

liable for every offence on summary conviction to a fine not exceeding five pounds.

Definition of, false representation under this section.

(2) A person shall be deemed, for the purposes of this enactment, to represent that an article is patented or a design or a trade mark is registered, if he sells the article with the word "patent," "patented," "registered," or any word or words expressing or implying that a patent or registration has been obtained for the article stamped, engraved, or impressed on, or otherwise applied to the article.

Penalty on unauthorised assumption of royal arms.

106. Any person who, without the authority of Her Majesty, or any of the royal family, or of any Government department, assumes or uses in connection with any trade, business, calling, or profession, the royal arms, or arms so nearly resembling the same as to be calculated to deceive, in such a manner as to be calculated to lead other persons to believe that he is carrying on his trade, business, calling, or profession by or under such authority as aforesaid, shall be liable, on summary conviction to a fine not exceeding twenty pounds.

Scotland, Ireland, &c.

Saving for courts in Scotland.

107. In any action for infringement of a patent in Scotland the provisions of this Act, with respect to calling in the aid of an assessor, shall apply, and the action shall be tried without a jury, unless the Court shall otherwise direct, but otherwise nothing shall affect the jurisdiction and forms of process of the Courts in Scotland in such an action or in any action or proceeding respecting a patent hitherto competent to those Courts.

Definition of "court of appeal."

For the purposes of this section "Court of Appeal" shall mean any Court to which such action is appealed.

Summary proceedings in Scotland.

108. In Scotland any offence under this Act declared to be punishable on summary conviction may be prosecuted in the sheriff court.

Proceedings for revocation of patent in Scotland.

109.—(1) Proceedings in Scotland for revocation of a patent shall be in the form of an action of reduction at the instance of the Lord Advocate, or at the instance of a party having interest with his concurrence, which concurrence may be given on just cause shown only [p. 268].

Service in Scotland.

(2) Service of all writs and summonses in that action shall be made according to the forms and practice existing at the commencement of this Act.

110. All parties shall, notwithstanding anything in this Act, have in Ireland their remedies under or in respect of a patent as if the same had been granted to extend to Ireland only.

Reservation of remedies in Ireland.

111.—(1) The provisions of this Act conferring a special jurisdiction on the Court as defined by this Act, shall not, except so far as the jurisdiction extends, affect the jurisdiction of any Court in Scotland or Ireland in any proceedings relating to patents or to designs or to trade marks; and with reference to any such proceedings in Scotland, the term “the Court” shall mean any Lord Ordinary of the Court of Session, and the term “Court of Appeal” shall mean either division of the said Court; and with reference to any such proceedings in Ireland, the terms “the Court” and “the Court of Appeal” respectively mean the High Court of Justice in Ireland and Her Majesty’s Court of Appeal in Ireland.

General saving for jurisdiction of courts.

(2) If any rectification of a register under this Act is required in pursuance of any proceeding in a Court in Scotland or Ireland, a copy of the order, decree, or other authority for the rectification, shall be served on the comptroller, and he shall rectify the register accordingly.

Rectification of register.

112. This Act shall extend to the Isle of Man, and—

Isle of Man.

(1) Nothing in this Act shall affect the jurisdiction of the Courts in the Isle of Man, in proceedings for infringement or in any action or proceeding respecting a patent, design, or trade mark competent to those courts:

Jurisdiction of courts.

(2) The punishment for a misdemeanor under this Act in the Isle of Man shall be imprisonment for any term not exceeding two years, with or without hard labour, and with or without a fine not exceeding one hundred pounds, at the discretion of the Court:

Punishments.

(3) Any offence under this Act committed in the Isle of Man which would in England be punishable on summary conviction may be prosecuted, and any fine in respect thereof recovered at the instance of any person aggrieved, in the manner in which offences punishable on summary conviction may for the time being be prosecuted.

Offences and penalties treated as in England under this act.

112A. “The Court of Chancery of the county palatine of Lancaster shall, with respect to any action or other proceeding in relation to trade marks the registration whereof

Jurisdiction of Lancashire Palatine Court. Act, 1888, s. 26.

is applied for in the Manchester office, have the like jurisdiction under this Act as her Majesty's High Court of Justice in England, and the expression 'the Court' in this Act shall be construed and have effect accordingly.

" Provided that every decision of the Court of Chancery of the county palatine of Lancaster in pursuance of this section shall be subject to the like appeal as decisions of that Court in other cases" [p. 316].

Repeal; Transitional Provisions; Savings.

Repeal and saving for past operation of repealed enactments, &c.
Exceptions.

113. The enactments described in the third schedule to this act are hereby repealed. But this repeal of enactments shall not—

- (a) Affect the past operation of any of those enactments, or any patent or copyright or right to use a trade mark granted or acquired, or application pending, or appointment made, or compensation granted, or order or direction made or given, or right, privilege, obligation, or liability acquired, accrued, or incurred, or anything duly done or suffered under or by any of those enactments before or at the commencement of this Act; or
- (b) Interfere with the institution or prosecution of any action or proceeding, civil or criminal, in respect thereof, and any such proceeding may be carried on as if this Act had not been passed; or
- (c) Take away or abridge any protection or benefit in relation to any such action or proceeding.

Former registers to be deemed continued.

114.—(1) The registers of patents and of proprietors kept under any enactment repealed by this Act shall respectively be deemed parts of the same book as the register of patents kept under this Act.

(2) The registers of designs and of trade marks kept under any enactment repealed by this act shall respectively be deemed parts of the same book as the register of designs and the register of trade marks kept under this Act.

Saving for existing rules.

115. All general rules made by the Lord Chancellor or by any other authority under any enactment repealed by this Act, and in force at the commencement of this Act, may at any time after the passing of this Act be repealed, altered, or amended by the Board of Trade, as if they had been made by

the board under this Act, but so that no such repeal, alteration, or amendment shall take effect before the commencement of this Act; and, subject as aforesaid, such general rules shall, so far as they are consistent with and are not superseded by this Act, continue in force as if they had been made by the Board of Trade under this Act.

116. Nothing in this Act shall take away, abridge, or pre-judicially affect the prerogative of the crown in relation to the granting of any letters patent, or to the withholding of a grant thereof. Saving for prerogative.

General Definitions.

117.—(1) In and for the purposes of this Act, unless the context otherwise requires,— General definitions.

“Person” includes a body corporate: “Person.”

“The Court” means (subject to the provisions for Scotland, Ireland, and the Isle of Man) her Majesty’s High Court of Justice in England: “Court.”

“Law officer” means her Majesty’s attorney-general or solicitor-general for England: “Law officer.”

“The Treasury” means the commissioners of her Majesty’s treasury: “Treasury.”

“Comptroller” means the comptroller-general of patents, designs, and trade marks: “Comptroller.”

“Prescribed” means prescribed by any of the schedules to this Act, or by general rules under or within the meaning of this Act: “Prescribed.”

“British possession” means any territory or place situate within her Majesty’s dominions, and not being or forming part of the United Kingdom, or of the Channel Islands, or of the Isle of Man, and all territories and places under one legislature, as hereinafter defined, are deemed to be one British possession for the purposes of this Act: “British possession.”

“Legislature” includes any person or persons who exercise legislative authority in the British possession; and where there are local legislatures as well as a central legislature, means the central legislature only. “Legislature.”

In the application of this Act to Ireland, “summary conviction” means a conviction under the Summary Jurisdiction Acts, that is to say, with reference to the Dublin metropolitan police “Summary conviction” as applied to Ireland.

district the Acts regulating the duties of justices of the peace and of the police for such district, and elsewhere in Ireland the Petty Sessions (Ireland) Act, 1851, and any Act amending it.

Register of
patent agents.
Act, 1888,
s. 1.

1.—(1) After the first day of July one thousand eight hundred and eighty-nine a person shall not be entitled to describe himself as a patent agent, whether by advertisement, by description on his place of business, by any document issued by him, or otherwise, unless he is registered as a patent agent in pursuance of this Act.

(2) The Board of Trade shall, as soon as may be after the passing of this Act, and may from time to time, make such general rules as are in the opinion of the board required for giving effect to this section, and the provisions of section one hundred and one of the principal Act shall apply to all rules so made as if they were made in pursuance of that section.

(3) Provided that every person who proves to the satisfaction of the Board of Trade that prior to the passing of this Act he had been *bonâ fide* practising as a patent agent shall be entitled to be registered as a patent agent in pursuance of this Act.

(4) If any person knowingly describes himself as a patent agent in contravention of this section he shall be liable on summary conviction to a fine not exceeding twenty pounds.

(5) In this section "patent agent" means exclusively an agent for obtaining patents in the United Kingdom.

SCHEDULES.

THE FIRST SCHEDULE.

FORMS OF APPLICATION, &c.

Forms A, B and C of this first schedule are altered by the substitution of those given in the second schedule to the Patent Rules, 1890 (*post*).

FORM D.

FORM OF PATENT.

Section 33.

The address.

First recital.

VICTORIA, by the grace of God, of the United Kingdom of Great Britain and Ireland, queen, defender of the faith: To all to whom these presents shall come greeting:

Whereas *John Smith*, of 29, *Perry Street*, *Birmingham*, in the county of *Warwick*, *engineer*, hath by his solemn declaration represented unto us that he is in possession of an invention for "*Improvements in Sewing*

Machines," that he is the true and first inventor thereof, and that the same is not in use by any other person to the best of his knowledge and belief :

And whereas the said inventor hath humbly prayed that we would be graciously pleased to grant unto him (hereinafter together with his executors, administrators, and assigns, or any of them, referred to as the said patentee) our royal letters patent for the sole use and advantage of his said invention :

And whereas the said inventor hath by and in his complete specification particularly described the nature of his invention :

And whereas we being willing to encourage all inventions which may be for the public good, are graciously pleased to condescend to his request :

Know ye, therefore, that we, of our especial grace, certain knowledge, and mere motion, do by these presents, for us, our heirs and successors, give and grant unto the said patentee our especial licence, full power, sole privilege, and authority, that the said patentee by himself, his agents or licensees, and no others, may at all times hereafter during the term of years herein mentioned, make, use, exercise, and vend the said invention within our united kingdom of Great Britain and Ireland and Isle of Man, in such manner as to him or them may seem meet, and that the said patentee shall have and enjoy the whole profit and advantage from time to time accruing by reason of the said invention, during the term of fourteen years from the date hereunder written of these presents : And to the end that the said patentee may have and enjoy the sole use and exercise, and the full benefit of the said invention, we do by these presents, for us, our heirs and successors, strictly command all our subjects whatsoever within our united kingdom of Great Britain and Ireland and the Isle of Man, that they do not at any time during the continuance of the said term of fourteen years, either directly or indirectly make use of or put in practice the said invention, or any part of the same, nor in anywise imitate the same, nor make or cause to be made any addition thereto or subtraction therefrom, whereby to pretend themselves the inventors thereof without the consent, licence, or agreement of the said patentee in writing under his hand and seal, on pain of incurring such penalties as may be justly inflicted on such offenders for their contempt of this our royal command, and of being answerable to the patentee according to law for his damages thereby occasioned : Provided that these our letters patent are on this condition, that, if at any time during the said term it be made to appear to us, our heirs or successors, or any six or more of our privy council, that this our grant is contrary to law, or prejudicial or inconvenient to our subjects in general, or that the said invention is not a new invention as to the public use and exercise thereof within our united kingdom of Great Britain and Ireland, and Isle of Man, or that the said patentee is not the first and true inventor thereof within this realm as aforesaid, these our letters patent shall forthwith determine, and be void to all intents and purposes, notwithstanding anything hereinbefore contained : Provided also, that if the said patentee shall not pay all fees by law required to be paid in respect of the grant of these letters patent, or in respect of any matter relating thereto at the time or times, and in manner

The construc-
tion.

for the time being by law provided ; and also if the said patentee shall not supply or cause to be supplied, for our service all such articles of the said invention as may be required by the officers or commissioners administering any department of our service in such manner, at such times, and at and upon such reasonable prices and terms as shall be settled in manner for the time being by law provided, then, and in any of the said cases, these our letters patent, and all privileges and advantages whatever hereby granted shall determine and become void notwithstanding anything hereinbefore contained : Provided also, that nothing herein contained shall prevent the granting of licences in such manner and for such considerations as they may by law be granted : And lastly, we do by these presents for us, our heirs and successors, grant unto the said patentee that these our letters patent shall be construed in the most beneficial sense for the advantage of the said patentee. In witness whereof we have caused these our letters to be made patent this 18 and to be sealed as of the 18 .

[Seal of Patent Office.]

Section 113.

THE THIRD SCHEDULE.

Enactments Repealed.

21 James 1, c. 3 (1623).—The Statute of Monopolies. In part ; namely, sections 10, 11 and 12.

5 & 6 Will. 4, c. 62 (1835) [In part].—The Statutory Declarations Act, 1835. In part ; namely, section 11.

5 & 6 Will. 4, c. 83 (1835).—An act to amend the law touching letters patent for inventions.

2 & 3 Vict. 67 (1839).—An act to amend an act of the fifth and sixth years of the reign of king William the Fourth, intituled "An Act to amend the law touching letters patent for inventions."

5 & 6 Vict. c. 100 (1842).—An act to consolidate and amend the laws relating to the copyright of designs for ornamenting articles of manufacture.

6 & 7 Vict. c. 65 (1843).—An act to amend the laws relating to the copyright of designs.

7 & 8 Vict. c. 69* (1844) [In part].—An act for amending an act passed in the fourth year of the reign of his late majesty, intituled "An act for the better administration of justice in his majesty's privy council, and to extend its jurisdiction and powers." In part ; namely, sections 2 to 5, both included.

13 & 14 Vict. c. 104 (1850).—An act to extend and amend the acts relating to the copyright of designs.

15 & 16 Vict. c. 83 (1852).—The Patent Law Amendment Act, 1852.

16 & 17 Vict. c. 5 (1853).—An act to substitute stamp duties for fees on passing letters patent for inventions, and to provide for the purchase for the public use of certain indexes of specifications.

* *Note.*—Sects. 6 and 7 of this act are repealed by the Statute Law Revision (No. 2) Act, 1874.

16 & 17 Vict. c. 115 (1853).—An act to amend certain provisions of the Patent Law Amendment Act, 1852, in respect of the transmission of certified copies of letters patent and specifications to certain offices in Edinburgh and Dublin, and otherwise to amend the said act.

21 & 22 Vict. c. 70 (1858).—An act to amend the act of the fifth and sixth years of her present Majesty, to consolidate and amend the laws relating to the copyright of designs for ornamenting articles of manufacture.

22 Vict. c. 13 (1859).—An act to amend the law concerning patents for inventions with respect to inventions for improvements in instruments and munitions of war.

24 & 25 Vict. c. 73 (1861).—An act to amend the law relating to the copyright of designs.

28 & 29 Vict. c. 3 (1865).—The Industrial Exhibitions Act, 1865.

33 & 34 Vict. c. 27 (1870).—The Protection of Inventions Act, 1870.

33 & 34 Vict. c. 97 (1870).—The Stamp Act, 1870. In part; namely, section 65, and in the schedule the words and figures, "Certificate of the registration of a design . . . £5 0 0. And see section 65."

38 & 39 Vict. c. 91 (1875).—The Trade Marks Registration Act, 1875.

38 & 39 Vict. c. 93 (1875).—The Copyright of Designs Act, 1875.

39 & 40 Vict. c. 33 (1876).—The Trade Marks Registration Amendment Act, 1876.

40 & 41 Vict. c. 37 (1877).—The Trade Marks Registration Extension Act, 1877.

43 & 44 Vict. c. 10 (1880).—The Great Seal Act, 1880. In part; namely, section 5.

45 & 46 Vict. c. 72 (1882).—The Revenue, Friendly Societies, and National Debt Act, 1882. In part; namely, section 16.

III.—PATENTS, ETC., ACT, 1885.

48 & 49 VICT. C. 68.

An Act to amend the Patents, Designs, and Trade Marks Act, 1883.

BE IT ENACTED by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

1. This Act shall be construed as one with the Patents, Designs, and Trade Marks Act, 1883 (in this Act referred to as the principal Act).

This Act may be cited as the Patents, Designs, and Trade Marks (Amendment) Act, 1885, and this Act and the principal Act may be cited together as the Patents, Designs, and Trade Marks Acts, 1883 and 1885.

Amendment of
sect. 5, sub-
sect. 2.

2. Whereas sub-section 2 of section 5 of the principal Act requires a declaration to be made by an applicant for a patent to the effect in that sub-section mentioned, and doubts have arisen as to the nature of that declaration, and it is expedient to remove such doubts : Be it therefore enacted that :

The declaration mentioned in sub-section 2 of section 5 of the principal Act may be either a statutory declaration under the Statutory Declarations Act, 1835, or not, as may be from time to time prescribed.

Amendment of
sects. 8 and 9.

3. Whereas under the principal Act, a complete specification is required (by section 8) to be left within nine months, and (by section 9) to be accepted within twelve months, from the date of application, and a patent is required by section 12 to be sealed within fifteen months from the date of application, and it is expedient to empower the comptroller to extend in certain cases the said times : Be it therefore enacted as follows :

A complete specification may be left and accepted within such extended times, not exceeding one month and three months respectively after the said nine and twelve months respectively as the comptroller may on the payment of the prescribed fee allow, and where such extension of time has been allowed, a further extension of four months after the said

fifteen months shall be allowed for the sealing of the patent ; and the principal Act shall have effect as if any time so allowed were added to the said periods specified in the principal Act.

4. Where an application for a patent has been abandoned, ^{Abandoned} or become void, the specification or specifications and drawings ^{application.} (if any) accompanying or left in connection with such application, shall not at any time be open to public inspection or be published by the comptroller.

5. Whereas doubts have arisen whether under the principal ^{Joint patent.} Act a patent may lawfully be granted to several persons jointly, some or one of whom only are or is the true and first inventors or inventor ; be it therefore enacted and declared that it has been and is lawful under the principal Act to grant such a patent.

6. In sub-section 1 of section 103 of the principal Act, the ^{Amendment of} words " date of the application " shall be substituted for the ^{sect. 103, sub-} words " date of the protection obtained." ^{sect. 1.}

IV.—PATENTS, ETC., ACT, 1886.

49 & 50 VICT. c. 87.

An Act to remove certain doubts respecting the construction of the Patents, Designs, and Trade Marks Act, 1883, so far as respects the drawings by which specifications are required to be accompanied, and as respects Exhibitions.

WHEREAS by section 5 of the Patents, Designs, and Trade Marks Act, 1883, specifications, whether provisional or complete, must be accompanied by drawings if required, and doubts have arisen as to whether it is sufficient that a complete specification refers to the drawings by which the provisional specification was accompanied, and it is expedient to remove such doubts :

Be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Title.

1. This Act may be cited as the Patents Act, 1886, and shall be construed as one with the Patents, Designs, and Trade Marks Acts, 1883 and 1885, and, together with those Acts, may be cited as the Patents, Designs, and Trade Marks Acts, 1883 to 1886.

Explanation of
sect. 5, sub-
sect. 4 of
principal Act.

2. The requirement of sub-section 4 of section 5 of the Patents, Designs, and Trade Marks Act, 1883, as to drawings shall not be deemed to be insufficiently complied with by reason only that instead of being accompanied by drawings the complete specification refers to the drawings which accompanied the provisional specification. And no patent heretofore sealed shall be invalid by reason only that the complete specification was not accompanied by drawings, but referred to those which accompanied the provisional specification.

Extension of
sect. 39 of
principal Act.

3. Whereas by section 39 of the Patents, Designs, and Trade Marks Act, 1883, as respects patents, and by section 57 of the same Act as respects designs, provision is made that the exhibition of an invention or design at an industrial or international exhibition, certified as such by the Board of Trade, shall not prejudice the rights of the inventor or proprietor

thereof, subject to the conditions therein mentioned, one of which is that the exhibitor must, before exhibiting the invention, design, or article, or publishing a description of the design, give the comptroller the prescribed notice of his intention to do so :

And whereas it is expedient to provide for the extension of the said sections to industrial and international exhibitions held out of the United Kingdom, be it therefore enacted as follows :

It shall be lawful for her Majesty, by order in Council, from time to time to declare that sections 39 and 57 of the Patents, Designs, and Trade Marks Act, 1883, or either of those sections, shall apply to any exhibition mentioned in the order in like manner as if it were an industrial or international exhibition certified by the Board of Trade, and to provide that the exhibitor shall be relieved from the conditions, specified in the said sections, of giving notice to the comptroller of his intention to exhibit, and shall be so relieved either absolutely or upon such terms and conditions as to her Majesty in Council may seem fit.

V.—PATENTS, DESIGNS, ETC., ACT, 1888.

An Act to amend the Patents, Designs, and Trade Marks Act, 1883. [24th December, 1888.]

46 & 47 Vict.
c. 57.

WHEREAS it is expedient to amend the Patents, Designs, and Trade Marks Act, 1883, hereinafter referred to as the principal Act :

Be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Register of
patent agents.

1.—(1) After the first day of July, one thousand eight hundred and eighty-nine, a person shall not be entitled to describe himself as a patent agent, whether by advertisement, by description on his place of business, by any document issued by him, or otherwise, unless he is registered as a patent agent in pursuance of this Act [see Register of Patent Agents Rules, p. 459].

(2) The Board of Trade shall, as soon as may be after the passing of this Act, and may from time to time, make such general rules as are in the opinion of the Board required for giving effect to this section, and the provisions of section 101 of the principal Act shall apply to all rules so made as if they were made in pursuance of that section.

(3) Provided that every person who proves to the satisfaction of the Board of Trade that prior to the passing of this Act he had been *bonâ fide* practising as a patent agent, shall be entitled to be registered as a patent agent in pursuance of this Act.

(4) If any person knowingly describes himself as a patent agent in contravention of this section, he shall be liable on summary conviction to a fine not exceeding twenty pounds.

(5) In this section "patent agent" means exclusively an agent for obtaining patents in the United Kingdom.

Amendments
of 46 & 47
Vict. c. 57.

2. For section seven of the principal Act the following section shall be substituted, namely :—

S. 7, as to
applications.

"7.—(1) If the examiner reports that the nature of the invention is not fairly described, or that the application, specification, or drawings has not, or have not, been prepared in

the prescribed manner, or that the title does not sufficiently indicate the subject matter of the invention, the comptroller may refuse to accept the application, or require that the application, specification or drawings be amended before he proceeds with the application ; and in the latter case the application shall, if the comptroller so directs, bear date as from the time when the requirement is complied with.

“(2) Where the comptroller refuses to accept an application or requires an amendment, the applicant may appeal from his decision to the law officer.

“(3) The law officer shall, if required, hear the applicant and the comptroller, and may make an order determining whether, and subject to what conditions (if any) the application shall be accepted.

“(4) The comptroller shall, when an application has been accepted, give notice thereof to the applicant.

“(5) If, after an application for a patent has been made, but before the patent thereon has been sealed, another application for a patent is made accompanied by a specification bearing the same or a similar title, the comptroller, if he thinks fit, on the request of the second applicant, or of his legal representative, may, within two months of the grant of a patent on the first application, either decline to proceed with the second application or allow the surrender of the patent, if any, granted thereon.”

3. In sub-section 5 of section 9 of the principal Act the words “other than an appeal to the law officer under this Act” shall be omitted. S. 9, as to disclosure of reports of examiners.

4. In sub-section 1 of section 11 of the principal Act the words from “or on the ground of an examiner” to “a previous application,” both inclusive, shall be omitted, and there shall be added in lieu thereof the following words, namely, “or on the ground that the complete specification describes or claims an invention other than that described in the provisional specification, and that such other invention forms the subject of an application made by the opponent in the interval between the leaving of the provisional specification and the leaving of the complete specification.” S. 11, as to opposition to grant of patent.

5. For sub-section 10 of section 18 of the principal Act the following sub-section shall be substituted, namely— S. 18, as to amended specifications.

“(10) The foregoing provisions of this section do not apply when, and so long as any action for infringement or proceeding for revocation of a patent is pending.”

S. 52, as to inspection of designs.

6. After sub-section 1 of section 52 of the principal Act the following words shall be added ; namely,

“ Provided that where registration of a design is refused on the ground of identity with a design already registered, the applicant for registration shall be entitled to inspect the design so registered.”

S. 58, as to piracy of registered designs.

7.—(1) In section 58 of the principal Act the words “ or cause to be applied ” shall be added after the word “ apply.”

(2) To the same section the following words shall be added :
“ Provided that the total sum forfeited in respect of any one design shall not exceed one hundred pounds.”

S. 62, as to application for registration.

8.—(1) In sub-section 2 of section 62 of the principal Act for the words “ the patent office in the prescribed manner ” shall be substituted the words “ such place and in such manner as may be prescribed.”

(2) To the same section of the principal Act the following sub-section shall be added :—

“ (6) Where an applicant for the registration of a trade mark otherwise than under an international convention is out of the United Kingdom at the time of making the application he shall give the comptroller an address for service in the United Kingdom, and if he fails to do so the application shall not be proceeded with until the address has been given.”

S. 63, as to limit of time for proceeding with application.

9. In section 63 of the principal Act for the words “ the application shall be deemed to be abandoned ” shall be substituted the words “ the comptroller shall give notice of the non-completion to the agent employed on behalf of the applicant, and, if at the expiration of fourteen days from that notice the registration is not completed, shall give the like notice to the applicant, and if at the expiration of the latter fourteen days, or such further time as the comptroller may in special cases permit, the registration is not completed, the application shall be deemed to be abandoned.”

S. 64, as to fancy words.

10.—(1) For section 64 of the principal Act the following section shall be substituted, namely—

“ 64.—(1) For the purposes of this Act, a trade mark must consist of or contain at least one of the following essential particulars :

- “(a) A name of an individual or firm printed, impressed, or woven in some particular and distinctive manner ; or
- “(b) A written signature or copy of a written signature of the individual or firm applying for registration thereof as a trade mark ; or
- “(c) A distinctive device, mark, brand, heading, label, or ticket ; or
- “(d) An invented word or invented words ; or
- “(e) A word or words having no reference to the character or quality of the goods, and not being a geographical name.

“(2) There may be added to any one or more of the essential particulars mentioned in this section any letters, words, or figures, or combination of letters, words, or figures, or of any of them, but the applicant for registration of any such additional matter must state in his application the essential particulars of the trade mark, and must disclaim in his application any right to the exclusive use of the added matter, and a copy of the statement and disclaimer shall be entered on the register.

“(3) Provided as follows :—

“(i.) A person need not under this section disclaim his own name or the foreign equivalent thereof, or his place of business, but no entry of any such name shall affect the right of any owner of the same name to use that name or the foreign equivalent thereof :

“(ii.) Any special and distinctive word or words, letter, figure, or combination of letters or figures, or of letters and figures used as a trade mark before the thirteenth day of August one thousand eight hundred and seventy-five, may be registered as a trade mark under this part of this Act.”

11. In section 67 of the principal Act the words “or colours” shall be added after the word “colour” in each place where that word occurs. S. 67, as to colours of trade marks.

12. In section 68 of the principal Act after the word “comptroller” shall be added the words “unless the comptroller refuse to entertain the application.” S. 68, as to advertisement of applications.

13.—(1) In subsection 1 of section 69 of the principal Act for the words “two months” shall be substituted the words S. 69, as to opposition to registration.

“one month or such further time, not exceeding three months, as the comptroller may allow.”

(2) In the same sub-section the word “first” shall be omitted.

(3) In sub-section 2 of the same section for the words “two months” shall be substituted the words “one month.”

(4) For sub-sections 3 and 4 of the same section the following sub-sections shall be substituted; namely,

“(3) If the applicant sends such counter-statement the comptroller shall furnish a copy thereof to the person who gave notice of opposition, and shall, after hearing the applicant and the opponent, if so required, decide whether the trade mark is to be registered, but his decision shall be subject to appeal to the Board of Trade, who shall, if required, hear the applicant and the opponent and the comptroller, and may make an order determining whether, and subject to what conditions (if any), registration is to be permitted.

“(4) The Board of Trade may, however, if it appears expedient, refer the appeal to the Court, and in that event the Court shall have jurisdiction to hear and determine the appeal, and may make such order as aforesaid.

“(5) If the applicant abandons his application after notice of opposition in pursuance of this section he shall be liable to pay to the opponent such costs in respect of the opposition as the comptroller may determine to be reasonable.

“(6) Where the opponent is out of the United Kingdom he shall give the comptroller an address for service in the United Kingdom.”

S. 72, as to
restrictions on
registration.

14. Sub-section two of section 72 of the principal Act, the following words shall be added at the beginning of the sub-section, namely, “except as aforesaid,” and for the words “so nearly resembling” shall be substituted the words “having such resemblance to.”

S. 73, as to
restriction on
registration.

15. In section 73 of the principal Act the word “exclusive” shall be omitted.

S. 74, as to
additions to
trade marks.

16. For sub-section 2 of section 74 of the principal Act the following sub-section shall be substituted; namely,

“(2) The applicant for registration of any such addition must, however, state in his application the essential particulars of the trade mark, and must disclaim in his application any

right to the exclusive use of the added matter, and a copy of the statement and disclaimer shall be entered on the register.

“ Provided that a person need not under this section disclaim his own name or the foreign equivalent thereof, or his place of business, but no entry of any such name shall affect the right of any owner of the same name to use that name or the foreign equivalent thereof.”

17. For section 75 of the principal Act the following section shall be substituted ; namely,

S. 75, as to effect of registration.

“ Application for registration of a trade mark shall be deemed to be equivalent to public use of the trade mark, and the date of the application shall for the purposes of this Act be deemed to be, and as from the first day of January, one thousand eight hundred and seventy-six, to have been the date of the registration.”

18. After section 77 of the principal Act the following section shall be added and numbered 77A ; namely,

Certificate as to exclusive use and costs thereon.

“ In an action for infringement of a registered trade mark the Court or a judge may certify that the right to the exclusive use of the trade mark came in question, and if the Court or a judge so certifies, then in any subsequent action for infringement the plaintiff in that action, on obtaining a final order or judgment in his favour, shall have his full costs, charges, and expenses as between solicitor and client, unless the Court or judge trying the subsequent action certifies that he ought not to have the same.”

19.—(1) In sub-section 5 of section 79 of the principal Act, for the words “ the five years ” shall be substituted the words “ one year.”

Amendments of 46 & 47 Vict. c. 57.

S. 79, as to removal of trade mark from the register.

(2) To the same sub-section the following words shall be added ; namely, “ unless it is shown to the satisfaction of the comptroller that the non-payment of the fee arises from the death or bankruptcy of the registered proprietor, or from his having ceased to carry on business, and that no person claiming under that proprietor or under his bankruptcy is using the trade mark.”

20.—(1) For sub-section 2 of section 81 of the principal Act the following sub-section shall be substituted :

S. 81, as to Sheffield marks.

“ (2) The Cutlers’ Company shall enter in the Sheffield register in respect of metal goods as defined in this section, all

38 & 39 Vict.
c. 91.

the trade marks entered before the first day of January, one thousand eight hundred and eighty-nine, in respect of metal goods either in the register established under the Trade Marks Registration Act, 1875, or in the register of trade marks under this Act, belonging to persons carrying on business in Hullamshire or within six miles thereof. The Cutlers' Company shall also, on request made in the prescribed manner, enter in the Sheffield register, in respect of metal goods, all the trade marks which shall have been assigned by the Cutlers' Company and actually used before the first day of January, one thousand eight hundred and eighty-four, but which have not been entered in either of the said other registers."

(2) In sub-sections 3 and 8 of the same section, for the words "on cutlery, edge tools, or on raw steel, or on goods made of steel, or of steel and iron combined, whether with or without a cutting edge," shall be substituted the words "on metal goods."

(3) For sub-section 7 of the same section the following sub-section shall be substituted :

"(7) The provisions of this Act and of any general rules made under this Act with respect to the registration of trade marks, and all matters relating thereto, shall, subject to the provisions of this section, apply to the registration of trade marks on metal goods by the Cutlers' Company, and to all matters relating thereto ; and this Act and any such general rules shall, so far as applicable, be construed accordingly with the substitution of the Cutlers' Company, the office of the Cutlers' Company, and the Sheffield register, for the comptroller, the Patent Office, and the registrar of trade marks respectively ; and notice of every entry, cancellation, or correction made in the Sheffield register shall be given to the comptroller by the Cutlers' Company : Provided that this section shall not affect any life estate and interest of a widow of the holder of any Sheffield mark which may be in force in respect of such mark at the time when it shall be placed upon the Sheffield register."

(4) To the same section the following sub-sections shall be added ; namely,

"(14) For the purposes of this section the expression "metal goods" means all metals, whether wrought, unwrought, or partly wrought, and all goods composed wholly or partly of any metal

“(15) For the purpose of legal proceedings in relation to trade marks entered in the Sheffield register a certificate under the hand of the master of the Cutlers’ Company shall have the same effect as the certificate of the comptroller.”

21. In section 87 of the principal Act, after the words “subject to,” shall be added the words “the provisions of this Act and to.” S. 87, as to entry of assignments, &c.

22. In section 88 of the principal Act, after the words “subject to,” shall be added the words “the provisions of this Act and to.” S. 88, as to inspection.

23. In section 90 of the principal Act, after the words “of the name of any person,” shall be added the words “or of any other particulars.” S. 90, as to rectification of register.

24. To section 91 of the principal Act the following subsection shall be added ; namely, S. 91, as to correction of errors.

“(d) Permit an applicant for registration of a design or trade mark to amend his application by omitting any particular goods or classes of goods in connection with which he has desired the design or trade mark to be registered.”

25. After section 102 of the principal Act the following section shall be added and numbered 102A ; namely, Proceedings of Board of Trade.

“(1) All things required or authorised under this Act to be done by, to, or before the Board of Trade, may be done by, to, or before the President or a secretary or an assistant secretary of the Board.

“(2) All documents purporting to be orders made by the Board of Trade and to be sealed with the seal of the Board, or to be signed by a secretary or assistant secretary of the Board, or by any person authorised in that behalf by the President of the Board, shall be received in evidence, and shall be deemed to be such orders without further proof, unless the contrary is shown.

“(3) A certificate, signed by the President of the Board of Trade, that any order made or act done is the order or act of the Board, shall be conclusive evidence of the fact so certified.”

26. After section 112 of the principal Act the following section shall be added and numbered 112A ; namely, Jurisdiction of Lancashire Palatine Court.

“The Court of Chancery of the County Palatine of Lancaster shall, with respect to any action or other proceeding in relation

to trade marks, the registration whereof is applied for in the Manchester office, have the like jurisdiction under this Act as her Majesty's High Court of Justice in England, and the expression 'the court' in this Act shall be construed and have effect accordingly.

"Provided that every decision of the Court of Chancery of the County Palatine of Lancaster in pursuance of this section shall be subject to the like appeal as decisions of that Court in other cases."

Construction
of principal
Act.

27. The principal Act shall, as from the commencement of this Act, take effect subject to the additions, omissions, and substitutions required by this Act, but nothing in this Act shall affect the validity of any act done, right acquired, or liability incurred before the commencement of this Act.

Commencement
of act.

28. This Act shall, except so far as is by this Act otherwise specially provided, commence and come into operation on the first day of January, one thousand eight hundred and eighty-nine.

Short title.

29. This Act may be cited as the Patents, Designs, and Trade Marks Act, 1888, and this Act and the Patents, Designs, and Trade Marks Acts, 1883 to 1886, may be cited collectively as the Patents, Designs, and Trade Marks Acts, 1883 to 1888.

APPENDIX B.

INTERNATIONAL CONVENTION FOR THE PROTECTION OF INDUSTRIAL PROPERTY.

SIGNED AT PARIS, MARCH 20, 1883.

[*Ratifications exchanged at Paris, June 6, 1884.*]

I.—*International Convention.*

HIS Majesty the King of the Belgians, his Majesty the Emperor of Brazil, his Majesty the King of Spain, the President of the French Republic, the President of the Republic of Guatemala, his Majesty the King of Italy, his Majesty the King of the Netherlands, his Majesty the King of Portugal and the Algarves, the President of the Republic of Salvador, his Majesty the King of Servia, and the Federal Council of the Swiss Confederation.

Being equally animated with the desire to secure, by mutual agreement, complete and effectual protection for the industry and commerce of their respective subjects and citizens, and to provide a guarantee for the rights of inventors, and for the loyalty of commercial transactions, have resolved to conclude a convention to that effect, and have named as their plenipotentiaries, that is to say :—

His Majesty the King of the Belgians : the Baron Beyens, Grand Officer of His Majesty's Royal Order of Leopold, Grand Officer of the Legion of Honour, his Majesty's Envoy Extraordinary and Minister Plenipotentiary at Paris, &c. ;

His Majesty the Emperor of Brazil : M. Jules Constant, Count de Villeneuve, member of his Majesty's Council, his Majesty's Envoy Extraordinary and Minister Plenipotentiary at the Court of his Majesty the King of the Belgians, Commander of the Order of Christ, Officer of his Majesty's Order of the Rose, Chevalier of the Legion of Honour, &c. ;

His Majesty the King of Spain : his Excellency the Duke

de Fernan-Nuñez, de Montellano et del Arco, Count de Cervellon, Marquis de Almonacir, Grandeo of Spain First Class, Chevalier of the Distinguished Order of the Golden Fleece, Grand Cross of the Order of Charles III., Chevalier de Calatrava, Grand Cross of the Legion of Honour, Senator of the Kingdom, his Majesty's Ambassador Extraordinary and Plenipotentiary at Paris, &c. ;

The President of the French Republic : M. Paul Challemel-Lacour, Senator, Minister for Foreign Affairs ; M. Hérisson, Deputy, Minister of Commerce ; M. Charles Jagerschmidt, Minister Plenipotentiary of the First Class, Officer of the National Order of the Legion of Honour, &c. ;

The President of the Republic of Guatemala : M. Crisanto-Medina, Officer of the Legion of Honour, his Envoy Extraordinary and Minister Plenipotentiary at Paris, &c.

His Majesty the King of Italy : M. Constantin Ressaun, Commander of his Majesty's Orders of Saints Maurice and Lazarus, and of the Crown of Italy, Commander of the Legion of Honour, Councillor of the Italian Embassy at Paris, &c. ;

His Majesty the King of the Netherlands : the Baron de Zuylen de Nyevelt, Commander of his Majesty's Order of the Netherlands Lion, Grand Cross of his Majesty's Grand Ducal Order of the Oaken Crown, and of the Golden Lion of Nassau, Grand Officer of the Legion of Honour, his Majesty's Envoy Extraordinary and Minister Plenipotentiary at Paris, &c. ;

His Majesty the King of Portugal and the Algarves : M. Jose da Silva Mendes Leal, Councillor of State, Peer of the Realm, Minister and Honorary Secretary of State, Grand Cross of the Order of St. James, Chevalier of the Order of the Tower and Sword of Portugal, Grand Officer of the Legion of Honour, his Majesty's Envoy Extraordinary and Minister Plenipotentiary at Paris, &c. ; M. Fernand de Azevedo, Officer of the Legion of Honour, First Secretary of the Portuguese Legation at Paris, &c. ;

The President of the Republic of Salvador : M. Torres-Cañedo, corresponding member of the French Institute, Grand Officer of the Legion of Honour, his Envoy Extraordinary and Minister Plenipotentiary at Paris, &c. ;

His Majesty the King of Servia : M. Sima M. Marinovitch,

Chargé d'Affaires of Servia *ad interim*, Chevalier of the Royal Order of Takovo, &c. ;

And the Federal Council of the Swiss Confederation :
M. Charles Edouard Lardy, Envoy Extraordinary and Minister Plenipotentiary at Paris, &c. ; M. J. Weibel, Engineer at Geneva, President of the Swiss Section of the Permanent Commission for the Protection of Industrial Property :

Who, having communicated to each other their respective full powers found in good and due form, have agreed upon the following Articles :—

ARTICLE I.

The Governments of Belgium, Brazil, Spain, France, Guatemala, Italy, Holland, Portugal, Salvador, Servia, and Switzerland constitute themselves into a union for the protection of industrial property.

ARTICLE II.

The subjects or citizens of each of the contracting states shall, in all the other states of the union, as regards patents, industrial designs or models, trade-marks and trade names, enjoy the advantages that their respective laws now grant, or shall hereafter grant, to their own subjects or citizens.

Consequently they shall have the same protection as the latter, and the same legal remedy against any infringement of their rights, provided they observe the formalities and conditions imposed on subjects or citizens by the internal legislation of each state.

ARTICLE III.

Subjects or citizens of states not forming part of the union, who are domiciled or have industrial or commercial establishments in the territory of any of the states of the union, shall be assimilated to the subjects or citizens of the contracting states.

ARTICLE IV.

Any person who has duly applied for a patent, industrial design or model, or trade-mark in one of the contracting states, shall enjoy, as regards registration in the other states, and reserving the rights of third parties, a right of priority during the periods hereinafter stated.

Consequently, subsequent registration in any of the other states of the union before expiry of these periods shall not be invalidated through any acts accomplished in the interval, either, for instance, by another registration, by publication of the invention, or by the working of it by a third party, by the sale of copies of the design or model, or by use of the trade-mark.

The above-mentioned terms of priority shall be six months for patents, and three months for industrial designs and models and trade-marks. A month longer is allowed for countries beyond sea.

ARTICLE V.

The introduction by the patentee into the country where the patent has been granted of objects manufactured in any of the states of the union shall not entail forfeiture.

Nevertheless, the patentee shall remain bound to work his patent in conformity with the laws of the country into which he introduces the patented objects.

ARTICLE VI.

Every trade-mark duly registered in the country of origin shall be admitted for registration, and protected in the form originally registered in all the other countries of the union.

That country shall be deemed the country of origin where the applicant has his chief seat of business.

If this chief seat of business is not situated in one of the countries of the union, the country to which the applicant belongs shall be deemed the country of origin.

Registration may be refused if the object for which it is solicited is considered contrary to morality or public order.

ARTICLE VII.

The nature of the goods on which the trade-mark is to be used can in no case be an obstacle to the registration of the trade-mark.

ARTICLE VIII.

A trade name shall be protected in all the countries of the union, without necessity of registration, whether it form part or not of a trade-mark.

ARTICLE IX.

All goods illegally bearing a trade-mark or trade name may be seized on importation into those states of the union where this mark or name has a right to legal protection.

The seizure shall be effected at the request of either the proper public department or of the interested party, pursuant to the internal legislation of each country.

ARTICLE X.

The provisions of the preceding article shall apply to all goods falsely bearing the name of any locality as indication of the place of origin, when such indication is associated with a trade name of a fictitious character, or assumed with a fraudulent intention.

Any manufacturer of or trader in such goods, established in the locality falsely designated as the place of origin, shall be deemed an interested party.

ARTICLE XI.

The high contracting parties agree to grant temporary protection to patentable inventions, to industrial designs or models, and trade-marks, for articles exhibited at official or officially recognized international exhibitions.

ARTICLE XII.

Each of the high contracting parties agrees to establish a special government department for industrial property, and a central office for communication to the public of patents, industrial designs or models, and trade-marks.

ARTICLE XIII.

An international office shall be organized under the name of "Bureau International de l'Union pour la Protection de la Propriété Industrielle" (International Office of the Union for the Protection of Industrial Property).

This office, the expense of which shall be defrayed by the governments of all the contracting states, shall be placed under the high authority of the central administration of the Swiss Confederation, and shall work under its supervision. Its functions shall be determined by agreement between the states of the union.

APPENDIX B.

ARTICLE XIV.

The present Convention shall be submitted to periodical revisions, with a view to introducing improvements calculated to perfect the system of the union.

To this end conferences shall be successively held in one of the contracting states by delegates of the said states. The next meeting shall take place in 1885 at Rome.

ARTICLE XV.

It is agreed that the high contracting parties respectively reserve to themselves the right to make separately, as between themselves, special arrangements for the protection of industrial property, in so far as such arrangements do not contravene the provisions of the present Convention.

ARTICLE XVI.

States which have not taken part in the present Convention shall be permitted to adhere to it at their request.

Such adhesion shall be notified officially through the diplomatic channel to the government of the Swiss Confederation, and by the latter to all the others. It shall imply complete accession to all the clauses, and admission to all the advantages stipulated by the present Convention.

ARTICLE XVII.

The execution of the reciprocal engagements contained in the present Convention is subordinated, in so far as necessary, to the observance of the formalities and rules established by the constitutional laws of those of the high contracting parties who are bound to procure the application of the same, which they engage to do with as little delay as possible.

ARTICLE XVIII.

The present Convention shall come into operation one month after the exchange of ratifications, and shall remain in force for an unlimited time, till the expiry of one year from the date of its denunciation. This denunciation shall be addressed to the government commissioned to receive adhesions. It shall only affect the denouncing state, the

Convention remaining in operation as regards the other contracting parties.

ARTICLE XIX.

The present Convention shall be ratified, and the ratifications exchanged in Paris, within one year at the latest.

In witness whereof the respective Plenipotentiaries have signed the same, and have affixed thereto their seals.

Done at Paris the 20th March, 1883.

(Signed)

(L.S.)	BEYENS.
(L.S.)	VILLENEUVE.
(L.S.)	DUC DE FERNAN-NUNEZ.
(L.S.)	P. CHALLEMEL-LACOUR.
(L.S.)	CH. HERISSON.
(L.S.)	CH. JAGERSCHMIDT.
(L.S.)	CRISANTO-MEDINA.
(L.S.)	RESSMAN.
(L.S.)	BARON DE ZUYLEN DE NYEVELT.
(L.S.)	JOSE DA SILVA MENDES LEAL.
(L.S.)	F. D'AZEVEDO.
(L.S.)	J.-M. TORRES-CAICEDO.
(L.S.)	SIMA M. MARINOVITCH.
(L.S.)	LARDY.
(L.S.)	J. WEIBEL.

II.—*Final Protocol.*

ON proceeding to the signature of the Convention concluded this day between the Governments of Belgium, Brazil, Spain, France, Guatemala, Italy, the Netherlands, Portugal, Salvador, Servia, and Switzerland, for the protection of industrial property, the undersigned Plenipotentiaries have agreed as follows:—

(1) The words "industrial property" are to be understood in their broadest sense; they are not to apply simply to industrial products, properly so called, but also to agricultural products (wines, corn, fruits, cattle, &c.), and to mineral products employed in commerce (mineral waters, &c.).

(2) Under the word "patents" are comprised the various

These co-efficients will be multiplied by the number of states in each class, and the sum of the result thus obtained will supply the number of units by which the total expense has to be divided. The quotient will give the amount of the unit of expense.

The contracting states are classed as follows, with regard to the division of expense :—

1st class . . .	France, Italy.
2nd class . . .	Spain.
3rd class . . .	Belgium, Brazil, Portugal, Switzerland.
4th class . . .	Holland.
5th class . . .	Servia.
6th class . . .	Guatemala, Salvador.

The Swiss Government will superintend the expenses of the international office, advance the necessary funds, and render an annual account, which will be communicated to all the other administrations.

The international office will centralize information of every kind relating to the protection of industrial property, and will bring it together in the form of a general statistical statement which will be distributed to all the administrations. It will interest itself in all matters of common utility to the union, and will edit, with the help of the documents supplied to it by the various administrations, a periodical paper in the French language dealing with questions regarding the object of the union.

The numbers of this paper, as well as all the documents published by the international office, will be circulated among the administrations of the states of the union in the proportion of the number of contributing units as mentioned above. Such further copies as may be desired either by the said administrations, or by societies or private persons, will be paid for separately.

The international office shall at all times hold itself at the service of members of the union, in order to supply them with any special information they may need on questions relating to the international system of industrial property.

The administration of the country in which the next conference is to be held will make preparations for the trans-

actions of that conference, with the assistance of the international office.

The director of the international office will be present at the meetings of the conferences, and will take part in the discussions, but without the privilege of voting.

He will furnish an annual report upon his administration of the office, which shall be communicated to all the members of the union.

The official language of the international office will be French.

(7) The present final protocol, which shall be ratified together with the Convention concluded this day, shall be considered as forming an integral part of, and shall have the same force, validity, and duration as, the said Convention.

In witness whereof the undersigned Plenipotentiaries have drawn up the present protocol.

(Signed)

BEYENS.

VILLENEUVE.

DUC DE FERNAN-NUNEZ.

P. CHALLEMEL-LACOUR.

CH. HERISSON.

CH. JAGERSCHMIDT.

CRISANTO-MEDINA.

RESSMAN.

BARON DE ZUYLEN DE NYEVELT.

JOSE DA SILVA MENDES LEAL.

F. D'AZEVEDO.

J.-M. TORRES-CAICEDO.

SINA M. MARINOVITCH.

LARDY.

J. WEIBEL.

III.—Accession of her Majesty's Government to the Convention signed at Paris, March 20, 1883.

THE undersigned, Ambassador Extraordinary and Plenipotentiary of her Majesty the Queen of the United Kingdom of Great Britain and Ireland to the French Republic, declares

that her Britannic Majesty, having had the International Convention for the protection of industrial property, concluded at Paris on the 20th March, 1883, and the protocol relating thereto, signed on the same date, laid before her, and availing herself of the right reserved by Article XVI. of that Convention to states not parties to the original Convention, accedes, on behalf of the United Kingdom of Great Britain and Ireland, to the said International Convention for the protection of industrial property, and to the said protocol, which are to be considered as inserted word for word in the present declaration, and formally engages, as far as regards the President of the French Republic and the other high contracting parties, to co-operate on her part in the execution of the stipulations contained in the Convention and protocol aforesaid.

The undersigned makes this declaration on the part of her Britannic Majesty with the express understanding that power is reserved to her Britannic Majesty to accede to the Convention on behalf of the Isle of Man and the Channel Islands, and any of her Majesty's possessions, on due notice to that effect being given through her Majesty's Government.

In witness whereof the undersigned, duly authorized, has signed the present declaration of accession, and has affixed thereto the seal of his arms.

Done at Paris, on the 17th day of March, 1884.

(Signed) (L.S.) LYONS.

IV.—*Declaration of acceptance of Accession.*

HER Majesty the Queen of the United Kingdom of Great Britain and Ireland, having acceded to the International Convention relative to the protection of industrial property, concluded at Paris, March 20, 1883, together with a protocol, dated the same day, by the declaration of accession delivered by her ambassador extraordinary and plenipotentiary to the Government of the French Republic; the text of which declaration is word for word as follows :—

(Here is inserted the text of No. III. in English.)

The President of the French Republic has authorized the undersigned, President of the Council, Minister for Foreign Affairs, to formally accept the said accession, together with the reserves which are contained in it concerning the Isle of Man, the Channel Islands, and all other possessions of her Britannic Majesty, engaging as well in his own name as in that of the other high contracting parties to assist in the accomplishment of the obligations stipulated in the Convention and the protocol thereto annexed, which may concern the United Kingdom of Great Britain and Ireland.

In witness whereof the undersigned, duly authorized, has drawn up the present declaration of acceptance, and has affixed thereto his seal.

Done at Paris, the 2nd April, 1884.

(L.S.) (Signed) JULES FERRY.

APPENDIX C.

I.—PATENTS RULES, 1890.

By virtue of the provisions of the Patents, Designs and Trade Marks Acts, 1888 to 1888, the Board of Trade do hereby make the following rules :

SHORT TITLE.

1. These rules may be cited as the Patents Rules, 1890. Short title.

COMMENCEMENT.

2. These rules shall come into operation from and immediately after the 31st day of March, 1890. Commencement.

INTERPRETATION.

3. In the construction of these rules, any words herein used defined by the said Acts shall have the meanings thereby assigned to them respectively. Interpretation.

FEEs.

4. The fees to be paid under the above-mentioned Acts shall be those specified in the list of fees in the first schedule to these rules. Fees.

FORMS.

5. The forms A, B, and C in the first schedule to the Act of 1888 shall be altered or amended by the substitution therefor of the Forms A, A1, A2, B, and C in the second schedule to these rules. Forms alterations.

- 6.—(1) An application for a patent containing a declaration mentioned in sub-section 2 of section 5 of the Act of 1888 and section 2 of the Act of 1885 shall be made either in the Form A or the Form A1, or the Form A2, set forth in the second schedule to these rules as the case may be. Application.

- (2) The form B in such schedule of provisional specifications. Specification.

tion and the Form C of complete specification shall respectively be used.

Other forms.

(8) The remaining forms other than A, A1, A2, B, and C, set forth in the second schedule to these rules, may, as far as they are applicable, be used in any proceedings under these rules.

GENERAL.

Hours of business.

7. The Patent Office shall be open to the public every week day between the hours of ten and four, except on the days and times following :

Christmas Day.

Good Friday.

The day observed as her Majesty's birthday.

The days observed as days of public fast or thanksgiving, or as holidays at the Bank of England [p. 131].

Agency.

8. An application for a patent must be signed by the applicant, but all other communications between the applicant and the comptroller and all attendances by the applicant upon the comptroller may be made by or through an agent duly authorised to the satisfaction of the comptroller, and if he so require, resident in the United Kingdom [p. 126].

Statement of address.

9. The application shall be accompanied by a statement of an address to which all notices, requisitions, and communications of every kind may be made by the comptroller or by the Board of Trade, and such statement shall thereafter be binding upon the applicant unless and until a substituted statement of address shall be furnished by him to the comptroller. He may in any particular case require that the address mentioned in this rule be in the United Kingdom [p. 127].

Size, &c. of documents.

10. All documents and copies of documents, except statutory declarations and affidavits, sent to or left at the Patent Office or otherwise furnished to the comptroller or to the Board of Trade shall be written or printed in large and legible characters, and unless otherwise directed in the English language upon strong wide ruled paper (on one side only), of a size of thirteen inches by eight inches, leaving a margin of two inches on the left-hand part thereof, and the signature of the applicants or agents thereto must be written in a large and

legible hand. Duplicate documents shall at any time be left, if required by the comptroller [p. 127].

11. Before exercising any discretionary power given to the comptroller by the said Acts adversely to the applicant for a patent or for amendment of a specification, the comptroller shall give ten days' notice, or such longer notice as he may think fit, to the applicant of the time when he may be heard personally or by his agent before the comptroller. Statutory declarations and affidavits shall be in the form for the time being in use in the High Court of Justice [pp. 130, 153].

Exercise of discretionary power by Comptroller. Notice of hearing.

12. Within five days from the date when such notice would be delivered in the ordinary course of post, or such longer time as the comptroller may appoint in such notice, the applicant shall notify in writing to the comptroller whether or not he intends to be heard upon the matter [p. 153].

Notice by applicant.

13. Whether the applicant desires to be heard or not, the comptroller may at any time require him to submit a statement in writing within a time to be notified by the comptroller, or to attend before him and make oral explanations with respect to such matters as the comptroller may require [p. 153].

Comptroller may require statement, &c.

14. The decision or determination of the comptroller in the exercise of any such discretionary power as aforesaid shall be notified by him to the applicant, and any other person affected thereby [p. 153].

Decision to be notified to parties.

15. Any person desirous of exhibiting an invention at an industrial or international exhibition, or of publishing any description of the invention during the period of the holding of the exhibition, or of using the invention for the purpose of the exhibition in the place where the exhibition is held, shall, after the Board of Trade have issued a certificate that the exhibition is an industrial or international one, give to the comptroller notice in writing, of his intention to exhibit, publish, or use the invention, as the case may be.

Industrial or international exhibitions.

For the purpose of identifying the invention in the event of an application for a patent being subsequently made the applicant shall furnish to the comptroller a brief description of his invention, accompanied, if necessary, by drawings, and such other information as the comptroller may in each case require.

Power of amendment, &c.

16. Any document for the amending of which no special provision is made by the said Acts may be amended, and any irregularity in procedure, which in the opinion of the comptroller may be obviated without detriment to the interests of any person, may be corrected, if and on such terms as the comptroller may think fit [p. 155].

16A. Any application, notice, or other document authorised or required to be left, made, or given at the Patent Office, or to the comptroller, or to any other person under these rules, may be sent by a prepaid letter through the post, and if so sent shall be deemed to have been left, made, or given at the time when the letter containing the same would be delivered in the ordinary course of post. In proving such service or sending, it shall be sufficient to prove that the letter was properly addressed and put into the post [p. 127].

Manner in which, and persons before whom, declaration is to be taken.

17. The statutory declarations required by the said Acts and these rules, or used in any proceedings thereunder, shall be made and subscribed as follows :

- (a) In the United Kingdom, before any justice of the peace, or any commissioner or other officer authorised by law in any part of the United Kingdom to administer an oath for the purpose of any legal proceeding ;
- (b) In any other part of her Majesty's dominions, before any court, judge, justice of the peace, or any officer authorised by law to administer an oath there for the purpose of a legal proceeding ; and
- (c) If made out of her Majesty's dominions, before a British minister, or person exercising the functions of a British minister, or a consul, vice-consul, or other person exercising the functions of a British consul, or a notary public, or before a judge or magistrate [p. 127].

17A. Statutory declarations and affidavits shall be headed in the matter or matters to which they relate. They shall be divided into paragraphs consecutively numbered, and each paragraph shall so far as possible be confined to one subject [p. 127].

APPLICATION WITH PROVISIONAL OR COMPLETE SPECIFICATION.

Order of recording applications.

18. Applications for patents sent through the post shall, as

far as may be practicable, be opened and numbered in the order in which the letters containing the same have been respectively delivered in the ordinary course of post.

Applications left at the Patent Office otherwise than through the post shall be in like manner numbered in the order of their receipt at the Patent Office.

19. Where a person making application for a patent includes therein by mistake, inadvertence, or otherwise, more than one invention, he may, after the refusal of the comptroller to accept such application, amend the same so as to apply to one invention only, and may make application for separate patents for each such invention accordingly [p. 129].

Application for separate patents by way of amendment.

Every such application shall, if the applicant notify his desire to that effect to the comptroller, bear the date of the first application, and shall, together therewith, be proceeded with in the manner prescribed by the said Acts and by these rules, as if every such application had been originally made on that date.

20. An application for a patent by the legal representative of a person who has died possessed of an invention shall be accompanied by an official copy of or extract from his will, or the letters of administration granted of his estate and effects in proof of the applicant's title as such legal representative, and must be supported by such further evidence as the comptroller may require [p. 127].

Application by representative of deceased inventor.

21. On the acceptance of a provisional or complete specification the comptroller shall give notice thereof to the applicant, and shall advertise such acceptance in the official journal of the Patent Office [p. 132].

Notice and advertisement of acceptance.

22. Upon the publication of such advertisement of acceptance in the case of a complete specification, the application and specification or specifications with the drawings (if any) may be inspected at the Patent Office upon payment of the prescribed fee [p. 132].

Inspection on acceptance of complete specification.

APPLICATION ON COMMUNICATION FROM ABROAD.

23. An application for a patent for an invention communicated from abroad shall be made in the form A1 set forth in the second schedule to these rules.

Communication abroad.

INTERNATIONAL AND COLONIAL ARRANGEMENTS.

24. The term "foreign application" shall mean an application by any person for protection of his invention in a foreign state or British possession to which by any order of her Majesty in Council for the time being in force the provisions of section 103 of the Patents, Designs and Trade Marks Act, 1883, have been declared applicable.

25. An application in the United Kingdom for a patent for any invention in respect of which a foreign application has been made shall contain a declaration that such foreign application has been made and shall specify all the foreign states or British possessions in which foreign applications have been made and the official date or dates thereof respectively. The application must be made within seven months from the date of the first foreign application, and must be signed by the person or persons by whom such first foreign application was made. If such person, or any of such persons, be dead, the application must be signed by the legal personal representative of such dead person, as well as by the other applicants, if any.

26. The application in the United Kingdom shall be made in the Form A2 in the second schedule to these rules, and in addition to the specification, provisional or complete, left with such application must be accompanied by

(1) A copy or copies of the specification, and drawings or documents corresponding thereto, filed or deposited by the applicant in the Patent Office of the foreign state or British possession in respect of the first foreign application duly certified by the official, chief, or head of the Patent Office of such foreign state or British possessions as aforesaid, or otherwise verified to the satisfaction of the comptroller;

(2) A statutory declaration as to the identity of the invention in respect of which the application is made with the invention in respect of which the said first foreign application was made, and if the specification or document corresponding thereto be in a foreign language, a translation thereof shall be annexed to and verified by such statutory declaration.

27. On receipt of such application, together with the prescribed specification and the other document or documents

accompanying the same, required by the last preceding rule, and with such other proof (if any) as the comptroller may require of or relating to such foreign application or of the official date thereof, the comptroller shall make an entry of the applications in both countries and of the official dates of such applications respectively.

28. All further proceedings in connection with such application shall be taken within the times and in the manner prescribed by the Acts or rules for ordinary applications.

29. The patent shall be entered in the Register of Patents as dated of the date on which the first foreign application was made, and the payment of renewal fees, and the expiration of the patent, shall be reckoned as from the date of the first foreign application.

SIZES AND METHODS OF PREPARING DRAWINGS ACCOMPANYING PROVISIONAL OR COMPLETE SPECIFICATIONS.

30. The provisional or complete specification need not be accompanied by drawings if the specification sufficiently describes the invention without them, but if drawings are furnished, they should accompany the provisional or complete specification to which they refer, except in the case provided for by Rule 33. No drawing or sketch such as requires a special engraving for letter-press should appear in the specification itself. Drawings for specifications.

31. Drawings (if any) must be delivered at the Patent Office either in a flat state or on rollers so as to be free from folds, breaks, or creases.

They must be made on pure white, hot-pressed, rolled, or calendered drawing paper of smooth surface and good quality, and where possible without colour or Indian-ink washes. Requirements as to paper, &c.

They must be on sheets of one of the two following sizes (the smaller being preferable), 13 inches at the sides by 8 inches at the top and bottom, or 13 inches at the sides by 16 inches at the top and bottom, including margin, which must be half an inch wide. If there are more figures than can be shown on one of the smaller-sized sheets two or more of these sheets should be used in preference to employing the larger size. Size of drawings.
When an exceptionally large drawing is required it should be

continued on subsequent sheets. There is no limit to the number of sheets that may be sent in.

Quality of ink. To ensure their satisfactory reproduction, the drawings must be executed with *absolutely black Indian Ink*; the same strength and colour of *fine and shade lines* to be maintained throughout. Section lines, and lines for effect, or shading lines, must not be closely drawn. A specimen drawing is inserted in illustration of this requirement. Reference figures and letters must be bold, distinct, not less than one-eighth of an inch in height; and the same letters should be used in different views of the same parts. In cases of complicated drawings, the reference letters must be shown outside the figure, and connected with the part referred to by a fine line.

Scale of drawings. The scale adopted should be large enough to show clearly wherein the invention consists, and only so much of the apparatus, machine, &c. need be shown as affects this purpose. When the scale is shown on the drawing it should be denoted, *not* by words, but by a drawn scale, as illustrated in the specimen.

Drawings to bear name of applicant, &c. Drawings must bear the name of the applicant (and in the case of drawings left with a complete specification after a provisional specification, the number and year of the application) in the *left-hand top corner*; the number of sheets of drawings sent, and the number of each sheet in the *right-hand top corner*; and the signature of the applicant or his agent in the *right hand bottom corner*.

No written description of the invention should appear on the drawings.

Restrictions as to wood engravings. Wood engravings, or representations of the invention, other than the drawings prepared as above described, will not be received, unless of such a character as to be suitable for reproduction by the process of photo-lithography.

Copies of drawings. 32. A *facsimile* of the original drawings but *without* colour or Indian-ink washes, and prepared strictly in accordance with the regulations prescribed in Rule 31, must accompany the originals, and be marked "true copy."

Provisional drawings used for complete specification. 33. If an applicant desires to adopt the drawings lodged with his provisional specification as the drawings for his complete specification, he should refer to them as those "left with the provisional specification."

Notice of opposition. 34. A notice of opposition to the grant of a patent shall be

Specimen drawing for Specifications

Border line $\frac{1}{2}$ an inch from edge of paper

A. D. N.

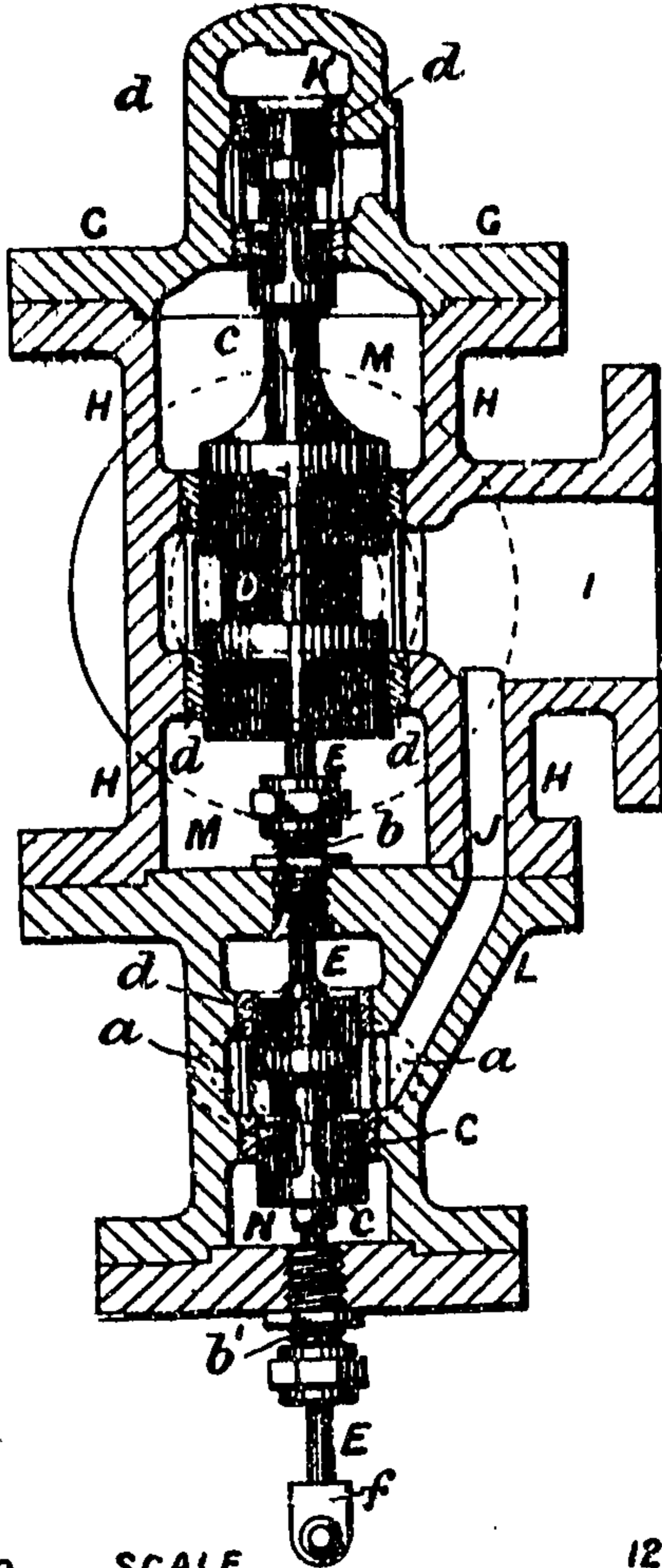
No.

(..... Sheets)

Smith's Specification.

Sheet

FIG. 1.



Border line $\frac{1}{2}$ an inch from edge of paper

Border line $\frac{1}{2}$ an inch from edge of paper

INS 0 SCALE. 12 INS.

Gas Smith (Applicant)
 or Jones & Co.
 Agents for Applicant.

Border line $\frac{1}{2}$ an inch from edge of paper.

Size of paper for Specification drawing. { 13 inches by 8 inches.
 or
 13 16 inches

on Form D, and shall state the ground or grounds on which the person giving such notice (hereinafter in Rules 37, 38, 41, and 43 called the opponent) intends to oppose the grant, and must be signed by him. Such notice shall state his address for service in the United Kingdom, and shall be accompanied by an unstamped copy [p. 136].

Copy for applicant.

35. On receipt of such notice the copy thereof shall be transmitted by the comptroller to the applicant [p. 136].

Particulars of prior patent.

36. Where the ground or one of the grounds of opposition is that the invention has been patented in this country on an application of prior date, the number and date of such prior application shall be specified in the notice [p. 136].

Opponent's evidence.

37. Within fourteen days after the expiration of two months from the date of the advertisement of the acceptance of a complete specification, the opponent may leave at the Patent Office statutory declarations in support of his opposition, and on so leaving shall deliver to the applicant a list thereof [p. 136].

Applicant's evidence.

38. Within fourteen days from the delivery of such list the applicant may leave at the Patent Office statutory declarations in answer, and on so leaving shall deliver to the opponent a list thereof, and within fourteen days from such delivery the opponent may leave at the Patent Office his statutory declarations in reply, and on so leaving shall deliver to the applicant a list thereof. Such last-mentioned declarations shall be confined to matters strictly in reply [p. 136].

Evidence in reply.

Copies of the declarations mentioned in this and the last preceding rule may be obtained either from the Patent Office or from the opposite party.

Closing of evidence.

39. No further evidence shall be left on either side except by leave of the comptroller upon the written consent of the parties duly notified to him, or by special leave of the comptroller on application in writing made to him for that purpose [p. 136].

40. Either party making such application shall give notice thereof to the opposite party, who shall be entitled to oppose the application.

Notice of hearing.

41. On completion of the evidence, or at such other time as he may see fit, the comptroller shall appoint a time for the hearing of the case, and shall give the parties ten days' notice at the least of such appointment. If the applicant or oppo-

ment desires to be heard he must forthwith send the comptroller an application on Form E. The comptroller may refuse to hear either party who has not sent such application for hearing. If neither party applies to be heard the comptroller shall decide the case and notify his decision to the parties.

42. On the hearing of the case no opposition shall be allowed in respect of any ground not stated in the notice of opposition, and where the ground or one of the grounds is that the invention has been patented in this country on an application of prior date, the opposition shall not be allowed upon such ground unless the number and date of such prior application shall have been duly specified in the notice of opposition. Disallowance of opposition in certain cases.

43. Where the ground of an opposition is that the applicant has obtained the invention from the opponent, or from a person of whom such opponent is the legal representative, unless evidence in support of such allegation be left at the Patent Office within the time prescribed by these rules, the opposition shall be deemed to be abandoned, and a patent shall be sealed forthwith.

44. The decision of the comptroller, after hearing any party who applies under Rule 41, shall be notified by him to the parties. Decision to be notified to parties.

CERTIFICATES OF PAYMENT OR RENEWAL.

45. *If a patentee intends at the expiration of the fourth or eighth year from the date of his patent to keep the same in force, he shall, before the expiration of such fourth or eighth year, as the case may be, subject as hereinafter provided, pay the prescribed fee of 50l. or 100l., as the case may be.* Repealed—P. R. 1892

46. *In the case of patents granted before the commencement of the said Acts, the above rule shall be read as if the words "seventh year" were therein written instead of the words "eighth year."*

47. *If the patentee intends to pay annual fees in lieu of the above mentioned fees of 50l. and 100l., he shall, before the expiration of the fourth and each succeeding year during the term of the patent, until and inclusive of the 13th year thereof, pay the prescribed fee.*

The form J in the second schedule, duly stamped, should be

used for the purpose of this and the payment referred to in rule 45.

Certificate of payment.

48. On due compliance with these rules, and as soon as may be after such respective periods as aforesaid, or any enlargement thereof respectively duly granted, the comptroller shall issue a certificate that the prescribed payment has been duly made.

ENLARGEMENT OF TIME.

Enlargement of time for payments.

49. An application for an enlargement of the time for making a prescribed payment shall state in detail the circumstances in which the patentee by accident, mistake, or inadvertence has failed to make such payment, and the comptroller may require the patentee to substantiate by such proof as he may think necessary the allegations contained in the application for enlargement.

Extension of time for leaving and accepting complete specification.

50. An application for enlargement of time for leaving or accepting a complete specification shall state in detail in what circumstances and upon what grounds such extension is applied for, and the comptroller may require the applicant to substantiate such allegations by such proof as the comptroller may think necessary [p. 131].

In other cases.

51. The time prescribed by these rules for doing any act, or taking any proceeding thereunder, may be enlarged by the comptroller if he think fit, and upon such notice to other parties and proceedings thereon, and upon such terms, as he may direct [p. 131].

AMENDMENT OF SPECIFICATION [p. 152, *et seq.*].

Request for leave to amend.

52. A request for leave to amend a specification must be signed by the applicant or patentee (hereinafter in Rules 54, 55, and 58 called the applicant), and accompanied by a duly certified printed copy of the original specification and drawings, showing in red ink the proposed amendment, and shall be advertised by publication of the request and the nature of the proposed amendment in the official journal of the Patent Office, and in such other manner (if any) as the comptroller may in each case direct.

Advertisement.

Notice of opposition.

53. A notice of opposition to the amendment shall state the ground or grounds on which the person giving such

notice (hereinafter called the opponent) intends to oppose the amendment, and must be signed by him. Such notice shall state his address for service in the United Kingdom, and shall be accompanied by an unstamped copy [p. 158].

54. On receipt of such notice the copy thereof shall be transmitted by the comptroller to the applicant [p. 158]. Copy for the applicant.

55. Within fourteen days after the expiration of one month from the first advertisement of the application for leave to amend, the opponent may leave at the Patent Office statutory declarations in support of his opposition, and on so leaving shall deliver to the applicant a list thereof [p. 159]. Opponent's evidence.

56. Upon such declarations being left, and such list being delivered, the provisions of Rules 38, 39, 40, 41, and 44 shall apply to the case, and the further proceedings therein shall be regulated in accordance with such provisions as if they were here repeated [p. 159]. Further proceedings.

57. Where leave to amend is given the applicant shall, if the comptroller so require, and within a time to be limited by him, leave at the Patent Office a new specification and drawings as amended, to be prepared in accordance with Rules 10, 30, and 31. Requirements thereon.

58. Where a request for leave to amend is made by or in pursuance of an order of the Court or a judge, an official or verified copy of the order shall be left with the request at the Patent Office. Leave by order of Court.

59. Every amendment of a specification shall be forthwith advertised by the comptroller in the official journal of the Patent Office, and in such other manner (if any) as the comptroller may direct [p. 174]. Advertisement of amendment.

COMPULSORY LICENSES [p. 181].

60. A petition to the Board of Trade for an order upon a patentee to grant a license shall show clearly the nature of the petitioner's interest, and the ground or grounds upon which he claims to be entitled to relief, and shall state in detail the circumstances of the case, the terms upon which he asks that an order may be made, and the purport of such order. Petition for compulsory grant of licenses.

61. The petition and an examined copy thereof shall be left at the Patent Office, accompanied by the affidavits, or statutory declarations, and other documentary evidence (if To be left with evidence at Patent Office.

any) tendered by the petitioner in proof of the alleged default of the patentee.

Directions as to further proceedings unless petition refused.

62. Upon perusing the petition and evidence, unless the Board of Trade shall be of opinion that the order should be at once refused, they may require the petitioner to attend before the comptroller, or other person or persons appointed by them, to receive his or their directions as to further proceedings upon the petition.

Procedure.

63. If and when a *prima facie* case for relief has been made out to the satisfaction of the Board of Trade, the petitioner shall upon their requisition, and on or before a day to be named by them, deliver to the patentee copies of the petition and of the affidavits or statutory declarations and other documentary evidence (if any) tendered in support thereof.

Petitioner's evidence.

Patentee's evidence.

64. Within fourteen days after the day of such delivery the patentee shall leave at the Patent Office his affidavits or statutory declarations in opposition to the petition, and deliver copies thereof to the petitioner.

Evidence in reply.

65. The petitioner within fourteen days from such delivery shall leave at the Patent Office his affidavits, or statutory declarations in reply, and deliver copies thereof to the patentee; such last-mentioned affidavits or declarations shall be confined to matters strictly in reply.

Further proceedings.

66. Subject to any further directions which the Board of Trade may give the parties shall then be heard at such time, before such person or persons, in such manner, and in accordance with such procedure as the Board of Trade may, in the circumstances of the case, direct, but so that full opportunity shall be given to the patentee to show cause against the petition.

REGISTER OF PATENTS [pp. 185, 186].

Entry of grant.

67. Upon the sealing of a patent the comptroller shall cause to be entered in the Register of Patents the name, address, and description of the patentee as the grantee thereof, and the title of the invention.

Request for entry of subsequent proprietorship.

68. Where a person becomes entitled to a patent or to any share or interest therein, by assignment either throughout the United Kingdom and the Isle of Man, or for any place or places therein, or by transmission or other operation of law, a

request for the entry of his name in the register as such complete or partial proprietor of the patent, or of such share or interest therein, as the case may be, shall be addressed to the comptroller, and left at the Patent Office.

69. Such request shall in the case of individuals be made and signed by the person requiring to be registered as proprietor, or by his agent duly authorised to the satisfaction of the comptroller, and in the case of a body corporate by their agent, authorised in like manner. Signature of request.

70. Every such request shall state the name, address, and description of the person claiming to be entitled to the patent, or to any share or interest therein, as the case may be (hereinafter called the claimant), and the particulars of the assignment, transmission, or other operation of law, by virtue of which he requires to be entered in the register as proprietor, so as to show the manner in which, and the person or persons to whom, the patent, or such share or interest therein as aforesaid, has been assigned or transmitted. Particulars to be stated in request.

71. Every assignment and every other document containing, giving effect to, or being evidence of, the transmission of a patent or affecting the proprietorship thereof as claimed by such request, except such documents as are matters of record, shall be produced to the comptroller, together with the request above prescribed, and such other proof of title as he may require for his satisfaction. Production of documents of title and other proof.

As to a document which is a matter of record, an official or certified copy thereof shall in like manner be produced to the comptroller.

72. There shall also be left with the request an attested copy of the assignment or other document above required to be produced. Copies for Patent Office.

As to a document which is a matter of record, an official or certified copy shall be left with the request in lieu of an attested copy.

73. A body corporate may be registered as proprietor by its corporate name [p. 8]. Body corporate.

74. Where an order has been made by her Majesty in Council for the extension of a patent for a further term or for the grant of a new patent, or where an order has been made by the Court for the revocation of a patent or the recti- Entry of orders of the Privy Council or of the Court.

fication of the register under section 90 of the Act of 1888, or otherwise affecting the validity or proprietorship of the patent, the person in whose favour such order has been made shall forthwith leave at the Patent Office an office copy of such order. The register shall thereupon be rectified or the purport of such order shall otherwise be duly entered in the register, as the case may be [p. 218].

Entry of payment of fees on issue of certificate.

75. Upon the issue of a certificate of payment under Rule 48, the comptroller shall cause to be entered in the Register of Patents a record of the amount and date of payment of the fee on such certificate.

Entry of failure to pay fees.

76. If a patentee fails to make any prescribed payment within the prescribed time or any enlargement thereof duly granted, such failure shall be duly entered in the register.

Entry of licenses.

77. An attested copy of every license granted under a patent shall be left at the Patent Office by the licensee, with a request that a notification thereof may be entered in the register. The licensee shall cause the accuracy of such copy to be certified as the comptroller may direct, and the original license shall at the same time be produced and left at the Patent Office if required for further verification.

Hours of inspection of register.

78. The register of patents shall be open to the inspection of the public on every week day between the hours of ten and four, except on the days and the times following:—

- (a) Christmas Day, Good Friday, the day observed as her Majesty's birthday, days observed as days of public fast or thanksgiving, and days observed as holidays at the Bank of England; or
- (b) Days which may from time to time be notified by a placard posted in a conspicuous place at the Patent Office;
- (c) Times when the register is required for any purpose of official use.

Certified copies of documents.

79. Certified copies of any entry in the register, or certified copies of, or extracts from, patents, specifications, disclaimers, affidavits, statutory declarations, and other public documents in the Patent Office, or of or from registers and other books kept there, may be furnished by the comptroller on payment of the prescribed fee.

POWER TO DISPENSE WITH EVIDENCE, &c.

80. Where, under these rules, any person is required to do any act or thing, or to sign any document, or to make any declaration on behalf of himself or of any body corporate, or any document or evidence is required to be produced to or left with the comptroller, or at the Patent Office, and it is shown to the satisfaction of the comptroller that from any reasonable cause such person is unable to do such act or thing, or to sign such document, or make such declaration, or that such document or evidence cannot be produced or left as aforesaid, it shall be lawful for the comptroller, with the sanction of the Board of Trade, and upon the production of such other evidence, and subject to such terms as they may think fit, to dispense with any such act or thing, document, declaration, or evidence.

REPEAL.

81. All general rules heretofore made by the Board of Trade ^{Repeal.} under the Patents, Designs and Trade Marks Act, 1888 to 1888, and in force on the 31st day of March, 1890, shall be and they are hereby repealed as from that date, without prejudice, nevertheless, to anything done under such rules, or to any application then pending.

Dated the 31st day of March, 1890.

M. E. HICKS-BEACH,
President of the Board of Trade.

THE SECOND SCHEDULE (a).

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Patents, Designs and Trade Marks Acts, 1888 to 1888.

[PATENT.]

FORM A.

[To be accompanied by two copies of Form B. or of Form C.]

APPLICATION FOR PATENT.

[Here insert name and full address and calling of applicant or applicants]
do hereby declare that _____ in possession of an invention the title
of which is *[here insert title of invention]* that *[in the case of more than one*
applicant, state whether all, or if not, who is or are the inventor or
inventors] the true and first inventor _____ thereof; and that the

(a) First Schedule repealed by P. R. 1892 (Second Set).

same is not in use by any other person or persons to the best of
 knowledge and belief; and humbly pray that a
 Patent may be granted to for the said invention.

Dated day of 18 .

[To be signed by applicant or applicants.]

In the case of a Firm, each member of the Firm must sign.

NOTE.—Where application is made through an Agent (Rule 8), the authorization on the back (if used) should be signed by the applicant or applicants.

*To the Comptroller,
 Patent Office, 25, Southampton Buildings,
 Chancery Lane, London, W.C.*

For the convenience of applicants, suggested forms of authorization to an Agent and statement of address respectively are printed below.

(1.) *Where application is made through an Agent (Rule 8).*

hereby appoint or to act as
 Agent in respect of the within application for a Patent, and
 request that all notices, requisitions, and communications relating thereto
 may be sent to such Agent at the above address.

day of 18 .

[To be signed by applicant or applicants.]

(2.) *Where application is made without an Agent (Rule 9).*

hereby request that all notices, requisitions, and communi-
 cations in respect of the within application may be sent to
 at .

day of 18 .

[To be signed by applicant or applicants.]

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.]

FORM A1.

[To be accompanied by two copies of Form B. or of Form C.]

APPLICATION FOR PATENT FOR INVENTIONS COMMUNICATED FROM
 ABROAD.

I [here insert name, and full address, and calling of applicant] of
 in the county of do hereby declare that I am in
 possession of an invention the title of which is [here insert title of inven-
 tion] which invention has been communicated to me by [here insert name,
 address, and calling of communicant] that I claim to be the true and first
 inventor thereof: and that the same is not in use within the United
 Kingdom of Great Britain and Ireland and the Isle of Man by any other

person or persons to the best of my knowledge and belief; and I humbly pray that a patent may be granted to me for the said invention.

Dated day of 18 .
 [To be signed by applicant or applicants.]

NOTE.—Where application is made through an Agent (Rule 8) the authorization on the back (if used) should be signed by the applicant or applicants.

To the Comptroller,
 Patent Office, 25, Southampton Buildings,
 Chancery Lane, London, W.C.

For the convenience of applicants, suggested forms of authorization to an Agent and statement of address respectively are printed below.

(1.) *Where application is made through an Agent (Rule 8).*
 hereby appoint of to act as
 Agent in respect of the within application for a Patent, and
 request that all notices, requisitions, and communications relating thereto
 may be sent to such Agent at the above address.

day of , 18 .
 [To be signed by applicant or applicants.]

(2.) *Where application is made without an Agent (Rule 9).*
 hereby request that all notices, requisitions, and communica-
 tions in respect of the within application may be sent to
 at

day of 18 .
 [To be signed by applicant or applicants.]

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.]

FORM A2.

APPLICATION FOR PATENT UNDER INTERNATIONAL AND COLONIAL
 ARRANGEMENTS.

[Here insert name and full address and calling of applicant, or of each of the applicants] do hereby declare that I (or we) have made foreign applications for protection of my (or our) invention of [here insert title of invention] in the following Foreign States and on the following official dates, viz.: [here insert the names of each Foreign State followed by the official date of the application in each respectively] and in the following British Possessions and on the following official dates, viz.: [here insert the names of each British Possession followed by the official date of the application in each respectively].

That the said invention was not in use within the United Kingdom of Great Britain and Ireland and the Isle of Man by any other person or persons before the [here insert the official date of the earliest foreign application] to the best of knowledge, information, and belief, and
 humbly pray that a patent may be granted to
 for the said invention in priority to other applicants, and that such patent

shall have the date [here insert the official date of the earliest foreign application].

[Signature of applicant or of each of applicants.]

To the Comptroller,
 Patent Office, 25, Southampton Buildings,
 Chancery Lane, London, W.C.

To be issued with Form A, A1, or A2.]

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

FORM B.

PROVISIONAL SPECIFICATION.

(To be furnished in Duplicate.)

[Here insert title as in declaration] [here insert name, and full address and calling of applicant or applicants as in declaration] do hereby declare the nature of this invention to be as follows :—[here insert short description of invention].

NOTE.—No stamp is required on this document, which must form the commencement of the Provisional Specification; the continuation to be upon wide-ruled foolscap paper (but on one side only) with a margin of two inches on left hand of paper. The Provisional Specification and the “Duplicate” thereof must be signed by the applicant or his agent, on the last sheet, the date being first inserted as follows :

“Dated this day of 18 .”

To the Comptroller,
 Patent Office, 25, Southampton Buildings,
 Chancery Lane, London, W.C.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

Where Provisional Specification has been left, quote No. and date.

No. .
 Date .

[PATENT.]

FORM C.

COMPLETE SPECIFICATION.

(To be furnished in Duplicate—one unstamped.)

[Here insert title as in declaration] [here insert name, and full address and calling of applicant or applicants as in declaration] do hereby declare the nature of this invention and in what manner the same is to be performed, to be particularly described and ascertained in and by the following statement :—[here insert full description of invention, which must end with a distinct statement of claim or claims, in the following form :—

“Having now particularly described and ascertained the nature of my

said invention, and in what manner the same is to be performed, I declare that what I claim is

Here state distinctly the features of novelty claimed: 1. ;
2. ; 3. .]

NOTE.—This document must form the commencement of the Complete Specification; the continuation to be upon wide-ruled foolscap paper (but on one side only) with a margin of two inches on left hand of paper. The Complete Specification and the "Duplicate" thereof must be signed by the applicant, or his agent, on the last sheet, the date being first inserted as follows:

"Dated this day of 18 ."

To the Comptroller,
Patent Office, 25, Southampton Buildings,
Chancery Lane, London, W.C.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.]

FORM D.

FORM OF OPPOSITION TO GRANT OF PATENT.

[To be accompanied by an unstamped copy.]

I [here state name and full address] hereby give notice of my intention to oppose the grant of Letters Patent upon application No. of , applied for by upon the ground [here state upon which of the grounds of opposition permitted by section 11 of the Act the grant is opposed].

(Signed) [here insert signature of opponent].

To the Comptroller,
Patent Office, 25, Southampton Buildings,
Chancery Lane, London, W.C.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.]

FORM E.

FORM OF APPLICATION FOR HEARING BY THE COMPTROLLER.

In cases of refusal to accept, opposition, or applications for amendments, &c.

Sir,

of [here insert address] hereby apply to be heard in reference to and request that I may receive due notice of the day fixed for the hearing.

Sir,
Your obedient Servant

To the Comptroller,
Patent Office, 25, Southampton Buildings,
Chancery Lane, London, W.C.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.] FORM F.

FORM OF APPLICATION FOR AMENDMENT OF SPECIFICATION OR DRAWINGS.

[Here state name and full address of applicant or patentee] seek leave to amend the specification of Letters Patent No. of 188 , as shown in red ink in the copy of the original specification herewith annexed

My reasons for making this amendment are as follows [here state reasons for seeking amendment; and where the applicant is not the patentee, state what interest he possesses in the letters patent].

(Signed) [to be signed by applicant].

To the Comptroller,
Patent Office, 25, Southampton Buildings,
Chancery Lane, London, W.C.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.] FORM G.

FORM OF OPPOSITION TO AMENDMENT OF SPECIFICATION OR DRAWINGS.

[To be accompanied by an unstamped copy.]

[Here state name and full address of opponent] hereby give notice of objection to the proposed amendment of the specification or drawings of Letters Patent No. of 188 for the following reason: [here state reason of opposition].

(Signed)

To the Comptroller,
Patent Office, 25, Southampton Buildings,
Chancery Lane, London, W.C.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.] FORM H.

FORM OF APPLICATION FOR COMPULSORY GRANT OF LICENSE.

[To be accompanied by an unstamped copy.]

[Here state name and full address of applicant] hereby request you to bring to the notice of the Board of Trade the accompanying petition for the grant of a license to me by [here state name and address of patentee, and number and date of his patent].

(Signed)

NOTE.—The petition must clearly set forth the facts of the case and be accompanied by an examined copy thereof. See form next page.

To the Comptroller,
Patent Office, 25, Southampton Buildings,
Chancery Lane, London, W.C.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

FORM H1.

FORM OF PETITION FOR COMPULSORY GRANT OF LICENSES.

To the LORDS of the COMMITTEE of PRIVY COUNCIL for TRADE.

THE PETITION of [*here insert name, full address, and description*] of
in the county of _____, being a person interested in
the matter of this petition as hereinafter described :—

SHEWETH as follows :—

1. A patent dated _____ No. _____ was duly granted to
for an invention of [*here insert title of invention*].
2. The nature of my interest in the matter of this petition is as
follows :— [*here state fully the nature of petitioner's interest*].
3. [*Here state in detail the circumstances of the case under section 22 of
the said Act, and show that it arises by reason of the default of the patentee
to grant licenses on reasonable terms. The statement of the case should also
show as far as possible that the terms of the proposed order are just and
reasonable. The paragraphs should be numbered consecutively.*]

Having regard to the circumstances above stated, the petitioner alleges
that by reason of the aforesaid default of the patentee to grant licenses on
reasonable terms [*here state the ground or grounds on which relief is
claimed in the language of section 22, subsections (a), (b), or (c), as the case
may be.*

Your petitioner therefore prays that
an order may be made by the Board of
Trade [*here state the purport and effect
of the proposed order and the terms as to
the amount of royalties, security for pay-
ment, or otherwise, upon which the peti-
tioner claims to be entitled to the relief in
question*].

or that the petitioner may have such
other relief in the premises as the Board
of Trade may deem just.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.]

FORM I.

FORM OF OPPOSITION TO COMPULSORY GRANT OF LICENSE.

[*Here state name and full address*] hereby give notice of objection to the
application of _____ for the compulsory grant of a license under
Patent No. _____ of 188 _____.

(Signed)

To the Comptroller,
Patent Office, 25, Southampton Buildings,
Chancery Lane, London, W.C.

PATENTS RULES, 1890.

417

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

FORM J.

APPLICATION FOR CERTIFICATE OF PAYMENT OR RENEWAL.

hereby transmit the fee proscribed for the continuation in force of [*here insert name of patentee*] Patent No. _____, of 18 ____ for a further period of _____

Name [*here insert name and full address*].
Address _____

To the Comptroller,
Patent Office, 25, Southampton Buildings,
Chancery Lane, London, W.C.

(This part of the Form to be filled in at the Patent Office.)

[PATENT.] CERTIFICATE OF PAYMENT OR RENEWAL.

Letters Patent No. _____ of 188 ____ .

18 ____ .

This is to certify that _____ did this _____ day of _____ 18 ____, make the proscribed payment of £ _____ in respect of a period of _____ from _____ and that by virtue of such payment the rights of the patentee remain in force [*see section 17 of the Patents, Designs, and Trade Marks Act, 1883*].

(Seal.)

Patent Office, London.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.]

FORM K.

FORM OF APPLICATION FOR ENLARGEMENT OF TIME FOR PAYMENT OF RENEWAL FEE.

Sir,

I hereby apply for an enlargement of time for _____ month in which to make the _____ payment of £ _____ upon my Patent, No. _____ of 188 ____ .

The circumstances in which the payment was omitted are as follows :— [*see Rule 49*].

I am, Sir,

Your obedient Servant,

[*Here insert full address to which receipt is to be sent.*]

To the Comptroller,
Patent Office, 25, Southampton Buildings,
Chancery Lane, London, W.C.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.]

FORM L.

FORM OF REQUEST TO ENTER NAME UPON THE REGISTER OF PATENTS.

I [*or we*] [*here insert name, full address, and description*] hereby request that you will enter [*my or our*] name [*or names*] in the Register of Patents :—

[I or we] claim to be entitled [here insert the nature of the claim] of the Patent No. _____ of 188____, granted to [here give name and address, &c., of patentee or patentees] for [here insert title of the invention] by virtue of [here specify the particulars of such document, giving its date, and the parties to the same, and showing how the claim here made is substantiated].

And in proof whereof I transmit the accompanying [here insert the nature of the document] with an attested copy thereof [where any document which is a matter of record is required to be left, a certified or official copy in lieu of an attested copy must be left].

I am, Sir,
Your obedient Servant,

To the Comptroller,
Patent Office, 25, Southampton Buildings,
Chancery Lane, London, W.C.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.]

FORM M.

FORM OF REQUEST TO ENTER NOTIFICATION OF LICENSE IN THE REGISTER OF PATENTS.

Sir,

I hereby transmit an attested copy of a license granted to me by _____ under Patent No. _____ of 188____, as well as the original license for verification, and I have to request that a notification thereof may be entered in the Register.

I am, Sir,
Your obedient Servant,

[Here insert full address.]

To the Comptroller,
Patent Office, 25, Southampton Buildings,
Chancery Lane, London, W.C.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.]

FORM N.

APPLICATION FOR DUPLICATE OF PATENT.

Date

Sir,

I regret to have to inform you that the Letters Patent dated [here insert date, No., name, and full address of patentee] No. _____ granted to _____ for an invention of [here insert title of invention] have been [here insert the word "destroyed" or "lost," as the case may be].

I beg therefore to apply for the issue of a duplicate of such Letters Patent [here state interest possessed by applicant in the Letters Patent].

[Signature of Applicant.]

To the Comptroller,
Patent Office, 25, Southampton Buildings,
Chancery Lane, London, W.C.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.]

FORM O.

NOTICE OF INTENDED EXHIBITION OF AN UNPATENTED INVENTION.

[Here state name and full address of applicant] hereby give notice of my intention to exhibit a _____ of _____ at the Exhibition, which [state "opened" or "is to open"] of 18 _____, under the provisions of the Patents, Designs, and Trade Marks Act of 1883.

[Insert brief description of invention, with drawings if necessary] herewith enclose

(Signed)

To the Comptroller,
Patent Office, 25, Southampton Buildings,
Chancery Lane, London, W.C.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.]

FORM P.

FORM OF REQUEST FOR CORRECTION OF CLERICAL ERROR.

Sir,

I hereby request that the following clerical error [or errors] in the [here state whether in application, specification, or register] No. _____ of 18 _____, may be corrected in the manner shown in red ink in the certified copy of the original [here state whether in application, specification, or register] hereunto annexed.

Signature
Full Address

To the Comptroller,
Patent Office, 25, Southampton Buildings,
Chancery Lane, London, W.C.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.]

FORM Q.

CERTIFICATE OF COMPTROLLER-GENERAL.

Patent Office,
London,

18 .

I, _____, Comptroller-General of Patents, Designs, and Trade Marks, hereby certify _____.

To [here insert name and full address of person requiring the information].

T.

G G

APPENDIX C.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.]

FORM R.

FORM OF NOTICE FOR ALTERATION OF AN ADDRESS IN REGISTER.

Sir,

[Here state name or names and full address of applicant or applicants] hereby request that address now upon the Register may be altered as follows :—
[Here insert full address.]

Sir,

Your obedient Servant,

To the Comptroller,

Patent Office, 25, Southampton Buildings,
Chancery Lane, London, W.C.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.]

FORM S.

FORM OF APPLICATION FOR ENTRY OF ORDER OF PRIVY COUNCIL IN REGISTER.

[Here state name and full address of applicant] hereby transmit an office copy of an Order in Council with reference to [here state the purport of the order].

Sir,

Your obedient Servant,

To the Comptroller,

Patent Office, 25, Southampton Buildings,
Chancery Lane, London, W.C.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.]

FORM T.

FORM OF APPEAL TO LAW OFFICER.

I, [here insert name and full address of appellant] of [here insert name and full address of appellant] hereby give notice of my intention to appeal to the Law Officer from [here insert "the decision" or "that part of the decision," as the case may be] of the Comptroller of the day of _____, whereby he [here insert "refused [or allowed] application for Patent," or "refused [or allowed] application for leave to amend Patent," or otherwise, as the case may be] No. [insert number and year] of the year 18 [insert number and year].

Signature

Date

N.B.—This notice has to be sent to the Comptroller-General at the Patent Office, London, W.C., and a copy of same to the Law Officers' Clerk at Room 549, Royal Courts of Justice, London.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.]

FORM U.

FORM OF APPLICATION FOR EXTENSION OF TIME FOR LEAVING A
COMPLETE SPECIFICATION.

Sir,

hereby apply for extension of time for one month in which
to leave a Complete Specification upon application.

dated

The circumstances in and grounds upon which this extension is applied
for are as follows [see Rule 50] :—

Sir,

Your obedient Servant,

[To be signed by applicant or applicants,
or his or their agent.]

To the Comptroller,

Patent Office, 25, Southampton Buildings,
Chancery Lane, London, W.C.

Patents, Designs, and Trade Marks Acts, 1883 to 1888.

[PATENT.]

FORM V.

FORM OF APPLICATION FOR EXTENSION OF TIME FOR ACCEPTANCE OF
A COMPLETE SPECIFICATION.

Sir,

hereby apply for extension of time for month
for the acceptance of the Complete Specification upon application

No. dated

The circumstances in and grounds upon which this extension is applied
for are as follows [see Rule 50] :—

Sir,

Your obedient Servant,

[To be signed by applicant or applicants,
or his or their agent.]

To the Comptroller,

Patent Office, 25, Southampton Buildings,
Chancery Lane, London, W.C.

31st March, 1890.

M. E. HICKS-BEACH,
President of the Board of Trade.

PATENTS RULES, 1892
(SECOND SET).

By virtue of the provisions of the Patents, Designs, and Trade Marks Acts, 1883-88, the Board of Trade do hereby make the following Rules :—

SHORT TITLE.

1. These Rules may be cited as the Patents Rules, 1892 (Second Set).

COMMENCEMENT.

2. These Rules shall come into operation from and immediately after the 30th day of September, 1892.

CERTIFICATES OF PAYMENT ON RENEWAL.

3. Rules 45, 46, and 47 of the Patents Rules, 1890, are hereby repealed.

PAYMENT OF ANNUAL FEES FOR CONTINUANCE OF PATENT.

4. If a patentee intends at the expiration of the fourth year from the date of his patent to keep the same in force, he shall, before the expiration of the fourth and each succeeding year during the term of the patent, pay the prescribed fee. The patentee may pay the whole or any portion of the aggregate of such prescribed annual fees in advance.

The form J in the second schedule, duly stamped, should be used for the purpose of this payment.

FEES.

5. For the fees specified in the first schedule to the Patents Rules, 1890, shall be substituted the fees specified in the schedule hereto.

M. E. HICKS-BEACH,
President of the Board of Trade.

4th July, 1892.

SCHEDULE.

LIST OF FEES PAYABLE ON AND IN CONNEXION WITH LETTERS PATENT.

Up to Sealing.

	£	s.	d.	£	s.	d.
1. On application for provisional protection	1	0	0			
2. On filing complete specification	3	0	0			
	<hr style="width: 50%; margin-left: auto; margin-right: 0;"/>			4	0	0

or

3. On filing complete specification with first application	4	0	0
4. On appeal from comptroller to law officer. By appellant	3	0	0

5. On notice of opposition to grant of patent. By opponent	0	10	0
6. On hearing by comptroller. By applicant and by opponent respectively	1	0	0

On application to amend specification :—

7. Up to sealing. By applicant	1	10	0
8. After sealing. By patentee	3	0	0
9. On notice of opposition to amendment. By opponent	0	10	0
10. On hearing by comptroller. By applicant and by opponent respectively	1	0	0
11. On application to amend specification during action or proceeding. By patentee	3	0	0

12. On application to the Board of Trade for a compulsory licence. By person applying	5	0	0
13. On opposition to grant of compulsory licence. By patentee	5	0	0

On certificate of renewal :—

14. Before the expiration of the 4th year from the date of the patent and in respect of the 5th year	5	0	0
15. Before the expiration of the 5th year from the date of the patent and in respect of the 6th year	6	0	0
16. Before the expiration of the 6th year from the date of the patent and in respect of the 7th year	7	0	0
17. Before the expiration of the 7th year from the date of the patent and in respect of the 8th year	8	0	0
18. Before the expiration of the 8th year from the date of the patent and in respect of the 9th year	9	0	0
19. Before the expiration of the 9th year from the date of the patent and in respect of the 10th year	10	0	0
20. Before the expiration of the 10th year from the date of the patent and in respect of the 11th year	11	0	0

	£	s.	d.
21. Before the expiration of the 11th year from the date of the patent and in respect of the 12th year	12	0	0
22. Before the expiration of the 12th year from the date of the patent and in respect of the 13th year	18	0	0
23. Before the expiration of the 13th year from the date of the patent and in respect of the 14th year	14	0	0
On enlargement of time for payment of renewal fees :—			
24. Not exceeding one month	1	0	0
25. „ two months	3	0	0
26. „ three months	5	0	0
27. For every entry of an assignment, transmission, agreement, licence, or extension of patent	0	10	0
28. For duplicate of letters patent each	2	0	0
29. On notice to comptroller of intended exhibition of a patent under section 39	0	10	0
30. Search or inspection fee each	0	1	0
31. For office copies every 100 words (but never less than one shilling)	0	0	4
32. For office copies of drawings, cost according to agreement.			
33. For certifying office copies, MSS. or printed each	0	1	0
34. On request to comptroller to correct a clerical error up to sealing	0	5	0
after sealing.	1	0	0
35. For certificate of comptroller under section 93	0	5	0
36. For altering address in register	0	5	0
37. For enlargement of time for filing complete specification, not exceeding one month	2	0	0
38. For enlargement of time for acceptance of complete specification :—			
Not exceeding one month	2	0	0
„ two months	4	0	0
„ three months	6	0	0

M. E. HICKS-BEACH,
President of the Board of Trade.

4th July, 1892.

Approved :

SIDNEY HERBERT
HERBERT EUSTACE MAXWELL,
Lords Commissioners of
Her Majesty's Treasury.

II.—RULES REGULATING THE PRACTICE AND PROCEDURE ON APPEALS TO THE LAW OFFICERS.

I. When any person intends to appeal to the law officer from a decision of the comptroller in any case in which such appeal is given by the Acts, he shall within fourteen days from the date of the decision appealed against file in the Patent Office, a notice of such his intention [pp. 141, 168].

II. Such notice shall state the nature of the decision appealed against, and whether the appeal is from the whole, or part only, and if so, what part of such decision [p. 141].

III. A copy of such notice of intention to appeal shall be sent by the party so intending to appeal to the law officers' clerk, at room 549, Royal Courts of Justice, London; and when there has been an opposition before the comptroller, to the opponent or opponents; and when the comptroller has refused to seal a patent on the ground that a previous application for a patent for the same invention is pending, to the prior applicant [p. 141].

IV. Upon notice of appeal being filed, the comptroller shall forthwith transmit to the law officers' clerk all the papers relating to the matter of the application in respect of which such appeal is made [p. 141].

V. No appeal shall be entertained of which notice is not given within fourteen days from the date of the decision appealed against, or such further time as the comptroller may allow, except by special leave upon application to the law officer [p. 141].

VI. Seven days' notice, at least, of the time and place appointed for the hearing of any appeal, shall be given by the law officers' clerk, unless special leave be given by the law officer that any shorter notice be given.

VII. Such notice shall in all cases be given to the comptroller and the appellant; and, when there has been an opposition before the comptroller, to the opponent or opponents; and, when the comptroller has refused to seal a patent on the ground that an application for a patent for the same invention is pending, to the prior applicant.

VIII. The evidence used on appeal to the law officer shall be the same as that used at the hearing before the comptroller ; and no further evidence shall be given, save as to matters which have occurred or come to the knowledge of either party, after the date of the decision appealed against, except with the leave of the law officer upon application for that purpose [p. 141].

IX. The law officer shall, at the request of either party, order the attendance at the hearing on appeal, for the purpose of being cross-examined, of any person, who has made a declaration, in the matter to which the appeal relates, unless in the opinion of the law officer, there is good ground for not making such order [p. 141].

X. Any person requiring the attendance of a witness for cross-examination shall tender to the witness whose attendance is required a reasonable sum for conduct money.

XI. Where the law officer orders that costs shall be paid by any party to another, he may fix the amount of such costs, and if he shall not think fit to fix the amount thereof, he shall direct by whom and in what manner the amount of such costs shall be ascertained [p. 162].

XII. If any costs so ordered to be paid be not paid within fourteen days after the amount thereof has been so fixed or ascertained, or such shorter period as shall be directed by the law officer, the party to whom such costs are to be paid may apply to the law officer for an order for payment under the provisions of section 38 of the Act.

XIII. All documentary evidence required, or allowed by the law officer to be filed, shall be subject to the same regulations, in all respects, as apply to the procedure before the comptroller, and shall be filed in the Patent Office, unless the law officer shall order to the contrary.

XIV. Any notice or other document required to be given to the law officers' clerk, under these Rules, may be sent by a prepaid letter through the post.

HENRY JAMES, A.G.

FARRER HERSCHELL, S.G.

III.—RULES TO BE OBSERVED IN PROCEEDINGS BEFORE THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

Under the Act of the 5th and 6th Will. IV., intituled "An Act to Amend the Law touching LETTERS PATENT FOR INVENTIONS" (cap. 83).

RULE I.—A party intending to apply by petition, under section 2 of the said Act, shall give public notice by advertising in the *London Gazette* three times, and in three London papers, and three times in some country paper published in the town where or near to which he carries on any manufacture of anything made according to his specification, or near to or in which he resides, in case he carries on no such manufacture, or published in the county where he carries on such manufacture, or where he lives, in case there shall not be any paper published in such town, that he intends to petition his Majesty under the said section, and shall in such advertisements state the object of such petition, and give notice of the day on which he intends to apply for a time to be fixed for hearing the matter of his petition (which day shall not be less than four weeks from the date of the publication of the last of the advertisements to be inserted in the *London Gazette*), and that on or before such day notice must be given of any opposition intended to be made to the petition; and any person intending to oppose the said application shall lodge notice to that effect at the council office, on or before such day so named in the said advertisements, and having lodged such notice, shall be entitled to have from the petitioner four weeks' notice of the time appointed for the hearing.

RULE II.—A party intending to apply by petition, under section 4 of the said Act, shall in the advertisements directed to be published by the said section, give notice of the day on which he intends to apply for a time to be fixed for hearing the matter of his petition (which day shall not be less than four weeks from the date of the publication of the last of the advertisements to be inserted in the *London Gazette*), and that on or before such day caveats must be entered; and any

person intending to enter a caveat shall enter the same at the council office, on or before such day so named in the said advertisements ; and having entered such caveat, shall be entitled to have from the petitioner four weeks' notice of the time appointed for the hearing [p. 211].

RULE III.—Petitions under sections 2 and 4 of the said Act must be presented within one week from the insertion of the last of the advertisements required to be published in the *London Gazette* [p. 211].

RULE IV.—All petitions must be accompanied with affidavits of advertisements having been inserted according to the provisions of section 4 of the said Act, and the first and second of these Rules, and the matters in such affidavits may be disputed by the parties opposing upon the hearing of the petitions [p. 211].

RULE V.—All persons entering caveats under section 4 of the said Act, and all parties to any former suit or action touching letters patent, in respect of which petitions shall have been presented under section 2 of the said Act, and all persons lodging notices of opposition under the first of these Rules, shall respectively be entitled to be served with copies of petitions presented under the said sections, and no application to fix a time for hearing shall be made without affidavit of such service.

RULE VI.—All parties served with petitions shall lodge at the council office, within a fortnight after such service, notice of the grounds of their objections to the granting of the prayers of such petitions.

RULE VII.—Parties may have copies of all papers lodged in respect of any application under the said Act, at their own expense.

RULE VIII.—The registrar of the Privy Council, or other officer to whom it may be referred to tax the costs incurred in the matter of any petition presented under the said Act, shall allow or disallow in his discretion all payments made to persons of science or skill examined as witnesses to matters of opinion chiefly.

RULE IX.—A party applying for an extension of a patent, under section 4 of the said Act, must lodge at the council office six printed copies of the specification, and also four

copies of the balance-sheet of expenditure and receipts relating to the patent in question, which accounts are to be proved on oath before the lords of the committee at the hearing. In the event of the applicant's specification not having been printed, and if the expense of making six copies of any drawing therein contained or referred to would be considerable, the lodging of two copies only of such specification and drawing will be deemed sufficient.

All copies mentioned in this rule must be lodged not less than one week before the day fixed for hearing the application.

The judicial committee will hear the attorney-general, or other counsel, on behalf of the Crown, against granting any application made under either the 2nd or 4th section of the said Act, in case it shall be thought fit to oppose the same on such behalf.

IV.—REGISTER OF PATENT AGENTS' RULES, 1889.

For the purpose of giving effect to the provisions of the Patents, Designs, and Trade Marks Act, 1888, relating to the registration of patent agents, the Board of Trade, by virtue of the provisions of the said Act, hereby make the following rules :—

1. A register shall be kept by the Institute of Patent Agents, subject to the provisions of these rules and to the orders of the Board of Trade, for the registration of patent agents in pursuance of the Act. Register to be kept.

2. The register shall contain in one list all patent agents who are registered under the Acts and these rules. Contents of register.

Such list shall be made out alphabetically, according to the surnames of the registered persons, and shall also contain the full name of each registered person, with his address, the date of registration, and a mention of any honours, memberships, or other additions to the name of the registered person which the council of the institute may consider worthy of mention in the register. The register shall be in the Form 1 in Appendix A., with such variations as may be required.

3. The institute shall cause a correct copy of the register to Printed copies to be

published annually, and to be evidence of contents of register.

be, once every year, printed, under their direction, and published and placed on sale. Such correct copy shall, in the year 1889, be printed and published at as early a date as is possible, and in every year subsequent to the year 1889, shall be printed and published on the 31st day of January. A copy of the register for the time being purporting to be so printed and published shall be admissible as evidence of all matters stated therein, and the absence of the name of any person from the register shall be evidence, until the contrary is made to appear, that such person is not registered in pursuance of the Act.

Registrar.

4. The institute shall appoint a registrar, who shall keep the register in accordance with the provisions of the Act and these rules, and, subject thereto, shall act under the directions of the institute, and the Board of Trade.

Registration of persons who were patent agents prior to the passing of this Act.

5. A person who is desirous of being registered in pursuance of the Act, on the ground that prior to the passing of the Act he had been *bonâ fide* practising as a patent agent, shall produce or transmit to the Board of Trade a statutory declaration in the Form 2 in Appendix A. ; provided that the Board of Trade may in any case in which they shall think fit, require further or other proof that the person had prior to the passing of the Act been *bonâ fide* practising as a patent agent. Upon the receipt of such statutory declaration or of such further or other proof to their satisfaction as the case may be, the Board of Trade shall transmit to the registrar a certificate that the person therein named is entitled to be registered in pursuance of the Act, and the registrar shall on the receipt of such certificate cause the name of such person to be entered in the register.

Final qualifying examination for registration.

6. Subject to the provisions of the Act in favour of every person who proves to the satisfaction of the Board of Trade that prior to the passing of the Act he had been *bonâ fide* practising as a patent agent, no person shall be entitled to be registered as a patent agent unless he has passed, and produces or transmits to the registrar a certificate under the seal of the institute that he has passed, such final examination as to his knowledge of patent law and practice and of the duties of a patent agent as the institute shall from time to time prescribe.

Exemption of pupils

7. Any person who has been for at least seven consecutive

years continuously engaged as a pupil or assistant to one or more registered patent agents, and any person for the time being entitled to practise as a solicitor of the Supreme Court of Judicature in England or Ireland, or as a law agent before the Court of Session in Scotland, shall be entitled to be registered without passing any examination other than the final examination provided for in the last preceding rule. The registrar shall before registering the name of any such person as a patent agent (in addition to the final examination certificate) require proof satisfactory to the registrar that such person has been for at least seven consecutive years continuously engaged as such pupil or assistant, or is entitled to practise as such solicitor or law agent.

and assist-
ants from
preliminary
examination.

8. Any person who is not qualified under Rule 7 must, in order to be entitled to present himself for the final qualifying examination, be—

Qualifications
of persons
generally for
registration.

A person who has passed one of the preliminary examinations mentioned in Appendix B., or such other examination as the institute shall, with the approval of the Board of Trade, by regulation prescribe.

9. The institute shall hold at least once in the year, commencing with the 1st day of July, 1889, and in every other succeeding year, a final qualifying examination, which shall be the final qualifying examination required under Rules 6 and 7; and the institute shall, subject to these rules, have the entire management and control of all such examinations, and may from time to time make regulations with respect to all or any of the following matters, that is to say,

Final quali-
fying examina-
tions to be
held by the
institute.

- (a) The subjects for and the mode of conducting the examination of candidates;
- (b) The times and places of the examinations, and the notices to be given of examinations;
- (c) The certificates to be given to persons of their having passed the examinations;
- (d) The appointment and removal of examiners, and the remuneration, by fees or otherwise, of the examiners so appointed; and
- (e) Any other matter or thing as to which the institute may think it necessary to make regulations for the purpose of carrying out this rule.

Corrections
of names and
addresses in
register.

Erasure of
names of
deceased
persons.

Erasure of
names of
persons who
have ceased to
practise.

10. The registrar shall from time to time insert in the register any alteration which may come to his knowledge in the name or address of any person registered.

11. The registrar shall erase from the register the name of any registered person who is dead.

12. The registrar may erase from the register the name of any registered person who has ceased to practise as a patent agent, but not (save as hereinafter provided) without the consent of that person. For the purposes of this rule the registrar may send by post to a registered person to his registered address a notice inquiring whether or not he has ceased to practise or has changed his residence, and if the registrar does not within three months after sending the notice receive an answer thereto from the said person, he may, within fourteen days after the expiration of the three months, send him by post to his registered address another notice referring to the first notice, and stating that no answer has been received by the registrar; and if the registrar either before the second notice is sent receives the first notice back from the Dead Letter Office of the Postmaster-General, or receives the second notice back from that office, or does not within three months after sending the second notice receive any answer thereto from the said person, that person shall, for the purposes of this rule, be deemed to have ceased to practise, and his name may be erased accordingly.

Erasure of
name for
non-payment
of fees.

13. If any registered person shall not, within one month from the day on which his annual registration fee becomes payable, pay such fee, the registrar may send to such registered person to his registered address a notice requiring him, on or before a day to be named in the notice, to pay his annual registration fee; and if such registered patent agent shall not within one month from the day named in such notice, pay the registration fee so due from him, the registrar may erase his name from the register: Provided that the name of a person erased from the register under this rule may be restored to the register by direction of the institute or the Board of Trade on payment by such person of the fee or fees due from him, together with such further sum of money, not exceeding in amount the annual registration fee, as the institute or the

Board of Trade (as the case may be) may in each particular case direct (a).

14. In the execution of his duties the registrar shall, subject to these rules, in each case act on such evidence as appears to him sufficient. Registrar to act on evidence.

15. The Board of Trade may order the registrar to erase from the register any entry therein which is proved to their satisfaction to have been incorrectly or fraudulently inserted. Erasure of incorrect or fraudulent entries.

16. If any registered person shall be convicted in her Majesty's dominions or elsewhere of an offence which, if committed in England, would be a felony or misdemeanor, or after due inquiry, is proved to the satisfaction of the Board of Trade to have been guilty of disgraceful professional conduct, or having been entitled to practise as a solicitor or law agent shall have ceased to be so entitled, the Board of Trade may order the registrar to erase from the register the name of such person. Provided that no person shall be adjudged by the Board of Trade to have been guilty of disgraceful professional conduct unless such person has received notice of, and had an opportunity of defending himself from, any charge brought against him. Erasure of names of persons convicted of crimes, and persons found guilty of disgraceful conduct.

17.—(1) Where the Board of Trade direct the erasure from the register of a name of any person, or of any other entry, the name of the person or the entry shall not be again entered in the register, except by order of the Board of Trade. Restoration of erased name.

(2) The Board of Trade may in any case in which they think fit restore to the register any name or entry erased therefrom either without fee, or on payment of such fee, not exceeding the registration fee, as the Board of Trade may from time to time fix, and the registrar shall restore the name accordingly.

(3) The name of any person erased from the register at the request or with the consent of such person shall, unless it might, if not so erased, have been erased by order of the Board of Trade, be restored to the register by the registrar on his application and on payment of such fee, not exceeding the registration fee, as the institute shall from time to time fix.

(a) *The Chartered Institute of Patent Agents v. Lockwood*, 10 P. O. R. 167; 11 P. O. R. 374.

Inquiry by Board of Trade before erasure of name from register.

18. For the purpose of exercising in any case the powers of erasing from and of restoring to the register the name of a person, or an entry, the Board of Trade may appoint a committee consisting of such persons as they shall think fit. Every application to the Board of Trade for the erasure from, or restoration to, the register of the name of any patent agent shall be referred for hearing and inquiry to the committee, who shall report thereon to the Board of Trade, and a report of the committee shall be conclusive as to the facts for the purpose of the exercise of the said powers by the Board of Trade.

Appeal to Board of Trade.

19. Any person aggrieved by any order, direction, or refusal of the institute or registrar may appeal to the Board of Trade.

Notice of appeal.

20. A person who intends to appeal to the Board of Trade under these rules (in these rules referred to as the appellant) shall, within fourteen days from the date of the making or giving of the order, direction, or refusal complained of, leave at the office of the institute a notice in writing signed by him of such his intention.

Case on appeal.

21. The notice of intention to appeal shall be accompanied by a statement in writing of the grounds of the appeal, and of the case of the appellant in support thereof.

Transmission of notice of appeal to Board of Trade.

22. The appellant shall also immediately after leaving his notice of appeal at the institute send by post a copy thereof with a copy of the appellant's case in support thereof addressed to the Secretary of the Board of Trade, 7 Whitehall Gardens, London.

Directions as to hearing of appeal.

23. The Board of Trade may thereupon give such directions (if any) as they may think fit for the purpose of the hearing of the appeal.

Notice of hearing of appeal.

24. Seven days' notice, or such shorter notice as the Board of Trade may in any particular case direct, of the time and place appointed for the hearing of the appeal, shall be given to the appellant and the institute and the registrar.

Hearing and decision of appeal.

25. The appeal may be heard by the president, a secretary, or an assistant secretary of the Board of Trade, and the decision and order thereon of the president, secretary, or assistant secretary, as the case may be, shall be the decision of the Board of Trade on such appeal. On the appeal such decision may be given or order made in reference to the subject-matter of the appeal as the case may require.

26. The fees set forth in Appendix C. to these rules shall be paid in respect of the several matters, and at the times and in the manner therein mentioned. The Board of Trade may from time to time, by orders signed by the Secretary of the Board of Trade, alter any of, or add to, the fees payable under these rules. Fees.

27. Any regulation made by the institute under these rules may be altered or revoked by a subsequent regulation. Copies of all regulations made by the institute under these rules shall, within twenty-eight days of the date of their being made, be transmitted to the Board of Trade, and if within twenty-eight days after a copy of any regulation has been so transmitted, the Board of Trade by an order signify their disapproval thereof, such regulation shall be of no force or effect; and if, after any regulation under these rules has come into force, the Board of Trade signify in manner aforesaid their disapproval thereof, such regulation shall immediately cease to be of any force or effect. Alteration of regulations.

28. The institute shall once every year, in the month of December, transmit to the Board of Trade a report stating the number of applications for registration which have been made in the preceding year, the nature and results of the final examinations which have been held, and the amount of fees received by the institute under these rules, and such other matters in relation to the provisions of these rules, as the Board of Trade may from time to time, by notice signed by the Secretary of the Board of Trade and addressed to the institute, require. Report to Board of Trade.

29. In these rules, unless the context otherwise requires— Definitions.

“The Act” means the Patents, Designs, and Trade Marks Act, 1888.

“The institute” means the Institute of Patent Agents, acting through the council for the time being.

“The registrar” means the registrar appointed under these rules.

“Registered patent agent” means any agent for obtaining patents in the United Kingdom whose name is registered under the Act and these rules.

30. These rules shall commence and come into operation on the 12th day of June, 1889, but at any time after the making Commencement.

thereof any appointment or regulations may be made and things done for the purpose of bringing these rules into operation on the said day.

Title.

31. These rules may be cited as the Register of Patent Agents' Rules, 1889.

By the Board of Trade,
COURTENAY BOYLE,
Assistant Secretary, Railway Department.

11th June, 1889.

APPENDIX A.

FORM 1.

FORM OF REGISTER.

Name.	Designation.	Address.	Date of registration.

FORM 2.

FORM OF STATUTORY DECLARATION.

Register of Patent Agents' Rules, 1889.

I, *A. B.* [*insert full name, and in the case of a member of a firm add, "a member of the firm of _____", of _____, in the county of _____, Patent Agent, do solemnly and sincerely declare as follows:—*

1. That prior to the 24th December, 1888, I had been *bond fide* practising in the United Kingdom as a patent agent.

2. That I acted as patent agent in obtaining the following patents:—
[*Give the official numbers and dates of some patents for the United Kingdom in the obtaining of which the declarant acted as patent agent.*]

3. That I desire to be registered as a patent agent in pursuance of the said Act.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act, 1835.

Declared at

APPENDIX B.

PARTICULARS OF PRELIMINARY EXAMINATIONS.

1. The Matriculation Examination at any University in England, Scotland, or Ireland.
2. The Oxford or Cambridge Middle Class Senior Local Examinations.
3. The Examinations of the Civil Service Commissioners for admission to the Civil Service.

APPENDIX C.

FEES.

Nature of fee.	When to be paid.	To whom to be paid.	Amount.
For registration of name of patent agent who had been <i>bonâ fide</i> in practice prior to the passing of the act.	On application and before registration.	To the Registrar at the institute	£. s. d. 5 5 0
For registration of name of any person other than as above.	Do. do. .	Do. do. .	5 5 0
Annual fee to be paid by every registered patent agent.	On or before November 30 of each year, in respect of the year commencing January 1st following.	Do. do. .	3 3 0
On entry of a candidate for the final qualifying examination.	At time of entering name.	Do. do. .	2 2 0

V.--WAR OFFICE MEMORANDUM TO INVENTORS.

WAR OFFICE,
January 1, 1886.

In consequence of the numerous claims for compensation for loss of time and for expenses incurred by private individuals in working out inventions of various kinds, as well as for rewards in consequence of the use of such inventions, the Secretary of State for War considers it necessary to make known the following regulations :—

(a) With regard to unpatented inventions—

(1) Persons who desire to submit any unpatented invention for consideration should do so by letter addressed to the Under-Secretary of State for War. The letter should state the nature of the invention and whether the person who offers it for consideration desires to make any claim to remuneration in connection with it. In the absence of such a statement it will be assumed that no such remuneration is expected.

(2) Expenses incurred before the submission of an unpatented invention will not be considered to give a claim for repayment. No liability on behalf of the public will be recognised on account of loss of time or expenses incurred in connection with an invention after such submission, unless authority for such expenses has been previously given by letter, signed by one of the Under-Secretaries of State or the Director of Artillery ; and the liability will be strictly confined to the limits of expenditure authorised in such letter.

(3) All claims for reward for unpatented inventions will be examined by a joint council of the Admiralty and War Office, to be held at the War Office, and if payment be recommended by the council and approved by the Secretary of State for War, the sum will, with the concurrence of the Treasury, be included in the Estimates, but it will not be due to the claimant until after the vote is passed by the House of Commons.

- (4) No claim for reward for an unpatented invention will be held to be established unless the invention has been adopted into the Service.
- (b) With regard to patented inventions—
- (5) By section 27 of the Patents, Designs, and Trade Marks Act, 1888, it is enacted as follows :
- “ A patent shall have to all intents the like effect as against her Majesty the Queen, her heirs and successors, as it has against a subject.
- “ But the officers or authorities administering any department of the service of the Crown may by themselves, their agents, contractors, or others, at any time after the application, use the invention for the service of the Crown, on terms to be before or after the use thereof agreed on, with the approval of the Treasury, between those officers or authorities and the patentee, or, in default of such agreement, on such terms as may be settled by the Treasury after hearing all parties interested.”
- (6) Persons desiring to submit patented inventions should proceed on all points as laid down in paragraph (1).
- (7) Should there be a statement to the effect that remuneration is expected in the event of the adoption and use of the invention by the Secretary of State for War, his agents, contractors, or others, and should there be such adoption and use, or an intention to adopt and use it, then in default of an agreement between the Secretary of State for War and the patentee or his agent, as to the terms of remuneration, the Treasury will settle the terms after hearing all parties interested.

RALPH THOMPSON.

APPENDIX D.

I.—FORMS IN PROCEEDINGS IN AN ACTION FOR INFRINGEMENT.

1. INDORSEMENT ON WRIT.

THE plaintiff's claim is :—

Injunction.

1. For an injunction to restrain the defendant from infringing the plaintiff's patent, No. , and dated .

Damages.
Account.

2. For damages for the infringement of the said patent, or alternatively that an account may be taken of all the machines made in infringement of the said patent which have been manufactured, or sold, or let for hire, or used by or by the order, or for the use and profit, of the defendant, and also of the gains and profits made by the defendant by reason of such manufacture, sale, or letting for hire or use, and that the defendant may by a day to be appointed by the Court be ordered to pay to the plaintiff the amount of such gains and profits.

Order for
destruction.

3. That the defendant may be ordered upon oath to deliver up to the plaintiff, or break up, or otherwise render unfit for use, all machines or parts of machines made in infringement of the plaintiff's said patent, which are in the custody or power of the defendant, his servants, or agents.

2. NOTICE OF MOTION FOR INTERLOCUTORY INJUNCTION.

In the High Court of Justice.

Chancery [*or* Queen's Bench] Division.

Between A. B. Plaintiff,

and

C. D. Defendant.

Take notice that this Honourable Court will be moved [*if short notice of motion, by leave granted*] on the day of ,

or so soon thereafter as counsel can be heard by Mr. , of counsel for the above-named plaintiff, that an injunction may be awarded against the defendant to restrain the said defendant, his servants or agents, until the trial of this action or further order from either directly or indirectly making, using, or putting in practice the invention described in the specification and drawings filed under the letters patent granted to the plaintiff [*or assignor, or other predecessor in title of plaintiff*], and numbered , or that such further order may be made in the premises as to the Court may seem meet.

3. AFFIDAVIT IN SUPPORT OF NOTICE OF MOTION.

[*Title as above.*]

I, of , the above-named plaintiff, make oath and say,

1. Letters patent dated [] were granted to me under Grant the seal of the Patent Office for an invention entitled "improvements, &c., &c.," for a period of fourteen years from the day of .

2. At the time when the said letters patent were granted to Novelty. me the said invention was new as to the public use and exercise thereof within this realm.

3. I am the true and first inventor of the said invention [*or First inventor. John Smith or other predecessor in title of the plaintiff, was the true and first inventor of the said invention*].

4. The said invention is of great public utility. Utility.

5. [*State any particular facts, such as a previous action or long user, which have a tendency to cause a presumption of the validity of the patent.*]

6. On the day of the defendant infringed the Infringement. plaintiff's said patent by manufacturing [selling or using], etc. (a).

(a) Evidence should be adduced by supporting affidavits in case it is deemed that the defendant has infringed the patent. In *Moore v. Bennett*, 1880, M., No. 94, the evidence adduced was that of several

persons who had purchased brushes, which, from their appearance, showed they had been made by the patented machine, from the defendant.

7. [The articles sold by the defendant were not manufactured by me or by my licensees or agents.]

8. I believe that the defendant means to continue the infringement of the said letters patent, whereby my trade is greatly injured; persons refusing to purchase the patented articles from me [or I am unable to grant licences, or state any other grounds of special damage arising by reason of the continued infringement].

4. INTERLOCUTORY ORDER TO RESTRAIN INFRINGEMENT OF PATENT.

Form 1.

Upon motion, &c., by counsel for the plaintiff, and upon hearing counsel for the defendant [or reading an affidavit of service of notice of this motion on the defendant; or, if moved *ex parte* before the defendant has appeared, the writ of summons issued in this action on the day of] [enter affidavits in support and in opposition if any], and the plaintiff, by his counsel, undertaking to abide by any order this Court may make as to damages, in case this Court should hereafter be of opinion that the defendant shall have sustained any, by reason of this order, which the plaintiff ought to pay [if so, and also undertaking to accept short notice of motion to dissolve the injunction hereby awarded], let an injunction be awarded to restrain the defendant T. until further order, from manufacturing any tube expanders similar to the tube expander which has been purchased by the defendant B., as in the plaintiff's writ mentioned, or otherwise constructed so as to imitate or resemble the roller expanding tool described in the specification in the plaintiff's letters patent in the said writ mentioned, and to restrain the defendants T. and B., their agents, &c., from selling or offering for sale, or otherwise parting with the custody of any tube expanders, or parts of any tube expanders, which have been so manufactured by the said defendant T. Liberty to either party to apply to expedite the hearing (*b*).

Interlocutory
injunction.

(*b*) *Dudgeon v. Thompson*, M.R., 24th March, 1874, A. 723.

Form 2.

On usual undertaking as to damages, let an injunction be awarded against the defendants S. and C., to restrain the said defendants, their servants, &c., until the trial of this action or further order, from either directly or indirectly making, ^{The same on} using, or putting in practice the invention described in the ^{terms.} specification and drawings filed under the letters patent, granted to N., dated the, &c., and numbered 2190, and now vested by assignment in the plaintiff, or any part thereof, except as to any skates made by the plaintiff, or his agents or agent (c).

5. INTERLOCUTORY INJUNCTION FOR INFRINGEMENT
REFUSED ON TERMS.

Upon motion, &c., for injunction to restrain, &c., and the defendant, by his counsel, undertaking to keep an account of all moneys received or to be received by him, by reason of the sale or use of the parlour or roller skates in the writ mentioned, this Court does not think fit to make any order upon the said ^{Refusal on} motion, but does order that the costs of the said motion be ^{terms.} costs in the cause (d).

6. INSPECTION, NOTICE OF MOTION FOR.

[*Title as before.*]

Take notice that this Honourable Court will be moved [*if in the Chancery Division*, before his lordship, Mr. Justice], on the part of the plaintiff, that the plaintiff, his solicitors and agents, ^{Scientific} ^{witnesses.} ^{and} ^{or} two scientific witnesses, to be named in the notice hereinafter mentioned, may be at liberty at all seasonable times, and as often as may be requisite, upon giving three days' previous notice in writing to the defendants' solicitors, to enter into and upon the business premises of the defendants, where the process of decorating or printing tin or metal plates is carried on by the defendants as stated in the plaintiff's statement of claim in this action, and to inspect and examine

(c) *Plimpton v. Spiller*, M.R.,
16th March, 1876, B. 424.

(d) *Plimpton v. Malcolmson*,
M.R., 4th March, 1875, B. 421.

there the whole of the process by which such printed and decorated tin and metal plates are manufactured by the defendants; and to take, on paying the reasonable charges of the defendants for the same, samples of such plates, and upon and during such inspection to make such observations as may be necessary and expedient for the purpose of obtaining full information and evidence of the mode by which such plates are manufactured by the defendants; and that the defendants may be ordered to permit the plaintiff, his solicitors and agents, and two persons to be named as aforesaid, to enter into and upon their said premises for the purposes aforesaid, and that the costs of this application may be costs in the action (e).

Take samples.

Costs.

7. INSPECTION, WHERE FOR A PROCESS AND TO TAKE SAMPLES.

[*Title as above.*]

[*Formal parts as above*] to enter in and upon the business premises of the defendants, where the manufacture of is carried on by the defendants, as mentioned in the statement of claim in this action, and to inspect and examine there the machines used by the said defendants in the manufacture of , and the process by which is manufactured by the said defendants, and that the said machines ^{or} _{and} process may be put to work upon such inspection, and that the plaintiff, his servants or agents, may be at liberty to take samples of the made or to be made by the said machines or process, upon paying to the defendants their reasonable charges for the same.

Machines to be worked.
Samples.

8. INSPECTION OF PLAINTIFF'S PATENTED PROCESS BY DEFENDANT.

[*Form of Order given in Griffin, P. C., at p. 106.*]

“That A. B. and one other indifferent person appointed by him and C. D., one of the defendant's solicitors, be at liberty

(e) *Flower v. Lloyd*, 1876, A. 1254; as to inspection, see p. 310, *et seq.*

at all such times and as often as in the opinion of the said A. B. be requisite, on giving 8 days' notice to the plaintiffs to enter into some business premises to be selected by the plaintiffs, where the process or mode of working referred to in the specification mentioned in the Statement of Claim can be seen at work, and to inspect and examine there the whole of the machinery fitted in such mill, and to take such samples of the finished and unfinished products of the working of such machinery as in the opinion of the said A. B. may be necessary for the purposes of this action, And it is ordered that such machinery be put to regular work upon such inspection. The costs of this application are to be costs in the action (f).

9. INSPECTION, AND ORDER FOR DELIVERY BY DEFENDANT OF SAMPLES FOR ANALYSIS.

[*Title as above.*]

[*Formal parts as above*] may be at liberty, upon giving three days' previous notice in writing to the defendant's solicitors to enter upon the defendant's premises, and to inspect the type there used by the said defendants in their printing processes, as mentioned in the statement of claim in this action; and that the defendant may be ordered to permit the plaintiff, his solicitors and agents, and one person to be named as aforesaid, to enter upon his premises for the purpose aforesaid, and that said defendant may be further ordered to deliver to the plaintiff a competent part of the said type so used, on payment of a fair price for the same, and that the costs of this application may be costs in the action (g).

Samples for analysis.

(f) *The Germ Milling Co. v. Robinson*, 55 L. J., Ch. 287; 3 P. O. R. at p. 14.

(g) This was the notice of motion in *The Patent Type Founding Co. v. Walter*, reported at 5 H. & N. 192; 29 L. J., Ex. 207; 6 Jur. N. S. 103; 1 L. T. Rep., N. S. 382. The samples of type in this case were required for the purpose of analysis.

Notice of motion for inspection must be supported by affidavit; a fair *prima facie* case of validity

and infringement must be made out. The order for inspection is frequently made upon the application for interlocutory injunction, and is sometimes made to include a cross order that the plaintiff shall permit the defendant to see and inspect the patented machine at work, and also to take samples: *Amies v. Kelsey*, 22 L. J., Q. B. 84. The affidavit should show that there is such property or machinery as is required to be inspected, that the

10.—ORDER FOR INSPECTION OF DEFENDANT'S PROCESS BY EXPERTS.

Order for experts.

Full information.

Let I. and O., of, &c., be at liberty at all reasonable times, and as often as requisite, on giving three days' notice to the defendants, to enter into the business premises of the defendants where the process of decorating or printing tin and metal plates is carried on by the defendants, as stated in the plaintiff's statement of claim, and mentioned in the said affidavits, or some of them, and to inspect and examine there the whole of the process by which such printed and decorated tin (*h*) and metal plates are manufactured by the defendants, and to take, on paying the reasonable charges of the defendants for the same, samples of such plates, and upon and during such inspection to make such observations as may be necessary and expedient for the purpose of obtaining full information and evidence of the mode by which such plates are manufactured by the defendants (*i*).

11.—STATEMENT OF CLAIM.

Form 1.

In the High Court of Justice.

Chancery [*or Queen's Bench*] Division.

Between A. B. Plaintiff,

and

C. D. Defendant.

Statement of Claim.

Infringement.

1. The defendant has infringed the plaintiff's patent, numbered , granted for the term of fourteen years from the

inspection is necessary for the purpose of the action: *Shaw v. Bank of England*, 22 L. J., Ex. 26. It should also show what the patent is for, so that the Court or judge may see that there is necessity for the inspection. The order will not be granted on the plaintiff's application, unless the Court is satisfied that it is essential to enable him to prove his case: *Batley v. Kynock*, L. R., 19 Eq. 90; *Meadows v. Kirkmann*, 29 L. J., Ex. 205. In *The Singer Manufacturing Company v. Wilson*, 13 W. R. 580, the Court refused to give the plaintiff inspec-

tion of the defendant's stock before judgment, but ordered the defendant to verify by affidavit all the different kinds of sewing machines which he had sold since the last disclaimer entered by the plaintiff, and to produce one of each sort for inspection.

(*h*) No order will be made on this application for the inspection of books, for which a separate order must be obtained: *Vidi v. Smith*, 3 E. & B. 939.

(*i*) *Flower v. Lloyd*, C.A., 5th July, 1876, A. 1254.

day of _____, for an invention entitled "Improvements in the manufacture of iron and steel."

2. The plaintiff was the first and true inventor of the said **First inventor.** invention.

3. The plaintiff claims an injunction to restrain the defen- **Injunction, damages, account.** dant from further infringement, and that accounts may be taken of the sales and profits made by the defendant by infringing the said letters patent [or in the alternative, £100 damages].

Particulars of breaches are delivered herewith.

[Place of trial.]

Signed.

Delivered the _____ day of _____, 18 ____.

STATEMENT OF CLAIM.

Form 2.

In the High Court of Justice.

Chancery [or Queen's Bench] Division.

Writ issued _____.

Between A. B. and C. and C. D . . . Plaintiffs,
and

E. F. Defendant.

Statement of Claim.

1. The plaintiff C. D., by virtue of an assignment dated **Assignment.** day of _____, 18 ____, and duly registered, is the owner of certain letters patent, No. _____, of 18 ____, granted to X. Y. for "Improvements in the extracting mechanism of drop-down small arms," of which the said X. Y. is the first and true inventor. The plain- **Licence.** tiffs A. B. and C. are the sole licensees under the said letters patent.

2. The defendant is a gun manufacturer carrying on business at _____ in the county of _____.

3. The said letters patent are valid and of full force and effect.

4. The defendant has for some time past manufactured and sold both guns and gun actions fitted with ejecting mechanism made in infringement of the plaintiff's letters patent.

THE PLAINTIFFS' CLAIM.

- Injunction. 1. An injunction to restrain the defendant, his servant and agents, from making, using, and vending guns containing ejector mechanism or portions thereof made in infringement of the plaintiffs' letters patent, or made so as to be a mere colourable imitation of the invention therein contained.
- Account or damages. 2. An account of profits or, at the option of the plaintiffs, an enquiry as to damages.
- Destruction or delivery of infringing articles. 3. Destruction of or delivery up by the defendant to the plaintiffs of all guns or portions of guns made in infringement of the plaintiffs' rights.
4. Costs.

Signed.

Delivered the day of 18 .

STATEMENT OF CLAIM.

*Form 3.**[Formal parts as above.]*

1. By assignment dated day of , X. Y. assigned to the plaintiff certain letters patent granted to him for an invention entitled "Improvement in Ruffling Mechanism for Sewing Machines," dated day of , and numbered 13,503.
2. The said letters patent are valid.
3. The defendant has infringed and threatened to infringe the said letters patent in the manner and at the times mentioned in the particulars of breaches delivered herewith.

12.—PARTICULARS OF BREACHES (*k*).*Form 1.*

In the High Court of Justice.

Chancery [*or* Queen's Bench] Division.

Between A. B. Plaintiff,

and

C. D. Defendant.

The following are the particulars of the breaches of the letters patent complained of in the statement of claim herein :—

- Using. 1. The defendant on or about the day of at his

(k) See p. 286 *et seq.*

factory at , in the county of , manufactured acetate of soda by the process and with the use of the machinery and appliances which form the subject-matter of the plaintiff's patent.

2. On the day of the defendant sold to John Smith Selling of , one parcel containing tons of acetate of soda manufactured by the defendant by the process and with the use of the machinery and appliances which form the subject-matter of the plaintiff's patent.

3. On the day of the defendant sold, &c.

Yours, &c.,

X. Y.,

Plaintiff's solicitor.

To Mr. E. F.,

Defendant's solicitor.

PARTICULARS OF BREACHES.

Form 2.

[*Formal parts as above.*]

1. The defendants have since the date of the patent No. of 18 , manufactured, or caused to be manufactured and sold, dye stuffs the same, or substantially the same, as the plaintiff's naphthol black.

2. The dye stuffs complained of are those sold by the defendants under the name of naphthol black O. D.

3. The dye stuffs complained of are made according to the process described and claimed in the plaintiff's specification in all respects (1).

PARTICULARS OF BREACHES.

Form 3.

[*Formal parts as above.*]

1. The defendant, on or about the day of , manufactured at his factory at , in the county of , manu- Making.
 , sewing

(1) Settled by C.A., in *Castella v. Levinstein*, 8 P. O. R. at p. 476.

machines, which sewing machines were infringements of the plaintiff's patent.

Selling.

2. The defendant, on or about the day of at his shop at , in the county of , sold a sewing machine to , which sewing machine was an infringement of the plaintiff's patent.

Using.

3. The defendant, on or about the day of , in his workshop at , in the county of , by himself, his servants or agents, used a sewing machine, which sewing machine was an infringement of the plaintiff's patent (*m*).

(Further and better particulars of breaches or objections obtained by summons, common form.)

13. ORDER FOR DELIVERY OF FURTHER PARTICULARS OF BREACHES.

It is ordered that the plaintiffs within days from the date of this order deliver to Messrs. , solicitors for the defendants, further and better particulars in writing of the breaches alleged to have been committed by the defendant, upon which the defendants intend to rely on the trial of the questions directed to be tried by the said order dated, &c., specifying by reference to the pages and lines the part of the plaintiffs' specification in respect of which such alleged breaches have been committed; and let the time within which the defendants are to deliver to the plaintiffs' solicitors particulars in writing of the objections to the letters patent in the plaintiffs' writ mentioned, be enlarged until the twenty-first day after the delivery of such further and better particulars, costs of application to be costs in the cause (*n*).

Pages and
lines of
specification.

(*m*) In the case of a patent for a combination, or where there are several distinct claims, the particulars of breaches should specify what portion of the combination has been infringed, or as to which

of the claims infringement is alleged.

(*n*) *Lamb v. Nottingham Manufacturers' Co.*, M.R., 14th March, 1874, B. 776.

14. STATEMENT OF DEFENCE.

In the High Court of Justice.

Chancery [Queen's Bench] Division.

Between A. B. Plaintiff,

and

C. D. Defendant.

Statement of Defence.

1. The defendant did not infringe the patent.
 2. The invention was not new.
 3. The plaintiff was not the first and true inventor.
 4. The invention was not useful.
 5. [*The denial of any other matter of fact affecting the validity of the patent.*]
 6. The patent was not assigned to the plaintiff.
- Particulars of objections are delivered herewith.

Signed.

Delivered the day of , 18 .

15. PARTICULARS OF OBJECTIONS IN ACTIONS FOR INFRINGEMENT, AND ON PETITION FOR REVOCATION (o).

In the High Court of Justice.

Chancery [Queen's Bench] Division.

Between A. B. Plaintiff,

and

C. D. Defendant.

Take notice, that the defendant [*or petitioner*], will, on the trial of this cause, rely on the following objections to impeach the letters patent in the statement of claim [*or petition*] herein mentioned.

1. That the plaintiff [*or alleged inventor*] was not the first First and true inventor of the said invention within this realm. inventor.
2. That the alleged invention was not subject-matter of a Subject- grant of letters patent, within the meaning of the 6th section matter. of the Statute of Monopolies (that is, the act of the 21st year of King James I. ch. 3).

(o) See p. 293 *et seq.*

- Utility. 3. That the alleged invention was not useful to the public.
- In sufficiency of specification. 4. That the specification of the said invention was not sufficient, and was unintelligible.
- Novelty. 5. That the alleged invention was not a new invention as to the public use and exercise thereof within this realm.
- Prior publication in specification. 6. That the alleged invention was published at the Patent Office in a specification, dated the day of , and numbered , prior to the date of the said letters patent.
- Prior publication in book. 7. That the alleged invention was, prior to the date of the said letters patent, published in a book, which on the day of , was in the British Museum Library and open for public inspection ; the title of the said book was , and the pages of the said book particularly referred to are numbered and .
- Prior user. 8. That the alleged invention was used prior to the date of the said letters patent, in the following manner, that is to say, by , at , on the day of .
- Part old. 9. That a material part of the alleged invention, namely, that part which refers to , was not new at the date of the said letters patent, having been used by , at , on the day of .
- Combination not distinguished. 10. That the plaintiff does not sufficiently distinguish and point out in his specification which of the matters and things therein mentioned he claims to have invented, and which he does not claim to have invented, or admits to be old.
11. The defendant will also rely, as examples of prior publication, upon the following specifications, filed with the Commissioners of Patents, and will object that the specification of the plaintiff's patent claims some of the matters thereby patented or specified, that is to say [*enumerate specifications*].
- Yours, &c.,
L.
Defendant's Solicitor or Agent.
- To Mr. A. B.,
Plaintiff's Solicitor.
-

16. ORDER FOR DELIVERY OF FURTHER PARTICULARS OF OBJECTIONS.

Let the order dated 6th July, 1876, whereby it was ordered that the defendants should on or before the 20th July, 1876, deliver to the plaintiffs further and better particulars of objections, stating therein the names and addresses of the persons by whom, and the places where, and the dates at, and the manner in which the process of, &c., was known and publicly practised in England before the 8th March, 1864 [*date of letters patent*], and that in default thereof the words from, and after the words "in a dry state," in the 6th paragraph of the statement of defence, which had been delivered in this action, to the end of the said 6th paragraph, should be struck out; and in that case no evidence should be given by the defendants on the trial of this action of such prior publication, and that defendants should pay to the plaintiffs their costs of the application, to be taxed, &c., BE VARIED, and as varied be as follows:—Let the defendants on or before the deliver to the plaintiffs further and better particulars of objections under the paragraph of the statement of defence on which they mean to rely at the trial, stating therein the place or places at or in which, and in what manner, the process of printing upon tin or metal surfaces by direct impression by means of damp stones is alleged to have been used or published prior to the day of , 1864 (*p*).

17. ORDER FOR LIBERTY TO AMEND PARTICULARS OF OBJECTIONS BY ADDING FRESH OBJECTIONS UPON TERMS.

Let the plaintiff, within six weeks from the date of this order elect whether he will discontinue this suit, and if the plaintiff shall elect to discontinue this suit, and shall give notice thereof to the defendants within six weeks from the date of this order, refer it to the taxing master to tax the defendants their costs up to and including the 23rd February, 1875 (*delivery of the original particulars of objection*), and to tax

(*p*) *Flower v. Lloyd*, C.A., 2nd August, 1876, A. 1523; 25 W. R.

17. Varying order of V.-C. B., 6th July, 1876, A. 1252.

the plaintiff's costs of this suit subsequently to the said 25th February, 1875, to the date of this order, and the taxing master is to set off the costs of the plaintiff and of the defendants to be so respectively taxed, and certify to which of them the balance after such set-off is due, and let such balance be paid by the party from whom, to the party to whom the same shall be certified to be due. And if the plaintiff shall not give notice to the defendants of his discontinuance of this suit within the time aforesaid let the defendants be at liberty to add to the particulars of objections to the validity of the plaintiff's letters patent, &c., which have been already delivered by the defendants, the following further objections to be relied on by the defendants at the hearing of this cause, viz. (*particulars of new objections proposed to be introduced by amendment*). And let defendants, Moules, &c., Co. pay to the plaintiff, A. F. Baird, his costs of this application to be taxed, &c., liberty to apply (*q*).

18. INTERROGATORIES.

Interrogatories may be delivered in the common form, subject to the Rules of 1883, by either party, notwithstanding the delivery of particulars. Enquiry may be made by the plaintiff as to the names and addresses of the persons by whom prior user is alleged to have been made as well as the places where the prior user has taken place (*r*).

19. ORDER FOR LIBERTY TO APPLY FOR LEAVE TO AMEND SPECIFICATION WHILE ACTION PENDING.

That the plaintiff be at liberty to apply to the Patent Office for leave to amend his specification on which his letters patent of the 12th day of February, 1879, No. 558 in the statement of claim mentioned, were granted, and his specification on which his letters patent of the 9th day of June, 1880, No. 2333 in the statement of claim mentioned, were granted by way of

(*q*) See *Baird v. Moules, &c., Co.*,
L. R. 17 Ch. D. 139 (*n*).

(*r*) *Birch v. Mather*, L. R., 22
Ch. D. 629; see p. 303 *et seq.*

disclaimer, provided that the specifications as amended shall not be receivable in evidence in this action. And the costs of and occasioned by any such application of the plaintiff shall be the defendant's costs in any event. And it is ordered that the costs of this motion shall be costs in the action.

20. ORDER FOR REFERENCE UNDER SECT. 57 OF THE
JUDICATURE ACT, 1873.

[*Formal parts.*]

Upon hearing counsel for the plaintiff, and for the defendant [*or This cause coming on for trial*], It is ordered that the following questions

1. As to whether the invention, the subject of his letters Novelty.
patent of the day of , was or was not, at the
date of the said letters patent, now as to the public use
and exercise thereof within this realm ;
2. Whether the plaintiff was the true and first inventor of First
the said invention ; inventor.
3. Whether the specification of the said letters patent in the Sufficiency of
pleadings mentioned does or does not particularly de- specification.
scribe the nature of the said invention, and in what
manner the same is to be performed pursuant to the
proviso in that behalf contained in the said letters
patent ;
4. Whether the defendant has, or has not, infringed the said Infringement.
letters patent, in or by any or either, and which of the
apparatus manufactured by him, as in his statement of
defence delivered in this action mentioned, or in any
other manner ;
5. Whether the undisclaimed portions of the said alleged Disclaimer.
invention were used in the United Kingdom at the
date of the said letters patent ;

be referred, to be tried before one of the official referees [*or a special referee*], who shall have all the powers as to certifying and amending of a judge at nisi prius, and shall make his report of and concerning the matters ordered to be tried as aforesaid, pursuant to the statute ; and it is further ordered that the said referee shall be at liberty, if he shall think fit, to

examine the said parties to this action, and their respective witnesses upon oath or affirmation, and that the said parties do and shall produce before the said referee all books, deeds, papers, and writings in their or either of their custody or power, relating to the matters ordered to be tried as aforesaid. And it is further ordered, that neither the plaintiff nor the defendant shall bring or prosecute any action against the said referee, or against each other of and concerning the matters ordered to be tried as aforesaid. And that if either party shall by affected delay, or otherwise, wilfully prevent the said referee from making his report, he or they shall pay such costs to the other as the said Court, or any judge thereof, shall think reasonable and just. And it is further ordered, that in the event of the said referee declining to act, or dying before he shall have made his report, the said parties may, or if they cannot agree, one of the judges of the said High Court may, upon application of either side, appoint a new referee.

21. ORDER FOR TRIAL OF A REPRESENTATIVE CASE, FOR THE PURPOSE OF DETERMINING THE QUESTION OF VALIDITY.

Undertaking
to be bound.

And the plaintiff, F., by his counsel, undertaking to be bound by the result of the trial hereinafter directed, and the said above-mentioned defendants, by their respective counsel, admitting that the letters patent in the pleadings mentioned are duly vested in the plaintiff, and consenting to be bound by the result of the trial hereinafter directed, and that the said trial shall be conducted by B., G., B. and W., four of the above-named defendants, on behalf of, and as representing all the defendants in the said suit; let, by consent of all the said several defendants in the above-mentioned suits, the said defendants, B., G., B. and W., be the defendants in the said trial, and let the said defendants, B., G., B. and W., on or before the day of , pursuant to the statute, deliver to the plaintiff their objections to the validity of the said patents; and let, by the consent of the plaintiff and the said defendants, the following question be tried before his lordship without a jury, that is to say, whether the patent in the pleadings men-

Delivery of
objections.

tioned, dated, &c., is a valid patent; and the plaintiff is to proceed to such trial on such day, &c. Adjourn the consideration of the costs on the several applications to the judge and to his lordship until after the said trial; and let all further proceedings in the above-mentioned causes be stayed until after the said trial, and any of the defendants in any suits commenced by the plaintiff with respect to infringement of the said patent are to be at liberty to apply to be made parties to this order (s). Liberty to apply.

22. FINAL JUDGMENT—RECITAL OF EVIDENCE—INJUNCTION
—INQUIRY AS TO DAMAGES—ORDER FOR DESTRUCTION
—COSTS AS BETWEEN SOLICITOR AND CLIENT—LIBERTY
TO APPLY.

The following Order was settled by the late Master of the Rolls, Sir George Jessel, personally, in the case of Plimpton v. Spiller, reported L. R. 6 Ch. D. 412.

In the High Court of Justice. 1876. P. 69.
Chancery Division.

Thursday the 19th day of April, 1877.

Master of the Rolls.

Mr. Clowes, Reg.

Between J. L. P. Plaintiff,

and

A. F. S. and T. C. Defendants.

This action, coming on for trial the 11th and 12th days of April, 1877, and this day before this Court, in the presence of counsel for the plaintiff and the defendants, upon hearing an order, dated the 4th August, 1876, an affidavit of A. F. S. filed the 15th March, 1876; an affidavit of J. I., filed the 16th Evidence February, 1877, the bill, answers, orders, record for trial, and the certificate of the Master of the Rolls, the judge before Certificate whom the questions of fact were tried, that the validity of the letters patent of the 25th day of August, 1865, granted to A. V. N., and numbered 2190 hereinafter mentioned, came in

(s) *Foxwell v. Bradbury, &c.*, 80 other titles, L.C., 7th December, 1863, A. 2391.

question in the cause of *P. v. M.*, 1875, P. 39, and upon hearing the said letters patent, and a certified printed copy of the specifications and drawings, filed under the said letters patent, and the indenture of assignment, dated the 10th day of January, 1866, and made between the said A. V. N., therein described, of the one part, and the plaintiff, J. L. P., of the other part, and registered in the Great Seal Patent Office on the day of the date thereof, the printed shorthand note of the evidence taken orally before this Court, on the trial of the said action of *P. v. M.*, 1875, P. 39 ; of A. V. N., F. J. B., J. I., J. L. P., E. A. C., R. C. M., W. W. H. and E. J. C. W. and the exhibits marked 1, 2, and 4, then produced ; the examination of H. J. A., W. B. P., W. G. A., A. F. S., J. I., T. M. W., G. B., C. P. B. S., E. E., W. S. M. and H. L., taken orally before this Court, on the 11th, 12th, and 19th days of April, 1877, and the exhibits marked : 1. 2. 4. A. B. C. D. E. F. G. H. I. L. M. N. O. P. E. E. 2. S. 1. S. 2. E. E. 1. E. E. 3. W. S. M. 1. W. 1. and W. 2. and the two catalogues and donation book produced to W. G. A., and the volume of the year 1863, of Jewitt's Book of Illustrations to the Report of the American Commissioners of Patent, and the "Scientific American" for the years 1863 and 1865 ; the records from the Court of Bankruptcy of an assignment, dated the 11th August, 1865, by W. S. M., for the benefit of his creditors, and of a composition deed by the said W. S. M., in the year 1869, and what was alleged by counsel on both sides, and this Court being of opinion that the plaintiff has proved the breaches complained of, in the particulars of breaches delivered by him in this action, doth order that an injunction be awarded to restrain the defendants, their servants, agents, and workmen during the continuance of the letters patent, granted to A. V. N., dated the 25th day of August, 1865, and numbered 2190, and any extension of the term thereof from using, or exercising, or causing or permitting to be used or exercised, the invention described in the hereinbefore mentioned specification and drawings, filed under the said letters patent, and from selling, letting for hire, or making any profitable use, or permitting the sale, letting for hire, or profitable use of any roller or runner skates not made by the plaintiff, or his licensees, and having applied thereto rollers or runners in manner described

Proof of
breaches.

Injunction.

and for the purposes mentioned in the said specification, or fitted with any apparatus for causing the skate to run in a curved line, in the manner described in the said specifications and drawings, or differing therefrom only colourably, and by the substitution of mere mechanical equivalents, and it is ordered that it be referred to the official referee in rotation, to inquire what sum of money is fit to be awarded to the plaintiff, to be paid by the defendants in respect of any damage sustained by the plaintiff up to the day of the date of this order, from the manufacture, sale, or letting for hire, of skates, being the same as the "Spiller" Skates, and "Wilson" Skates, in the pleadings in this action, and in the said order dated the 4th August, 1876, mentioned, or of any other skates made in infringement of the said letters patent, or otherwise from the sale, or use by the defendants of the said invention, or any apparatus in imitation of, or being only a colourable deviation from the said invention. And it is ordered, that the defendants, A. F. S. and T. C., do pay to the plaintiff, J. L. P., such sum of money as upon such inquiry shall be found fit, to be awarded to the plaintiff for such compensation as aforesaid, within twenty-one days after service of the official referee's report of the result of the said inquiry. And it is ordered, that the defendants, A. F. S. and T. C., do deliver up on oath to the plaintiff, or break up, or otherwise render unfit for use, all roller skates, or parts of roller skates so manufactured, or let for hire by, or by the order, or for the use of the defendants in infringement of the said letters patent as aforesaid, which are in the possession, custody, or power of the defendants, or either of them, or their, or either of their, servants or agents. And it is ordered, that the said defendants, A. F. S. and T. C., do pay to the plaintiff, J. L. P., his full costs, to be taxed by the taxing master as between solicitor and client, including all costs, charges, and expenses. And any of the parties are to be at liberty to apply as they may be advised.

Mechanical equivalents.

Enquiry as to damages.

Payment of amount.

Destruction.

Full costs.

Liberty to apply.

W. C.

Entered.

G. L.

Registrar's Office, Entering Lib. B. Seal.

23. JUDGMENT FOR PERPETUAL INJUNCTION UNDER THE PATENT LAW AMENDMENT ACT, 1852, RESTRAINING INFRINGEMENT OF PATENTED SKATES AFTER TRIAL WITHOUT JURY, WITH ACCOUNT OF SALES AND PROFITS, DISCOVERY, DELIVERY UP, OR DESTRUCTION.

Injunction.

Let an injunction be awarded to restrain the defendant, his servants, &c., during the continuance of the said letters patent granted to N., dated, &c., from using or exercising, or causing, or permitting to be used and exercised the invention described in the hereinbefore-mentioned specification and drawings of the said N., and from selling, letting for hire, or making any profitable use, or permitting the sale, letting for hire, or profitable use, of any roller or runner skates not made by the plaintiff or his licensees, and having applied thereto rollers or runners in manner described and for the purposes mentioned in the said specification, or fitted with any apparatus for causing the skate to run in a curved line in the manner described in the said specification and drawings, or differing therefrom only colourably and by the substitution of mere mechanical equivalents; and let an account be taken of all roller skates being the same as the skates sold by the defendant to G., as in the pleadings mentioned, or otherwise made in infringement of the said letters patent, which have been manufactured, or sold, or let for hire, by or by the order, or for the use or profit of the defendant and also of the gains and profits made by the defendant by reason of such manufacture, sale, or letting for hire: and let the defendant within [seven] days after the service upon him of the chief clerk's certificate of the result of such account pay to the plaintiff the amount of such gains and profits, and let the defendant forthwith upon oath deliver to the plaintiff, or break up, or otherwise render unfit for use, all roller skates or parts of the roller skates so manufactured or let for hire, by or by the order or for the use of the defendants in infringement of the said letters patent as aforesaid, which are in the possession, custody, or power of the defendant, or his servants or agents. Defendant to pay to plaintiff costs of suit (1).

Account of profits.

Destruction.

Ordinary costs.

1) *Plimpton v. Malcolmson*, M.R., 28th Jan., 1876, B. 381.

24. JUDGMENT FOR PERPETUAL INJUNCTION UNDER THE PATENT LAW AMENDMENT ACT, 1852, RESTRAINING INFRINGEMENT AS TO PATENTED ARTICLES (PULLEYS) AFTER REFUSAL OF MOTION FOR NEW TRIAL AND FOR DELIVERY UP OF THE ARTICLES MADE BY DEFENDANT TO BE SPECIFIED BY AFFIDAVIT.

Let an injunction be awarded to restrain the defendant, S., Injunction. during the continuance of the letters patent, and any extension of the term thereof, from using or exercising, &c., and from in any manner infringing the rights and privileges granted by the said letters patent; defendant within seven days to specify by affidavit what apparatus constructed or arranged according to the said invention and improvements, or only colourably differing from those described in the said specification and drawings, have been manufactured by or by the order or for the use of the said defendant as in the writ mentioned, and are in the possession, custody or power of the said defendant or his servants or agents; defendant within [seven] days after filing such affidavit to deliver up to the plaintiffs all such pulleys or apparatus (u). Delivery up of articles.

25. JUDGMENT FOR PERPETUAL INJUNCTION UNDER THE PATENT LAW AMENDMENT ACT, 1852, RESTRAINING INFRINGEMENT OF PATENT FOR MACHINERY AFTER TRIAL OF ISSUES BY A JURY—DISCOVERY—ACCOUNT OF PROFITS—CERTIFICATE FOR FULL COSTS.

And the parties having, on the day of , proceeded to a trial of the questions of fact directed to be tried by the order dated, &c., before this court by a jury, when the jury found that [*finding for the plaintiff upon all the issues*]. And upon Findings of jury. reading the letters patent, dated, &c., and the complete specification, dated, &c., in the writ respectively mentioned, an affidavit of the plaintiff's, &c. [*enter evidence*], this court doth Evidence. order [*and*] decree [*and adjudge*] that an injunction be awarded to restrain the defendant, O., his agents, servants, Injunction. &c., during the subsistence [*continuance*] of the plaintiff's

(u) *Tangye v. Stott*, V.-C. W., 12th Feb., 1866, B. 461.

Order
inspect and
mark.
Account.

Costs.

letters patent in the writ mentioned, or any extension thereof, from manufacturing, or selling, or disposing of, or using any machine of the same construction as that supplied to him by the W. B. Co., in the said writ mentioned, or only colourably differing therefrom, or being an infringement of the plaintiff's said patent, and from in any way infringing the plaintiff's said patent; and it is ordered that the defendant, O., do, within [seven] days after service of this decree, make and file an affidavit stating what machines of the same construction as that supplied by him to the said W. B. Co., including such machines, are in his possession or power; and the plaintiffs are to be at liberty to inspect and mark the same for the purpose of identification. And it is ordered that an account be taken of the profits made by the defendant by making, using, selling, or disposing of the machines supplied by him to the said W. B. Co., or any other machine of the same construction therewith, or otherwise by an infringement of the plaintiff's patent. And it is ordered that the defendant O., do, within one month after the date of the chief clerk's certificate, pay unto the plaintiffs, N. and C., what shall be certified to be the amount of such profits. Direction for certificate that the validity of the plaintiff's patent came in question. And it is ordered that the defendant, O., pay to the plaintiffs their costs of this cause up to and including this hearing, and their costs of the trial by jury of the questions of fact directed to be tried by the said order, dated, &c., including the costs of a special jury; such costs to be taxed, &c. Liberty to apply in chambers touching subsequent costs, and otherwise to apply as advised (x).

26. JUDGMENT FOR THE DEFENDANT.

[*Formal parts as above.*]

The action having on the day of been tried before Mr. Justice [and a common or special jury of the county of , and the jury having found a verdict for the defendant on the issues] and the said Mr. Justice having ordered that judgment be entered for the defendant on the issues [*cer-*

(x) *Needham v. Oxley*, V.-C. W., 24th June, 1863, 1395.

tificate as to particulars of objections as in form] : therefore it is adjudged that the plaintiff recover nothing against the defendant, and that the defendant recover against the plaintiff £ , for his costs of defence.

27. CERTIFICATES NECESSARY UNDER SECT. 29, SUBJECT. 6, OF THE PATENTS, &C., ACT, 1883.

[Form of judgment for perpetual injunction, accounts of profits and damages as above.]

It is certified that the plaintiff has proved to the satisfaction of the Court the breaches mentioned in the particulars of breaches delivered by him, and numbered respectively, 1, 2, 3, 4, and 5, and that the particulars numbered 6 and 7 were, under the circumstances of the case, reasonable and proper.

[Form of judgment for defendant as above.]

It is certified that the defendant has proved to the satisfaction of the Court the objections mentioned in the particulars of objections delivered by him, and numbered respectively 1, 2, 3, 4, and 5, and that the objections numbered 6 and 7 were, under the circumstances, reasonable and proper.

28. CERTIFICATE OF VALIDITY UNDER SECT. 31 OF THE PATENTS, &C., ACT, 1883.

I hereby certify, pursuant to the 31st section of the Patents, Designs, and Trade Marks Act, 1883 (46 & 47 Vict. c. 57), that upon the trial of this action, the validity of the letters patent, in the pleadings mentioned, dated the 28th November, 1878, and numbered 4,847, granted to F. J. C., amended by disclaimer allowed 12th November, 1884, and now vested in the Edison and Swan United Electric Light Co., Limited, came into question.

Dated this 16th day of July, 1888.

E. E. KAY.

II.—FORMS IN AN ACTION TO RESTRAIN THREATS.

29. INDORSEMENT ON WRIT.

THE plaintiff's claim is :—

Injunction.

1. For an injunction restraining the defendant from, by circulars, advertisements, or otherwise, threatening to take legal or other proceedings against persons manufacturing, using, or selling an alleged invention of the defendants, to wit, The said threats being to the prejudice of the plaintiff.

2. For damages in respect of the injury sustained by the plaintiff by reason of the circulars, advertisements, or other threats of the defendant to take legal or other proceedings against persons manufacturing, using, or selling the said alleged invention.

30. INTERLOCUTORY INJUNCTION TO RESTRAIN THREATS.

Upon motion &c., let an injunction be granted to restrain the defendant personally, or by his servants, agents, and workmen, by circulars, letters, or otherwise, from threatening any person with legal proceedings or liability in respect of the manufacture, use, sale, or purchase of a certain tap union of which the plaintiff was the patentee, and from interfering by such threats or otherwise with the manufacture, use, sale, or purchase of the plaintiff's invention (y).

[*Another Form.*]

A particular circular.

Upon motion, &c., let an injunction be granted to restrain the defendant personally or by his servants, agents, and workmen, until further order, from issuing the circular dated 15th December, 1888, and from, by means of circulars, letters, or otherwise, threatening any person with proceedings or liability in respect of the following papers manufactured by the plaintiff (z).

Other forms in an action to restrain threats are similar to those given under the heading of "Forms in an Action for Infringement."

(y) *Challender v. Royle*, L. R. 36 Ch. D. 425.

(z) *Colley v. Hart*, 6 P. O. R. 17.

III.—FORMS IN A PETITION FOR REVOCATION.

81. PETITION FOR REVOCATION.

In the High Court of Justice.

Chancery [*or Queen's Bench*] Division.

In the matter of letters patent granted to _____ of _____, dated _____, and numbered _____, and in the matter of the Patents, Designs, and Trade Marks Act, 1883, sect. 26.

To Her Majesty's High Court of Justice.

The humble petition of Sir _____, Her Majesty's Attorney-General in England (or Ireland, or Lord Advocate in Scotland) (or other person authorised to petition by sect. 26, sub-sect. 4, of the Patents, &c., Act, 1883) (a).

SHEWETH as follows :—

1. *Your petitioner is duly authorised by Her Majesty's Authority. Attorney-General in England (or Ireland, or Lord Advocate in Scotland) (b).*

1. Letters patent, dated the _____, 18____, have been granted Grant. to _____, for [*title of invention*]. The said letters patent were sealed on the _____.

2. On the said [*date of letters patent*], the said [*name of* Not first inventor. *grantee*] was not the true and first inventor of the said invention.

3. The said letters patent were obtained by the said [*name* Obtained in fraud of petitioner. *of grantee*], in fraud of the rights of your petitioner, who was the true and first inventor of such invention, [*or, in fraud of the rights of J. S., who was the true and first inventor of the said invention. The said J. S. died on the day of _____, intestate, and letters of administration of his estate were granted to your petitioner out of the Probate Division of this Honourable Court, on the _____ day of _____*].

4. The said invention was not at the time of the date of the Invention not new. said letters patent a new invention as to the public use and

(a) If the petition be presented by any person under sect. 26, sub-sect. 4 (c), (d), or (e), the name and address, and description of the petitioner, must appear.

(b) This clause must be inserted where the petition is presented under sect. 26, sub-sect. 4 (b): *Glazbrook v. Gillatt*, 9 Beav. 492.

exercise thereof within this realm, for the reasons set forth in the particulars of objections herewith (c).

Had been
used by
petitioner.

5. Your petitioner [or person under or through whom he claims an interest in any trade, business, or manufacture] had prior to the date of the said letters patent publicly manufactured, used, or sold within this realm the alleged invention (or a part of the alleged invention, to wit, such part as relates to, &c., &c.), in respect of which such letters patent were granted as aforesaid.

Not subject
matter for
patent.

6. The said alleged invention was not any manner of new manufacture, the subject of letters patent and grant of privilege within sect. 6 of the Statute of Monopolies.

Your petitioner humbly prays that the said letters patent may be revoked, or that such other order may be made in the premises as to this honourable Court shall seem meet.

And your petitioner will ever pray.

It is intended to serve this petition on (d) , .

Other forms relevant to a Petition for Revocation will be found among the Forms in an Action for Infringement.

IV.—FORMS USED IN OBTAINING THE FIAT OF THE ATTORNEY-GENERAL.

32. THE MEMORIAL OF THE PETITIONER (e).

In the matter of the Patents Acts, 1883—88,
and

In the matter of letters patent granted to A. B., for an
invention entitled No. of 18 .

Previous
proceedings.

1. By judgment delivered 17th March, 1893, in an action in Her Majesty's High Court of Justice, Queen's Bench (or

(c) Any objection which can impeach the validity of a patent is a ground for revocation, and should be set forth in the petition. See p. 267 *et seq.*

(d) Here insert the names and addresses of all persons who, either as original grantees or by assignment, are registered under sect. 23 of the Patent, &c., Act, 1883, as interested in the patent.

A copy of the petition must be

served personally, unless an order has been obtained for substituted service. The original must be shown if demanded. An order may be obtained for service out of the jurisdiction; see Daniell's Chancery Practice.

(e) The memorial must be drawn upon Judicature paper; see practice on obtaining fiat of A.-G. p. 269, *ante.*

Chancery) Division, in which the said A. B. was plaintiff and your memorialist was defendant, the claim in the said action being to restrain infringement of the said letters patent and for damages. The Right Hon. Lord Justice Kay held that the said letters patent were void, for that the specification disclosed no subject matter for letters patent, and for that the invention in the specification relating thereto described and claimed had been anticipated by one Louis Edward Atkins between October 9th and November 25th, 1882. And also by a specification filed by your memorialist in the Patent Office, No. of 18 , and judgment was given in the said action for the defendant with costs. And upon appeal of the plaintiff from the said judgment to the Court of Appeal, the appeal was dismissed with costs without calling upon the counsel appearing for the respondent (your memorialist).

2. A large number of the manufacturers of drop down small arms in the United Kingdom are licensees of the said letters patent, and are therefore estopped from denying the validity of the said letters patent. Licensees.

3. Your memorialist is the grantee of letters patent, No. of 18 , for an invention entitled "Improvements in Breech-loading Fire arms," the infringement alleged in the herein-before-mentioned action (which was admitted) consisted in manufacturing ejecting mechanism for guns in accordance with the specification to the said letters patent of 18 , and it is impossible to use your memorialist's said invention of 18 without infringing the said letters patent of A. B., assuming the said letters patent to be valid. Grantee of
Letters Patent.

4. Your memorialist is seriously hampered in his trade by reason that no persons who are estopped as aforesaid from denying the validity of the said letters patent of A. B. can purchase from your memorialist gun actions and mechanism made in pursuance of his said letters patent of 18 . Hampered in
trade.

5. The following documents are sent herewith :— Documents.

The specification of A. B. No.	of 18	.
C. D. No.	of 18	.
No.	of 18	.

Copy writ, pleadings, and objections in the action.

Copy judgment of Lord Justice Kay, 17th March, 1893.

” ” of the Court of Appeal, 1st August, 1893.

T.

K K

Application.

6. Your memorialist humbly requests you will authorise him to petition the Court for revocation of the said letters patent of A. B. No. of 18 .

33.—DECLARATION OF APPLICANT VERIFYING STATEMENTS IN HIS MEMORIAL TO HER MAJESTY'S ATTORNEY-GENERAL (f).

In the matter of the Patents, Designs, and Trade-Marks Acts, 1883—1888,

and

In the matter of letters patent granted to for an invention entitled No. , dated .

I , of , do solemnly and sincerely declare as follows :—

That the several statements contained in the paper writing now produced and shown to me and marked A, purporting to be a memorial addressed by myself to Her Majesty's Attorney-General of England (*or* Ireland, *or* Lord Advocate of Scotland) are true as therein set forth.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act, 1885.

Declared at .

34.—DECLARATION BY APPLICANT THAT NO PROCEEDINGS ARE PENDING (g).

[*Title as before.*]

I, A. B., of , do solemnly and sincerely declare as follows :—

That the questions proposed to be raised by the petition and particulars of objections upon which revocation of the said letters patent is sought, are not and cannot be raised in any legal proceedings now pending in the United Kingdom.

(f) On Judicature paper.

(g) On foolscap.

35.—CERTIFICATE OF SOLICITOR (*h*).

In the matter of the Patents, Designs, and Trade-Marks Acts,
1883—1888,

and

In the matter of letters patent granted to for an invention
entitled No. , dated .

Between A. B. Petitioner,

and

C. B. Respondent.

I, , of , solicitor for the above-named petitioner, do hereby certify that the said petitioner is a fit and proper person to be a petitioner in this matter, and that he is competent to answer the costs of all proceedings in connection with the said petition.

V.—FORMS IN PETITION FOR EXTENSION OF
TERM OF PATENT.

36.—ADVERTISEMENT OF INTENTION TO PRESENT PETITION.

In the Privy Council.

In the matter of letters patent granted to , of , and bearing date the day of , 18 , and numbered .

Notice is hereby given that it is the intention of to present a petition to Her Majesty in Council praying that the term of the said letters patent may be extended. And notice is hereby further given that on the day of next, or on such subsequent day as the Judicial Committee of Her Majesty's Privy Council shall appoint for that purpose, application will be made to the said committee that a day may be fixed for hearing the matter of the said petition, and any person or persons desirous of being heard in opposition to the said petition must enter a caveat to that effect in the Privy Council on or before the said day of next.

Dated this day of , 18 .

Solicitor for the petitioner.

(*h*) On foolscap.

37.—CAVEAT.

In the Privy Council.

In the matter of letters patent granted to _____, of _____, and bearing date the _____ day of _____, and numbered _____.

Caveat issued on behalf of _____.

Let nothing be done in reference to the above-mentioned patent without due notice to _____.

Dated this _____ day of _____, 18 ____.

Solicitor for _____.

38.—NOTICE OF OBJECTIONS TO EXTENSION OF TERM.

In the Privy Council.

In the matter of letters patent granted to _____, of _____, and bearing date the _____ day of _____, 18 ____, and numbered _____.

In the matter of the petition of _____ for an extension of the term of the said letters patent.

Notice is hereby given of the several grounds of the objection of _____ to the granting of the prayer of the said petition, that is to say :

Patent held
invalid in a
court of law.

1. The said letters patent are null and void, and a verdict was given against the validity of the said letters patent in a certain cause in the Court of _____, wherein the petitioner was plaintiff and _____ defendant.

Patent
revoked.

2. The said letters patent were repealed by the judgment of the Court of _____, in a petition for revocation presented by _____.

Want of
novelty.

3. The alleged invention was not new at the date of the said letters patent.

Want of
utility.

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

Denial of
merit.

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

Title of
petitioner.

6. The said petitioner is not entitled to (the whole of) the

privilege granted by the said letters patent (by assignment or otherwise).

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

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

9. The petitioner has permitted infringements of the said letters patent, and has not taken any proceedings to restrain such infringements. Negligence in restraining infringements.

10. The specification of the said letters patent does not sufficiently describe the nature of the invention or the manner in which the same is to be performed. Insufficiency of specification.

11. The allegations contained in the said petition are not true in substance or in fact. Denial of statements in petition.

Dated the day of , 18 .

Solicitor for .

39. ADVERTISEMENT OF DAY APPOINTED FOR HEARING PETITION.

(Title as above.)

Notice is hereby given that their lordships, the Judicial Committee of the Privy Council, have appointed the day of , 18 , at half-past ten o'clock in the forenoon, for hearing the matter of the above petition.

Solicitor for the plaintiff.

the London Gazette, and in other newspapers, pursuant to the statutes in that case made and provided, that it is his intention to apply to your Majesty in Council that the said letters patent may be extended for a further term.

Your petitioner therefore humbly prays that your Majesty will be graciously pleased to take the case of your petitioner into your Royal consideration, and to refer this petition to the Judicial Committee of your Majesty's most honourable Privy Council ; and that your petitioner may be heard before such committee by his counsel and witnesses, and that your Majesty will be graciously pleased to grant to your petitioner a prolongation of the term by the said letters patent granted for the additional term of fourteen years or for such other term as to your Majesty shall seem fit.

And your petitioner will ever pray.

APPENDIX E.

EXAMPLES OF SPECIFICATIONS AND CLAIMS.

PROVISIONAL AND COMPLETE SPECIFICATION TO A PATENT FOR A NEW MECHANICAL APPLI- ANCE AND MODE OF OPERATING—A VERY GENERAL CLAIM. 1885. No. 6205.

NOTE.—These were the specifications contested in Siddell v. Vickers, L. R. 39 Ch. D. 92, decision of Kekewich, J., affirmed by the Court of Appeal, Cotton, Fry and Lopes, L.JJ., and the House of Lords, L. R. 15 App. Cas. 496, holding that the provisional specification was sufficient and that the claim was sufficient having regard to the body of the complete specification and to the particular subject-matter of the invention.—Two sheets of drawings which accompany the specification are not given here (i).

Title.

PROVISIONAL SPECIFICATION. AN IMPROVED MECHANICAL APPLIANCE FOR WORKING OR OPERATING ON LARGE FORGINGS IN IRON OR STEEL.—This Invention relates to the construction and application of an improved and more simple and effective mechanical appliance or means, for working or operating on large forgings in iron or steel, being such forgings as are usually made under a hydraulic forging press or machine.

Provisional specification.

My improved appliance consists of a horizontal bar or bars made of suitable metal and fitted with suitable pulleys and hooks, which bar or bars can be placed or fitted on either side of the crosshead of the forging press, or through the "pellet" or key way.

Clips or grips or ratchets are conveniently arranged so as to fix on or hold the ingot or forging and hooked on the ratchet or clip or grip; and in operating, when the press lifts up or

(i) It would not be wise to treat this as a model in preparing specifications, it is given here as showing

probably the extreme limits to which the courts will go in supporting a patent.

is raised, the ingot or forging will be turned as much as required at every stroke or operation of the press.

The crank bar of the press in connection with the wheel and endless chain thereof will raise the forging from the anvil at the same time that the clip or grip or the ratchet is turning the forging, the ratchet being suitably fixed for turning the crane wheel over which the endless chain passes.

The ratchet has a chain attached to the crane girder which will travel along a horizontal bar suitably fixed for the purpose, and will turn over the ingot or forging in the furnace.

Dated this 20th day of May, 1885.

COMPLETE SPECIFICATION.—This invention relates to the construction adaptation and application of an improved more simple and effective mechanical appliance or means for working or operating on large forgings in iron or steel, which forgings are such as are usually made under a hydraulic forging press or machine or a steam hammer; and in order that the carrying out of my invention in practice may be fully understood, I have illustrated it on the accompanying two sheets of explanatory drawings, and have marked the same with letters of reference corresponding with those in the following description thereof, that is to say :—

Complete specification.

Figure 1, on Sheet 1, is an end elevation or view, and Figure 2, is a front or face view of one arrangement of my mechanical appliance for working large forgings.

Description of drawings.

A, is the hydraulic forging press or machine. G, is the endless chain which is attached to the crank bar of the press, and which passes over the wheel W, and under the ingot or forging or mandril F, which is being operated upon by the press A.

The wheel W, is held in position by means of the crane block hook *b*, and shackle or bridle *a*; the crane with the horizontal bar and carriage are not shown on the drawings.

On or to the centre pin of the wheel W, is attached a double or single lever L, having pawls or ratchets R (one only being shown on the drawings) working on pins. The ratchets engage in teeth provided for them on the wheel W.—When the endless chain G, is slack the ratchet lever L, falls or is forced in towards the centre so as to crank or bend the chain

to any required extent, and when the weight of the forging comes on the chain it tends to straighten it, and the pressure on the end of the lever *L*, is transferred to the pawl or ratchet *R*, and thence to the teeth of the wheel, which will cause it to rotate on its axis to the desired extent. An eye or other convenient appliance *E*, is attached to the end of the ratchet lever *L*, in order to work the ratchet and rotate or turn the wheel independently of the endless chain *G*.

Figure 3, on Sheet 1, shows the appliance arranged and applied in another manner ; the centre pin of the wheel is connected with a cranked bar *K*, or by other convenient means to the pellet or crosshead of the press, whereby the wheel *W*, and endless chain *G*, are simultaneously raised when the pellet is lifted. The chain when slack is cranked or bent as before mentioned, and when the pellet rises the ingot or forging rises with it, and the consequent straightening of the chain forces round the wheel *W*, by means of the ratchet lever (not shown in this Figure) and so turns over the forging at the same time that it rises from the anvil ; or it can be made to turn the forging by means of the eye provided at the end of the ratchet lever *L*, and thus this arrangement of the appliance can be made either automatic or self-acting, or it can be worked by steam or other power independently of the appliances shown at Figures 1, 6, and 7 ; for the working of the forging under the steam hammer.

This appliance can likewise be used to turn over the ingot or forging when in the furnace, and it is operated by the crane as an automatic appliance, or when suspended the forging can be turned by working the ratchet lever *L*, by any convenient means, such as by steam or other power.

In the combination and arrangement of the appliance, as shown at Figures 4 and 5 on Sheet 2, a horizontal bar *B*, is provided and fixed on or through the crosshead or pellet of the press, this bar carries one or more bridles *c*, and rollers *d*, with one or more hooks or shackles *H* attached to them. An adjustable clip or ratchet grip *X*, is put on to the ingot or forging or mandril *F*, and an eye *e*, on the end of the screw or lever *f*, is attached to the hook or shackle *H*. When the pellet or crosshead of the press rises, the clips or ratchet grips *X*, engage with or grip the ingot or forging or mandril, and the leverage so

obtained will turn over the forging, and when the pellet descends the appliance will release itself and will slip round to obtain a fresh hold for the next lift.

The wheels and endless chains shown at Figures 6 and 7, on Sheet 2, which are similar to those described as shown at Figure 3, on Sheet 1, can also be used in combination with the appliances represented at Figures 4 and 5, on Sheet 2, and the forging will be lifted up from the anvil and turned over to the required extent, at the same time that the press rises.

The appliance as shown at Figures 1 and 2, on Sheet 1, can also be used in combination; in fact each arrangement of appliance can be used either separately or combined, for the purposes of lifting, slinging, or turning over the ingot or forging when in the furnace, under the press or hammer, or when being otherwise operated on.

The ratchet appliance has a chain attached to the crane girder, which will travel along a horizontal bar provided and fixed for that purpose, or with the crane carriage, and will turn over the ingot or forging in the furnace.

Having now particularly described and ascertained the nature of my said invention, and in what manner the same is to be and can be performed, I here declare that I do not limit myself to the precise details of my invention as hereinbefore specified and as illustrated on the accompanying drawings, because equivalent modifications or variations can be made in such details, and quite consistent with the principles or characteristic features of my invention; and in conclusion I declare that what I claim is

The general construction, adaptation or application, and the combination and use of the several parts, in the whole, constituting improved, more simple, and efficient appliances or means for working or operating on iron or steel forgings, substantially as hereinbefore set forth, and as illustrated on the accompanying drawings. Claim.

Dated this 19th day of September, 1885.

COMPLETE SPECIFICATION FOR A CHEMICAL INVENTION.—FOUR PROCESSES.—TWO CLAIMS.
1878. No. 786.

NOTE.—*This is the specification to the Patent in The Badische Anilin, &c., Co. v. Levinstein and others, tried before Mr. Justice Pearson, reported L. R. 24 Ch. D. 156, and held good subject-matter, sufficient and workable. In the Court of Appeal, by Bowen and Fry, L.JJ., Baggallay dissenting, L. R. 29 Ch. D. 366, to be bad for ambiguity. In the House of Lords by Lord Halsbury, L.C., Lords Herschell and Macnaghten, L.R. 12 App. Cases, 710, the judgment of Pearson, J., upheld on all grounds. The particulars of objections in this action, after dealing with alleged instances of anticipation, were in these terms:—5. “That the specification purporting to be filed “in pursuance of the condition in that behalf in the said letters “patent does not sufficiently describe and ascertain the nature “of the said alleged invention, or in what manner the same is “to be performed, and does not sufficiently distinguish which “of the matters and things therein described the said John “Henry Johnson claims to be new or as being comprised in “the said letters patent, and which of the same he does not so “claim and admits to be old, the said specification is in other “respects vague and insufficient, and framed so as to mislead. “6. That the alleged invention claimed in the said specifica- “tion is not the alleged invention for which the said letters “patent were granted. 7. That the said alleged invention is “not useful. 8 (added at trial). The said invention is not “proper subject-matter for which letters patent can be validly “granted.”*

Communica-
tion from
abroad and
title.

JOHN HENRY JOHNSON, of 47, Lincoln's Inn Fields, in the county of Middlesex, Gentleman. “IMPROVEMENTS IN THE PRODUCTION OF COLOURING MATTERS SUITABLE FOR DYEING AND PRINTING.” A communication to me from abroad by Heinrich Caro, chemist to the Badische Aniline and Soda Works of Mannheim in the Empire of Germany

This invention consists in the production of red and brown colouring matters which in chemical language may be termed

the "Sulphoacids of Oxyazonaphthaline" and the following processes may be employed for their preparation.

FIRST PROCESS.—Naphthylamine is converted into its diazo compound by the action of nitrous acid and in a manner well known to chemists and equal molecules of the diazo compound thus obtained and of naphthol or naphthyl alcohol are allowed to react upon one another by preference in an alkaline solution. First process.

According to the employment of either of the two isomeric modifications of naphthyl alcohol known as alpha-naphthol and beta-naphthol the result of this operation is a precipitate containing either of the two corresponding and isomeric modifications of oxyazonaphthaline and which may be termed "Alpha and Beta-Oxyazonaphthaline" respectively.—These azo compounds are further converted into their sulpho-acids by any method now in use for the preparation of organic sulpho-acids such as for instance by heating them with fuming sulphuric acid. The excess of sulphuric acid may then be removed by any of the known means for effecting this purpose and the colouring matter may be obtained in a solid state by precipitation or evaporation.

In this manner brown colouring matters are obtained from alpha-oxyazonaphthaline and red colouring matters from beta-oxyazonaphthaline.

As an example of the manner in which this first process may be carried out I proceed as follows:—About ten pounds of naphthylamine are mixed with or dissolved in about two gallons of concentrated or strong muriatic acid and about 100 gallons of cold water and thereto an aqueous solution of nitrite of sodium is added containing about 4.3 (four and eight-tenths) pounds of pure nitrite of sodium or as much as will be found necessary to convert the naphthylamine into its diazo compound or into hydro-chlorate of diazonaphthaline. The solution thus obtained is added to an aqueous and strongly alkaline solution of about ten pounds of either of the two isomeric naphthols or of mixtures of the same when a dark red or brown precipitate will be produced consisting of oxyazonaphthaline, which is to be filtered, washed, and dried. In order to obtain the sulpho-acids of oxyazonaphthaline I dissolve about ten pounds of the oxyazonaphthaline in about 20 lb. of fuming sulphuric acid containing about 80 per cent. of anhydrous sulphuric acid and the mixture is Example.

heated at a temperature of about 100° Centigrade for about two hours or until a sample of the mixture will be found to produce a solution with water.—The further treatment consists in removing the free sulphuric acid contained in the mixture by any of the known means for effecting this purpose such as for instance by neutralization with caustic lime and the colouring matter may be obtained in a solid state by preference in the state of a sodium salt in a manner well understood by chemists.

Second
process.

SECOND PROCESS.—Naphthylamine is converted into its diazo compound as before stated and equal molecules of the diazo compound thus obtained and of the sulpho-acids of either alpha-naphthol or beta-naphthol are allowed to react upon each other by preference in an alkaline solution. In this instance red colouring matters are the result of the operation and may be obtained in a solid state by precipitation or evaporation.

Example.

The above said sulpho-acids of either alpha-naphthol or beta-naphthol are produced as is well known by heating naphthol with excess of sulphuric acid at a temperature of about 100° Centigrade.—The resulting product is a mixture of several naphthol sulpho-acids and as my process may be applied not only to the mono-sulpho-acids of naphthol contained in that mixture but also to the other sulpho-acids which result from the treatment of naphthol with sulphuric acid I wish it to be understood that what I consider as my invention under this second process for preparing the sulpho-acids of oxy-azo-naphthaline is the action of diazonaphthaline upon all sulpho-acids of either alpha or beta-naphthol and substantially in the manner aforesaid. And as an example of the manner in which I prefer to carry out this second process I take a solution of hydrochlorate of diazonaphthaline prepared from about ten pounds of naphthylamine substantially in the manner described in the first process and the solution of the diazo compound is added to a cold and strongly alkaline solution of the sodium salts of the naphthol sulpho-acids such as result from the treatment of about ten pounds of naphthol with about twenty or thirty pounds of sulphuric acid.—This mixture which throughout this operation is to be kept alkaline is precipitated with chloride of sodium and the precipitate of the colouring matter thus obtained is filtered washed pressed and dried.

THIRD PROCESS.—The sulpho acids of naphthylamine are **Third process.** converted into their respective diazo compounds and equal molecules of the diazo compounds thus obtained and of either alpha-naphthol or beta-naphthol are allowed to react upon each other by preference in an alkaline solution and substantially in the manner above described in the first and second processes. In this instance alpha-naphthol produces brown colouring matters while red colouring matters result from the employment of beta-naphthol.

As is well known the said sulpho acids of naphthylamine may be produced in various ways such as for instance by the direct action of sulphuric acid upon naphthylamine or in a less direct manner by treating nitro-naphthaline with sulphite of ammonium or by submitting the sulpho acids of nitro naphthaline to the action of reducing agents. By the said methods as is well known several modifications of the sulpho acids of naphthylamine are obtained chiefly differing from each other by their various degrees of solubility in water some of them being nearly insoluble such as the so-called naphthionic acid.

As an example of the manner in which the sulpho acids of **Example.** naphthylamine may be prepared from the sulpho acids of nitro-naphthaline I proceed as follows :—One part by weight of nitro-naphthaline is mixed with about two parts by weight of rectified sulphuric acid and with about one part by weight of fuming sulphuric acid containing about 80 per cent. of anhydrous sulphuric acid and the mixture is treated at a temperature of about 100° Centigrade until the conversion into the sulpho-acids of nitronaphthaline is perfect or until a sample of the mixture produces a clear solution with an excess of caustic alkali. The result of this operation is then mixed with about ten parts of water and treated with reducing agents such as metallic iron and in a manner well known in order to obtain the sulpho acids of naphthylamine which may be further purified in the following manner :—

The reduction of the nitronaphthaline compounds being complete the mixture is treated with an excess of milk of lime filtered and the filtered solution of the lime salts is strongly concentrated and decomposed by an excess of muriatic acid when the difficultly soluble sulpho acids will become precipi-

tated and may be separated from the more soluble modifications by filtration or otherwise.

Example of
subordinate
process.

As an example of the manner in which the sulpho acids of naphthylamine may be prepared by the direct action of sulphuric acid upon naphthylamine I proceed as follows :—

One part by weight of naphthylamine is mixed with about three parts by weight of fuming sulphuric acid containing about 80 per cent. of anhydrous sulphuric acid and the mixture is heated at a temperature of about 70° to 80° Centigrade until a sample of the mixture produces a clear solution with an excess of caustic alkali. The result of this operation is then mixed with about twenty parts of water when the difficultly soluble sulpho acids will become precipitated and may be separated from the easily soluble modifications by filtration or otherwise. All these modifications of the sulpho acids of naphthylamine may be converted into the corresponding sulpho acids of oxyazonaphthaline in the manner above described and thus colours obtained differing in a similar ratio in their various degrees of solubility.

Fourth
process.

FOURTH PROCESS.—The sulpho acids of naphthylamine are converted into their respective diazo compounds and equal molecules of the diazo compounds thus obtained and of any of the various sulpho acids of either alpha-naphthol or of beta-naphthol are allowed to react upon each other by preference in an alkaline solution and substantially in the manner described in the foregoing processes. In this instance the sulpho acids of oxyazonaphthaline thus produced are red colouring matters.

Alternative
process.

This invention further consists in the production of similar colouring matters and which may be termed "The Sulpho acids of Dioxyazonaphthaline" by substituting dioxynaphthaline or the diatomic naphthyl alcohol for either of the two isomeric naphthols in any of the before-mentioned processes.

Having now described and particularly ascertained the nature of the said invention and the manner in which the same is or may be used or carried into effect I would observe in conclusion that what I consider to be novel and original and therefore claim as the invention secured to me by the hereinbefore in part recited letters patent is :—

Claims.

First. The production of red and brown colouring matters which in chemical language may be termed the sulpho acids of

oxyazonaphthaline by the action of the diazo compounds which may be prepared from naphthylamine or from the sulpho acids of naphthylamine upon any of the isomeric naphthols or of mixtures of the same or upon any of the sulpho acids which may be prepared from either alpha-naphthol or from beta-naphthol or from mixtures of the same substantially by the processes above described.

Secondly. The production of similar colouring matters and which in chemical language may be termed the sulpho acids of dioxyazonaphthaline by substituting dioxynaphthaline for either of the two isomeric naphthols in any of the processes above described for the preparation of the sulpho acids of oxyazonaphthaline substantially as hereinbefore described.

In witness whereof I the said John Henry Johnson have to this my specification set my hand and seal this ninth day of August one thousand eight hundred and seventy-eight.

J. HENRY JOHNSON (L.S.).

COMPLETE SPECIFICATION. — A NEW PRINCIPLE COUPLED WITH THE METHOD OF CARRYING THE PRINCIPLE INTO EFFECT—SUPPORTED BY A COMBINATION CLAIM. 1882, No. 3660.

NOTE.—*This Specification was attacked as disclosing no subject-matter and want of utility. Held by the Court of Appeal, Cotton, Bowen, and Fry, L.JJ., affirming Kekewich, J., to be good subject-matter : that the claims were sufficient and the patent valid. 5 P. O. R. 437.*

PAUL EHRLICH, resident at Gohlis, near Leipsic, Saxony, Title. German Empire, "IMPROVEMENTS IN MECHANICAL MUSICAL INSTRUMENTS."

This invention relates to that class of mechanical musical instruments in which the notes or sounds are produced by the passage of a perforated sheet or surface across the levers operating the valves of reeds or pipes, and it consists substantially in the employment of a perforated disk of circular

Complete specification.

form or of a number of like semi-circular disks, instead of the ordinary strip or band hitherto used in such instruments.

Description
and reference
to drawings.

The invention is represented on the annexed sheet of drawings. Fig. 1 is a sectional elevation, and Fig. 2 a sectional plan of the instrument. Fig. 3, *x*, *y* *z* are three diagrams showing the relative position and arrangement of the air-holes in the reeds or pipes. Fig. 4 is a plan of a perforated circular disk; Fig. 5 a top view of a part of the instrument; Fig. 6 a top view of the instrument with semi-circular disks, one of which only is shown, and Fig. 7 a like view with both semi-circular disks in their place.

The disk *a* is made of thin sheet metal, card-board, paper or other suitable material, and perforated in the manner required for producing a given melody. The same is carried by a plate *b* forming the head of the vertical shaft *c*, and provided with a driving-pin or pins engaging with holes in the disk. The shaft *c* is slowly rotated from the main shaft *c*¹ by worm-wheel gearing or otherwise. The main-shaft also operates the bellows *k* and *k*¹ by means of a crank and connecting rods. *h* are the pipes or reeds.

The valve-leaders *d*, which have their fulcrum at *s*, are provided each with a projecting stud or finger, which bears by virtue of a spring *n* against the under side of the disk *a*, so that when, during the rotation of the disk, a perforation thereof comes opposite to one of the said fingers, this finger enters into the perforation, thus permitting the valve to which it belongs, to open, and the note to sound.

Description
and reference
to drawings.

In order to prevent the fingers of the valve levers from lifting the disk and from coming out of line with the perforations with which they are to register, the grates or combs *e* and *e*¹ are arranged, the former being fixed to a bar *f* Figs. 1 and 5, the latter to the top of the chest *p*. The disk *a* rotates between these grates, while the fingers of the valve levers are guided in the slits between the bars thereof, the said slits registering with the perforations of the disk when these are in a line with the fingers. The latter are thus always guided accurately into the corresponding perforations. The bar *f* is hinged at one end to the chest *p*, while at the other end it is secured in such a manner that it may with facility be released and lifted, in order to allow the disk *a* to be exchanged. It may, when

hinged at one end, also be kept in its place by a spring in the manner of a clasp knife.

The valves r and their levers are arranged in a compartment q hermetically separated from the rest of the inside space of the instrument, and communicating with the outer air by the holes $g, g^1, g^2, g^3, \&c.$

In case a piece of music be too long for one disk, a number of semi-circular disks A, B, C, &c., Figs. 6 and 7, may be used, each of which contains a part of the notes, and which may be inserted into the instrument one after the other without interrupting the playing. The bar f with the grate s is in this case by preference made of a length as not to reach to the centre of the plate b , as otherwise it would prevent, or at least render difficult the exchange of the disk-parts.

In perforated music sheets of all kinds it is desirable that the perforations for the lower notes have a comparatively greater length than those for the higher ones. Considering that in the circular disk the length of the perforations for notes of the same duration must be in proportion to the distance of these perforations from their centre of rotation, the disk presents the advantage that the aforesaid condition will be naturally fulfilled simply by the arrangement of the reeds and the valves in such a manner that the outer perforations will correspond to the lower notes, the inner ones to those of higher pitch.

In order to reduce as much as possible the diameter of the disk, the valve-levers d must be brought together as close as possible. To this effect the reeds or pipes h are placed in vertical ranges, but each reed or pipe is shifted laterally by so much in respect to the one which is below or above it, as is required for allowing the valve-levers to pass freely by the side of each other.

For the purpose of reducing the requisite lift of the valves, I prefer to provide each pipe or reed with two air-holes as shown in section by Fig. 1, and in front view by Fig. 3 x , or with three holes as in Fig. 3 y , and to form the valve of as many separate bars, each of which is adapted to cover one of the said holes. The valves may also be arranged in the manner of slide-valves, and in some cases two valves may be connected together in order to produce double notes; see Fig. 3 z . In Figs. 3 x and 3 y is also shown the relative posi-

tion of the air-holes of the different reeds, I, II, III being the first range, IV, V, VI the second, &c.

The reeds *h* communicate with the main chamber T of the instrument. This chamber is hermetically closed and contains the bellows *k*, *k*¹ and the driving mechanism. The air sucked in by the said bellows is delivered into the chamber T, with which is combined the regulating bellows *l*. The bellows *k*, *k*¹ may, however, also operate in the contrary manner by sucking the air from the chamber T; the pipes or reeds and the regulating bellows *l* having, in this case, of course to be arranged accordingly.

Having thus described the nature and object of my invention and the manner in which it is to be carried out in practice, I hereby claim as new and important features of the same :

Claims
perforated
disk.

1. In a mechanical musical instrument, the rotative music sheet *a*, consisting of a disk perforated in accordance with the notes to be produced, and co-operating with the valve-levers *d*, substantially as and for the purpose described.

Combination.

2. The combination with the valve-levers *d* of a perforated disk consisting of two parts A and B, either of which may be exchanged, as and for the purpose specified.

IN WITNESS whereof, I, &c.

APPENDIX F.

A FEW PRECEDENTS FOR THE TRANSFER OF INTERESTS IN LETTERS PATENT.

SALE OF PATENT RIGHTS TO A PROPOSED COMPANY.

1. *Preliminary Agreement with Promoter.*

An Agreement made this day of 188 ,
Between A. B. of , C. D. of , and E. F. of ,
hereinafter called the vendors of the first part, and X. Y.
of hereinafter called the promoter of the other part.

Whereas the vendors are the owners of certain letters patent dated and numbered , for an invention entitled .
Agreement to assign to company.

And whereas it is intended that the promoter shall procure forthwith the incorporation by registration under the Companies Acts, 1862 to 1883, of a company to be called Limited, and that the vendors shall for the considerations hereinafter mentioned sell and assign the said letters patent to the said Limited. And whereas a print of the memorandum and articles of association of the Limited has been approved by the parties hereto and is annexed to this agreement. Now it is agreed as follows :

1. The promoter shall and will forthwith procure the incorporation under the above-mentioned acts of the said Limited, and shall and will duly register as the memorandum and articles of association of the said company the memorandum and articles of association hereinbefore referred to and which are set forth in the *schedule* hereto.
Promoter to procure incorporation.

2. With as little delay as possible after incorporation the vendors shall execute and the said promoter shall procure the execution by the said Limited of a contract similar to that set forth in the *schedule* hereto or such other contract as the parties hereto and the Limited shall agree upon.
Assignment to be executed by company.

3. If the promoter shall not before the day of 188 , perform his part of this agreement, then it shall be lawful for the vendors or either of them to determine the same
Notice of determination.

by giving notice in writing of such determination to the promoter, and if the said Limited shall at that time have been incorporated also to the said Limited.

SCHEDULE.

2. *Agreement to Assign to the Company.*

An Agreement made this day of 1888, Between A. B. of , C. D. of , and E. F. of , hereinafter called the vendors of the one part, and the Limited hereinafter called the purchasers of the other part. Whereas the vendors are the owners of certain letters patent dated and numbered and entitled . And whereas by agreement dated and made between the vendors of the one part and therein called the promoter of the other, it was agreed that for certain considerations therein and herein mentioned the vendors should sell the said letters patent to the purchasers. Now it is agreed as follows :

Recital of
above agree-
ment.

to assign.

1. The vendors shall upon the completion of the purchase as hereinafter provided for, assign unto the purchasers the said letters patent and all the right, title and interest of the vendors therein, free from all incumbrances save as regards assignments for districts and licences already granted as hereinafter mentioned, and the vendors shall do all things necessary and execute all documents necessary for rendering the said assignment valid and effectual.

Payment of
cash and
allotment
of shares.

2. The purchasers shall pay to the vendors on or before the day of the sum of £ in cash, and shall allot to the vendors or to such other person or persons as the vendors shall nominate fully paid up shares in the vendors' company, and immediately upon such payment being made and the said shares being allotted the vendors shall assign the said letters patent as in the first clause hereof provided.

Assignment
subject to
licences, &c.

3. The said assignment shall be subject to assignments for districts and licences in the schedule hereof mentioned, but such assignment shall include all the rights and benefits from time to time hereafter accruing to the vendors under or by virtue of such assignments for districts or licences.

4. The vendors do not warrant or represent the validity of the said letters patent. No warranty of validity.

5. Should the said purchase price not be paid or the shares not be allotted on or before the said day of the vendors shall be entitled to interest upon the said purchase price and upon the nominal value of the said shares after the rate of 5 per cent. per annum until payment and allotment, or at their option to determine this contract by notice under their hands delivered at the registered office of the company. **Provided always** that the vendors shall not be entitled to sue for or recover damages against the purchasers in respect of the breach of the said agreement. Determination upon default.

6. The said A. B. shall be deemed the agent of the said C. D. and E. F. for the purpose of receiving the said purchase money and shares and giving an effectual discharge for the same.

SCHEDULE.

AGREEMENT TO OBTAIN AND ASSIGN LETTERS PATENT FOR AN INVENTION IN CONSIDERATION OF A SUM OF MONEY AND DELIVERY OF CERTAIN NUMBER OF THE PATENT ARTICLES (*h*).

An Agreement made the day of , Between Parties. (*inventor*) of, &c., of the one part and (*purchaser*) of, &c., of the other part. Whereas the said (*inventor*) claims to have invented a new and improved kind of , a plan or drawing of which is hereunto annexed. And whereas the said (*purchaser*) has arranged with the said (*inventor*) for the sale to him of the benefit of the said invention in the manner and upon the terms hereinafter expressed. **Now Witness** that in consideration of the sum of £ to the said (*inventor*) now paid by the said (*purchaser*) the receipt whereof is hereby acknowledged and also in consideration of the agreements hereinafter contained on the part of the said (*purchaser*) he

Agreement to obtain and assign patent.

Recital of invention.

Testatum.

In consideration of a sum and of the purchaser's covenants, inventor

(*h*) Extracted by permission of the publishers from Bythewood and Jarman's Conveyancing.

covenants with
purchaser, to
solicit grant
of letters
patent :

and to assign
letters patent ;

to instruct
purchaser in
the invention.

Not to use
invention
without
purchaser's
licence ;

the said (*inventor*) hereby agrees with the said (*purchaser*) in manner following (that is to say) that he the said (*inventor*) will at any time or times hereafter within the term of fourteen years to be computed from the day of the date of these presents upon the request and at the cost of the said (*purchaser*), his executors, administrators, or assigns, take and use all such steps, means, and proceedings as shall be requisite or proper for obtaining, and use his the said (*inventor*)'s utmost endeavours to obtain, in the name of him the said (*inventor*), a patent for the sole and exclusive making, using, exercising, and vending of the said invention within the United Kingdom of Great Britain and Ireland, and the Isle of Man, as the said (*purchaser*), his executors, administrators, and assigns, may desire, during the term or terms for which patents for inventions are usually granted. And further, that the said (*inventor*), his executors, or administrators, will at any time or times after obtaining any such patent upon the request and at the cost of the said (*purchaser*), his executors, administrators, or assigns, make, do, and execute all such assignments, deeds, matters, and things, as the said (*purchaser*), his executors, administrators, and assigns, shall reasonably require for assigning, and transferring unto the said (*purchaser*), his executors, administrators, and assigns, for his or their absolute benefit, the said patent, and the full benefit and advantage thereof ; And further, that he the said (*inventor*) will, at any time or times hereafter, upon every reasonable request of the said (*purchaser*), his executors, administrators, or assigns, more particularly and sufficiently describe to him or them, or his or their agents or workmen, either in writing or by personal explanation and instruction, or otherwise, the nature of the said invention, and in what manner the same, and every part thereof, and every process relating thereto, are to be performed or carried into effect and used ; And further, that he the said (*inventor*), his executors or administrators, will not, nor shall any person or persons claiming by, from, through, or under him or them, at any time or times hereafter, during the term of fourteen years to be computed from the day of the date of these presents, without the consent or licence of the said (*purchaser*), his executors, administrators, and assigns, either alone or in co-partnership, or in any other manner, howsoever, directly or

indirectly, make or assist in the making of any of the new and improved kind hereinbefore mentioned, or in the construction of which the aforesaid invention shall be used ; or (except by any specification or specifications which may have to be executed and enrolled for the purposes of the application for the said patent) described, either in writing or otherwise, to any person or persons other than the said (*purchaser*), his executors, administrators, or assigns, the nature of the said invention, or in what manner the same is to be performed or carried into effect, or give any information, or do or permit or be party or privy to, any act, matter, or thing whereby or by means whereof the same respectively may be known by any person or persons other than as aforesaid, or whereby or by means whereof the said (*inventor*) may be prevented or hindered, from obtaining the said patent for the purposes hereinbefore mentioned. **And further,** that he the said (*inventor*) has not at any time or times heretofore described, either in writing, or otherwise, to any person or persons other than the said (*purchaser*), the nature of the said invention, or in what manner the same is to be performed or carried into effect, or given any information, or done or permitted, or been party or privy to, any act, matter, or thing, whereby or by means whereof the same respectively may have been or may be known by any person or persons other than as aforesaid, or whereby or by means whereof he may be prevented or hindered from obtaining the said patent for the purposes hereinbefore mentioned ; **And further,** that he the said (*inventor*) will, at any time or times hereinafter, upon every request and at the cost of the said (*purchaser*), his executors, administrators, or assigns, make, do, execute, and perfect all such lawful acts, deeds, disclaimers, amendments, and other matters and things, for the better or more satisfactorily or effectually sustaining or maintaining such patent as aforesaid, and assuring the same, and the full benefit thereof, and of the said invention unto the said (*purchaser*), his executors, administrators, and assigns, as by him or them shall be reasonably required. **And in consideration of the agreements hereinbefore contained on the part of the said (*inventor*), he the said (*purchaser*) hereby agrees with the said (*inventor*), his executors and administrators, that he the said (*purchaser*), his executors or administrators, will, within**

nor, except by specification, to disclose invention ;

that inventor hath not disclosed invention, and is not prevented from obtaining patent ;

for further assurance,

purchaser agrees to make a certain number of articles, and deliver them to the inventor ;

to indemnify
inventor from
costs of
obtaining
letters patent.

Provide that
purchaser is
to appoint
solicitor, or
agent, and
that inventor
shall not be
responsible for
his default.

the space of one year, to be computed from the day of the date of the patent to be so obtained as aforesaid, at his or their cost, make and deliver, for and to the said (*inventor*), his executors and administrators,—complete, perfect, and well made and finished,—of the new and improved kind hereinbefore mentioned. And will, from time to time and at all times hereafter, save, defend, and keep harmless and indemnified the said (*inventor*), his heirs, executors, and administrators, and his and their estates and effects whatsoever and wheresoever, of, from, and against all costs and charges to be incurred or sustained in, about, or in anywise relating to the obtaining of the said patent, and the preparing any specifications which may be necessary for the purposes of the application for the same, and of, from, and against all claims and demands on account thereof. **Provided always**, and it is hereby agreed and declared, that the solicitor or agent to be employed in obtaining the said patent, and in preparing any such specification or specifications as aforesaid, shall be appointed by the said (*purchaser*), his executors, administrators, or assigns; **And that** the said (*inventor*), his heirs, executors, or administrators, shall not be answerable or accountable for any neglect or default of such solicitor or agent anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

As witness, &c.

AGREEMENT BETWEEN JOINT OWNERS OF A PATENT FOR PARTITION.

An Agreement made the day of 188 , Between A. B. of of the one part, and C. D. of of the other part. **Whereas** the said A. B. and C. D. are joint owners of certain letters patent dated and numbered and entitled . **And whereas** they have agreed to divide the special licence, full power, sole privilege, and authority by the said letters patent granted in the manner and upon the terms hereinafter appearing. Now it is agreed as follows :

Agreement
to divide.

Assignment
of district
to A. B.

1. The said A. B. shall be solely entitled henceforth to use, work and vend the invention forming the subject matter of the said letters patent in the following counties and shall

be solely entitled within the said counties to grant assignments for districts or special or general licences upon any terms which the said A. B. shall see fit, and the said C. D. shall whenever required to do so by the said A. B., execute a valid assignment of all his interest in the said letters patent within the said counties to the said A. B.

2. The said C. D. shall be solely entitled henceforth to use, work, and vend the said invention in the following counties Assignment of district to C. D.

, and shall be solely entitled within the said counties to grant assignments for districts or special or general licences upon any terms which the said C. D. shall see fit, and the said A. B. shall, whenever required to do so by the said C. D., execute a valid assignment of all his interest in the said letters patent within the said counties to the said C. D.

3. Neither party shall be bound to account to the other for any profits, royalties, or payments received by him with respect to the using, vending, or working the said invention within the counties or districts assigned to him hereby. Neither party to account.

4. The said C. D. shall from time to time and as they become due pay the fees for the continuance and renewal of the said letters patent, and shall be entitled to recover one moiety of the sums of money so paid from the said A. B. Payment of fees, &c.

5. This agreement and all the provisions thereof shall apply to any letters patent obtained or acquired by either party hereto for any improvements upon the said patented invention, and neither party shall be bound to make any payments in respect of any such improvements to the other. Future patents elective. Provided always, that immediately after applying for any such letters patent the party seeking to obtain the same shall give notice in writing to the other of the said improvement and full particulars respecting the same, together with a copy of the specification filed, and thereupon the other party shall elect whether he shall take the benefit of the said invention or not, and if he elects to take the benefit thereof shall from time to time pay to the party applying for such letters patent one moiety of all the costs, fees, and charges incurred in obtaining or seeking to obtain such letters patent, and then the said letters patent and the said invention shall be deemed to be within this agreement, but should he elect not to pay the said moiety of costs, fees, and charges, then he shall be deemed to have abandoned all claim

to the said letters patent and invention, and the party applying for such letters patent shall thenceforth be the sole owner thereof.

No amend-
ment without
consent.

6. Neither party shall apply for leave to amend the specifications to any letters patent within this agreement without the consent of the other first had and obtained.

7. So far as practicable this agreement shall apply to and be binding on the executors, administrators, or assigns of the parties hereto.

AGREEMENT FOR WORKING AND SELLING AN INVENTION,
IN RESPECT OF WHICH AN APPLICATION FOR A PATENT
HAS BEEN MADE, FOR THE JOINT BENEFIT OF THE
INVENTOR AND ANOTHER PERSON (1).

Parties.

Recitals of
application
for patent ;

of acceptance
of specifica-
tion ;

of agreement
for arrange-
ment as to
working, &c.,
the invention.

Testatum.

Agreement.

Capitalist to
contribute
sum for
expenses.

Inventor to
endeavour to
obtain patent,
and assign the
same when
required.

An Agreement made the day of , 18 , Between
(*inventor*), of, &c., of the one part ; and (*capitalist*), of, &c., of
the other part. Whereas the said (*inventor*) has, under the
Patents, Designs, and Trade Marks Act, 1883, made an appli-
cation, dated the day of 18 , number , for a patent
for an invention of (*title of invention*), which application was
accompanied by a complete specification : And whereas the
said complete specification has been accepted : And whereas
the parties thereto have agreed to enter into the arrangements
hereinafter mentioned in respect of the said invention and ap-
plication, and the patent to be obtained thereupon. Now
these Presents witness that it is hereby agreed as follows,
that is to say :—

1. The said (*capitalist*) shall immediately upon the execution
of these presents, pay to the said (*inventor*) a sum of £ ,
to be applied by him towards the expenses of working and
developing the said invention.

2. In consideration of the payment so agreed to be made as
aforesaid, and of the agreements on the part of the said (*cap-
italist*) hereinafter contained, the said (*inventor*) shall use his
best endeavours to perfect the said invention, and to obtain the

(1) Extracted by permission of the publishers from Bythewood and Jarman's Conveyancing.

grant of the said patent in his own name, and shall, whenever required by the said (*capitalist*) after the granting of such patent, assign the same, so that the same premises may be legally and beneficially vested in the said parties hereto as tenants in common in equal shares, and the said parties hereto shall as well before as after such assignment, be entitled to the said patent in the shares aforesaid.

3. The said (*inventor*) without any further remuneration than the monies hereinafter agreed to be paid by the said (*capitalist*), will communicate to the said (*capitalist*) all improvements which the said (*inventor*) has already invented, discovered, or made, or may during the continuance of the said patent, or of any other patent which may become subject to the provisions of these presents, invent, discover, or make in, or in connection with the said invention; and also all improvements whether patented or not in or in connection with the said invention, of which the said (*inventor*) shall become the owner, or have the control.

Inventor to communicate improvements.

4. The said (*inventor*) will also, at the expense in the first instance of the said (*capitalist*), such expense to be considered as an advance, and to be reimbursed as hereinafter mentioned, apply for and endeavour to obtain in such foreign countries, or British Colonies, or dependencies, as the said (*capitalist*) shall think proper, and shall require, the like privilege for the invention comprised in the application, and for any such improvements as aforesaid; and will, as far as practicable, at the request and expense, in the first instance, of the said (*capitalist*), such expense to be considered as an advance, and to be reimbursed as hereinafter mentioned, render all such foreign and colonial patents, and the said improvements available for the exclusive use of the said parties hereto in equal shares; and execute and do every act, deed, and thing which may be necessary or expedient for effectually vesting the same in the said parties hereto in the shares aforesaid.

Inventor to apply for foreign and colonial patents.

5. The said (*capitalist*) shall advance from time to time such monies as he shall think fit for working and developing the patent to be obtained on the aforesaid application numbered _____, or the said foreign and colonial patents or like privileges, or any such patents for improvements as aforesaid (all which patents and privileges are collectively referred to as the "said

Capitalist to make advances for working and developing invention.

patents"), and for defraying the costs and expenses of obtaining and completing the said patents respectively, and keeping the same on foot, and for protecting or defending the same from, or obtaining damages or other compensation for infringements or otherwise defending the said patents, or of obtaining renewals and extension of the term of the said patents, or amending the specification thereof, or working or developing the working comprised in the said patents (hereinafter referred to as the said patented inventions), or introducing the same to the public, or exercising or using the said patented inventions, or any of them, or any parts thereof respectively, or for any purpose whatever in connection with the said patents, or any of them; and the said advances, and also the aforesaid sum of £ shall be repaid to the said (*capitalist*) as hereinafter mentioned; and if there shall at any one time during the continuance of this agreement be owing to the said (*capitalist*) in respect of such advances in the aggregate, the sum of £ , or upwards, then any excess of such advances over the sum of £ , shall carry interest at the rate of £5 per cent. per annum from the date when such excess shall have become due to the said (*capitalist*) until the same shall be paid.

Charge of
advances on
patents.

6. All advances made by the said (*capitalist*) as aforesaid, and all interest shall be, and the same are hereby charged upon the said patents as a first charge upon the same.

Application
of royalties,
proceeds of
sale of patent
rights, &c.

7. All monies which shall be received by way of royalties, or otherwise, as the consideration for any licence granted for the use of the said patented inventions, or any of them, or any part thereof respectively, or which shall be received as the proceeds of the sale, or other disposition of the said patents, or any share or interest therein, or which shall be received in respect of any working, using, or exercising by or on behalf of the said parties hereto, or either of them, of the said patented inventions, or any of them, or any part thereof respectively, or which shall in any manner whatever arise, or be received out of, or in respect of the said patents, or any of them, all which monies are hereinafter referred to as "the proceeds of all the said patents," shall be applied as follows:—that is to say, in the first place, in payment of the costs and charges incurred with the consent of the said (*capitalist*) attending the licence, sale, disposition, or working in respect of which the same

respectively shall be received ; and in the next place, and as a charge upon the said proceeds of the said patents, and in priority to any other payments hereinafter mentioned, in payment to the said (*capitalist*) of all advances made by the said (*capitalist*) as aforesaid with the interest thereon, in the events, and at the rate, and in manner aforesaid ; and in the next place, in payment of all expenses of working the said patents (hereinafter referred to as the patent expenses, and defined as hereinafter mentioned) ; and the balances which shall remain of the proceeds of the said patents, after making the same payments aforesaid, shall be divided between the parties hereto in equal shares.

8. For the purposes of this agreement the expression "patent expenses" shall mean and include all monies which, with the consent of the said (*capitalist*), shall be expended for any of the purposes mentioned in the 5th clause of these presents, which shall not have been defrayed by monies advanced by the said (*capitalist*).

Definition of "patent expenses."

9. There shall be set aside yearly out of the aforesaid proceeds of the said patents and premises, after payment of the said costs, charges, and interest (if any), and of the said patent expenses, such a sum not exceeding £ in any one year, as the said (*capitalist*) shall think proper, as a reserve fund for meeting contingencies, and providing monies for working and developing the patents, or for any of the purposes mentioned in the 5th clause of these presents, and such reserve fund may from time to time be drawn upon and applied for any of the purposes aforesaid, as and whenever the said (*capitalist*) shall think fit.

Reserve fund.

10. The said (*inventor*) shall give as much time and attention as may be necessary for working and developing the said patented inventions, and shall use his best endeavours to promote the success thereof, but the said (*capitalist*) shall not be bound to give more time or attention thereto than he shall think proper.

Inventor to devote attention to working patent.

11. During the continuance of the arrangement hereby made neither of the said parties hereto shall, without the consent of the other of them, grant or agree to grant any licence for working the patented inventions, or any of them, or any part thereof, or sell or dispose of his share or interest in

Neither party to grant licences, &c., without consent of the other.

the said patents or any of them, or any part thereof, or use or exercise the said invention, or make any payment, or incur any expenses, debts, or liabilities in respect of the said patents or patented inventions, and in case any payment, debt, or liability shall be so made or incurred without such consent, the same shall be made or incurred on the separate and individual account of the party making or incurring the same, and shall be borne by him exclusively, without any right to resort to the proceeds aforesaid of the said patents, and the other of the said parties hereto shall be indemnified by him in respect of the same.

Inventor
alone to work
the patent ;
rendering
accounts to
capitalist.

12. The said patents, patented inventions, and premises shall be worked, and the business thereof shall be carried on in the name of the said (*inventor*) alone as patentee ; and proper accounts shall be kept by him of all payments made, and monies received, and liabilities incurred in respect thereof, and of all transactions relating thereto, and all monies received in respect of licences, sales, and dispositions or otherwise in respect of the said patents, shall be paid into a bank to an account to be kept in the joint names of the said parties hereto, and shall not be paid out except upon the joint cheque of both parties. The books of account and other documents shall be kept in the custody of the said (*inventor*) at his office or such other place in London as the said parties hereto may agree upon, but so as that the said (*capitalist*) may at any time have access thereto. The accounts relating to the said patents, patented inventions, and premises shall be made up and balanced half-yearly on the day of , and the day of , or oftener if the said parties hereto shall so agree.

Inventor to
take all
proceedings
necessary for
protecting
patents.

13. The said (*inventor*) shall, during the continuance of the arrangements hereby made, take all such proceedings as the said (*capitalist*) shall require for keeping up the said patents and protecting and defending the same from and obtaining damages or other compensation for infringement or otherwise defending the said patents or any of them, obtaining renewals or extensions of the term of the said patents or any of them, or amending the specifications thereof, and the costs and expenses of all such proceedings as last aforesaid shall be defrayed in the first instance by the said (*capitalist*), and shall be considered as advances by him within the meaning of the

5th clause of these presents, and so far as not defrayed by the said (*capitalist*) shall be considered as part of the patent expenses as hereinbefore defined.

14. Nothing herein contained shall be construed as consti-

Clause
negating
partnership.

15. The arrangement hereby entered into shall remain in force until the expiration of the term of the patent to be granted in respect of the said application numbered afore- said, and of any renewal or extension thereof, and during any further patents, whether British, colonial, or foreign, to be obtained for the said invention, or any such improvements as aforesaid in case both the said parties hereto shall so long live. Provided always that it shall be lawful for the said (*capitalist*) at any time hereafter to determine the said arrange- ment upon giving to the said (*inventor*), or leaving for him at his last known place of business or abode in England,

Duration of
arrangement.

Proviso for
determining
arrangement
by notice.

calendar months' previous notice in writing of an intention so to do ; And in the event of the said arrangement being deter- mined by the death of either party, or by notice as aforesaid, the said patents and any extension or renewal thereof, and the proceeds of the said patents to be received in respect of any licences, sales, working, or using of the patented inventions which have been granted, effected, or taken place previously to such determination as aforesaid shall, subject to the payment thereout of the costs, charges, advances, interest, and patent expenses as aforesaid (subject to any charge thereon under the provisions hereinbefore contained in favour of the said (*capitalist*) for unpaid advances and interest) belong to the said parties hereto in equal shares, and each of the parties hereto, or their respective executors, administrators, or assigns, shall thenceforward be at liberty and entitled to work, use, and exercise the said patented inventions, and to grant licences (not being exclusive licences) for working and using the same, or to sell, assign, or otherwise dispose of his share and interest in the said patents without being liable to account to the other of such parties, his executors, administrators, or assigns, for the profits, royalties, or moneys to be derived from the same.

As witness, &c.

ASSIGNMENT OF A PATENT.

This Indenture made the day of 18 , Between
A. B. of of the one part, and C. D. of of the other
part.

Whereas by letters patent under the seal of the Patent
Office, numbered and dated day of , 18 , and
entitled "Improvements, &c. ," Her Majesty the Queen
gave and granted unto the said A. B., his executors, administra-
tors, and assigns, Her Majesty's especial licence, full power, sole
privilege and authority, that he the said A. B., his executors,
administrators, and assigns, and every of them during the term
therein expressed should and lawfully might make, use, exercise,
and vend his said invention within the United Kingdom of
Great Britain and Ireland and the Isle of Man, and the whole
profit and advantage from time to time accruing by reason of
the said invention during the term of years therein mentioned
to have, hold, exercise and enjoy the said licence, power, privi-
leges, and advantages thereinbefore granted unto the said
A. B., his excutors, 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 subject to the
conditions and provisoes therein contained. And whereas the
said A. B. has agreed for the sum of £ to assign unto the
said C. D. the said invention and the said letters patent and
all the licence, power, privilege and advantage thereby granted,
and any extension of the same, together with all improvements
and additions useful to the manufacture, the subject-matter of
the said letters patent now already in the knowledge or posses-
sion of or which may hereafter be made by the said A. B.

General
recitals.

Testatum.

Now this Indenture witnesseth that in pursuance of the
said agreement and in consideration of the sum of £ , this
day paid by the said C. D. to the said A. B. (the receipt
whereof is hereby acknowledged) he the said A. B. *as beneficial
owner (m)*, doth hereby assign unto the said C. D., his executors,

(m) By the Conveyancing Act,
1881, s. 7 (a), it is provided "In a
conveyance for valuable considera-
tion, other than a mortgage, the
following covenant by a person who

conveys and is expressed to convey
as beneficial owner (namely):—
'That, notwithstanding anything
by the person who so conveys, or
any one through whom he derives

administrators and assigns, all that the said special licence, full power, sole privilege and authority, and the said invention and all and every of the rights, privileges, profits, benefits, commodities and advantages in and by the said hereinbefore recited letters patent granted, together with the said hereinbefore recited letters patent, and also all the right, title, interest, claim and demand whatsoever of him the said A. B., his executors, administrators and assigns, or any of them, to

title, otherwise than by purchase for value, made, done, executed, or omitted, or knowingly suffered, the person who so conveys, has, with the concurrence of every other person, if any, conveying by his direction, full power to convey the subject-matter expressed to be conveyed, subject as, if so expressed, and in the manner in which it is expressed to be conveyed, and that notwithstanding anything as aforesaid that subject matter shall remain to and be quietly entered upon, received and held, occupied, engaged and taken by the person to whom the conveyance is expressed to be made and any person deriving title under him, and the benefit thereof shall be received and taken accordingly without any lawful interruption or disturbance by the person who so conveys or any person conveying by his direction or rightfully claiming, or to claim by, through, under, or in trust for the person who so conveys or any person conveying by his direction or by, through, or under anyone, not being a person claiming in respect of an estate or interest subject whereto the conveyance is expressly made through whom the person who so conveys derives title otherwise than by purchase for value; and that freed and discharged from or otherwise by the person who so conveys sufficiently indemnified against all such estates, incumbrances, claims and demands other than those subject to which the conveyance is expressly made as either before or after the date of the conveyance, have been or shall be made, occasioned or suffered by that person or by any person conveying by his direction or by any

person rightfully claiming by, through, under, or in trust for the person who so conveys or by, through, or under any person conveying by his direction or by, through, or under any one through whom the person who so conveys derives title otherwise than by purchase for value, and further that the person who so conveys and any person conveying by his direction and every other person having or rightfully claiming any estate or interest in the subject matter of conveyance other than an estate or interest subject whereto the conveyance is expressly made by, through, under, or in trust for the person who so conveys or by, through, or under, any person conveying by his direction or by, through, or under any one through whom the person who so conveys derives title otherwise than by purchase for value will from time to time, and at all times after the date of the conveyance on the request and at the cost of any person to whom the conveyance is expressed to be made or of any person deriving title under him execute and do all such lawful assurances and things for further or more perfectly assuring the subject matter of the conveyance to the person to whom the conveyance is made and to those deriving title under him subject as if so expressed and in the manner in which the conveyance is expressed to be made as by him or them or any of them shall be reasonably required: (in which covenant a purchase for value shall not be deemed to include a conveyance in consideration of marriage)."

apply and petition for, obtain and procure a prolongation, or extension of the said licence, privilege and authority, and of the said term of fourteen years granted by the said hereinbefore recited letters patent, and to apply and petition for, obtain and procure any new or other letters patent to be granted for any new or additional term or terms of years.

Habendum.

To have, hold, and receive, take, exercise and enjoy the said especial licence, sole privilege and authority, invention, letters patent, rights, privileges, and all and singular the premises hereby assigned or intended so to be unto and by the said C. D., 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 of him the said A. B. 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 C. D., his executors, administrators and assigns.

Covenant as to validity

And the said A. B. for himself, his heirs, executors and administrators doth covenant with the said C. D., 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 A. B. done, executed or permitted, the said hereinbefore recited letters patent 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 and 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 whatsoever (n).

and as to specification being sufficient, &c.

And that the specification filed by the said A. B. at the Patent Office pursuant to the conditions upon which the hereinbefore recited letters patent were granted, well and sufficiently describes and ascertains the nature of the invention mentioned in the said letters patent, and in what manner the same is to be performed, and that the same specification was

(n) It is obvious that this is a stringent covenant on the part of the patentee, inasmuch as it renders him responsible should it hereafter appear that for any reason such as

anticipation, &c., the letters patent were invalid, this covenant and the next should be carefully considered before they or either of them are inserted.

truly and duly made and filed according to and well, truly, fully and sufficiently performed and complied with the conditions in that behalf in the same hereinbefore recited letters patent expressed and contained.

In witness.

Additional Recitals.

And whereas the said A. B. has agreed for the sum of £ . . . , and for other sums by way of percentage as hereinafter mentioned, and subject to the contracts on the part of the said C. D., hereinafter contained to assign (&c., as before).

Substituted recital of agreement for a sum down and future payments. See Covenant and Conditions in such a case.

And whereas the said A. B. has applied for and obtained letters patent or a Brevet d'Invention, for the said invention in the following foreign states and countries and in the following British Colonies whereby the said A. B., his executors, administrators and assigns, have acquired the sole right privilege and authority to work, use, or vend the said invention in the said Foreign States and British Colonies for the terms of years limited respectively by the said letters patent and Brevet d'Invention, and whereas in consideration of the sum of money hereinbefore expressed, the said A. B. has agreed to assign the said letters patent and Brevet d'Invention to the said C. D.

Foreign and colonial patents recital.

And whereas the said A. B. has represented himself to the said C. D. to be to the best of his knowledge, information and belief, the true and first inventor of the said invention within this realm.

True and first inventor.

And whereas the said A. B. has assigned the said letters patent and all the rights, powers, privileges and advantages of the said A. B. in the said letters patent, and the said inven-

Previous assignments for districts (o),

(o) See special covenant necessary in such cases as to applications to amend, &c., &c.

tion for the counties of to G. H. his executors, administrators or assigns, and for the counties of to J. K. his executors, administrators or assigns, &c., &c.

and of intention to assign for other district.

And whereas the said A. B. contemplates and intends to assign the said letters patent and all the rights, powers, privileges and advantages of he the said A. B. in the said letters patent and the said invention for other districts so soon as a purchaser shall be found therefor.

Recital of licence granted.

And whereas the said A. B., by indenture dated , has granted a licence unto E. F. of , his executors, administrators and assigns, to manufacture, use and vend the said invention during the continuance of the said letters patent or any extension or renewal thereof, upon certain terms and conditions as to the payment of royalties and otherwise in the said indenture made and provided (p).

Substituted recital of agreement to assign for a district.

And whereas the said A. B. has agreed in consideration of the sum of £ to assign unto the said C. D., benefit of the said letters patent so far as the same relates to the counties of , but not elsewhere, and so far as the same relates to the said counties, all the licence, power, privilege and advantage thereby granted, and any extension of the said letters patent together with all improvements and additions useful to the manufacture the subject matter of the said letters patent now already in the knowledge or possession of or which may hereafter be made by the said A. B.

Assignment for a county (q).

Now this Indenture witnesseth that in pursuance of the said agreement, and in consideration of the sum of £ this day paid by the said C. D. to the said A. B. (the receipt

(p) This may be varied by reciting "an exclusive licence" or "an exclusive licence for the county

of ———"

(q) See proviso restricting actions for infringement.

whereof is hereby acknowledged) the said A. B., as *beneficial owner*, doth hereby assign unto the said C. D., his executors, administrators and assigns, all that the said special licence, full power, sole privilege and authority, and the said invention, and all and every the rights, privileges, profits, benefits, commodities and advantages in and by the said hereinbefore recited letters patent granted so far as the same relate to the counties of _____, and not elsewhere.

Together with all licence, powers, privileges, and advantages granted to the said A. B., his executors, administrators, and assigns: by virtue of the said recited Letters Patent and Brevets d'Invention for Foreign States and British Colonies. Foreign and colonial patents (r).

Together with all the rights, royalties, benefits and advantages of the said A. B., under and by virtue of the said recited licence granted by the said A. B. unto E. F., his executors, administrators, and assigns. Assignment of benefit of licences.

Additional Covenants. (See Recitals.)

And the said C. D. hereby covenants with the said A. B. that if and so soon as the said C. D., his executors, administrators, or assigns, shall have received out of the net profits (to be calculated as hereinafter mentioned) arising from or by means of the said invention, or such improvements as aforesaid (patents for which improvements shall have been assigned to or become vested in the said C. D., his executors, administrators, or assigns, or from or by means of any sales, or licences, or dispositions of, or dealings with the same invention, or patented improvements, or otherwise, from, or by means of the using, exercising, vending, or making the said invention, or any such patented improvement as aforesaid, or the said patent, the sum of £ _____, he, the said C. D., his executors, administrators, or assigns, shall pay to the said A. B., his executors, administrators, or assigns, at the times and in the manner Covenant as to percentage when such is stipulated for by vendor.

(r) See covenants as to maintaining such foreign patents.

hereinafter mentioned, such a sum or sums of money as shall be equal to a percentage of £ per cent. upon the net profits (to be calculated as hereinafter mentioned), arising as aforesaid, from the time when the said C. D., his executors, administrators, or assigns, shall have received the aforesaid sum of £ , and thenceforth during the remainder of the period in which the said patent hereby assigned, or any such patent for improvements as aforesaid as shall be assigned to or become vested in the said C. D., his executors, administrators, or assigns, shall continue in force. And further, that the said C. D., his executors, administrators, or assigns, will, so soon as he or they shall have received from the net profits arising as aforesaid the sum of £ thenceforth twice in every year on the day of , and the day of , or within 14 days thereafter respectively, furnish to the said A. B. an account showing the amount for the half year in respect of which the account is furnished, of the net profits arising as aforesaid; and shall within one calendar month after the date up to which such half-yearly account is furnished, pay to the said A. B., his executors, administrators, or assigns, the percentage by the said account appearing to be due.

Covenant not to apply for leave to amend applicable to assignments for a district (c).

And the said C. D. covenants with the said A. B. that he the said C. D., his executors, administrators and assigns, will not apply for leave to amend, or amend, or cause to be amended, the said specification or the drawings thereof, in any way whatsoever without the consent of the said A. B., his executors, administrators, or assigns, in writing, first had and obtained—such consent not to be unreasonably withheld (s).

(s) In some cases where the district assigned is large a converse covenant on the part of the assignor should be inserted.

(t) A great difficulty is introduced by section 36 of the Act of 1889: "A patentee may assign his patent for any place in or part of the United Kingdom or Isle of Man as effectually as if the patent were originally granted to extend to that place or part only." It will be observed that under this section a patentee can create innumerable patentees all with coequal rights,

not only amongst themselves but with the original patentee, but still all possessing only one original patent and one specification. It was clearly not the intention of the legislature that the specification might be split up and amended in one county and not in another and so on; but on the other hand the whole validity and value of a patent may very often depend upon the question of amendment or non-amendment—if one assignee amends he might by doing so ruin all the others, on the other hand by refus-

And that in case he, the said A. B., shall obtain letters patent in respect of any improvements, additions to, or discovery useful to the manufacture the subject-matter of the said recited letters patent, he shall, at the expense of the said C. D., his executors, administrators, or assigns (if and when requiring him to do so), execute and do all such assurances and things as shall be necessary or convenient for vesting the same letters patent, and the exclusive benefit thereof, for the said counties in the said C. D., his executors, administrators, or assigns.

Covenants by assignor as to taking future patents in assignment for a district only.

And also that he the said A. B., his executors, administrators, or assigns, will pay all fees necessary for the renewal of the said letters patent respectively during the respective terms comprised therein one calendar month at least before the times provided by the Patents, &c., Act, 1888, or the rules made in pursuance thereof in that behalf, but in case of non-payment thereof as aforesaid, will, if required by the said C. D., his executors, administrators, or assigns, permit him or them to pay the same, and any sum if so paid by him or them shall be repayable on demand, together with interest thereon at the rate of 5 per cent. per annum from the time of payment thereof and until repayment, and shall together with the interest aforesaid, be a charge upon the interest of the said A. B. and his executors, administrators, or assigns, in the said letters patent respectively.

Covenant to pay fees on renewal when patent assigned for a district only.

And the said A. B. hereby covenants with the said C. D. that the said A. B. will without any further remuneration or royalties communicate to the said C. D. all improvements which the said A. B. may during the continuance of the said patent invent, discover, or make for or in connection with the said invention, and also all improvements, whether patented or not, of which the said A. B. shall become the owner or of which the said A. B. shall have the control, and will, so far as practicable, at the request and expense of the said C. D., render the same available for the exclusive use of the said C. D., and do

Covenant to communicate and assign future improvements.

ing to consent to an amendment he might do the same thing. The author has drafted a precedent clause which might do for some

instances, but it is chiefly introduced to call the attention of conveyancers to the difficulty of the position.

every act, deed, and thing which may be necessary or expedient for obtaining and perfecting patents for all or any such improvements, and for assigning or vesting the same to or in the said O. D.

Conditions to be inserted when a percentage is to be paid as well as a sum down.

And it is hereby further agreed and declared between and by the said parties hereto as follows :

1. For the purpose of calculating the moneys to be derived as aforesaid, there shall be deducted from the gross moneys received from or by means of the said inventions, or such patented improvements as aforesaid, or any sales, or licences, or other dispositions and dealings with the same, or otherwise, from, or by means of the using, exercising, vending, or working the invention, or patented improvements, or patent, which moneys are hereinafter called the gross receipts, all costs, charges, losses, damages, and expenses whatsoever, which the said O. D., his executors, administrators, or assigns, may have already paid or incurred, or may hereafter pay or incur, in or about the obtaining, or endeavouring to obtain, or the keeping in force any such patent for improvements as aforesaid, or the assigning the same to the said O. D., his executors, administrators, or assigns, or in or about the introducing to the public the said patents, inventions, and patented improvements, or any of them, or in or about any such sales, licences, or other dispositions, or dealings as aforesaid, or in or about any legal, or other proceedings, which may be taken for the purpose of restraining infringement of the said patents, or any of them, or for recovering damages for infringements, or which may be taken in respect of any sale, or proposed sale of the said patents, or any interest therein, or any licence or proposed licence for working the said invention and patented improvements, or any of them, or any part thereof ; or generally in any manner in or about the said patents, or any of them, or the using, exercising, vending, or working the said invention, or patented improvements, or any of them, or patents, all which costs, charges, losses, damages, and expenses are hereinafter referred to as patent expenses, together with interest at the rate of £ per cent. per annum, upon such patent expenses respectively from the time of the payment thereof, and the difference between the gross receipts for any half year and the

patent expenses for the same half year, shall be the net profits arising as aforesaid, upon which the percentage aforesaid is to be paid.

2. Proper books of account shall be kept by the said C. D., ^{Keeping} his executors, administrators, and assigns, in which true, plain ^{accounts.} and perfect entries shall be made of all the payments, expenses, and gross receipts aforesaid, and such books of account shall at all reasonable times be open to the inspection of the said A. B., his executors, administrators, or assigns, or any agent duly appointed by him or them in writing.

3. Nothing herein contained shall be construed as obliging ^{Assignee not} the said C. D., his executors, administrators, or assigns to ^{to be bound} obtain, or endeavour to obtain, any patent for any such ^{to apply for} improvements as aforesaid, or to accept any assignment of ^{patent for} any patent for such improvements, or to pay the stamp duty ^{improvements.} upon, or to defend, or maintain the said patent hereby assigned, or any such patent for improvements as aforesaid, which may be assigned to, or become vested in him or them, in performance of the covenants in that behalf hereinbefore contained, or to take any steps for restraining infringements of the same patents, or any of them, or recovering damages for any infringement, or to make any sale or sales of the said patents, or any interest therein, or to grant any licence, or licences for the use of the said invention, or any such patented improvements as aforesaid, or any part thereof respectively, or in any manner to use, exercise, vend, or work the said invention, improvements or patents, or any of them ; it being hereby expressly agreed and declared that the said C. D., his executors, administrators or assigns, is and are and shall be the absolute owners of the said patent hereby assigned and of any patent or patents for improvements which may be assigned to or vested in him or them as aforesaid, or which he or they may under the covenants aforesaid, require to be assigned to him or them ; and that the said C. D., his executors, administrators, or assigns, shall not in regard to the said patents, or any of them, be subject to any control or interference whatsoever of the said A. B., his executors, administrators or assigns.

4. During the continuance of the said patent hereby ^{Assignor not} assigned, and during the continuance of any patent or patents ^{to assign} for improvements which may be assigned to or become vested ^{interest} ^{without} ^{consent.}

Assignee not to reassign without consent.

in the said C. D., his executors, administrators, or assigns as aforesaid, the said A. B., his executors, administrators, or assigns, shall not sell or dispose of the percentage payable to him or them as aforesaid without the consent in writing of the said C. D., his executors, administrators, or assigns; nor shall the said C. D., his executors, administrators, or assigns, sell, or dispose of the said patents, or any of them, without the consent in writing of the said A. B., his executors, administrators, or assigns.

No partnership.

5. Nothing herein contained shall be considered as constituting a partnership between the said parties hereto.

No warranty, of validity.

6. Nothing herein contained shall be construed as a warranty by the said A. B., of the novelty or utility of the said invention, or of the validity of the said patent hereby assigned.

Proviso to be inserted in assignment for a district of certain inventions (u).

Provided always, and it is hereby further agreed and declared, that no action at law or equity shall be brought by the said C. D. against any person or persons to restrain infringements or to recover damages in respect of the mere user of (*collar studs made in pursuance of the said patented invention*) within the said county of provided that such user be not for profit or for sale, or in the way of trade.

NON-EXCLUSIVE LICENCE TO USE PATENTED INVENTION IN CONSIDERATION OF AN ANNUAL PAYMENT AND THE PURCHASE OF THE PATENTED ARTICLES FROM THE INVENTOR.

Parties.

This Indenture made the day of 18 , between A. B., of , hereinafter called the patentee of the one part, and C. D. of , hereinafter called the licensee of the other part.

Recitals.

Whereas the patentee is in possession of and entitled to the

(u) It is evident that some such proviso as this is of the utmost importance, when the patent is for an article of common use. The words of section 36 are:—“A patentee may assign his patent for any place in or part of the United Kingdom or Isle of Man as effectually as if the patent were originally

granted to extend to that place or part only.” It would create great confusion and injury to all parties if a man travelling from London to York were liable to actions by different assignees of the districts through which he travelled on account of wearing a particular collar stud.

full benefit of certain letters patent dated and numbered
 for an invention entitled , And whereas the patentee
 has agreed to grant to the licensee a licence to use the said
 invention at , in the course of his trade and business as a
 upon the terms and conditions hereinafter set forth.

Now this Indenture witnesseth that in pursuance of the
 said agreement and in consideration of the payments and
 covenants hereinafter reserved, contained, and on the part of
 the licensee to be paid and performed, he the patentee grants
 to the licensee full and free licence and authority during all
 the residue now to come and unexpired of the term of fourteen
 years by the said patent to use the said invention in the course
 of his trade and business as a , upon the terms and con-
 ditions following, that is to say :

1. The licensee shall pay to the patentee upon the execution Payments by
 of this indenture the sum of £ , and further shall once in licensee.
 every year during the continuance of the said letters patent,
 including any extended term thereof, pay the sum of £ ,
 the first of such payments to be made on or before the day
 of , 18 .

2. The licensee shall purchase of the patentee and the Covenant to
 patentee shall sell and deliver to the licensee all the *(here insert* purchase
name and description of patented articles) which the licensee shall patented
 from time to time require, paying for the same after the rate of articles.
 per *(dozen or gross)* with net cash within one month after
 delivery.

3. The licensee shall not manufacture or vend any of the Covenant
 said , but shall only be entitled to use the same in the not to
 course of his trade or business, and the licensee shall not pur- manufacture
 chase or otherwise acquire any of the said other than of the or sell.
 patentee.

4. The licensee shall be at liberty upon giving months' Power to
 notice in writing to the patentee to determine the licence and licensee to
 all the terms and conditions thereof, provided always that upon determine
 any such determination the licensee shall deliver to the patentee licence.
 free of charge all the which at that time shall be in his
 possession, or in the possession of any of his servants, agents,
 or customers.

5. In the event of the infringement of the said patent by Covenant by
 any person or persons the licensee shall at the cost of the licensee to
 render

assistance
to patentee
in actions.

Proviso
patentee not
to be bound
to take action.

Determination
of licence on
default by
licensee.

Determination
on patent
being declared
invalid.

Reduction of
payments to
level of other
licences.

patentee render to him all the information and assistance in his power to enable the patentee to restrain further infringements of the said patent, and to recover damages for any past infringements thereof: Provided always that nothing herein contained shall be construed as placing the patentee under any obligation to take proceedings for the purpose of restraining or recovering damages for infringements, or as in any manner exonerating the licensee from payment of the amounts and observance of the covenants herein reserved and contained by reason that the profits of the licensee from the use of the said invention may be diminished on account of such infringements being permitted.

6. Should the licensee make default in the payment of the annual sum hereinbefore provided for, within twenty-one days after the same shall have become due, or commit any breach of the covenants herein contained as on his part to be observed, it shall be lawful for the patentee by writing under his hand to give to the licensee, or leave at his usual or last known place of business in England notice of the patentee to determine this present licence, and thereupon this licence shall be deemed to be determined, and the licensee shall deliver to the patentee as soon as practicable, free of charge, all the which at that time shall be in his possession or in the possession of any of his servants, agents, or customers.

7. If during the continuance of the licence hereby granted the said patent shall be pronounced to be invalid by a decision of the House of Lords, these presents shall be void as to the future operation thereof, but without prejudice to any rights or liabilities which shall be then subsisting on either side with respect to any prior breach of any of the covenants and agreements herein contained.

8. If whilst this licence is in force the patentee shall at any time grant any licence or premium to any other person or persons for the use of the said invention in the United Kingdom, and shall reserve any annual payment or charge any price for the said lower than the annual payments and price reserved under and by virtue of this indenture, then that the annual payments and price thenceforward payable to the patentee shall be reduced to an amount equal to the lowest

price reserved and payable for the use of the said invention by such other person.

9. The patentee shall be at liberty from time to time, and at all times hereafter, without the consent or concurrence of the licensee to apply for and procure the amendment of the specification or specifications of the said invention, whether by way of disclaimer, amendment or alteration.

Power of
patentee
to amend
specification.

10. The word patentee herein shall include the patentee, his executors, administrators, or assigns, and he shall be deemed to covenant as beneficial owner with like effect as if this indenture were a conveyance within the meaning of the Conveyancing and Law of Property Act, 1881. The word licensee shall include the licensee, his executors, administrators, and assigns.

Transmission
clause and
cost as
"beneficial
owner."

11. Nothing in this indenture contained shall preclude or estop the licensee from disputing the validity of the said patent after the determination of the licence by notice or otherwise.

Licensee not to
be estopped
after deter-
mination of
licence.

12. If any dispute, question, or difference shall arise between the parties to these presents, touching these presents or any clause or thing herein contained, or the construction hereof, or any matter in any way connected with these presents, or the operation hereof, or the rights, duties, or liabilities of either of the said parties hereto in connection with the premises then and in every or any such case the matters in difference shall be referred to two arbitrators or the umpire, pursuant to and so as with regard to the mode and consequences of the reference, and in other respects to conform to the provisions in that behalf contained in the Common Law Procedure Act, 1854, or any other subsisting statutory modification thereof, and upon every or any such reference the arbitrators and umpire shall respectively have power to examine the parties and witnesses upon oath or affirmation, and either to fix, settle, and determine the amount of cost of the reference and award respectively or incidental thereto to be paid by both parties or either party, or to direct the same to be taxed either as between solicitor and client, or otherwise to direct and award when, by and to whom such costs shall be paid.

Arbitration
clause.

As witness, &c.

EXCLUSIVE LICENCE FOR A DISTRICT.

Recitaln.

This Indenture made the day of 188 , Between A. B. of , hereinafter called the grantor of the one part and C. D. of hereinafter called the grantee of the other part. Whereas the grantor is the registered legal owner of certain letters patent dated and numbered granted for an invention entitled . And whereas the grantor has agreed to grant to the grantee the sole and exclusive licence to make, use, exercise, or vend the said invention within the counties of upon the terms and conditions hereinafter appearing. Now this Indenture witnesseth and it is agreed as follows :—

Grant.

1. The grantor *as beneficial owner* and with like effect as if these presents were a conveyance, doth hereby grant unto the grantee, his executors, administrators and assigns, the sole and exclusive licence to make, use, exercise or vend the said invention within the counties of and during the continuance of the said letters patent or any extended time thereof, together with all improvements and additions useful to the manufacture the subject-matter of the said letters patent now already in the knowledge or possession of or which may hereafter be made by the grantor.

Consideration
and royalty
reserved.

2. The grantee shall upon the execution of these presents pay to the grantor the sum of £ , and shall further pay to the grantor during the continuance of the licence once in every year on the day of or within twenty-one days thereafter the sum of £ by way of annual royalty. Provided always that in the event of the said letters patent being adjudged invalid by any court of competent jurisdiction and within months of the said judgment the grantor, his executors, administrators, or assigns, shall not have done all things necessary for the purpose of appealing from the said judgment, or in the event of the said letters patent having been adjudged invalid by the House of Lords, then that these presents shall be deemed to be cancelled, and all payments accruing thereafter from the grantee to the grantor shall cease, but without prejudice to the recovery by the grantor of any moneys then already due.

3. The grantor shall not without the consent of the grantee, ^{Grantor not to amend.} his executors, administrators or assigns, in writing first had and obtained apply for leave to amend the specification to the said letters patent in any way whatsoever (x).

4. The grantee shall be at liberty upon giving ^{months'} notice in writing to the grantor to determine this licence and all the terms and conditions thereof, and thereupon the said letters patent for the district hereinbefore defined, and all the rights and privileges thereby granted, shall revert in the grantor absolutely, and the annual payments hereinbefore provided for shall cease. ^{Grantee to be at liberty to determine.}

5. The grantee shall be at liberty either in his own name or ^{As to actions} in the name of the grantor, or both, as he may be advised, to bring any action or proceeding for the purpose of restraining the infringement of the said letters patent within the district hereinbefore defined. Provided always that before in any way making use of the name of the grantor in any such action or proceeding the grantee shall give security to the satisfaction of the grantor to indemnify him in respect of any costs or damages which he may become liable for by reason of any such action or proceeding.

6. The grantor shall pay all fees necessary for the renewal ^{Payment of fees, &c.} and maintenance of the said letters patent during the term comprised therein one calendar month at least before the times provided by the Patents, &c. Act, 1883, or the rules made in pursuance in that behalf thereof, and in case of non-payment thereof as aforesaid, the grantee shall be at liberty to pay the same and to deduct any monies so paid by him from the annual payments hereinbefore provided for, or to recover the same from the grantor at the grantee's option.

7. Should the grantor during the continuance of this licence obtain letters patent in respect of any improvements, additions to, or discovery useful to the manufacture of the subject-matter of the said letters patent, he shall at the expense of the grantee grant to him an exclusive licence to make exercise use or vend the invention the subject-matter of the said further letters patent within the said district without any extra or additional

(x) See last preceding precedent for the converse—in a general licence the patentee should reserve power to amend, but in an exclusive licence it is obviously otherwise.

payment on the part of the grantee. **Provided always** that the grantor shall not be bound to maintain or keep in force the said further letters patent by payment of the prescribed fees or otherwise.

Default in
payment of
royalty.

8. Should the grantee make default in the payment of the annual royalty reserved by the second clause hereof as therein provided, it shall be lawful for the grantor to serve upon the grantee by leaving the same at his last known place of business or abode notice in writing determining these presents, and thereupon the licence hereby granted shall cease but without prejudice to the right of the grantor to sue for and recover any arrears of the said annual royalty which may then be due.

No warranty
of validity.

9. The licensor notwithstanding anything herein to the contrary shall not be deemed in any way to warrant or represent the validity of the said letters patent.

In witness, &c.

MORTGAGE OF A PATENT.

Parties.

This Indenture made the day of 188 , Between A. B. of , hereinafter called the mortgagor of the one part, and C. D. of , hereinafter called the mortgagee of the

Recitals.

other part. Whereas the mortgagor is the registered owner of certain letters patent dated 188 and numbered for an invention entitled "Improvements, &c. ." And whereas the mortgagee has agreed to lend to the mortgagor the sum of £ to be secured together with interest thereon by mortgage

Testatum.

of the said letters patent as hereinafter expressed. Now this Indenture witnesseth that in consideration of the sum of £ this day paid by the mortgagee to the mortgagor (the receipt whereof is hereby acknowledged) the mortgagor doth covenant with the mortgagee that he the mortgagor will pay to the mortgagee on the day of 188 , the sum of £ together with interest thereon at the rate of £ per cent. per annum. And this Indenture also witnesseth that for

Assignment

the consideration aforesaid the mortgagor *as beneficial owner* doth hereby assign to the mortgagee the said letters patent and the sole and exclusive benefit thereof and all extensions thereof and all the rights, privileges, profits, benefits, commo-

dities and advantages by the said letters patent granted to have and to hold the same to the mortgagee subject to the proviso for redemption hereinafter contained. **Provided** Proviso for redemption. always that if the mortgagor shall pay to the mortgagee the sum of £ with interest for the same at the rate aforesaid then that the mortgagee will at any time thereafter at the request and cost of the mortgagor re-assign to him the said letters patent and the sole and exclusive benefit thereof. And the mortgagor doth hereby covenant with the mortgagee that if the said sum of £ or any part thereof shall remain unpaid after the said day of 18 , he the mortgagor will pay to the mortgagee so long as the said sum of £ or any part thereof shall remain unpaid interest upon such sum as shall from time to time remain unpaid after the rate of £ per cent. per annum by equal half-yearly payments on the day of and the day of in every year. **Provided** also that if the mortgagor shall on every day of and day of until the day of 18 , or within days after the said days respectively pay to the mortgagee all interest then due and shall perform and observe all the covenants on his part to be performed or observed then the mortgagee will not before the day of 18 call in the principal sum aforesaid or any part thereof. **Provided** also that the mortgagor shall not before the day of 18 compel the mortgagee to receive the said principal sum or any part thereof. And that the mortgagor during the continuance of the security will take all steps necessary for the protection of the said letters patent and maintaining the same in full force and effect and for the prevention of any infringement thereof and will pay all fees necessary for the continuance of the said letters patent one calendar month at least before the same shall become due and payable and will whenever required to do so produce to the mortgagee or his agent the receipts for the said fees and in default of the mortgagor taking any such steps as aforesaid or protecting the said letters patent from infringement or making payment of the said fees it shall be lawful for the mortgagee to do or pay the same either in his own name or in the name of the mortgagor as he the mortgagee shall elect and to sue for and recover from the mortgagor any costs, charges or expenses which he may incur in so doing or at his

Mortgagor to be at liberty to use and work invention,

and grant licences.

Mortgagor to supply copy to mortgagee. Proviso for foreclosure.

Communication of improvements.

As to amendments.

As to application for extension.

option to allow the same to remain on the security hereof as monies advanced as aforesaid. Provided always that until the mortgagee shall become entitled to exercise the power of sale to be implied herein the mortgagor shall be at liberty to use and work the said invention without interruption from the mortgagee and also may (but so that he shall in each case give to the mortgagee days at least notice in writing of his intention so to do and of the particulars thereof) with the consent of the mortgagee in writing but not otherwise grant licences to use and work the said invention as from the dates thereof respectively for the whole or any part of the term comprised in the said letters patent. And further the mortgagor shall within fourteen days after the execution of every such licence furnish the mortgagee with a copy of the same. Provided also that *from and after* the time when the mortgagee shall first become entitled to exercise the statutory power of sale to be implied herein but subject to any licences which may have been granted as hereinbefore authorised it shall be lawful for him alone to work the said invention and to grant licences in respect thereof or to assign the said letters patent and invention for districts or otherwise to deal with the same in any manner that he shall think fit. And the mortgagor doth hereby further covenant with the mortgagee that he will communicate to the mortgagee during the continuance of this security all improvements which he may discover or make in connection with the said invention and also all improvements which during the said time he shall have control of or acquire by purchase or otherwise and whether patented or not and such improvements and letters patent if any shall be deemed to be comprised within this security and the mortgagor will execute all documents and do all things necessary to extend the operation of this security to all such improvements or letters patent. And that during the continuance of this security the mortgagor will not without the consent of the mortgagee first had and obtained amend or apply for leave to amend the specifications to the said letters patent or either of them in any way whatsoever. And lastly that it shall be lawful for the mortgagee if the monies secured hereby shall not have been repaid within one year from the expiration of the term of fourteen years for which the said letters patent

were originally granted to apply for an extension of such term in his own name or in the name of the mortgagor or of both of them as he shall think fit and the mortgagee shall do all acts and things and execute all documents and prepare all accounts necessary for such application. And it is hereby declared that except where the context requires a different interpretation, each of the expressions "the mortgagor" and "the mortgagee" shall whenever used herein be also applicable as far as possible to the executors administrators and assigns of the person designated thereby. ^{Transmission clause.}

In witness, &c.

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