

action is brought with due diligence, the time of issuing the threats, and not the time when the party bringing the action first knew of the acts which he alleges to be infringements, is the period to be looked at (*k*).

In *Burney v. United Telephone Co.*, (*l*), upon an interlocutory motion to restrain threats, the defendants declined to bring an action for infringement on the ground that the plaintiff was a man of straw, Chitty, J., said: "Sect. 32 of the Act of 1883, under which this motion is made contains this condition, 'If the alleged manufacture . . . to which the threats related was not in fact an infringement of any legal rights of the person making the threats.' In this case there appears to be a serious question between the parties whether the instrument sold by the plaintiff is an infringement or not of the defendant company's patent rights. There is a conflict of affidavits upon the point, and therefore the question is one which the Court cannot decide on this motion. As the plaintiff is not able to prove that there is not in fact any infringement of the defendant company's rights, which is a condition precedent to his obtaining an injunction, the motion must be refused." Costs were ordered to be costs in the cause.

In *Sharp v. Brauer* (*m*), which was an action to restrain threats and for damages, Bacon, V.-C., said: "Upon the question of damages, the case is covered over and over again by decisions. Unless there is plain evidence of malice, in the plain common vernacular meaning of the word malice, there is no cause of action."

In *Challender v. Royle* (*n*), upon the subject of an *Interlocutory Injunction* in an action to restrain threats, Cotton, L. J., said: "I think, however, that before going to the

(*k*) *Challender v. Royle*, 36 Ch. D. 423.

(*l*) L. R. 28 Ch. D. 394.

(*m*) Griffin, P. C. 205. See also *Sugg v. Bray*, Griffin, P. C. 210, and

Halsey v. Brotherhood, 15 Ch. D. 514, and 19 Ch. D. 386; *Wren v. Weild*, 4 Q. B. L. R. 730.

(*n*) 36 Ch. D. at p. 435.

proviso, I ought, having regard to the judgment of the Vice-Chancellor, to state my opinion as to how the matter ought to be dealt with in an interlocutory application. As far as I understand the Vice-Chancellor, he seems to have considered that he could not enter, or that he need not enter, at this stage of the cause into the question, whether the sale of the plaintiff's tap-unions was an infringement of the defendant's patent, or whether that patent was a valid patent, and that all he need consider was the balance of convenience and inconvenience as between these parties in granting or refusing the interlocutory injunction. I must express my dissent from that view. It is very true that in all cases of interlocutory injunction the Court does consider and ought to consider the balance of convenience and inconvenience in granting or refusing the injunction. But there is another and very material question to be considered, has the plaintiff made out a *prima facie* case? That is to say, if the evidence remains as it is, is it probable that at the hearing of the action he will get a decree in his favour? Therefore, though I quite agree that the Court ought not on an interlocutory injunction to attempt finally to decide the question, whether the act complained of is an infringement, or (if the question of the validity of the patent is raised), whether the patent is a valid one or not, yet in my opinion it ought to be satisfied that on one or both of these two points, the plaintiff in the action has made out a *prima facie* case, and unless the Court is so satisfied it would be wrong to grant an injunction merely on the ground that it cannot do the defendant any harm."

It has been deemed advisable to limit the remarks in this work to such points of practice as pertain particularly to the law of patents. The general practice of the Courts has not been dealt with, and the practitioner is referred to the ordinary books of practice for such general information as he may require.

FORMS

FOR PROCEEDINGS IN THE HIGH COURT OF JUSTICE.



INDORSEMENT ON WRIT.

1. *Action for Infringement.*

THE plaintiff's claim is:—

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

2. For damages for the infringement of the said patent, or Damages.
alternatively that an account may be taken of all the machines Account.
made in infringement of the said patent which have been manu-
factured, 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.

3. That the defendant may be ordered upon oath to deliver Order for
up to the plaintiff, or break up, or otherwise render unfit for destruction.
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. *Action to restrain Threats.*

THE plaintiff's claim is:—

1. For an injunction restraining the defendant from, by cir- Injunction.
culars, 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.

3. PETITION FOR THE REVOCATION OF A PATENT.

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 authorized to petition by sect. 26, sub-sect. 4 of the Patents, &c. Act, 1883) (*a*),

Sheweth as follows :—

Grant.

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

Not first inventor.

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

Obtained in fraud of petitioner.

3. The said letters patent were obtained by the said [*name 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 ———].

Invention not new.

4. The said invention was not at the time of the date of the said letters patent a new invention as to the public use and exercise thereof within this realm.

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.

(*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 peti-

tioner must appear; if under (*b*), the fact of the authority of the Attorney-General must be stated. *Glaxbrook v. Gillatt*, 9 Beav. 492.

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 (b) _____, _____.

4. 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.

5. 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.

(b) 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.

First
inventor.

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

Utility.

4. The said invention is of great public 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.*]

Infringement.

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

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].

6. INTERLOCUTORY ORDER TO RESTRAIN INFRINGEMENT OF PATENT.

Form 1.

Interlocutory
injunction.

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

(c) 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.

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 (*d*).

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, using, or putting in practice the invention described in the 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 (*e*). The same on terms.

7. 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 motion, but does order that the costs of the said motion be costs in the cause (*f*). Refusal on terms.

8. 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, ^{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 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 pay- Scientific witnesses.

(*d*) *Dudgeon v. Thompson*, M. R., 16th March, 1876, B. 424.
24th March, 1874, A. 723.

(*e*) *Plimpton v. Spiller*, M. R., R., 4th March, 1875, B. 421.

ing the reasonable charges of the defendants for the same,
 Take samples. 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 afore-
 said, to enter into and upon their said premises for the purposes
 aforesaid, and that the costs of this application may be costs in
 Costs. the action (g).

9. 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
 Machines to the said defendants, and that the said machines ^{or} and process may
 be worked. be put to work upon such inspection, and that the plaintiff, his
 Samples. 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.

10. 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 at
 all such times and as often as in the opinion of the said A. B. be
 requisite, on giving 3 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 un-
 finished 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” (h).

(g) *Flower v. Lloyd*, 1876, A.
 1254.

(h) *The Germ Milling Co. v.*
Robinson, 55 L. J. Ch. 287.

11. INSPECTION, AND ORDER FOR DELIVERY BY DEFENDANT SAMPLES FOR ANALYSIS.

[*Title as above.*]

[*Formal parts as above*] may be at liberty, upon giving three days' previous notice in writing to the defendants' solicitors, to enter upon the defendants' 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 (*i*). Samples for analysis.

12. ORDER FOR INSPECTION OF DEFENDANTS' PROCESS BY EXPERTS.

Let I. and C., of, &c. be at liberty at all seasonable 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 pro- Order for experts.

(*i*) 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. *Ames 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 inspection is necessary for the pur-

pose 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. 560, the Court refused to give the plaintiff inspection 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.

cess by which such printed and decorated tin (*j*) 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 (*k*).

13. STATEMENT OF CLAIM.

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 — day of —, for an invention entitled improvements in the manufacture of iron and steel.

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

Injunction, damages, account. 3. The plaintiff claims an injunction to restrain the defendant 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—

14. PARTICULARS OF BREACHES.

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

(*j*) 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. 969.

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

his 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 Selling, Smith 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.

[*Formal parts as above.*]

1. The defendant, on or about the _____ day of _____, Making. manufactured at his factory at _____, in the county of _____, sewing machines, which sewing machines were infringements of the plaintiff's patent.

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

3. The defendant, on or about the _____ day of _____, in Using. 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.*)

15. 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' speci- Pages and

(*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.

lines of
specification.

fication 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).

16. 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—.

17. PARTICULARS OF OBJECTIONS IN ACTIONS FOR INFRINGEMENT, AND ON PETITION FOR REVOCATION.

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.

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

1. That the plaintiff [*or alleged inventor*] was not the first and true inventor of the said invention within this realm. First inventor.

2. That the alleged invention was not subject-matter of a grant of letters patent, within the meaning of the 6th section of the Statute of Monopolies (that is, the act of the 21st year of King James I. ch. 3). Subject-matter.

3. That the alleged invention was not useful to the public. Utility.

4. That the specification of the said invention was not sufficient, and was unintelligible. Insufficiency of specification.

5. That the alleged invention was not a new invention as to the public use and exercise thereof within this realm. Novelty.

6. That the alleged invention was published in a specification, dated the _____ day of _____, and numbered _____, and issued by Her Majesty's Commissioners of Patents prior to the date of the said letters patent. Prior publication in specification.

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 _____.

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 _____.

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 _____.

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. Combination not distinguished.

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.

18. ORDER FOR DELIVERY OF FURTHER PARTICULARS OF OBJECTIONS.

Let the order dated 6th July, 1876, whereby it was ordered that the defendants shoul' 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 (o).

19. 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 Feb., 1875 (*delivery of the original particulars of objection*), and to tax the plaintiff's costs of this suit subsequently to the said 23rd Feb., 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

(o) *Flower v. Lloyd* (C. A.), 2nd Varying order of V.-C. B., 6th July, August, 1876, A. 1523; 25 W. R. 17. 1876, A. 1252.

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 (*p*).

20. 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 (*q*).

21. 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 patent of the ——— day of ———, was or was not, at the date of the said letters patent, new as to the public use and exercise thereof within this realm; Novelty.
2. Whether the plaintiff was the true and first inventor of the said invention; First inventor.
3. Whether the specification of the said letters patent in the pleadings mentioned does or does not particularly describe 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; Sufficiency of specification.
4. Whether the defendant has, or has not, infringed the said 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; Infringement.
5. Whether the undisclaimed portions of the said alleged invention were used in the United Kingdom at the date of the said letters patent; Disclaimer.

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

(*q*) *Birch v. Mather*, 22 Ch. 629.

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.

22. 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 mentioned, 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

Delivery of
objections.

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 (r). Liberty to apply.

23. 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. K., & 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 February, 1877, the bill, answers, orders, record for trial, and the certificate of the Master of the Rolls, the judge before 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 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 Evidence.
Certificate.

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

of H. J. A., W. B. P., W. G. A., A. F. S., J. I., T. M. W., G. B., O. 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 Jowitt'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, and for the purposes mentioned in the said specification, or fitted with any apparatus for causing the skate to run in 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.

Proof of
breaches.

Injunction.

Mechanical
equivalents.

Enquiry as to
damages.

Payment of
amount.

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.

Destruction.

Full costs.

Liberty to apply.

W. C.

Entered.
G. L.

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

24. 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.

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 forth-

Injunction.

Account of profits.

Destruction. with 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 (s).

Ordinary costs.

25. 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.

Injunction. Let an injunction be awarded to restrain the defendant, S., 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 drawing, 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 (t).

Delivery up of articles.

26. 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 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 order [*and*] decree [*and adjudge*] that an injunction be awarded

Findings of jury.

Evidence.

(s) *Plimpton v. Malcolmson*, M. R., 26th January, 1876, B. 381.

(t) *Tangye v. Scott*, V.-C. W., 12th February, 1866, B. 461.

to restrain the defendant, O., his agents, servants, &c., during the subsistence [continuance] of the plaintiff's 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 (u).

Injunction.
Order to inspect and mark.
Account.

Costs.

27. 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 [*certificate 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.

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

T.

X

28. CERTIFICATES NECESSARY UNDER SECT. 29, SUB-SECT. 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.

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. 32, decision of Kekewich, J., affirmed by the Court of Appeal, Cotton, Fry and Lopes, L.JJ., 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.**

PROVISIONAL SPECIFICATION. AN IMPROVED MECHANICAL Title.
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 is

* 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.

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.

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:—

Description
of drawings.

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.

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 8, 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

Claim.

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.

Dated this 19th day of September, 1885.

COMPLETE SPECIFICATION.—APPLICATION OF AN
 OLD ARTICLE IN A NEW MANNER. 1876.
 No. 4216.

NOTE.—*This was the specification contested in Morgan & Co. v. Windover & Co., 5 P. O. R. 295, held by the Court of Appeal, Lord Coleridge, L.C.J., and Cotton and Bowen, L.JJ., amongst other findings to be sufficient in all respects and to disclose good subject-matter for a patent. Decision of Kekewich, J., affirmed. (One sheet of drawings not inserted here.)*

GEORGE HENRY MORGAN of Long Acre in the County of Title.
 Middlesex. "IMPROVEMENTS IN CARRIAGES."

The invention has for its object improvements in carriages and relates to that description of carriage in which the body is supported by C springs at both the front and back thereof. Heretofore in such description of carriage the lower parts of the front C springs have been fixed to the top "beds" of the "under carriage" and elliptic springs have been fixed to the axle to support the "under carriage" whilst a "perch" was necessary to hold the front under carriage and the hind under carriage together. This arrangement of parts was expensive, cumbrous and inconvenient. Description.

Now according to my invention I am enabled to dispense with the "perch" and with the front elliptic springs whilst I obtain a "full lock" to the under carriage and produce a cheaper, more elegant, more compact and otherwise convenient form of carriage. For this purpose I fix the lower parts of the front C springs to the axle and I give support to the tails of such springs by connecting them to a cross spring fixed at its centre to a stay or stays fixed to the "framing pieces" of the "bottom bed" or I connect the tails of such C springs to "half springs" fixed to the "bottom bed."

The bows of the C springs are connected by links or loops to bearings fixed to the "bottom bed" of the "under carriage" and the body of the carriage is bolted to the "top beds" of the under carriage as has been the usual practice when common elliptic springs have been used to carry the body.

And in order that my said invention may be more clearly

understood and readily carried into effect I will proceed aided by the accompanying drawings more fully to describe the same.

Description
of drawings.

DESCRIPTION OF THE DRAWINGS.—Figure 1 is an elevation and Figure 2 is a plan of parts of a carriage with my invention applied thereto and showing the tails of the front **C** springs supported by a cross spring and Figures 3 and 4 are respectively an elevation and plan of parts of a carriage having my invention applied thereto but showing the tails of the **C** springs at both the front and back supported by “half springs.”

Like parts are marked with similar letters of reference in all the Figures.

a is the body of the carriage. *b* are the front **C** springs and *c* are the back **C** springs.

According to my invention I dispense with the “perch” heretofore employed in carriages having the body supported by **C** springs at both the front and back thereof and I fix the lower parts of the **C** front springs *b* to the axle *d* and according to the arrangement shown at Figures 1 and 2 I support the tails *b*¹ of such springs *b* by connecting them to a cross spring *e* which is fixed at its centre to a stay or stays *f*¹ fixed to the framing pieces *f*² of the bottom bed *f* or according to the modification shown at Figures 3 and 4 I support the tails *b*¹ of the front **C** springs *b* by connecting them to half springs *g* fixed to the “bottom bed” and in this last arrangement I have shown the tails *c*¹ of the back **C** springs *c* supported by half springs *h* fixed to the “pump handles” *i*.

The bows of the front **C** springs are according to my invention connected by links or loops *j* to bearings *f*³ fixed to the “bottom bed” *f* of the under carriage and the body of the carriage is bolted to the “top beds” *k* of the under carriage as has been the usual practice when common elliptic springs have been used to support the carriage body.

The links or loops *j* I also form of leather as has heretofore been the case but I prevent the stretching thereof by connecting thereto or covering the same on one side and the two ends with a plate *j*¹ as shown more clearly at Figure 5.

According to my invention in “locking,” the front **C** springs pass under the “boot” of the carriage and in addition to the advantages before mentioned I obviate the lateral motion of the carriage body which is inseparable from the former mode of using **C** springs for both the front and back thereof.

Having thus described the nature of my said invention and

the mode in which I carry the same into effect I would have it understood that what I claim is:—

First. The mode herein described of supporting the front of a carriage by C springs having their lower parts fixed to the axle and their bows connected by links or hoops to bearings fixed to the bottom bed of the under carriage substantially as and for the purposes herein shown and described.

And Secondly. I claim giving support to the tails of the front C springs by connecting them to a cross spring fixed at its centre to a stay or stays fixed to the framing pieces of the bottom bed in manner and for the purpose substantially as herein shown and described.

In witness whereof, &c.

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 Macnaughten, 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 specification 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.”

Communication 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.

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.

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-oxyazo-naphthaline.

Example.

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 4·8 (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 hydrochlorate 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 oxyazo-naphthaline in about 20 lbs. of fuming sulphuric acid containing about 80 per cent. of anhydrous sulphuric acid and the mixture is 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.—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. Second process.

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 Example.

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. **THIRD PROCESS.**—The sulpho acids of naphthylamine are 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.

Example. As an example of the manner in which the sulpho acids of 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 precipitated and may be separated from the more soluble modifications by filtration or otherwise.

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 :—

Example of
subordinate
process.

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.—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.

Fourth
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.

Alternative
process.

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 dicxynaphthaline 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. 8660.

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 form or of a number of like semi-circular disks, instead of the ordinary strip or band hitherto used in such instruments. Complete specification.

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. Description and reference to drawings.

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-levers 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'* 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'*, *g''*, *g'''*, &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 *e* 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 position 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:

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. Claims
perforated
disk.

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. Combination.

IN WITNESS whereof, I, &c.

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 _____.
 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 :

Agreement to assign to company.

Promoter to procure incorporation.

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.

Assignment to be executed by company.

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.

Notice of determination.

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

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 agreement.

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.

Agreement to assign.

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.

Payment of cash and allotment of shares.

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.

Assignment subject to licenses, &c.

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

Determination upon default.

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.

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 (a).

Parties.

Agreement to obtain and assign patent.

Recital of invention.

Testatum.

In consideration of a sum and of the purchaser's covenants, inventor covenants with purchaser, to solicit grant of letters patent.

An Agreement made the ——— day of ———, Between (*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 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

(a) Extracted by permission of the publishers from Bythewood and Jarman's Conveyancing.

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 copartnership, 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

and to assign
letters
patent;

to instruct
purchaser in
the invention

Not to use
invention
without
purchaser's
licence;

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.

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 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** Provido that purchaser is to appoint solicitor, or agent, and that inventor shall not be responsible for his default. **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. Agreement to divide. Now it is agreed as follows :

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. Assignment of district to A. B.

2. The said C. D. shall be solely entitled henceforth to use, work, and vend the said invention in the following counties ———, and shall be solely entitled within the said counties to grant assignments for districts or special or general licences Assignment of district to C. D.

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.

Neither party
to account.

2. 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.

Payment of
fees, &c.

3. 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.

Future
patents
elective.

4. 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. **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.

5. 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.

6. 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 (a).

An Agreement made the ——— day of ———, 18—, Between Parties. (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 application, 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 application, and the patent to be obtained thereupon. Now these Presents witness that it is hereby agreed as follows, that is to say:—

Recitals of application for patent;

of acceptance of specification;
of agreement for arrangement as to working, &c., the invention.
Te.atum.

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.

Agreement. Capitalist to contribute sum for expenses.

2. In consideration of the payment so agreed to be made as aforesaid, and of the agreements on the part of the said (capitalist) hereinafter contained, the said (inventor) shall use his best endeavours to perfect the said invention, and to obtain the 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.

Inventor to endeavour to obtain patent, and assign the same when required.

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

Inventor to communicate improvements.

(a) Extracted by permission of the publishers from Bythewood and Jarman's Conveyancing.

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
apply for
foreign and
colonial
patents

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.

Capitalist to
make advances
for working
and develop-
ing invention.

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 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.

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. Charge of advances on patents.

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. Application of royalties, proceeds of sale of patent rights, &c

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."

Reserve fund.

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.

Inventor to devote attention to working patent.

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.

Neither party to grant licences, &c., without consent of the other.

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 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.

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.

Inventor to take all proceedings necessary for protecting patents.

14. Nothing herein contained shall be construed as constituting a partnership between the said parties hereto.

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 ——— aforesaid, 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.

Duration of arrangement.

Provided always that it shall be lawful for the said (*capitalist*) at any time hereafter to determine the said arrangement upon giving to the said (*inventor*), or leaving for him at his last known place of business or abode in England, ——— calendar months previous notice in writing of an intention so to do; And in the event of the said arrangement being determined 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 thereof of the costs, charges, advances, interest, and patent expenses as aforesaid (subject to any charge

Proviso for determining arrangement by notice.

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 monies 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, administrators, and assigns, Her Majesty's especial license, full power, sole privilege and authority, that he the said A. B., his executors, administrators, and assigns, and every of them 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, privileges and advantages thereinbefore granted unto the said A. B., his executors, administrators and assigns, for and during and unto the full end and term of fourteen years from the date of the now reciting letters patent next ensuing subject to the conditions and provisos 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

General
recitals.

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.

Now this Indenture witnesseth that in pursuance of the said Testatum. 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* (a), doth hereby assign unto the said C. D., his executor, 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

(a) By the Conveyancing Act, 1881, s. 7 (a), it is provided "In a conveyance for valuable consideration, 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 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).'"

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 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 (b).

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 truly and duly made and filed according to and well, truly, fully and sufficiently performed

(b) 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.

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 Brevets 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 invention 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.

Previous assignments for districts (c).

(c) See special covenant necessary in such cases as to applications to amend, &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 (d).

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(e).

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) the said A. B., as *beneficial owner*, doth hereby assign unto the said C. D., his executors, administrators and assigns, all that the said especial license, full power, sole privilege and authority, and the said invention, and all and every 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.

(d) This may be varied by reciting "an exclusive licence" or "an exclusive licence for the county of ———"

(e) See proviso restricting actions for infringement.

Together with all license, 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 (f).

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 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, Covenant as to percentage when such is stipulated for by vendor.

(f) See covenants as to maintaining such foreign patents.

or assigns, will, as 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 (h).

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 (i).

Covenants by assignor as to taking future patents in assignment for a district only.

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.

(g) In some cases where the district assigned is large a converse covenant on the part of the assignor should be inserted.

(h) A great difficulty is introduced by section 36 of the Act of 1883: "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 refusing 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.

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 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 C. D.

Covenant to communicate and assign future improvements.

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 C. D., his executors, administrators, or assigns, may have already paid or

Conditions to be inserted when a percentage is to be paid as well as a sum down.

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 C. 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.

Keeping
accounts.

2. Proper books of account shall be kept by the said C. D., his executors, administrators, and assigns, in which true, plain 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.

Assignee not
to be bound
to apply for
patent for im-
provements.

3. Nothing herein contained shall be construed as obliging the said C. D., his executors, administrators, or assigns to obtain, or endeavour to obtain, any patent for any such improvements as aforesaid, or to accept any assignment of any patent for such improvements, or to pay the stamp duty 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 assigned, and during the continuance of any patent or patents for improvements which may be assigned to or become vested 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.

Assignor not to assign interest without consent

Assignor not to reassign without consent.

5. Nothing herein contained shall be considered as constituting a partnership between the said parties hereto.

No partnership.

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.

No warranty, of validity.

Provided always, and it is hereby further agreed and declared, that no action at law or equity shall be brought by the said

Proviso to be inserted in assignment for a district of certain inventions (i).

(i) 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 sect. 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.

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 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 conditions following, that is to say:

Payments by licensee. 1. The licensee shall pay to the patentee upon the execution of this indenture the sum of £———, and further shall once in 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—.

Covenant to purchase patented articles. 2. The licensee shall purchase of the patentee and the patentee shall sell and deliver to the licensee all the (*here insert name and description of patented articles*) which the licensee shall from

time to time require, paying for the same after the rate of ——— per (*dozen or gross*) with nett cash within one month after delivery.

3. The licensee shall not manufacture or vend any of the said ———, but shall only be entitled to use the same in the course of his trade or business, and the licensee shall not purchase or otherwise acquire any of the said ——— other than of the patentee.

Covenant not to manufacture or sell.

4. The licensee shall be at liberty upon giving ——— months' notice in writing to the patentee to determine the licence and all the terms and conditions thereof, provided always that upon any such determination the licensee shall deliver to the patentee 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.

Power to licensee to determine licence.

5. In the event of the infringement of the said patent by any person or persons the licensee shall at the cost of the 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.

Covenant by licensee to render assistance to patentee in actions.

Proviso patentee not to be bound to take action.

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.

Determination of licence on default by licensee.

7. If during the continuance of the licence hereby granted the said patent shall be pronounced to be invalid by a decision of

Determination on patent being

declared
invalid.

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.

Reduction of
payments to
level of other
licences.

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.

Power of
patentee
to amend
specification.

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.

Transmission
clause and
cost as
"beneficial
owner."

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.

Licence not to
be estopped
after deter-
mination
of licence.

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.

Arbitration
clause.

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 affirma-

tion, 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.

As witness.

EXCLUSIVE LICENCE FOR A DISTRICT.

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:—

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.

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 monies then already due.

Grantor not
to amend.

3. The grantor shall not without the consent of the grantee, 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 (a).

Grantee to be
at liberty to
determine.

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.

As to actions.

5. The grantee shall be at liberty either in his own name or 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.

Payment of
fees, &c.

6. The grantor shall pay all fees necessary for the renewal 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.

Improve-
ments.

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 the subject-matter of

(a) 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.

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 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.

8. Should the grantee make default in the payment of the annual royalty reserved by the second clause hercof 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. Default in payment of royalty.

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. No warranty of validity.

In witness, &c.

MORTGAGE OF A PATENT.

This Indenture made the _____ day of _____ 188—, Parties.
 Between A. B. of _____, hereinafter called the mortgagor of the one part, and C. D. of _____, hereinafter called the mortgagee of the other part. Whereas the mortgagor is the registered owner of certain letters patent dated _____ 18— and numbered _____ for an invention entitled Improvements, &c. _____ Recitals.
 And whereas the mortgagee has agreed to lend to the mortgagor the sum of £_____ to be secured together with interest thereon by mortgage 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. Testatum.
 And this Indenture also witnesseth that for the consideration

Assignment.

Proviso for redemption.

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, commodities 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 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 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

Mortgagee to be at liberty to use and work invention,

and grant licences,

to supply copy to mortgagee.

Proviso for foreclosure.

Communication of improvements.

As to amendments.

As to application for extension.

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.

Transmission
clause.

And it is hereby declared that except where the context requires a different interpretation, each of the expressions "the mortgagor" and "the mortgagee" shall wherever used herein be also applicable as far as possible to the executors administrators and assigns of the person designated thereby.

In witness, &c.

APPENDIX.

PATENTS, DESIGNS AND TRADE MARKS ACT, 1883.

(SO FAR AS THE SAME RELATES TO LETTERS PATENT.)

46 & 47 VICT. c. 57.

*An Act to amend and consolidate the Law relating to Patents
for Inventions, Registration of Designs, and of Trade Marks.*
[25th August, 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 :

PART I.—PRELIMINARY.

1. This act may be cited as the Patents, Designs, and Trade Marks Act, 1883. Short title.

2. This act is divided into parts, as follows :—

PART I.—Preliminary.

PART II.—Patents.

PART III.—Designs.

PART IV.—Trade Marks.

PART V.—General.

Division of act
into parts.

3. This act, except where it is otherwise expressed, shall commence from and immediately after the 31st day of December, 1883. Commence-
ment of act.

PART II.—PATENTS.

Application for and Grant of Patent.

4. (1) Any person, whether a British subject or not, may make an application for a patent. [page 5] Persons en-
titled to apply
for patent.

(2) Two or more persons may make a joint application for a patent, and a patent may be granted to them jointly. [page 5] Joint applica-
tion.

5. (1) An application for a patent must be made in the form set forth in the first schedule to this act, or in such other form as may be from time to time prescribed; and must be left at, or sent by post to, the patent office in the prescribed manner. [pages 5, 56] Application
and specifica-
tion.

(2) An application must contain a declaration to the effect that Declaration.

the applicant is in possession of an invention, whereof he, or in the case of a joint application, one or more of the applicants, claims or claim to be the true and first inventor or inventors, and for which he or they desires or desire to obtain a patent; and must be accompanied by either a provisional or complete specification. [pages 5, 56] (a)

Provisional specification.

(3) A provisional specification must describe the nature of the invention, and be accompanied by drawings, if required. [pages 57, 64]

Complete specification.

(4) A complete specification, whether left on application or subsequently, must particularly describe and ascertain the nature of the invention, and in what manner it is to be performed, and must be accompanied by drawings, if required. [pages 57, 69 *et seq.*] (b)

Necessary contents of specification.

(5) A specification, whether provisional or complete, must commence with the title, and in the case of a complete specification must end with a distinct statement of the invention claimed. [pages 57, 64]

Reference of application to examiner.

6. The comptroller shall refer every application to an examiner, who shall ascertain and report to the comptroller whether the nature of the invention has been fairly described, and the application, specification, and drawings (if any) have been prepared in the prescribed manner, and the title sufficiently indicates the subject matter of the invention. [pages 57, 64]

Power for comptroller to refuse application or require amendment.

(c) 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 require that the application, specification, or drawings be amended before he proceeds with the application. [pages 57, 102]

Appeal from comptroller.

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

Law officer may make order.

(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.

Notice to be given to applicant.

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

Where subsequent application before first sealed bears similar title, examiner to report to comptroller and give notice to applicants.

(5) If after an application has been made, but before a patent has been sealed, an application is made, accompanied by a specification bearing the same or a similar title, it shall be the duty of the examiner to report to the comptroller whether the specification appears to him to comprise the same invention; and, if he reports in the affirmative, the comptroller shall give notice to the applicants that he has so reported.

Comptroller determines whether applications are similar, and may refuse to seal second patent.

(6) Where the examiner reports in the affirmative, the comptroller may determine, subject to an appeal to the law officer, whether the invention comprised in both applications is the same, and if so he may refuse to seal a patent on the application of the second applicant.

(a) Amended and altered by sect. 2 of the Patents, &c., Act, 1885, *infra*.

(b) Explained by sect. 2 of Patents, &c., Act, 1886.

(c) This is printed as the section originally stood. It is now amended and altered by sect. 2 of the Patents, &c., Act, 1888, see *infra*.

8. (1) If the applicant does not leave a complete specification with his application, he may leave it at any subsequent time within nine months from the date of application. [pages 57, 64] (d) Time for leaving complete specification.

(2) Unless a complete specification is left within that time the application shall be deemed to be abandoned (d). When specification deemed abandoned.

9. (1) Where a complete specification is left after a provisional specification, the comptroller shall refer both specifications to an examiner for the purpose of ascertaining whether the complete specification has been prepared in the prescribed manner, and whether the invention particularly described in the complete specification is substantially the same as that which is described in the provisional specification. [pages 58, 102, 104] (d) Comparison of provisional and complete specification.

(2) If the examiner reports that the conditions hereinbefore contained have not been complied with, the comptroller may refuse to accept the complete specification unless and until the same shall have been amended to his satisfaction; but any such refusal shall be subject to appeal to the law officer. [page 58] Power of comptroller to refuse until amended.

(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 complete specification shall be accepted. [pages 58, 102] Power of law officer.

(4) Unless a complete specification is accepted within twelve months from the date of application, then (save in the case of an appeal having been lodged against the refusal to accept) the application shall, at the expiration of those twelve months, become void. When specification void.

(5) Reports of examiners shall not in any case be published or be open to public inspection, and shall not be liable to production or inspection in any legal proceeding, *other than an appeal to the law officer under this act (e)*, unless the court or officer having power to order discovery in such legal proceeding shall certify that such production or inspection is desirable in the interests of justice, and ought to be allowed. Reports of examiners to be private.

10. On the acceptance of the complete specification the comptroller shall advertise the acceptance; and the application and specification or specifications with the drawings (if any) shall be open to public inspection. [pages 58, 116] Advertisement on acceptance of complete specification.

11. (1) Any person may at any time within two months from the date of the advertisement of the acceptance of a complete specification give notice at the patent office of opposition to the grant of the patent on the ground of the applicant having obtained the invention from him, or from a person of whom he is the legal representative, or on the ground that the invention has been patented in this country on an application of prior date, or on the ground of an examiner having reported to the comptroller that the specification appears to him to comprise the same invention as is comprised in a specification bearing the same or a similar title and accompanying a previous application, but on no other ground. [page 116] (f) Opposition to grant of patent.
Time and grounds for.

(d) The times mentioned in these sections are altered by sect. 5 of the Patents, &c., Act, 1885, *infra*.

sect. 3 of the Patents, &c., Act, 1888.

(f) This section is materially altered by sect. 4 of the Patents, &c., Act, 1888, see *infra*.

(e) These words are struck out by

After notice
comptroller
to decide.

(2) Where such notice is given the comptroller shall give notice of the opposition to the applicant, and shall, on the expiration of those two months, after hearing the applicant and the person so giving notice, if desirous of being heard, decide on the case, but subject to appeal to the law officer. [page 120]

Or on appeal,
law officer.

(3) The law officer shall, if required, hear the applicant and any person so giving notice and being, in the opinion of the law officer, entitled to be heard in opposition to the grant, and shall determine whether the grant ought or ought not to be made. [page 121]

Who may
obtain expert's
assistance.

(4) The law officer may, if he thinks fit, obtain the assistance of an expert, who shall be paid such remuneration as the law officer, with the consent of the treasury, shall appoint. [page 121]

Sealing of
patent.
When sealed.

12. (1) If there is no opposition, or, in case of opposition, if the determination is in favour of the grant of a patent, the comptroller shall cause a patent to be sealed with the seal of the patent office. [pages 121, 123]

Great seal
abolished for
patents.

(2) A patent so sealed shall have the same effect as if it were sealed with the great seal of the united kingdom. [pages 123, 255]

Time for
sealing.

(3) A patent shall be sealed as soon as may be, and not after the expiration of fifteen months from the date of the application, except in the cases hereinafter mentioned, that is to say—

Exceptions to
limit.

(a) Where the sealing is delayed by an appeal to the law officer, or by opposition to the grant of the patent, the patent may be sealed at such time as the law officer may direct.

(a) For legal
proceedings.

(b) When ap-
plicant dead.

(b) If the person making the application dies before the expiration of the fifteen months aforesaid, the patent may be granted to his legal representative and sealed at any time within twelve months after the death of the applicant.

Date of patent.

13. Every patent shall be dated and sealed as of the day of the application : provided that no proceedings shall be taken in respect of an infringement committed before the publication of the complete specification : provided also, that in case of more than one application for a patent for the same invention, the sealing of a patent on one of those applications shall not prevent the sealing of a patent on an earlier application.

Provisional Protection.

Provisional
protection.

14. Where an application for a patent in respect of an invention has been accepted, the invention may during the period between the date of the application and the date of sealing such patent be used and published without prejudice to the patent to be granted for the same ; and such protection from the consequences of use and publication is in this act referred to as provisional protection. [page 17]

Protection by Complete Specification.

Effect of
acceptance of
complete
specification.

15. After the acceptance of a complete specification and until the date of sealing a patent in respect thereof, or the expiration of the time for sealing, the applicant shall have the like privileges and rights as if a patent for the invention had been sealed on the date of the acceptance of the complete specification : provided that an appli-

cant shall not be entitled to institute any proceeding for infringement unless and until a patent for the invention has been granted to him. [pages 69 et seq.]

Patent.

16. Every patent when sealed shall have effect throughout the united kingdom and the Isle of Man. [pages 123 et seq.] Extent of patent.

17. (1) The term limited in every patent for the duration thereof shall be fourteen years from its date. Term of patent.

(2) But every patent shall, notwithstanding anything therein or in this act, cease if the patentee fails to make the prescribed payments within the prescribed times. Ceases on failure of payments.

(3) If, nevertheless, in any case, by accident, mistake or inadvertence, a patentee fails to make any prescribed payment within the prescribed time, he may apply to the comptroller for an enlargement of the time for making that payment. Exception by application to comptroller.

(4) Thereupon the comptroller shall, if satisfied that the failure has arisen from any of the above-mentioned causes, on receipt of the prescribed fee for enlargement, not exceeding ten pounds, enlarge the time accordingly, subject to the following conditions: Extension of time for payment upon terms.

(a) The time for making any payment shall not in any case be enlarged for more than three months. (a) Period of extension.

(b) If any proceeding shall be taken in respect of an infringement of the patent committed after a failure to make any payment within the prescribed time, and before the enlargement thereof, the court before which the proceeding is proposed to be taken may, if it shall think fit, refuse to award or give any damages in respect of such infringement. (b) Damages for infringement in the interval.

Amendment of Specification.

18. (1) An applicant or a patentee may, from time to time, by request in writing left at the patent office, seek leave to amend his specification, including drawings forming part thereof, by way of disclaimer, correction, or explanation, stating the nature of such amendment and his reasons for the same. [pages 58, 102 to 115] Amendment of specification.

(2) The request and the nature of such proposed amendment shall be advertised in the prescribed manner, and at any time within one month from its first advertisement any person may give notice at the patent office of opposition to the amendment. Advertisement of amendment and notice of opposition to be given.

(3) Where such notice is given the comptroller shall give notice of the opposition to the person making the request, and shall hear and decide the case subject to an appeal to the law officer. Where notice given comptroller decides.

(4) The law officer shall, if required, hear the person making the request and the person so giving notice, and being in the opinion of the law officer entitled to be heard in opposition to the request, and shall determine whether and subject to what conditions, if any, the amendment ought to be allowed. Appeal to law officer.

(5) Where no notice of opposition is given, or the person so giving notice does not appear, the comptroller shall determine whether and subject to what conditions, if any, the amendment ought to be allowed. Where no notice comptroller determines conditions of amendment.

- (6) When leave to amend is refused by the comptroller, the person making the request may appeal from his decision to the law officer.
- Appeal to law officer. (7) The law officer shall, if required, hear the person making the request, and the comptroller, and may make an order determining whether, and subject to what conditions, if any, the amendment ought to be allowed.
- No amendment allowed so as to enlarge or alter materially specification. (8) No amendment shall be allowed that would make the specification, as amended, claim an invention substantially larger than or substantially different from the invention claimed by the specification as it stood before amendment.
- Leave conclusive except in case of fraud; amendment forms part of specification. (9) Leave to amend shall be conclusive as to the right of the party to make the amendment allowed, except in case of fraud; and the amendment shall in all courts and for all purposes be deemed to form part of the specification.
- (10) The foregoing provisions of this section do not apply when and so long as any action for infringement or other legal proceeding in relation to a patent is pending. [page 109] (g)
- Power to disclaim part of invention during action, &c. **19.**—(1) In an action for infringement of a patent, and in a proceeding for revocation of a patent, the court or a judge may at any time order that the patentee shall, subject to such terms as to costs and otherwise as the court or a judge may impose, be at liberty to apply at the patent office for leave to amend his specification by way of disclaimer, and may direct that in the meantime the trial or hearing of the action shall be postponed. [pages 110 *et seq.*]
- Restriction on recovery of damages. **20.** Where an amendment by way of disclaimer, correction, or explanation, has been allowed under this act, no damages shall be given in any action in respect of the use of the invention before the disclaimer, correction or explanation, unless the patentee establishes to the satisfaction of the court, that his original claim was framed in good faith and with reasonable skill and knowledge. [pages 111 *et seq.*]
- Advertisement of amendment. **21.** Every amendment of a specification shall be advertised in the prescribed manner.
- Compulsory Licenses.*
- Power for board of trade to order grant of licenses. **22.** If on the petition of any person interested it is proved to the board of trade that by reason of the default of a patentee to grant licenses on reasonable terms— [page 141]
- (a) The patent is not being worked in the united kingdom; or
 - (b) The reasonable requirements of the public with respect to the invention cannot be supplied; or
 - (c) Any person is prevented from working or using to the best advantage an invention of which he is possessed,
- the board may order the patentee to grant licenses on such terms as to the amount of royalties, security for payment, or otherwise, as the board, having regard to the nature of the invention and the circumstances of the case, may deem just, and any such order may be enforced by mandamus.
- (g) This subsection is altered and limited in its operation by sect. 5 of the Patents, &c., Act, 1888, *infra*.

Register of Patents.

23.—(1) There shall be kept at the patent office a book called the Register of Patents, wherein shall be entered the names and addresses of grantees of patents, notifications of assignments and of transmissions of patents, of licenses under patents, and of amendments, extensions, and revocations of patents, and such other matters affecting the validity or proprietorship of patents as may from time to time be prescribed. [pages 20, 143]

Register of patents.
Where to be kept and contents.

(2) The register of patents shall be *prima facie* evidence of any matters by this act directed or authorized to be inserted therein.

Is evidence.

(3) Copies of deeds, licenses, and any other documents affecting the proprietorship in any letters patent or in any license thereunder, must be supplied to the comptroller in the prescribed manner for filing in the patent office.

Copies for filing.

Fees.

24.—(1) There shall be paid in respect of the several instruments described in the second schedule to this act, the fees in that schedule mentioned, and there shall likewise be paid, in respect of other matters under this part of the act, such fees as may be from time to time, with the sanction of the treasury, prescribed by the board of trade; and such fees shall be levied and paid to the account of her majesty's exchequer in such manner as the treasury may from time to time direct.

Fees payable.

(2) The board of trade may from time to time, if they think fit, with the consent of the treasury, reduce any of those fees.

Power to reduce fees.

Extension of Term of Patent.

25.—(1) A patentee may, after advertising in manner directed by any rules made under this section his intention to do so, present a petition to her majesty in council, praying that his patent may be extended for a further term; but such petition must be presented at least six months before the time limited for the expiration of the patent. [pages 145 et seq.]

Extension of term of patent on petition to Queen in council.

When applied for.

(2) Any person may enter a caveat, addressed to the registrar of the council at the council office, against the extension.

Entry of caveat.

(3) If her majesty shall be pleased to refer any such petition to the judicial committee of the privy council, the said committee shall proceed to consider the same, and the petitioner and any person who has entered a caveat shall be entitled to be heard by himself or by counsel on the petition.

Privy Council jurisdiction.

(4) The judicial committee shall, in considering their decision, have regard to the nature and merits of the invention in relation to the public, to the profits made by the patentee as such, and to all the circumstances of the case. [page 155]

Powers of judicial committee.

(5) If the judicial committee report that the patentee has been inadequately remunerated by his patent, it shall be lawful for her majesty in council to extend the term of the patent for a further term not exceeding seven, or in exceptional cases fourteen, years; or to order the grant of a new patent for the term therein mentioned, and containing any restrictions, conditions, and provisions that the judicial committee may think fit.

On their report extension granted on conditions.

Power to make rules for such proceedings.

(6) It shall be lawful for her majesty in council to make, from time to time, rules of procedure and practice for regulating proceedings on such petitions, and subject thereto such proceedings shall be regulated according to the existing procedure and practice in patent matters of the judicial committee. [*page 154.*]

Costs.

(7) The costs of all parties of and incident to such proceedings shall be in the discretion of the judicial committee; and the orders of the committee respecting costs shall be enforceable as if they were orders of a division of the high court of justice.

Revocation.

Abolition of scire facias.

26. (1) The proceeding by scire facias to repeal a patent is hereby abolished. [*pages 114, 116, 208, 253, 277*]

Revocation of patent.

(2) Revocation of a patent may be obtained on petition to the court.

How revocation obtained. Grounds of revocation.

(3) Every ground on which a patent might, at the commencement of this act, be repealed by scire facias shall be available by way of defence to an action of infringement and shall also be a ground of revocation.

Petition for revocation, who may present.

- (4) A petition for revocation of a patent may be presented by—
- (a) The attorney-general in England or Ireland, or the lord advocate in Scotland: [*pages 208 et seq.*]
 - (b) Any person authorized by the attorney-general in England or Ireland, or the lord advocate in Scotland:
 - (c) Any person alleging that the patent was obtained in fraud of his rights, or of the rights of any person under or through whom he claims:
 - (d) Any person alleging that he, or any person under or through whom he claims, was the true inventor of any invention included in the claim of the patentee:
 - (e) Any person alleging that he, or any person under or through whom he claims an interest in any trade, business, or manufacture, had publicly manufactured, used, or sold, within this realm, before the date of the patent, anything claimed by the patentee as his invention.

Plaintiff must deliver and be bound by particulars.

(5) The plaintiff must deliver with his petition particulars of the objections on which he means to rely, and no evidence shall, except by leave of the court or a judge, be admitted in proof of any objection of which particulars are not so delivered. [*page 277*]

Amendment of particulars.

(6) Particulars delivered may be from time to time amended by leave of the court or a judge. [*page 278*]

Patentee though defendant has privileges of plaintiff at trial.

(7) The defendant shall be entitled to begin, and give evidence in support of the patent, and if the plaintiff gives evidence impeaching the validity of the patent, the defendant shall be entitled to reply. [*pages 254, 279*]

Where patent revoked for fraud, first true inventor may obtain patent.

(8) Where a patent has been revoked on the ground of fraud, the comptroller may, on the application of the true inventor, made in accordance with the provisions of this act, grant to him a patent in lieu of and bearing the same date as the date of revocation of the patent so revoked, but the patent so granted shall cease on the expiration of the term for which the revoked patent was granted.

Crown.

27.—(1) 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. [pages 128, 185] Patent to bind crown.

(2) 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 services 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. Exceptions.

Legal Proceedings.

28.—(1) In an action or proceeding for infringement or revocation of a patent, the court may, if it thinks fit, and shall, on the request of either of the parties to the proceeding, call in the aid of an assessor specially qualified, and try and hear the case wholly or partially with his assistance; the action shall be tried without a jury unless the court shall otherwise direct. [pages 251, 277, 278] Hearing with assessor.
By court.

(2) The court of appeal or the judicial committee of the privy council may, if they see fit, in any proceeding before them respectively, call in the aid of an assessor as aforesaid. Court of appeal or privy council may sit with assessors.

(3) The remuneration, if any, to be paid to an assessor under this section shall be determined by the court or the court of appeal or judicial committee, as the case may be, and be paid in the same manner as the other expenses of the execution of this act. Assessors' fees.

29.—(1) In an action for infringement of a patent the plaintiff must deliver with his statement of claim, or by order of the court or the judge, at any subsequent time, particulars of the breaches complained of. [pages 222 *et seq.*, 270, 279] Delivery of particulars of breaches:

(2) The defendant must deliver, with his statement of defence, or by order of the court or a judge, at any subsequent time, particulars of any objections on which he relies in support thereof. [pages 229 *et seq.*] of objections.

(3) If the defendant disputes the validity of the patent, the particulars delivered by him must state on what grounds he disputes it, and if one of those grounds is want of novelty, must state the time and place of the previous publication or user alleged by him. [page 296] Grounds must be stated.

(4) At the hearing no evidence shall, except by leave of the court or a judge, be admitted in proof of any alleged infringement or objection of which particulars are not so delivered. [page 222] Evidence must not go beyond particulars.

(5) Particulars delivered may be, from time to time, amended, by leave of the court or a judge. [page 222] Amendment.

(6) On taxation of costs, regard shall be had to the particulars delivered by the plaintiff and by the defendant; and they respectively shall not be allowed any costs in respect of any particular delivered by them, unless the same is certified by the court or a judge to have been proven, or to have been reasonable and proper, without regard to the general costs of the case. [pages 271 *et seq.*] Costs.

Order for inspection, &c., in action.

30.—In an action for infringement of a patent, the court or a judge may, on the application of either party, make such order for an injunction, inspection, or account, and impose such terms, and give such directions respecting the same and the proceedings thereon as the court or a judge may see fit. [page 246]

Certificate that validity questioned.

31.—In an action for infringement of a patent, the court or a judge may certify that the validity of the patent 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 judgment in his favour, shall have his full costs, charges and expenses as between solicitor and client, unless the court or judge trying the action certifies that he ought not to have the same. [pages 269, 272, 277]

Remedy in case of groundless threats of legal proceedings.

32. Where any person claiming to be the patentee of an invention by circulars, advertisements, or otherwise, threatens any other person with any legal proceedings or liability in respect of any alleged manufacture, use, sale, or purchase of the invention, any person or persons aggrieved thereby may bring an action against him, and may obtain an injunction against the continuance of such threats, and may recover such damage (if any) as may have been sustained thereby, if the alleged manufacture, use, sale, or purchase to which the threats related was not, in fact, an infringement of any legal rights of the person making such threats: Provided that this section shall not apply if the person making such threats with due diligence commences and prosecutes an action for infringement of his patent. [page 281]

Miscellaneous.

Patent for one invention only.

33. Every patent may be in the form in the first schedule to this act, and shall be granted for one invention only, but may contain more than one claim; but it shall not be competent for any person in an action or other proceeding, to take any objection to a patent on the ground that it comprises more than one invention. [page 164]

Patent on application of representative of deceased inventor.

34.—(1) If a person possessed of an invention dies without making application for a patent for the invention, application may be made by, and a patent for the invention granted to, his legal representative. [pages 8, 134]

Time and contents of application.

(2) Every such application must be made within six months of the decease of such person, and must contain a declaration by the legal representative that he believes such person to be the true and first inventor of the invention.

Patent to first inventor not invalidated by application in fraud of him.

35. A patent granted to the true and first inventor shall not be invalidated by an application in fraud of him, or by provisional protection obtained thereon, or by any use or publication of the invention subsequent to that fraudulent application during the period of provisional protection. [page 16]

Assignment for particular places.

36. 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. [pages 135, 160, 163, 216]

37. If a patent is lost or destroyed, or its non-production is accounted for to the satisfaction of the comptroller, the comptroller may, at any time, cause a duplicate thereof to be sealed. Loss or destruction of patent.

38. The law officers may examine witnesses on oath, and administer oaths for that purpose under this part of this act, and may, from time to time, make, alter, and rescind rules regulating references and appeals to the law officers, and the practice and procedure before them under this part of this act ; and in any proceeding before either of the law officers under this part of this act, the law officer may order costs to be paid by either party, and any such order may be made a rule of the court. [pages 103, 121] Proceedings and costs before law officer.

39. The exhibition of an invention at an industrial or international exhibition, certified as such by the board of trade, or the publication of any description of the invention during the period of the holding of the exhibition, or the use of the invention for the purpose of the exhibition in the place where the exhibition is held, or the use of the invention during the period of the holding of the exhibition by any person elsewhere, without the privity or consent of the inventor, shall not prejudice the right of the inventor or his legal personal representative to apply for and obtain provisional protection and a patent in respect of the invention or the validity of any patent granted on the application, provided that both the following conditions are complied with, namely,— Exhibition at industrial or international exhibition not to prejudice patent rights.

(a) The exhibitor must, before exhibiting the invention, give the comptroller the prescribed notice of his intention to do so ; and Conditions : (a) Notice ;

(b) The application for a patent must be made before or within six months from the date of the opening of the exhibition. (b) Patent must be applied for.

See Patents, &c., Act, 1886, sect. 3.

40.—(1) The comptroller shall cause to be issued periodically an illustrated journal of patented inventions, as well as reports of patent cases decided by courts of law, and any other information that the comptroller may deem generally useful or important. Publication of illustrated journal, indexes, &c.

(2) Provision shall be made by the comptroller for keeping on sale copies of such journal, and also of all complete specifications of patents for the time being in force, with their accompanying drawings, if any. Copies to be on sale.

(3) The comptroller shall continue, in such form as he may deem expedient, the indexes and abridgments of specifications hitherto published, and shall from time to time prepare and publish such other indexes, abridgments of specifications, catalogues and other works relating to inventions, as he may see fit. Continuation of publication

41. The control and management of the existing patent museum and its contents shall, from and after the commencement of this act, be transferred to and vested in the department of science and art, subject to such directions as her majesty in council may see fit to give. Patent museum.

Power to require models on payment.

42. The department of science and art may at any time require a patentee to furnish them with a model of his invention on payment to the patentee of the cost of the manufacture of the model; the amount to be settled, in case of dispute, by the board of trade.

Foreign vessels in British waters.

43.—(1) A patent shall not prevent the use of an invention for the purposes of the navigation of a foreign vessel within the jurisdiction of any of her majesty's courts in the united kingdom, or Isle of Man, or the use of an invention in a foreign vessel within that jurisdiction, provided it is not used therein for or in connexion with the manufacture or preparation of anything intended to be sold in or exported from the united kingdom or Isle of Man. [page 187]

Exception.

(1) But this section shall not extend to vessels of any foreign state of which the laws authorize subjects of such foreign state, having patents or like privileges for the exclusive use or exercise of inventions within its territories, to prevent or interfere with the use of such inventions in British vessels while in the ports of such foreign state, or in the waters within the jurisdiction of its courts, where such inventions are not so used for the manufacture or preparation of anything intended to be sold in or exported from the territories of such foreign state.

Assignment to secretary for war of certain inventions.

44.—(1) The inventor of any improvement in instruments or munitions of war, his executors, administrators, or assigns (who are in this section comprised in the expression the inventor), may (either for or without valuable consideration) assign to her majesty's principal secretary of state for the war department (hereinafter referred to as the secretary of state), on behalf of her majesty, all the benefit of the invention and of any patent obtained or to be obtained for the same; and the secretary of state may be a party to the assignment. [page 133]

Extent of assignment.

(2) The assignment shall effectually vest the benefit of the invention and patent in the secretary of state for the time being on behalf of her majesty, and all covenants and agreements therein contained for keeping the invention secret and otherwise shall be valid and effectual (notwithstanding any want of valuable consideration), and may be enforced accordingly by the secretary of state for the time being.

Power of secretary of state for war to keep invention secret on certifying that it is in public interest to do so.

(3) Where any such assignment has been made to the secretary of state, he may at any time before the application for a patent for the invention, or before publication of the specification or specifications, certify to the comptroller his opinion that, in the interest of the public service, the particulars of the invention and of the manner in which it is to be performed should be kept secret.

In which case specifications and documents are sealed up.

(4) If the secretary of state so certifies, the application and specification or specifications with the drawings (if any), and any amendment of the specification or specifications, and any copies of such documents and drawings, shall, instead of being left in the ordinary manner at the patent office, be delivered to the comptroller in a packet sealed by authority of the secretary of state.

For term of patent.

(5) Such packet shall, until the expiration of the term or extended term during which a patent for the invention may be in force, be kept sealed by the comptroller, and shall not be opened save under the authority of an order of the secretary of state, or of the law officers.

(6) Such sealed packet shall be delivered at any time during the continuance of the patent to any person authorized by writing under the hand of the secretary of state to receive the same, and shall if returned to the comptroller be again kept sealed by him.

Delivery of packet under secretary of state's authority during term.

(7) On the expiration of the term or extended term of the patent, such sealed packet shall be delivered to any person authorized by writing under the hand of the secretary of state to receive it.

At expiration.

(8) Where the secretary of state certifies as aforesaid, after an application for a patent has been left at the patent office, but before the publication of the specification or specifications, the application, specification or specifications, with the drawings (if any), shall be forthwith placed in a packet sealed by authority of the comptroller, and such packet shall be subject to the foregoing provisions respecting a packet sealed by authority of the secretary of state.

Foregoing sub-sections to apply where patent applied for but specifications not published.

(9) No proceeding by petition or otherwise shall lie for revocation of a patent granted for an invention in relation to which the secretary of state has certified as aforesaid.

Where certified by secretary of state no petition for revocation.

(10) No copy of any specification or other document or drawing by this section required to be placed in a sealed packet, shall in any manner whatever be published or open to the inspection of the public, but save as in this section otherwise directed, the provisions of this part of this act shall apply in respect of any such invention and patent as aforesaid.

No copy of any secret specifications to be made public.

(11) The secretary of state may, at any time by writing under his hand, waive the benefit of this section with respect to any particular invention, and the specifications, documents and drawings shall be thenceforth kept and dealt with in the ordinary way.

Power of secretary of state to waive benefit of section.

(12) The communication of any invention for any improvement in instruments or munitions of war to the secretary of state, or to any person or persons authorized by him to investigate the same or the merits thereof, shall not, nor shall anything done for the purposes of the investigation, be deemed use or publication of such invention so as to prejudice the grant or validity of any patent for the same.

Communication to secretary of state for war not to be deemed publication.

Existing Patents.

45.—(1) The provisions of this act relating to applications for patents and proceedings thereon shall have effect in respect only of applications made after the commencement of this act.

Provisions respecting existing patents.

(2) Every patent granted before the commencement of this act, or on an application then pending, shall remain unaffected by the provisions of this act relating to patents binding the crown, and to compulsory licenses. [page 158]

(3) In all other respects (including the amount and time of payment of fees) this act shall extend to all patents granted before the commencement of this act, or on applications then pending, in substitution for such enactments as would have applied thereto if this act had not been passed. [page 158]

(4) All instruments relating to patents granted before the commencement of this act required to be left or filed in the great seal patent office shall be deemed to be so left or filed if left or filed before or after the commencement of this act in the patent office.

Documents left at great seal patent office deemed left at patent office on commencement of this act.

Definitions.

Definitions of	46. In and for the purposes of this act—
“ Patent ; ”	“ Patent ” means letters patent for an invention :
“ Patentee ; ”	“ Patentee ” means the person for the time being entitled to the benefit of a patent : [page 5]
“ Invention ; ”	“ Invention ” means any manner of new manufacture the subject of letters patent and grant of privilege within sect. 6 of the Statute of Monopolies (that is, the act of the twenty-first year of the reign of King James the First, chapter 3, intituled, “ An Act concerning monopolies and dispensations with penal laws and the forfeiture thereof ”), and includes an alleged invention. [page 22]
“ Injunction ” in Scotland.	In Scotland “ injunction ” means “ interdict.”

PART V.—GENERAL.

Patent Office and Proceedings thereat.

Patent office.	82. —(1) The treasury may provide for the purposes of this act an office with all requisite buildings and conveniences, which shall be called, and is in this act referred to as, the patent office. (2) Until a new patent office is provided, the offices of the commissioners of patents for inventions and for the registration of designs and trade marks existing at the commencement of this act shall be the patent office within the meaning of this act.
Control.	(3) The patent office shall be under the immediate control of an officer called the comptroller general of patents, designs, and trade marks, who shall act under the superintendence and direction of the board of trade. (4) Any act or thing directed to be done by or to the comptroller may, in his absence, be done by or to any officer for the time being in that behalf authorised by the board of trade.
Officers and clerks.	83. —(1) The board of trade may at any time after the passing of this act, and from time to time, subject to the approval of the treasury, appoint the comptroller-general of patents, designs, and trade marks, and so many examiners and other officers and clerks, with such designations and duties as the board of trade think fit, and may from time to time remove any of those officers and clerks.
Salaries.	(2) The salaries of those officers and clerks shall be appointed by the board of trade, with the concurrence of the treasury, and the same and the other expenses of the execution of this act shall be paid out of money provided by parliament.
Seal of patent office.	84. There shall be a seal for the patent office, and impressions hereof shall be judicially noticed and admitted in evidence. [page 123]
Trust not to be entered in registers.	85. There shall not be entered in any register kept under this act, or be receivable by the comptroller, any notice of any trust expressed, implied or constructive. [pages 20, 143]
Refusal to grant patent, &c., in certain cases.	86. The comptroller may refuse to grant a patent for an invention or to register a design or trade mark, of which the use would, in his opinion, be contrary to law or morality. [page 127]

87. Where a person becomes entitled by assignment, transmission, or other operation of law to a patent, or to the copyright in a registered design, or to a registered trade mark, the comptroller shall on request, and on proof of title to his satisfaction, cause the name of such person to be entered as proprietor of the patent, copyright in the design, or trade mark, in the register of patents, designs, or trade marks, as the case may be. The person for the time being entered in the register of patents, designs, or trade marks, as proprietor of a patent, copyright in a design or trade mark as the case may be, shall, subject (*h*) to any rights appearing from such register to be vested in any other person, have power absolutely to assign, grant licenses as to, or otherwise deal with, the same and to give effectual receipts for any consideration for such assignment, license, or dealing. Provided that any equities in respect of such patent, design, or trade mark may be enforced in like manner as in respect of any other personal property. [*page* 143]

Entry of assignments and transmissions in registers.

88. Every register kept under this act shall at all convenient times be open to the inspection of the public, subject (*h*) to such regulations as may be prescribed; and certified copies, sealed with the seal of the patent office, of any entry in any such register shall be given to any person requiring the same on payment of the prescribed fee. [*page* 143]

Inspection of and extracts from registers.

89. Printed or written copies or extracts, purporting to be certified by the comptroller and sealed with the seal of the patent office, of or from patents, specifications, disclaimers and other documents in the patent office, and of or from registers and other books kept there, shall be admitted in evidence in all courts in her majesty's dominions, and in all proceedings, without further proof or production of the originals. [*pages* 143, 255]

Sealed copies to be received in evidence.

90.—(1) The court may on the application of any person aggrieved by the omission without sufficient cause of the name of any person (*i*) from any register kept under this act, or by any entry made without sufficient cause in any such register, make such order for making, expunging, or varying the entry, as the court thinks fit; or the court may refuse the application; and in either case may make such order with respect to the costs of the proceedings as the court thinks fit. [*page* 143]

Rectification of registers by court.

(2) The court may in any proceeding under this section decide any question that it may be necessary or expedient to decide for the rectification of a register, and may direct an issue to be tried for the decision of any question of fact, and may award damages to the party aggrieved.

Powers of court to decide all necessary questions.

(3) Any order of the court rectifying a register shall direct that due notice of the rectification be given to the comptroller.

Notice.

91. The comptroller may, on request in writing accompanied by the prescribed fee,— [*page* 144]

Power for comptroller to correct clerical errors.

(*h*) The words "to the provisions of this act and to," are here inserted by sects. 21 & 22 of the Patents, &c., Act, 1883, *infra*.

(*i*) The words "or of any other particulars," are here inserted by sect. 23 of the Patents, &c., Act, 1888, *infra*.

- (a) Correct any clerical error in or in connection with an application for a patent, or for registration of a design or trade mark ; or
- (b) Correct any clerical error in the name, style or address of the registered proprietor of a patent, design, or trade mark ;
- (c) Cancel the entry or part of the entry of a trade mark on the register : Provided that the applicant accompanies his request by a statutory declaration made by himself, stating his name, address, and calling, and that he is the person whose name appears on the register as the proprietor of the said trade mark.

Alteration of registered mark.

92.—(1) The registered proprietor of any registered trade mark may apply to the court for leave to add to or alter such mark in any particular, not being an essential particular within the meaning of this act, and the court may refuse or grant leave on such terms as it may think fit.

Notice to be given.

(2) Notice of any intended application to the court under this section shall be given to the comptroller by the applicant ; and the comptroller shall be entitled to be heard on the application.

Comptroller to alter in accordance with order.

(3) If the court grants leave, the comptroller shall, on proof thereof and on payment of the prescribed fee, cause the register to be altered in conformity with the order of leave.

Falsification of entries in registers.

93. If any person makes or causes to be made a false entry in any register kept under this act, or a writing falsely purporting to be a copy of an entry in any such register, or produces or tenders or causes to be produced or tendered in evidence any such writing, knowing the entry or writing to be false, he shall be guilty of a misdemeanor.

Exercise of discretionary power by comptroller.

94. Where any discretionary power is by this act given to the comptroller, he shall not exercise that power adversely to the applicant for a patent, or for amendment of a specification, or for registration of a trade mark or design, without (if so required within the prescribed time by the applicant) giving the applicant an opportunity of being heard personally or by his agent. [*page 103*]

Power of comptroller to take directions of law officers.

95. The comptroller may, in any case of doubt or difficulty arising in the administration of any of the provisions of this act, apply to either of the law officers for directions in the matter.

Certificate of comptroller to be evidence.

96. A certificate purporting to be under the hand of the comptroller as to any entry, matter, or thing which he is authorized by this act, or any general rules made thereunder, to make or do, shall be *prima facie* evidence of the entry having been made, and of the contents thereof, and of the matter or thing having been done or left undone. [*page 255*]

Applications and notices by post.

97.—(1) Any application, notice, or other document authorized or required to be left, made, or given at the patent office, or to the comptroller, or to any other person under this act, may be sent by a prepaid letter through the post ; and if so sent shall be deemed to have been left, made, or given respectively at the time when the letter containing the same would be delivered in the ordinary course of post.

(2) In proving such service or sending, it shall be sufficient to prove that the letter was properly addressed and put into the post.

98. Whenever the last day fixed by this act, or by any rule for the time being in force, for leaving any document or paying any fee at the patent office shall fall on Christmas Day, Good Friday, or on a Saturday or Sunday, or any day observed as a holiday at the Bank of England, or any day observed as a day of public fast or thanksgiving, herein referred to as excluded days, it shall be lawful to leave such document, or to pay such fee, on the day next following such excluded day, or days if two or more of them occur consecutively.

Provision as to days for leaving documents at office.

99. If any person is, by reason of infancy, lunacy, or other inability, incapable of making any declaration or doing anything required or permitted by this act or by any rules made under the authority of this act, then the guardian or committee (if any) of such incapable person, or if there be none, any person appointed by any court or judge possessing jurisdiction in respect of the property of incapable persons, upon the petition of any person on behalf of such incapable person, or of any other person interested in the making such declaration or doing such thing, may make such declaration or a declaration as nearly corresponding thereto as circumstances permit, and do such thing in the name and on behalf of such incapable person, and all acts done by such substitute shall for the purposes of this act be as effectual as if done by the person for whom he is substituted. [page 6]

Declaration by infant, lunatic, &c.

100. Copies of all specifications, drawings, and amendments left at the patent office after the commencement of this act, printed for and sealed with the seal of the patent office, shall be transmitted to the Edinburgh museum of science and art, and to the enrolments office of the chancery division in Ireland, and to the rolls office in the Isle of Man, within twenty-one days after the same shall respectively have been accepted or allowed at the patent office; and certified copies of or extracts from any such documents shall be given to any person requiring the same on payment of the prescribed fee; and any such copy or extract shall be admitted in evidence in all courts in Scotland and Ireland and in the Isle of Man without further proof or production of the originals.

Transmission of certified printed copies of specifications, &c.

101.—(1) The board of trade may from time to time make such general rules and do such things as they think expedient, subject to the provisions of this act— [page 141]

Power for board of trade to make general rules for classifying goods and regulating business of patent office.

- (a) For regulating the practice of registration under this act:
- (b) For classifying goods for the purposes of designs and trade marks:
- (c) For making or requiring duplicates of specifications, amendments, drawings, and other documents:
- (d) For securing and regulating the publishing and selling of copies, at such prices and in such manner as the board of trade think fit, of specifications, drawings, amendments, and other documents:
- (e) For securing and regulating the making, printing, publishing, and selling of indexes to, and abridgments of, specifications

and other documents in the patent office; and providing for the inspection of indexes and abridgments and other documents:

(f) For regulating (with the approval of the treasury) the presentation of copies of patent office publications to patentees and to public authorities, bodies, and institutions at home and abroad:

(g) Generally for regulating the business of the patent office, and all things by this act placed under the direction or control of the comptroller, or of the board of trade.

Alteration of forms.

(2) Any of the forms in the first schedule to this act may be altered or amended by rules made by the board aforesaid.

General rules:

(3) General rules may be made under this section at any time after the passing of this act, but not so as to take effect before the commencement of this act, and shall (subject as hereinafter mentioned) be of the same effect as if they were contained in this act, and shall be judicially noticed.

to be laid before parliament and advertised.

(4) Any rules made in pursuance of this section shall be laid before both houses of parliament, if parliament be in session at the time of making thereof, or, if not, then as soon as practicable after the beginning of the then next session of parliament, and they shall also be advertised twice in the official journal to be issued by the comptroller.

(5) If either house of parliament, within the next forty days after any rules have been so laid before such house, resolve that such rules or any of them ought to be annulled, the same shall after the date of such resolution be of no effect, without prejudice to the validity of anything done in the meantime under such rules or rule or to the making of any new rules or rule.

Annual reports of comptroller.

102. The comptroller shall, before the first day of June in every year, cause a report respecting the execution by or under him of this act to be laid before both houses of parliament, and therein shall include for the year to which each report relates all general rules made in that year under or for the purposes of this act, and an account of all fees, salaries, and allowances, and other money received and paid under this act.

International and Colonial Arrangements.

International arrangements for protection of inventions, designs, and trade marks.

103.—(1) If her majesty is pleased to make any arrangement with the government or governments of any foreign state or states for mutual protection of inventions, designs, and trade marks, or any of them, then any person who has applied for protection for any invention, design, or trade mark in any such state shall be entitled to a patent for his invention or to registration of his design or trade mark (as the case may be) under this act, in priority to other applicants; and such patent or registration shall have the same date as *the date of the protection obtained* in such foreign state.
[pages 213, 214]

Read "Date of Application" in substitution for "Date of the Protection obtained." Patents, &c., Act, 1885, sect. 6.

Provided that his application is made, in the case of a patent Time.
within seven months, and in the case of a design or trade mark
within four months, from his applying for protection in the foreign
state with which the arrangement is in force

Provided that nothing in this section contained shall entitle the No protection
patentee or proprietor of the design or trade mark to recover damages prior to speci-
for infringements happening prior to the date of the actual accept- fication or
ance of his complete specification, or the actual registration of his registration.
design or trade mark in this country, as the case may be.

(2) The publication in the united kingdom or the Isle of Man, Publication at
during the respective periods aforesaid, of any description of the or use in exhi-
invention or the use therein during such periods of the invention, or bition not to
the exhibition or use therein during such periods of the design, or invalidate
the publication therein during such periods of a description or patent or trade
representation of the design, or the use therein during such periods mark.
of the trade mark, shall not invalidate the patent which may be
granted for the invention, or the registration of the design or trade
mark :

(3) The application for the grant of a patent, or the registration Application
of a design, or the registration of a trade mark under this section, under this
must be made in the same manner as an ordinary application under section to be
this act : Provided that, in the case of trade marks, any trade mark made in same
the registration of which has been duly applied for in the country of manner as
origin may be registered under this act : ordinary
application.

(4) The provisions of this section shall apply only in the case of Application of
those foreign states with respect to which her majesty shall from time this section.
to time by order in council declare them to be applicable, and so long
only in the case of each state as the order in council shall continue
in force with respect to that state.

104.—(1) Where it is made to appear to her majesty that the Provision for
legislature of any British possession has made satisfactory provision colonies and
for the protection of inventions, designs, and trade marks, patente l India.
or registered in this country, it shall be lawful for her majesty,
from time to time, by order in council, to apply the provisions of
the last preceding section, with such variations or additions, if any,
as to her majesty in council may seem fit, to such British possession.
[pages 213, 214]

(2) An order in council under this act shall, from a date to be Effect of order
mentioned for the purpose in the order, take effect as if its provisions in council.
had been contained in this act ; but it shall be lawful for her
majesty in council to revoke any order in council made under
this act.

Offences.

105.—(1) Any person who represents that any article sold by him Penalty on
is a patented article, when no patent has been granted for the same, falsely repre-
or describes any design or trade mark applied to any article sold by sented articles
him as registered which is not so, shall be liable for every offence on to be patented.
summary conviction to a fine not exceeding five pounds.

(2) A person shall be deemed, for the purposes of this enactment, Definition of
to represent that an article is patented or a design or a trade mark is false repre-

Registration under this section.

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 unauthorized 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. [page 210]

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,

Reservation of remedies in Ireland.

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. [page 211]

General saving for jurisdiction of courts.

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.

(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.

See sect. 112A added here by sect. 26 of the Patents, &c., Act, 1888, printed *infra*.

Repeal ; Transitional Provisions ; Savings.

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

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

(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.

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.

Former registers to be deemed continued.

(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.

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

Saving for existing rules.

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.

Saving for prerogative.

116. Nothing in this act shall take away, abridge, or prejudicially affect the prerogative of the crown in relation to the granting of any letters patent, or to the withholding of a grant thereof.

General Definitions.

General definitions.

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

“ Person.”

“ Person ” includes a body corporate :

“ Court.”

“ The Court ” means (subject to the provisions for Scotland, Ireland, and the Isle of Man) her majesty’s high court of justice in England :

“ Law officer.”

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

“ Treasury.”

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

“ Comptroller.”

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

“ Prescribed.”

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

“ British possession.”

“ 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 :

Legislature.

“ 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.

“ Summary conviction ” as applied to Ireland.

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 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.

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, 1885.

FORM D.

Section 33.

FORM OF PATENT.

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

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 : First recital.

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 : Second recital.

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

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

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 license, 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 : The grant.

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 The prohibi-

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, license, 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 : The conditions. 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 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,

The construction. 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 24.

THE SECOND SCHEDULE.

Fees on Instruments for obtaining Patents and Renewal.

	(a.) <i>Up to sealing.</i>	£	s.	d.	£	s.	d.
On application for provisional protection		1	0	0			
On filing complete specification		3	0	0			
		<hr/>			4	0	0
	<i>or</i>						
On filing complete specification with first application					4	0	0
	(b.) <i>Further before end of four years from date of patent.</i>						
On certificate of renewal					50	0	0
					<hr/>		
	(c.) <i>Further before end of seven years, or in the case of patents granted after the commencement of this act, before the end of eight years from date of patent.</i>						
On certificate of renewal					100	0	0
					<hr/>		
<i>Or in lieu of the fees of £50 and £100 the following annual fees:—</i>							
					£	s.	d.
Before the expiration of the fourth year from the date of the patent					10	0	0
" " fifth	"				10	0	0
" " sixth	"				10	0	0
" " seventh	"				10	0	0
" " eighth	"				15	0	0
" " ninth	"				15	0	0
" " tenth	"				20	0	0
" " eleventh	"				20	0	0
" " twelfth	"				20	0	0
" " thirteenth	"				20	0	0

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. c. 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

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

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.

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, sections 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.

PATENTS, ETC., ACT, 1885.

48 & 49 VICT. c. 63.

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 subsection two of section five of the principal act requires a declaration to be made by an applicant for a patent to the effect in that subsection 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 subsection two of section five 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 eight) to be left within nine months, and (by section nine) to be accepted within twelve months, from the date of application, and a patent is required by section twelve 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.

Abandoned
application.

4. Where an application for a patent has been abandoned, or become void, the specification or specifications and drawings (if any)

accompanying or left in connexion 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 act a Joint patent. 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 subsection one of section one hundred and three of the Amendment of principal act, the words "date of the application" shall be sub- sect. 103, sub-stituted for the words "date of the protection obtained." sect. 1.

PATENTS, ETC., ACT, 1886.

49 & 50 VICT. C. 37.

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 five 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:

1. This act may be cited as the Patents Act, 1886, and shall be Title. 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.

2. The requirement of sub-section four of section five of the Explanation of Patents, Designs, and Trade Marks Act, 1883, as to drawings shall sect. 5, sub-not be deemed to be insufficiently complied with by reason only that sect. 4 of instead of being accompanied by drawings the complete specification principal act. 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.

3. Whereas by section thirty-nine of the Patents, Designs, and Extension of sect. 39 of principal act.

Trade Marks Act, 1883, as respects patents, and by section fifty-seven 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 controller 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 thirty-nine and fifty-seven 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 controller 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.

PATENTS, ETC., ACT, 1888.

(SO FAR AS THE SAME RELATES TO LETTERS PATENT.)

51 & 52 VICT. c. 50.

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

WHEREAS it is expedient to amend the Patents, Designs, and Trade Marks Act, 1883, herein-after 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 :

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.

46 & 47 Vict.
c. 57.

Register of
patent agents.

(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.

2. For section seven of the principal act the following section shall be substituted, namely :— [*pages 57 and 102*]

Amendments
of 46 & 47
Vict. c. 57.

"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.

s. 7, as to
applications.

"(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 five of section nine 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 one of section eleven 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." [*page 119*]

s. 11, as to
opposition
to grant of
patent.

5. For sub-section ten of section eighteen of the principal act the following sub-section shall be substituted, namely :— [*page 109*]

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. 87, as to entry of assignments, &c.

21. In section eighty-seven of the principal act, after the words "subject to," shall be added the words "the provisions of this act and to." [page 143]

s. 88, as to inspection.

22. In section eighty-eight of the principal act, after the words "subject to," shall be added the words "the provisions of this act and to." [page 143]

s. 90, as to rectification of register.

23. In section ninety of the principal act, after the words "of the name of any person," shall be added the words "or of any other particulars." [page 143]

Proceedings of board of trade.

25. After section one hundred and two of the principal act the following section shall be added and numbered 102A; namely,

"(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."

Jurisdiction of Lancashire palatine court.

26. After section one hundred and twelve of the principal act the following section shall be added and numbered 112A; namely,

"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. [page 273].

"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.

RULES AND PRACTICE OF THE PATENT OFFICE AND BEFORE THE LAW OFFICERS AND COMPTROLLER GENERAL.

PATENTS RULES, 1883.

BY virtue of the provisions of the Patents, Designs, and Trade Marks Act, 1883, the board of trade do hereby make the following rules :—

SHORT TITLE.

1. These rules may be cited as the Patents Rules, 1883. Short title.

COMMENCEMENT.

2. These rules shall come into operation from and immediately after the 31st day of December, 1883. Commence-
ment.

INTERPRETATION.

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

FEEES.

4. The fees to be paid under the above-mentioned act, in addition to the fees mentioned in the second schedule thereto, so far as it relates to patents, shall be those specified in the list of fees in the first schedule to these rules. Fees.

FORMS.

- 5 and 6. Repealed by Patent Rules, 1885, *infra*.

GENERAL.

- Hours of business.** 7. The patent office shall be open to the public every weekday during 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.
- 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.
- 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.
- Size, &c. of documents.** 10. All documents and copies of documents 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 in the English language upon strong wide ruled paper (on one side only), of a size of 13 inches by 8 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.
- Exercise of discretionary power by comptroller.**
Notice of hearing. 11. Before exercising any discretionary power given to the comptroller by the said act 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.
- Notice by applicant.** 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 to the comptroller whether or not he intends to be heard upon the matter.
- Comptroller may require statement, &c.** 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.

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. Decision to be notified to parties.

15. The term "applicant" in Rules 11, 12, and 13, shall include an applicant whose specification bears a title the same as or similar to that of the specification of a prior applicant, and has been reported on by the examiner. Definition of "applicant."

16. Such prior and second applicant respectively may attend the hearing of the question whether the invention comprised in both applications is the same, but neither party shall be at liberty to inspect the specification of the other. Prior and second applicant may attend hearing.

17. 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 having obtained from the Board of Trade a certificate that the exhibition is an industrial or international one, give to the comptroller seven days' notice 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.

18. Any document for the amending of which no special provision is made by the said act 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. Power of amendment, &c.

19. 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 respectively at the time when the letter containing the same would be delivered in the ordinary course of post. Documents by post.

In proving such service or sending, it shall be sufficient to prove that the letter was properly addressed and put into the post.

20. Affidavits may, except where otherwise prescribed by these rules, be used as evidence in any proceedings thereunder when sworn to in any of the following ways, viz. :— Affidavits.

(1.) In the United Kingdom before any person authorised to administer oaths in the Supreme Court of Judicature or before a justice of the peace for the county or place where it is sworn or made.

(2.) In any place in the British dominions out of the United Kingdom before any court, judge, or justice of the peace or any person authorised to administer oaths there in any court.

(3.) In any place out of the British dominions before a British minister, or person exercising the functions of a British minister, or a British consul, vice-consul, or other person exercising the functions of a British consul, or a notary public, or before a judge or magistrate.

Statutory
declarations.

21. Where any statutory declaration prescribed by these Rules, or used in any proceedings thereunder, is made out of the United Kingdom, the words, "and by virtue of the Statutory Declarations Act, 1835," must be omitted, and the declaration shall (unless the context otherwise requires) be made in the manner prescribed in Rule 20, sub-section (3).

APPLICATION WITH PROVISIONAL OR COMPLETE SPECIFICATION.

Order of
recording
applications.

22. Applications for a patent sent by prepaid letter 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.

Application
for separate
patents by way
of amendment.

23. 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.

Every such application shall bear the date of the first application, and shall, together therewith, be proceeded with in the manner prescribed by the said act and by these rules, as if every such application had been originally made on that date for one invention only.

Application by
representative
of deceased
inventor.

24. 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.

Notice and
advertisement
of acceptance.

25. On the acceptance of an application with 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.

Inspection on
acceptance of
complete
specification.

26. Upon the publication of such advertisement of acceptance in the case of an application with 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.

APPLICATION ON COMMUNICATION FROM ABROAD.

27. An application for a patent for an invention communicated from abroad shall be made in the form A 1 set forth in the Second Schedule hereto. Communication from abroad.

(Rules 28, 29, 30, and 31 repealed, and other rules substituted by Patent Rules, 1886, *infra*.)

OPPOSITION TO GRANTS OF PATENTS.

32. A notice of opposition to the grant of a patent shall state the ground or grounds on which the person giving such notice (hereinafter called the opponent) intends to oppose the grant, and shall be signed by him. Such notice shall state his address for service in the united kingdom. Notice of opposition.

33. On receipt of such notice a copy thereof shall be furnished by the comptroller to the applicant. Copy for applicant.

34. 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 title, number, and date of the patent granted in such prior application shall be specified in the notice. Particulars of prior patent.

35. Within 14 days after the expiration of two months from the date of the advertisement of the acceptance of a complete specification, the opponent shall leave at the patent office statutory declarations in support of his opposition, and deliver to the applicant a list thereof. Opponent's evidence.

36. Within 14 days from the delivery of such list the applicant shall leave at the patent office statutory declarations in answer, and deliver to the opponent a list thereof, and within seven days from such delivery the opponent shall leave at the patent office his statutory declarations in reply, and deliver to the applicant a list thereof. Such last-mentioned declarations shall be confined to matters strictly in reply. Applicant's evidence 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.

37. 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 made to him for that purpose. Closing of evidence.

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

39. On the completion of the evidence the comptroller shall appoint a time for the hearing of the case, and shall give to the parties seven days' notice at the least of such appointment. Notice of hearing.

Disallowance
of opposition in
certain cases.

40. 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 title, number, and date of the patent granted on such prior application shall have been duly specified in the notice of opposition.

If it appears to the Comptroller-General that the specification of the applicant should be amended, he may make such amendment a condition of the patent being sealed, such amendment will be made so as to limit the claim, and to make it clear that that which is sought to be claimed is not the same invention as that referred to in the specification which forms the ground of opposition (a); and when the opposition is on the ground that the invention was obtained from the opponent by the applicant, the Comptroller-General or Law Officer will sometimes order the patent to be sealed in both names (b), or one party to execute an assignment of a share to the other as a condition of sealing (c).

When it appears that the applicant's invention contains really an improvement upon the opponent's invention, the Law Officer as a condition of sealing the applicant's patent, will require a distinct statement to be inserted in the specification that it is only for an improvement upon the opponent's patent, giving the date and number of such patent (d).

Decision to be
notified to
parties.

41. The decision of the comptroller in the case shall be notified by him to the parties.

When the Comptroller-General requires an amendment as a condition of sealing, the time for appealing will run from the date when the amendment is accepted, and not from the date of the notification that such amendment will be required (e).

CERTIFICATES OF PAYMENT OR RENEWAL.

Payment of
fees of 50l. and
100l. for con-
tinuance of
patent.

42. If a patentee intends at the expiration of the fourth or eighth year from the date of his patent to make the prescribed payment for keeping the same in force, he shall seven days at least before such expiration give notice to the comptroller of such intention, and shall before the expiration of such fourth or eighth year, as the case may be, leave at the patent office a form of certificate of payment, duly stamped, subject as hereinafter provided, with the prescribed fee of 50l. or 100l., as the case may be.

As to patents
granted before
commence-
ment of act.

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

Payment of
annual fees in
lieu of 50l. and
100l.

44. If the patentee intends to pay annual fees in lieu of the above

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| (a) <i>Chandler's Patent</i> , Griffin P. C. 270; <i>Cooper and Ford's Patent</i> , Griffin P. C. 275. | (d) <i>Hoskins Patent</i> , Griffin P. C. 291. |
| (b) <i>Eadie's Patent</i> , Griffin P. C. 279. | (e) <i>Chandler's Patent</i> , Griffin P. C. 270; <i>Cooper and Ford's Patent</i> , Griffin P. C. at p. 276. |
| (c) <i>Evans and Otway's Patent</i> , Griffin P. C. 279; and <i>Garthwaite's Patent</i> , | |

mentioned fees of 50% and 100%, he shall seven days at least before the expiration of the fourth and each succeeding year during the term of the patent, until and inclusive of the 18th year thereof, give notice to the comptroller of such intention, and shall, before the expiration of such respective periods as aforesaid, leave at the patent office a form of certificate of payment, duly stamped with the fee prescribed to be paid at such periods respectively.

45. 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 give to the patentee a certificate that the prescribed payment has been duly made. Certificate of payment.

ENLARGEMENT OF TIME.

46. 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. Enlargement of time for payments.

47. 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. In other cases.

AMENDMENT OF SPECIFICATION.

48. A request for leave to amend a specification shall be signed by the applicant or patentee and accompanied by a 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. Request for leave to amend.
Advertisement.

49. 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 shall be signed by him. Such notice shall state his address for service in the united kingdom. Notice of opposition.

50. On receipt of such notice a copy thereof shall be furnished by the comptroller to the applicant or patentee, as the case may be (hereinafter called the applicant). Copy for the applicant.

51. Within fourteen days after the expiration of one month from the first advertisement of the application for leave to amend, the opponent shall leave at the patent office statutory declarations in support of his opposition and deliver to the applicant a list thereof. Opponent's evidence.

52. Upon such declarations being left, and such list being delivered, Further proceedings.

the provisions of Rules 36, 37, 38, and 39 shall apply to the case, and the further proceedings therein shall be regulated in accordance with such provisions as if they were here repeated.

Decision to be notified to parties.

53. The decision of the comptroller in the case shall be notified by him to the parties.

Requirements thereon.

54. 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, 28, and 29.

Leave by order of court.

55. 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.

In Codd's Patent (f) the Comptroller-General held proceedings irregular *ab initio*, because the order of the court had not been filed pursuant to this rule (there was another objection); the application to amend was dismissed.

Advertisement of amendment.

56. 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.

COMPULSORY LICENSES.

Petition for compulsory grant of licenses.

57. 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.

To be left with evidence at patent office.

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

Directions as to further proceedings unless petition refused.

59. 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.

60. 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.

61. 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.

62. 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 petitioner; such last mentioned affidavits or declarations shall be confined to matters strictly in reply. Evidence in reply.

63. 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. Further proceedings.

REGISTER OF PATENTS.

64. 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. Entry of grant.

65. 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. Request for entry of subsequent proprietorship.

66. 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.

67. 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.

68. 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.

Copies for
patent office.

69. There shall also be left with the request an examined copy of the assignment or other document above required to be produced.

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 examined copy.

Body corporate.

70. A body corporate may be registered as proprietor by its corporate name.

Entry of
orders of the
privy council
or of the court.

71. 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 rectification of the register under section 90 of the said act 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.

Entry of
payment of
fees on issue of
certificate.

72. Upon the issue of a certificate of payment under rule 45, 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.

73. 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.

74. An examined 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.

75. 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.

76. 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.

77. 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.

78. All general rules made by the lord chancellor, or by any other authority, under the Patent Law Amendment Acts, and in force on the 31st day of December, 1883, shall be and they are hereby repealed as from that date, without prejudice, nevertheless, to any application then pending. Repeal.

Dated the 21st day of December, 1883.

(Signed) J. CHAMBERLAIN,
President of the Board of Trade.

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 act, he shall within 14 days from the date of the decision appealed against file in the patent office a notice of such his intention.

When an amendment has been ordered by the comptroller-general as a condition of sealing, the time for appeal will run from the date when the amendment has been accepted, and not from the date of the decision requiring amendment to be made (*a*).

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.

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.

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.

V. No appeal shall be entertained of which notice is not given within 14 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.

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.

(*a*) *Chandler's Patent*, Griffin P. C. 270; *Cooper and Ford's Patent*, Griffin P. C. at p. 276.

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.

Where upon the hearing application before the law officer application was made by the opponent to amend by putting in another specification which it was alleged anticipated the application, leave refused upon the ground that the application was to oppose upon new grounds, and not merely to adduce further evidence (*b*).

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.

Summonses under this rule are issued by the law officer's clerk.

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.

As a general rule costs will follow the event, even though it appears doubtful whether there is really any material difference between the invention sought to be patented and that upon which the opposition is based (*c*). The law officer in a simple case will generally fix the costs at 5 guineas (*d*), in other cases at 10 guineas; but when witnesses have been brought from a distance the costs will be ordered to be taxed. This was done in Mellwain's application by Clark, S.-G., on Nov. 19, 1887 (not reported). And where the appeal is against a decision of the comptroller-general, and there is no opposition, Sir R. Webster laid it down that the comptroller-general should, except under very special circumstances, neither give nor receive costs (*e*).

XII. If any costs so ordered to be paid be not paid within 14 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.

(*b*) *In re Bailey's Patent*, Griffin P. C. at p. 270.

(*c*) *Cochrane's Patent*, Griffin P. C. 304.

(*d*) *Cumming's Patent*, Griffin P. C. 277; *Chandler's Patent*, Griffin P. C.

at p. 274; *Stubbs' Patent*, rule laid down by Webster, A.-G., Griffin P. C. 298; *Anderton's Patent*, 2 Griffin P. C. 25.

(*e*) *Lake's Patent*, 2 Griffin P. C. 16.

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 HERSHELL, S.-G.

REVOCATION.—When it is desired to obtain the attorney-general's authority under sect. 26, it is necessary to send the following papers to the patent clerk to the law officers:—(1) Memorial to the attorney-general asking for his authority, and stating all the circumstances; (2) Statutory declaration verifying the statements in the memorial; (3) Two copies of the proposed petition and of the particulars proposed to be delivered with it, under sect. 26 (5); (4) Certificate of a barrister that the petition is proper to be authorized by the attorney-general; (5) Certificate by a solicitor that the proposed petitioner is a proper person to be a petitioner, and that he is competent to answer the costs of all proceedings in connection with the petition if unsuccessful.

The attorney-general sometimes gives or refuses his authority *ex parte*. In some cases he directs notice to be given to the patentee, and directs the parties to be heard before him.

FIRST 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			
	—————			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
7. On application to amend specification :—						
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 license. By person applying				5	0	0
13. On opposition to grant of compulsory license. By patentee				5	0	0

	£	s.	d.
14. On certificate of renewal :—			
Before end of four years from date of patent	50	0	0
15. Before end of seven years, or in the case of patents granted under the " Patents, Designs, and Trade Marks Act, 1883," before the end of eight years from date of patent	100	0	0
or in lieu of the fees of 50 <i>l.</i> and 100 <i>l.</i> , the following annual fees :—			
16. Before the expiration of the 4th year from the date of the patent	10	0	0
17. " " 5th " " 	10	0	0
18. " " 6th " " 	10	0	0
19. " " 7th " " 	10	0	0
20. " " 8th " " 	15	0	0
21. " " 9th " " 	15	0	0
22. " " 10th " " 	20	0	0
23. " " 11th " " 	20	0	0
24. " " 12th " " 	20	0	0
25. " " 13th " " 	20	0	0
On enlargement of time for payment of renewal fees :—			
26. Not exceeding 1 month	3	0	0
27. " 2 months	7	0	0
28. " 3 months	10	0	0
29. For every entry of an assignment, transmission, agreement, license, or extension of patent	0	10	0
30. For duplicate of letters patent each	2	0	0
31. On notice to comptroller of intended exhibition of a patent under sect. 39	0	10	0
32. Search or inspection fee each	0	1	0
33. For office copies every 100 words (but never less than one shilling)	0	0	4
34. " of drawings, cost according to agreement.			
35. For certifying office copies MSS. or printed each	0	1	0
36. On request to comptroller to correct a clerical error	0	5	0
37. For certificate of comptroller under sect. 96	0	5	0
38. For altering address in register	0	5	0

(Signed) J. CHAMBERLAIN,
President of the Board of Trade.

21st December, 1883.

Approved :

(Signed) CHARLES C. COTES,
HERBERT J. GLADSTONE,
Lords Commissioners of
Her Majesty's Treasury.

4th December, 1883.

THE SECOND SCHEDULE.

FORMS.

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Patents, Designs, and Trade Marks Act, 1883.

[PATENT.]

FORM D.

Form of Opposition to grant of Patent.

[To be accompanied by an unstamped copy.]

*I — hereby give notice of my intention to oppose the grant of letters patent upon application No. — of — applied for by — upon the ground † —.

(Signed) ‡ —.

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

* Here state name and full address.

† Here state upon which of the grounds of opposition permitted by section 11 of the Act the grant is opposed.

‡ Here insert signature of opponent or agent.

Patents, Designs, and Trade Marks Act, 1883.

[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 (a) — 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.*

(a) Here insert address.

Patents, Designs, and Trade Marks Act, 1883.

[PATENT.]

FORM F.

Form of Application for Amendment of Specification or Drawings.

* — seek leave to amend the specification of letters patent No. — of 188—, as shown in red ink in the copy of the original specification hereunto annexed —.

My reasons for making this amendment are as follows † —.

(Signed) —.

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

* Here state name and full address of applicant or patentee.

† Here state reasons for seeking amendment; and where the applicant is not the patentee, state what interest he possesses in the letters patent.

Patents, Designs, and Trade Marks Act, 1883.

[PATENT.]

FORM G.

Form of Opposition to Amendment of Specification or Drawings.

[To be accompanied by an unstamped copy.]

* ——— hereby give notice of objection to the proposed amendment of the specification or drawings of letters patent No. ——— of 188— for the following reason : † ———.

(Signed) ———.

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

* Here state name and full address of opponent.

† Here state reason of opposition.

Patents, Designs, and Trade Marks Act, 1883.

[PATENT.]

FORM H.

Form of Application for Compulsory Grant of License.

[To be accompanied by an unstamped copy.]

* ——— 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 † ———.

(Signed) ———.

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

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

* Here state name and full address of applicant.

† Here state name and address of patentee, and number and date of his patent.

Patents, Designs, and Trade Marks Act, 1883.

FORM H1.

Form of Petition for Compulsory Grant of Licenses.

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

THE PETITION of (a) ——— of ——— in the county of ———, being a person interested in the matter of this petition as hereinafter described :—

(a) Here insert name, full address, and description.

SHIWEETH as follows :—

1. A patent dated — No. — was duly granted to — for an invention of (b) —.

2. The nature of my interest in the matter of this petition is as follows :—(c)

3. (d)

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 (e)

Your petitioner therefore prays that an order may be made by the board of trade (f)

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

(b) Here insert title of invention.

(c) Here state fully the nature of petitioner's interest.

(d) 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.

(e) Here state the ground or grounds on which relief is claimed in the language of section 22 subsection (a), (b), or (c), as the case may be.

(f) Here state the purport and effect of the proposed order and the terms as to the amount of royalties, security for payment or otherwise, upon which the petitioner claims to be entitled to the relief in question.

Patents, Designs, and Trade Marks Act, 1883.

[PATENT.]

FORM I.

Form of Opposition to Compulsory Grant of License.

* — 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.*

* Here state name and full address.

Patents, Designs, and Trade Marks Act, 1883.

FORM J.

Application for Certificate of Payment or Renewal.

— hereby transmit the fee prescribed for the continuation in force of — patent No. —, of 18—, for a further period of —.

Name * —.

Address —.

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

* Here insert name and full address of patentee or his agent.

Certificate of Payment or Renewal.

[PATENT.]

Letters patent No. — of 188—.

— 18—.

This is to certify that — did this — day of — 18—, make the prescribed payment of £.— in respect of a period of — from — and that by virtue of such payment the rights of — remain in force.*

(Seal.)

Payment Office, London.

* See section 17 of the Patents, Designs, and Trade Marks Act, 1883.

Patents, Designs, and Trade Marks Act, 1883.

[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—.

I am,

Sir,

Your obedient Servant,

(a) —

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

(a) Here insert full address to which receipt is to be sent.

Patents, Designs, and Trade Marks Act, 1883.

[PATENT.]

FORM L.

Form of Request to enter Name upon the Register of Patents, and of Declarations in support thereof.

I (a), — hereby request that you will enter (b) — me — (c) in the register of patents :—

(d) — claim to be entitled (e) — of the patent No. — of 188—, granted to (f) — for (g) — by virtue of (h) —.

And in proof whereof I transmit the accompanying (i) — with an examined copy thereof (j).

I am,
Sir,
Your obedient Servant,

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

(a) Or We. Here insert name, full address, and description.

(b) My or our.

(c) Or names.

(d) I or We.

(e) Here insert the nature of the claim.

(f) Here give name and address, &c., of Patentee or Patentees.

(g) Here insert title of the invention.

(h) 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.

(i) Here insert the nature of the document.

(j) Where any document which is a matter of record is required to be left, a certified or official copy in lieu of an examined copy must be left.

Patents, Designs, and Trade Marks Act, 1883.

[PATENT.]

FORM M.

Form of Request to Enter Notification of License in the Register of Patents.

Sir,

I hereby transmit an examined 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,

(a) —.

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

(a) Here insert full address.

Patents, Designs, and Trade Marks Act, 1883.

[PATENT.]

FORM N.

Application for Duplicate of Patent.

Date.

Sir,

I regret to have to inform you that the letters patent, dated *
 —, No. —, granted to —, for an invention of † —, have
 been ‡ —.

I beg therefore to apply for the issue of a duplicate of such letters
 patent.§

[Signature of Applicant.]

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

* Here insert date, No., name, and full address of Patentee.

† Here insert title of invention.

‡ Here insert the word "destroyed" or "lost," as the case may be.

§ Here state interest possessed by applicant in the letters patent.

Patents, Designs, and Trade Marks Act, 1883.

[PATENT.]

FORM O.

Notice of Intended Exhibition of an Unpatented Invention.

* — hereby give notice of my intention to exhibit a — of
 — at the — Exhibition, which † — of — 18—, under the
 provisions of the Patents, Designs, and Trade Marks Act of 1883.

‡ — herewith enclose —. (Signed) —.

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

* Here state name and full address of applicant.

† State "opened" or "is to open."

‡ Insert brief description of invention, with drawings if necessary.

Patents, Designs, and Trade Marks Act, 1883.

[PATENT.]

FORM P.

Form of Request for Correction of Clerical Error.

Sir,

I hereby request that the following clerical error (a) may be
 corrected in (b)

Signature —

Full address —

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

(a) Or errors.

(b) Here state whether in application, specification, or register.

Patents, Designs, and Trade Marks Act, 1883.

[PATENT.]

FORM Q.

Certificate of Comptroller-General.

Patent Office,
London,

— 188 —.

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

Patents, Designs, and Trade Marks Act, 1883.

[PATENT.]

FORM R.

Form of Notice for Alteration of an Address in Register.

Sir,

(a) — hereby request that — address now upon the register
may be altered as follows :—

(b) —

—,
Sir,

Your obedient Servant,

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

(a) Here state name or names and full address of applicant or applicants.
(b) Here insert full address.

Patents, Designs, and Trade Marks Act, 1883.

[PATENT.]

FORM S.

Form of Application for Entry of Order of Privy Council in Register.

(a) — hereby transmit an office copy of an Order in Council
with reference to (b).

—,
Sir,

Your obedient Servant,

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

(a) Here state name and full address of applicant.
(b) Here state the purport of the order.

Patents, Designs, and Trade Marks Act, 1883.

[PATENT.]

FORM T.

Form of Appeal to Law Officer.

I, (*a*) — of (*a*) — hereby give notice of my intention to appeal to the law officer from (*b*) — of the comptroller of the — day of — 188—, whereby he (*c*) — No. (*d*) — of the year 188—(*d*).

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.

21st December, 1883.

(Signed) J. CHAMBERLAIN,
President of the Board of Trade.

(*a*) Here insert name and full address of appellent.

(*b*) Here insert "the decision" or "that part of the decision," as the case may be.

(*c*) 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.

(*d*) Insert number and year.

PATENTS RULES, 1885.

By virtue of the provisions of the Patents Designs and Trade Marks Act, 1883 (herein-after referred to as the principal act,) the board of trade do hereby make the following rules :—

SHORT TITLE.

1. These rules may be cited as the Patents Rules, 1885. Short title.

COMMENCEMENT.

2. These rules shall come into operation from and immediately after the 14th day of August, 1885. Commencement.

FEES.

3. In addition to the fees mentioned in the second schedule to the principal act so far as it relates to patents, and in the list of fees contained in the first schedule to the Patents Rules, 1883, there shall be paid under the said act and the Patents, Designs and Trade Marks (Amendment) Act, 1885, the fees specified in the first schedule to these rules. Fees.

FORMS.

4. The Forms A, B, and C in the first schedule to the principal act shall be altered or amended by the substitution therefor respectively of the Forms A, A1, B, and C in the second schedule hereto. Forms.
Alterations.

5. (1.) An application for a patent containing the declaration mentioned in sub-section 2 of section 5 of the principal act shall be made either in the Form A or the Form A1, set forth in the second schedule hereto, as the case may be. Application.

- (2.) The Form B in such schedule of provisional specification and the Form C of complete specification shall respectively be used. Specification.

- (3.) The remaining Forms other than A, A1, B, and C, set forth in the second schedule to the Patents Rules, 1883, and in the second schedule hereto respectively, may, as far as they are applicable, be used in any proceedings under these rules. Other forms.

EXTENSION OF TIME.

6. An application for extension of time for leaving or accepting a complete specification shall be in writing and shall state in detail in what circumstances and upon what grounds such extension is applied Extension of
time for
leaving and
accepting

complete
specification.

for, and the comptroller may require the applicant to substantiate such allegations by such proof as the comptroller may think necessary.

REPEAL.

Repeal.

7. Rules 5 and 6 of the Patents Rules, 1883, shall be and they are hereby repealed as from the 14th day of August, 1885, without prejudice, nevertheless, to any application then pending.

(Signed) RICHMOND AND GORDON,
President of the Board of Trade.

15th August, 1885.

FIRST SCHEDULE.

	£	s.	d.
No. 39.—For enlargement of time for filing complete specification not exceeding one month	2	0	0
No. 40.—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

(Signed) RICHMOND AND GORDON,
President of the Board of Trade.

15th August, 1885.

Approved
(Signed)

SIDNEY HERBERT,
W. H. WALROND,
Lords Commissioners of Her
Majesty's Treasury.

15th August, 1885.

SECOND SCHEDULE.

Patents, Designs, and Trade Marks Acts, 1883 and 1885.

[PATENT.]

FORM A.

Application for Patent.

(a) —, do hereby declare that — in possession of an invention for (b) —, that (c) — the true and first inventor thereof; and that the 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 — 188—.

(d) —.

NOTE.—Where application is made through an agent (Rules 8 and 9 of Patents Rules, 1883), the authorization on the back (if used) should be signed by the applicant or applicants.

For the convenience of applicants, suggested forms of authorization to an agent and statement of address respectively are printed below. *They are not, however, to be deemed to be binding upon applicants, no particular form of these documents having been prescribed by the act or rules.*

(a) Here insert name and full address and calling of applicant or applicants.

(b) Here insert title of invention.

(c) In the case of more than one applicant, state whether all, or if not, who is or are the inventor or inventors.

(d) To be signed by applicant or applicants.

(1.) WHERE APPLICATION IS MADE THROUGH AN AGENT (RULES 8 AND 9 OF PATENTS RULES, 1883.)

— 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 —, 188—.

* —.

* To be signed by applicant or applicants.

(2.) WHERE APPLICATION IS MADE WITHOUT AN AGENT (RULE 9 OF PATENTS RULES, 1883.)

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

— day of — 188—.

† —

† To be signed by applicant or applicants.

Patents, Designs, and Trade Marks Acts, 1883 and 1885.

[PATENT.]

FORM A1.

Application for Patent for Inventions communicated from Abroad.

I (a) — of — in the county of — do hereby declare that I am in possession of an invention for (b) — which invention has been communicated to me from abroad by (c) — that I claim to be the true and first inventor thereof; and that the same is not in use within this realm 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 — 188—.

(d) —

NOTE.—Where application is made through an agent (Rules 8 and 9 of Patents Rules, 1883) the authorization on the back (if used) should be signed by the applicant or applicants.

For the convenience of applicants, suggested forms of authorization to an agent and statement of address respectively are printed below. *They are not, however, to be deemed to be binding upon applicants, no particular form of these documents having been prescribed by the act or rules.*

- (a) Here insert name, and full address and calling of applicant.
- (b) Here insert title of invention.
- (c) Here insert name, address, and calling of communicant.
- (d) To be signed by applicant or applicants.

(1.) WHERE APPLICATION IS MADE THROUGH AN AGENT (RULES 8 AND 9 OF PATENTS RULES, 1883).

— 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 — 188—.

* —

* To be signed by applicant or applicants.

(2.) WHEREBY APPLICATION IS MADE WITHOUT AN AGENT (RULE 9 OF PATENTS RULES, 1883).

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

— day of — 188—.

† —

† To be signed by applicant or applicants.

To be issued with Form A. or A1.

Patents, Designs, and Trade Marks Acts, 1883 and 1885.

FORM B.

Provisional Specification.

(To be furnished in Duplicate.)

(a) ———, (b) ———, do hereby declare the nature of this invention to be as follows :—

(c) ———

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—.”

(a) Here insert title as in declaration.

(b) Here insert name and full address and calling of applicant or applicants as in declaration.

(c) Here insert short description of invention.

Patents, Designs, and Trade Marks Acts, 1883 and 1885.

[PATENT.]

FORM C.

Complete Specification.

*

(To be furnished in Duplicate—one unstamped.)

(a) ———, (b) ———, 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 :

(c) ———

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

(a) Here insert title as in declaration.

(b) Here insert name, and full address and calling of applicant or applicants as in declaration.

(c) 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—

“(1)

“(2)

“(3)

.”

Here state distinctly the features of novelty claimed.

* Where provisional specification has been left, quote No. and date.

No.

Date

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—."

Patents, Designs, and Trade Marks Acts, 1883 and 1885.

[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 (a) :—

——
Sir,
Your obedient Servant.
(b) ——.

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

(a) See Rule 6 of Patents Rules, 1885.

(b) To be signed by applicant or applicants or his or their agent.

Patents, Designs, and Trade Marks Acts, 1883 and 1885.

[PATENT.]

FORM V.

Form of Application for Extension of Time for Acceptance of a Complete Specification.

SIR,

—— hereby apply for extension of time for —— months —— 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 (a) :—

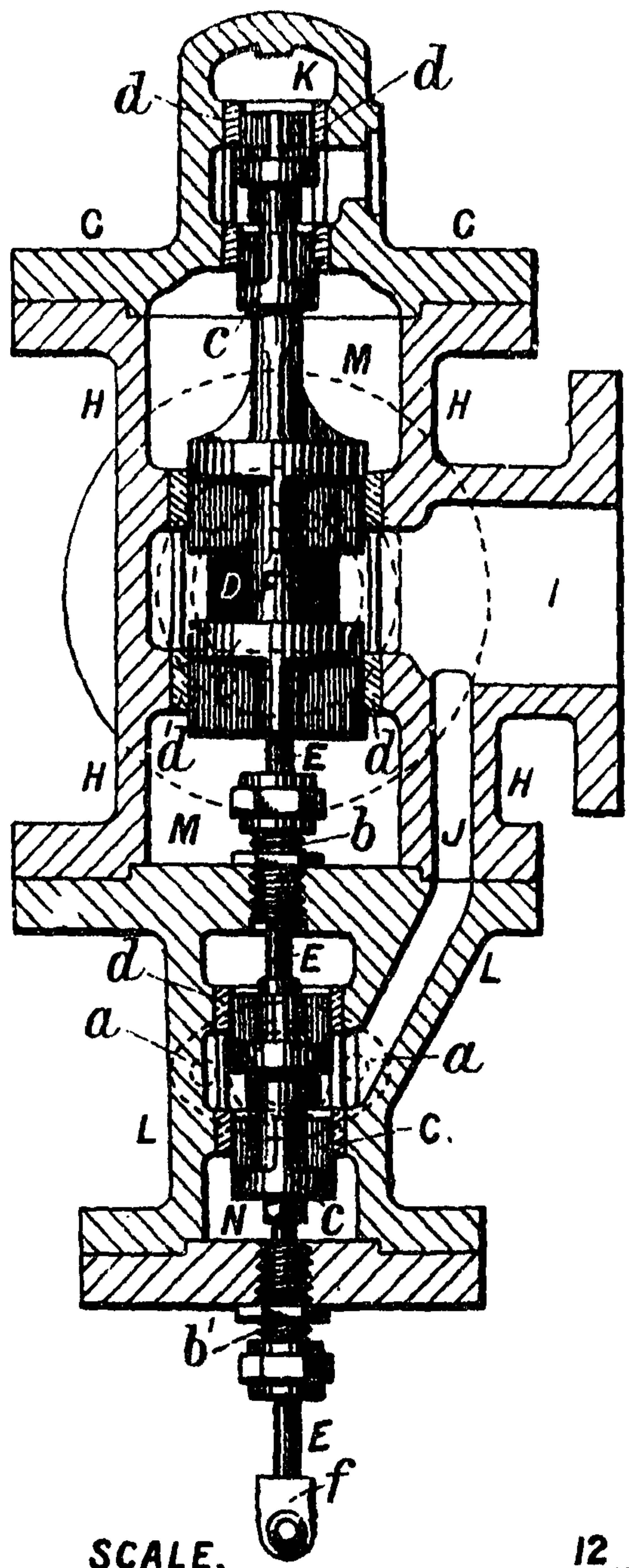
——
Sir,
Your obedient Servant,
(b) ——.

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

(a) See Rule 6 of Patents Rules, 1885.

(b) To be signed by applicant or applicants or his or their agent.

FIG. 1.



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

INS. 0 SCALE. 12 INS.

Jas. Smith (Applicants)
 or Jones & Co.
 Agents for Applicants

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.

PATENT RULES, 1886.

By virtue of the provisions of the Patents, Designs, and Trade Marks Act, 1883, the Board of Trade do hereby make the following Rules in lieu of and substitution for Rules 28, 29, 30, and 31, of the Patents Rules, 1883.

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

Rule 28. The provisional or complete specification need not be accompanied by drawings if the specification sufficiently describes the invention without them, but if furnished, they should accompany the provisional or complete specification to which they refer, except in the case provided for by Rule 31. No drawing or sketch such as requires a special engraving for letter-press should appear in the specification itself. Drawings for specifications.

Rule 29. Where drawings accompany the specifications, they 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 (*a*), 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 $\frac{1}{2}$ 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. 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. Size of drawings.

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 annexed in illustration of this requirement. Reference figures and letters must be bold, distinct, not less than $\frac{1}{8}$ of an inch in height, and of the character shown in the specimen; and the same letters should be used in different views of the same parts. In cases of complicated drawings, the reference Quality of ink.

(*a*) As the drawings are copied at the Patent Office for publication by the process of photo-lithography, this rule must be *strictly* observed in order that correct copies may be made.

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 effects 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.

Rule 30. A *facsimile* of the original drawings but *without* colour or Indian ink washes, and prepared strictly in accordance with the regulations prescribed in rule 29, must accompany the originals, and be marked "true copy."

Provisional drawings used for complete specification.

Rule 31. 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."

Repeal.

Rule 31*a*. The above rules shall be in force as from the day of the date hereof and Rules 28, 29, 30, and 31 of the Patents Rules, 1883, shall be and they are hereby repealed without prejudice, nevertheless, to any application now pending. Notwithstanding such repeal the comptroller shall be at liberty during a period of three months from the date hereof (or in special cases during such further time as the comptroller may think fit) to accept drawings prepared in accordance with such repealed rules.

Dated the 16th day of September, 1886.

STANLEY OF PRESTON,
President of the Board of Trade.

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.

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.

RULE IV.—All petitions must be accompanied with affidavits of advertisements having been inserted according to the provisions of sect. 4 of the said act, and the 1st and 2nd of these rules, and the matters in such affidavits may be disputed by the parties opposing upon the hearing of the petitions.

RULE V.—All persons entering caveats under sect. 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 sect. 2 of the said act, and all persons lodging notices of opposition under the 1st 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 sect. 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.

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