difficulty may be removed by having the first patent declared void after a verdict against it, or by having a *vacatur* entered *ex parte*, in the proper department, or a surrender of the patent. The provisions of the 6th section of the act of 1793 do not, however, enable a patentee to declare his own patent void, and a verdict in a suit on the second patent, in favor of such patent, does not avoid the first patent. *ib.*

51. It seems that the new patent, in case of such surrender, should be for only the unexpired part of the 14 years since obtaining the first patent. *ib.*

52. A patent issued to an assignee stands on the same footing, as to remedy, as if issued to the party originally entitled. *Wallace v. Minor*, 7 Ham. (Part 1st,) 249.

53. If the declaration upon an assignment of a patent right omits to mention that the assignment has been duly recorded in the state department, the defect is cured by a verdict for the plaintiff. *Dobson v. Campbell*, 1 Sumner, 319.

54. The assignment of a patent, though not recorded in the office of the Secretary of the United States, is still valid, except as against creditors and subsequent purchasers without notice. *Holden v. Curtis*, 2 N. Hamp. 61.



55. A mere nominal variance between the patent itself and the description of it in the conveyance, does not make the assignment of it invalid. Nor is the patent itself void, because the elementary principles of it were previously known and used, unless the application of them is similar to others. *ib.*

## II. *Specification and Description of Patents.*

56. Patents, and specifications annexed thereto, should be construed fairly and liberally, and not subjected to any over-nice and critical refinements. *Ames v. Howard*, 1 Sumner, 482.

57. It is not necessary, under our patent laws, as in England, that the disclosure of the secret, in the specification, should be such as to enable the public to use the invention after the patent has expired. *Whitney v. Emmett*, 1 Bald. 303.

58. Under the patent act of 1793, no defect or concealment in any specification is sufficient to avoid a patent, unless it be with intent to deceive the public. *Whittemore v. Cutter*, 1 Gallis. 429.

59. The thing for which a patent is granted should be truly and fully described in the specification. The matters not disclosed must appear to have been concealed for the purpose of deceiving the public. *Park v. Little*, 3 Wash. C. C. 196. *Evans v. Eaton*, *ib.* 443. S. C. 7 Wheat. 356. *Gray v. James*, Pet. C. C. 394.

60. And where the omissions in the specification can be supplied by mechanics skilled in the arts, such intention will not be presumed. *Gray v. James*, Pet. C. C. 394.

61. If there be a false suggestion in any of the several material facts set forth in a specification, the patent is invalid. *Delano v. Scott*, Gilpin, 489.

62. If the patent and specification do not state in what the improvement consists, in full, clear, and exact terms, where the patent has been granted for an improvement, the plaintiff cannot recover for an alleged violation of it. *Evans v. Hettick*, 3 Wash. C. C. 408.

63. If the allegations and suggestions in the petition for a patent are substantially recited in the patent, it will be sufficient; but the omission to do this will invalidate it. *Evans v. Chambers*, 2 *ib.* 125.

64. A patent, for an improvement in a machine, must describe the machine in use of which it is an improvement, so that it may be known in what the improvement consists; and a note given for a patent defective in that respect is void for the want of a consideration. *Cross v. Huntly*, 13 Wend. 385.

65. A patent contained the following words, in the description of the invention: "I do not claim the felting, vats, rollers, presses, wire, cloth, or any separate parts of the above described machinery or apparatus, as my invention; what I do claim as new, and as my invention, is the construction and use of the peculiar cylinder above described, and the several parts thereof in combination for the purpose aforesaid." Held, that it is not the cylinder alone, or its several parts, which are claimed *per se*, but they are claimed in their actual combination with the other machinery to make paper. *Ames v. Howard*, 1 Sumner, 482.

66. It is unnecessary to describe, in the specification, what is in common use and well known. *Kneass v. Schuylkill Bank*, 4 Wash. C. C. 9.

67. The specification must point out the new improvement of the patentee so as to show in what the improvement consists; and it will not be sufficient that the same is shown on the trial by exhibiting the invention. *Dixon v. Moyer*, *ib.* 68.

68. A mistake in an expression, proved to be so by other parts of the specification, will not vitiate the patent. *Kneass v. Schuylkill Bank*, *ib.* 9.

69. Where an invention is so inaccurately described in the specification that the court cannot gather what it is without resorting to conjecture, the patent is void; but if the court can clearly see the nature and extent of the claim, however imperfectly it may be expressed, the patent is good. *Ames v. Howard*, 1 Sumner, 482.

70. An ambiguity in a patent and specification may be explained by the affidavit annexed to the specification. *Pettibone v. Derringer*, 4 Wash. C. C. 215.

71. Drawings annexed to a specification, and referred to by numbers and letters in the specification, constitute a part of the specification, and may be referred to in aid of the specification, to give it certainty. *Earle v. Sawyer*, 4 Mason, 1.

72. Where a patent is for several improvements in a machine, and each improvement is summed up in the patent as the invention of the patentee, he is bound by his summary; and if any one of the improvements is found not to be new, his patent is void. *Moody v. Fiske*, 2 *ib.* 112.



73. A patent for an improved machine must show, in the specification, in what the improvement precisely consists, and the patent be limited to those improvements. If not specified, the patent is void for ambiguity; if broader than the improvements, it is also void. *Barrett v. Stearns*, 1 *ib.* 447. *Lowell v. Lewis*, *ib.* 182.

74. Whether the specification has disclosed the whole truth relative to the invention or discovery? Whether there has been a concealment with a view to deceive? Is the concealment material? Could an artist, after the patent right has expired, construct such a machine by reference to the specification? These are questions for the decision of a jury. *Reutgen v. Kanowrs*, 1 *Wash. C. C.* 168.

### III. *Infringement of Patents.*

75. The provisions of the 6th section of the act of 21st February, 1793, are intended to declare the defence that shall be available to a party charged by a patentee with a violation of his right. *Delano v. Scott, Gilpin*, 489.

76. The 6th section of the patent act does not control the 3d. The evidence of fraudulent intent is required only in the case stated in the 6th section. *Grant v. Raymond*, 6 *Pet.* 218.

77. The plaintiff must, in all cases, prove that the infringement of his patent right took place after his application, or the date of his patent. But if the defendant attempts to avoid the patent by showing that the plaintiff was not the original discoverer, the patent will be considered as relating back to the original discovery. *Dixon v. Moyer*, 4 *Wash. C. C.* 68.

78. As among inventors, he who is first in time has a prior exclusive right to the patent for the invention. *Lowell v. Lewis*, 1 *Mason*, 182.

79. The prior knowledge and use of an invention which avoids a patent relates to the time of the application, not the discovery; and to public use, with the knowledge and privity of the patentee, not to a private or surreptitious use, in fraud of the patent. *Whitney v. Emmett*, 1 *Bald.* 303. *Evans v. Weiss*, 2 *Wash. C. C.* 342.

80. If the application is made in a reasonable time after the discovery, an intermediate knowledge or use will not, of itself, affect the patent. The invention, however, must be new to all the world. *ib.*

81. A patent, while it remains in full force and unrepealed, is an estoppel to any subsequent patent, by the same person, for the same invention, and the time of his exclusive right begins to run from the date of such patent. *Odiorne v. Amesbury Nail Factory*, 2 *Mason*, 28.

82. A patentee cannot maintain a suit, after he has made an assignment, for any violation of his patent; but the suit must be brought by his assignee. *Herbert v. Adams*, 4 *ib.* 15.

83. An assignee of part of a patent right cannot maintain an action on the case for a violation of the patent. *Tyler v. Fuel*, 6 *Cranch*, 324.

84. Under the patent act of 21st February, 1793, c. 11, if the patentee has sold out a moiety of his patent right, a joint action lies, by himself and his assignee, for a violation of it. *Whittemore v. Cutter*, 1 *Gallis.* 429.

85. Where several improvements in a machine are distinctly claimed in a patent, an action lies for the piracy of any of the improvements, although the defendants have not used the whole of the improvements. *Moody v. Fiske*, 2 *Mason*, 112.

86. If the patent is broader than the invention, or if it is not sufficiently descriptive, taken in connection with the specification, the plaintiff cannot recover in an action for its violation. If, however, the patent is too broad in its general terms, it may be limited by a summary and a disclaimer, if they show the thing intended to be patented, and that no claim is made to anything before known or used. *Whitney v. Emmett*, 1 *Bald.* 303.

87. In an action, in the Circuit Court of the United States, for the violation of a patent, the Court cannot give judgment declaring the patent void, only in the cases provided for in the 6th section of the act of 1793. If the patent is defective for any other cause, the Court can only render judgment generally for the defendant. *ib.*

88. In an action for a violation of a patent right, it is sufficient, in a notice of special matter of defence, under the general issue, to state, that the plaintiff was not the original inventor of the machine, if this be the ground of defence. It is not necessary to state in the notice who was the inventor, or who had previously used the machine; if the notice specifies some persons who used the machine, the use thereof by others may be given in evidence. *Evans v. Kremer*, *Pet. C. C.* 215.



89. In an action for a violation of a patent right, proof that the plaintiff, at a particular time, made a specimen of the thing patented, which had not before been seen or heard of by the witness, is *prima facie* evidence that it was invented by the patentee. *Pennock v. Dialogue*, 4 Wash. C. C. 538.

90. In an action for violation of a patent granted by the United States, although no proof was made that the patentee knew that the discovery had been made prior to his, still he could not recover, if, in fact, he was not the original inventor. *Dawson v. Follen*, 2 Wash. C. C. 311.

91. The plaintiff cannot object to the originality, or priority and use, of another machine, alleged to have been similar to his own, on the ground that it had gone into disuse, or was not notoriously in use, since it is essential to his case to prove he was the original inventor of the machine for which he has a patent. *Evans v. Hettick*, 3 ib. 408.

92. If an invention is an improvement in the principle of a machine for which a patent has been granted, it is not a violation of the patent; if it is an improvement in the form, it is such a violation. *Park v. Little*, ib. 196.

93. It is for the jury to say whether the thing patented, or any thing resembling it, be the same in principle. If they be, still, if that other asserted by the defendant to have preceded the plaintiff's alleged discovery be the same principle, it will not avoid the plaintiff's patent, unless it is proved that it was in use. *Pennock v. Dialogue*, 4 Wash. C. C. 539.

94. Where a patent is taken for a combination of parts, no one of which is claimed as new, it is no violation of the patent unless the parts are all employed in the same combination. *Prouty v. Ruggles*, 16 Pet. 336.

95. Using a machine, with a view to an experiment to test its value, is a using within the 6th section of the patent act. *Watson v. Bladen*, 4 Wash. C. C. 580.

96. It is the use, and not the intention of an inventor to use an improvement to be found in the plaintiff's machine, that can invalidate the plaintiff's patent, under the 6th section of the patent act. *Treadwell v. Bladen*, ib. 703.

97. The making of a patented machine, with design to use it for profit, in violation of the patent right, is of itself a breach of the patent. *Whittemore v. Cutter*, 1 Gallis. 429.

98. A mere workman, employed by a person who is not the patentee to make parts of a patented machine, is not liable to a penalty, under the statute of 21st of February, 1793. *Delano v. Scott, Gilpin*, 489.

99. The sale of the materials of a patented machine, by a sheriff, on an execution, is not such a sale as subjects the sheriff to an action for an infringement of the patent, under the patent act of the 17th of April, 1800, c. 25. *Sawin v. Guild*, 1 Gallis. 485.

100. One who *bona fide* contracts to purchase patented articles, from a manufacturer who infringes the patent right, does not thereby render himself liable to the charge of having "used" the patented article. *Keplinger v. Young*, 10 Wheat. 359.

101. If a user of the patented machine be proved, the measure of damages is the value of the use during the time of the user. If the making only of the machine be proved, the plaintiff is entitled to nominal damages only. *Whittemore v. Cutter*, 1 Gallis. 478. S. C. ib. 429.

102. In an action on a patent right, the jury should find single damages, and the Court will treble them. ib: 478. *Gray v. James*, Pet. C. C. 394.

103. The jury may, if they see fit, in a case for infringing a patent, give the plaintiff, as part of his "actual damage," such expenses for counsel fees, &c., as have been necessarily incurred in vindicating the plaintiff's right by a suit, and which are not taxable in the bill of costs. *Boston Manuf. Co. v. Fiske*, 2 Mason, 119.

#### IV. *Surrender and Repeal of Patents.*

104. The holder of a defective patent may surrender it and obtain a new one, which shall have relation to his first, and the laws applicable to the first patent are applicable to the second. *Shaw v. Cooper*, 7 Pet. 292.

105. The Secretary of State has a right to accept a surrender of a patent, and cancel the record thereof, and issue a new patent for the unexpired term of years, where the defect in the specification arose from inadvertence or mistake, and without fraud on the part of the patentee. *Grant v. Raymond*, 6 ib. 218.

106. In a case where a rule was made absolute on a patentee to show cause why process should not issue to repeal the patent, a record is to be made of the proceedings antecedent to the rule, and on which it is founded. *Ex parte Wood*, 9 Wheat. 603.



107. A patent is not repealed *de facto* by a rule on the patentee to show cause why process should not issue to repeal, the patent being made absolute; but process in the nature of *scire facias* is to be awarded, upon the return of which, and the pleadings of the parties, an issue of law or of fact may be joined. *ib.*

108. A judgment against a patentee on a *scire facias* issued to obtain a repeal of a patent vacates the same, but a judgment in his favor will not prevent his right being contested in a suit he may subsequently institute for its violation. *Delano v. Scott, Gilpin, 489.*

109. The proceedings under the 10th section of the patent act of 21st of February, 1793, c. 11, are in the nature of a *scire facias* at common law, to repeal a patent. *Stearns v. Barrett, 1 Mason, 153.*

110. The disuse of a patent by the patentee, after it is granted, is not an abandonment of his right. *Gray v. James, Pet. C. C. 394.*

111. If an inventor make a gift of his invention to the public, and suffer it to go into general use, he cannot afterwards resume the invention and hold a patent. *Whittemore v. Cutter, 1 Gallis. 478. Mellus v. Silsbee, 4 Mason, 108. Pennock v. Dialogue, 2 Pet. 1. S. C. 4 Wash. C. C. 538.*

112. A patent cannot be said to be obtained in fraud of the right of another, who had given up his rights to the plaintiff by expressly or tacitly permitting him to obtain a patent for it. *Dixon v. Moyer, 4 ib. 68.*

113. The first inventor cannot acquire a good title to a patent if he suffer the thing invented to go into public use, or to be publicly sold for use, before he makes application for a patent. *Pennock & Sellers v. Dialogue, 2 Pet. 1. Earle v. Page, 6 N. Hamp. 477.*

114. A mere public use by others, before taking out a patent on a sale thereof by the inventor, is not decisive against his right to obtain a patent here, as it is in England. *Mellus v. Silsbee, 4 Mason, 108.*

115. If the use or knowledge of an invention by the public, prior to the application of the inventor for a patent, can be proved, the inventor is held to have abandoned the patent, under the act of 1793. *Shaw v. Cooper, 7 Pet. 292.*

#### V. Pleadings and Evidence.

116. The State Courts have no jurisdiction of actions for infringements of patents granted by the United States. *Parsons v. Barnard, 7 Johns. 144.*

117. In construing a patent, the intention of the parties, if it can be collected from sources which the principles of the law permit to be explored, is entitled to great consideration. *Evans v. Eaton, 3 Wheat. 454. Vide S. C. Pet. C. C. 323.*

118. A controversy respecting the validity of a patent right is one strictly between the parties immediately concerned, although the public may have an eventual interest in it. *Wood v. Williams, Gilpin, 517.*

119. Under the patent laws, the United States are not a party, and cannot be substituted as a party, in a litigation respecting the validity of any rights claimed or denied by virtue of those laws. *Wood v. Williams, Gilpin, 517.*

120. Upon a trial under the general issue, under the 10th section of the patent act of February 21st, 1793, the burden of proof that the patent was obtained surreptitiously lies on the plaintiff. *Stearns v. Barrett, 1 Mason, 153.*

121. If the declaration, in an action for the invasion of a patent right, fails to lay the act complained of *contra formam statuti*, the defect will be cured by verdict. *Tryon v. White, Pet. C. C. 96.*

122. If the declaration professes to set forth the specification in the patent as part of the grant, the slightest variance is fatal. In general, it is sufficient to state the grant in substance in the declaration. *ib.*

123. Where a declaration, in an action for the violation of a patent, described the improvement patented in the words of the patent, it was held unnecessary to set forth the description of the machine, as stated in the specification. *Gray v. James, ib. 394.*

124. The declaration in a patent cause need not state that the stages preliminary to the issuing of the patent were observed. *Cutting v. Myers, 4 Wash. C. C. 220.*

125. If the defendant, in an action on a patent, wants the specification inserted on the record, he must crave oyer of it. *ib.*

126. In actions for violating a patent right, the defendant on the general issue, without notice, may give in evidence the act of Congress without pleading it; also alienage, and a license to use the machine, may be so given in evidence. *Kneass v. Schuylkill Bank, ib. 9.*

127. Under the general issue, without notice, the defendant cannot give in evidence any matters mentioned in the 6th section of the act of Congress. *ib.*



128. A defendant gave notice, under the patent law of 1793, c. 156, § 6, that he would prove at the trial that the improvement, for the use of which without license the suit was instituted, had been used before the alleged invention thereof, at several places specified, "and also at sundry other places in Pennsylvania, Maryland, and elsewhere in the United States." Having given evidence as to some of the places specified, he was held entitled to give evidence as to some other places not specified. The Court can, by the use of its ordinary power, prevent the patentee from being injured by surprise. *Evans v. Eaton*, 3 Wheat. 454. *Vide S. C. Pet. C. C. 322.*

129. Testimony on the part of a plaintiff, a patentee, that the persons, of whose prior use of the improvement patented the defendant had given evidence, had paid the plaintiff for licenses to use his machine, should not be absolutely rejected, though it is entitled to very little weight. *ib.*

130. In an action for the infringement of a patent right, the defendant, in order to prove that the plaintiff was not the original inventor, gave in evidence a prior patent to A for a machine alleged to have been the same in principle with the plaintiff's, and his assignment of the same to the defendant, and offered A as a witness to prove the priority of the invention. Held, that A was a competent witness, having no interest in the event of the suit. *Treadwell v. Bladen*, 4 Wash. C. C. 703.

131. The plea alleged that the prerequisites of issuing a patent had not been complied with: the plaintiff denied this, and issue was joined. Held, that the Court should have instructed the jury to find for the defendant, if the facts were proved. *Grant v. Raymond*, 6 Pet. 218.

132. An exemplification of a patent afterwards surrendered and cancelled may be given in evidence to show that an improvement subsequently patented is not original. *Delano v. Scott, Gilpin*, 489.

133. A report made to the hose company, in which the rivet hose (the invention patented) is described, cannot be read in evidence to bring the case within the 6th section of the patent law, as that is not a public work. *Pennock v. Dialogue*, 4 Wash. C. C. 538.

134. Evidence was allowed, on the part of the plaintiff, of his declarations, in a particular year, that he had discovered and constructed the machine patented, all the parts of which he described. This evidence was admitted to prove, not that the plaintiff was the discoverer, but that he then asserted such a right, and described the machine. *Evans v. Hettick*, 3 Wash. C. C. 408.

135. Upon a notice of the invention confined to a prior use in the United States, the Court will not permit evidence to be given of a prior use in England. *Dixon v. Moyer*, 4 Wash. C. C. 69.

136. On the general issue, without notice, the defendant may object to the plaintiff's recovery, on the ground that there is no specification, or that it is unintelligible; that the patent is broader than the discovery; that it is for an improvement which is not distinguished from the original invention; and that the suggestions of the petition are not recited in the specification. *Kneass v. Schuylkill Bank*, *ib.* 9.

137. A vendor of a patent right, in the bill of sale, described the machine thus: "One machine for cutting, making, and manufacturing combs, like the machines which I use and improve, and such as I have a patent right for." It was held, that this latter clause did not amount to a covenant on the part of the vendor that he had a valid patent right. *Bull v. Pratt*, 1 Conn. 342.

138. An action of the case will lie for representations made by the defendant, knowing them to be false, as to the validity of a patent right claimed by him, whereby the plaintiff was induced to purchase. *ib.*

139. In an action for fraud in the sale of a patent, on the ground that A had a prior patent for the same invention, the defendant offered in evidence a written agreement with A, for a valuable consideration, that neither A nor his heirs would thereafter sue or disturb the defendant for a breach of A's patent right, but that the defendant, without molestation, might freely act under his patent right as if A's had never existed. It was held, that this agreement gave to the defendant no right to transfer, and could not be admitted in evidence. *ib.*

140. In an action on the case for fraud in the sale of a patent right, the plaintiff proved that a certain patent had been granted previously to a third person, and then offered parol evidence to show that the defendant's patent was for the same invention. It was held admissible. *ib.*

141. If the defendant's notice of special matter states that the thing patented was known and used by A, B, and C, and others, prior to the plaintiff's discovery, the defendant may prove its use by others than those stated. *Treadwell v. Bladen*, 4 Wash. C. C. 703.

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