

FORMS.

14. To the forms contained in the Second Schedule to the Patents Rules, 1903, shall be added the Form X contained in the Second Schedule hereto; and in the Form C contained in the first mentioned Schedule the following direction shall be added in a marginal note, namely:—“In the preparation of the claim or claims careful attention should be paid to the terms of Rule 4 of the Patents Rules, 1905. Any unnecessary multiplicity of claims or prolixity of language should be avoided.”

Second
Schedule.

SIZE, &c., OF DOCUMENTS.

15. For Rule 17 of the Patents Rules, 1903, the following Rule shall be substituted:—

All documents and copies of documents, except drawings, sent to or left at the Patent Office or otherwise furnished to the Comptroller or to the Board of Trade shall be written, type-written, lithographed or printed in the English language (unless otherwise directed) in large and legible characters with deep permanent ink upon strong white paper, and, except in the case of statutory declarations and affidavits, on one side only, of a size of approximately 13 inches by 8 inches, leaving a margin of at least one inch and a half on the left-hand part thereof, and the signatures thereto must be written in a large and legible hand. Duplicate documents shall at any time be left, if required by the Comptroller.

Size, &c., of
documents.

At the top of the first page of a specification a space of about two inches should be left blank.

DRAWINGS ACCOMPANYING SPECIFICATIONS.

16. For Rules 18 to 24 of the Patents Rules, 1903, the following Rules shall be substituted:—

As the drawings are printed by a photolithographic process, the character of each original drawing must be brought as nearly as possible to a uniform standard of excellence, suited to the requirements of such process, and calculated to give the best results in the interests of inventors, of the Office, and of the public. The following requirements should, therefore, be strictly observed, as non-compliance therewith will be certain to cause delay in the progress of an application for a patent.

17. Drawings, when furnished, should accompany the provisional or complete specification to which they refer, except in the case provided for by Rule 24. No drawing or sketch such as would

General.

require the preparation for the printer of a special illustration for use in the letterpress of the specification when printed should appear in the specification itself.

Require-
ments as to
paper.

18. Drawings may be made by hand or lithographed, printed, &c. They must be made on pure white, hot-pressed, rolled, or calendered strong paper of smooth surface, good quality, and medium thickness without washes or colours, in such a way as to admit of being clearly reproduced on a reduced scale by photography. Mounted drawings must not be used.

Size of
drawings and
arrangement
of figures.

19. Drawings must be on sheets which measure 13 inches from top to bottom and are either from 8 inches to $8\frac{1}{2}$ inches or from 16 inches to $16\frac{1}{2}$ inches wide, the narrower sheets being preferable.

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, but no more sheets should be employed than are necessary and the figures should be numbered consecutively throughout and without regard to the number of sheets. The figures should not be more numerous than is absolutely necessary. They should be separated by a sufficient space to keep them distinct.

Drawings to
be suitable
for repro-
duction.

20. Drawings must be prepared in accordance with the following requirements:—

- (a.) They must be executed with absolutely black ink.
- (b.) Each line must be firmly and evenly drawn, sharply defined, and of the same strength throughout.
- (c.) Section lines, lines for effect, and shading lines should be as few as possible, and must not be closely drawn.
- (d.) Shade lines must not contrast too much in thickness with the general lines of the drawing.
- (e.) Sections and shading should not be represented by solid black or washes.
- (f.) They should be on a scale sufficiently large to show the invention clearly, and only so much of the apparatus, machine, &c., should appear as effects this purpose. If the scale is given, it should be drawn, and not denoted by words.

Reference letters and figures, and index numerals used in conjunction therewith, must be bold, distinct and not less than one-eighth of an inch in height. The same letters should be used in different views of the same parts. Where the reference letters are shown outside the figure, they must be connected with the parts referred to by fine lines.

21. 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 consecutive 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. Neither the title of the invention nor any descriptive matter should appear on the drawings.

Drawings to bear name of applicant, &c., but no descriptive matter.

22. A facsimile or "true copy" of the original drawings must be filed at the same time as the original drawings, prepared strictly in accordance with the above Rules, except that it may be on tracing cloth and the reference letters and figures should be in black-lead pencil.

Copies of drawings.

The words "original" or "true copy" must in each case be marked at the right-hand top corner, under the numbering of the sheet.

Marking of originals and true copies.

23. Drawings must be delivered at the Patent Office so as to be free from folds, breaks, or creases which would render them unsuitable for reproduction by photography.

Delivery of drawings.

24. 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 in the complete specification as those left with the provisional specification.

Provisional drawings used for complete specifications.

Dated the 20th day of October, 1904.

G. W. BALFOUR,
President of the Board of Trade.

THE FIRST SCHEDULE.

FEE PAYABLE ON SEALING OF PATENT.

	£	s.	d.
13a. On sealing of patent; in respect of each application	1	0	0

G. W. BALFOUR,
President of the Board of Trade.

20th October, 1904.

Approved:

H. W. FORSTER,
BALCAERES,

Lords Commissioners of His Majesty's Treasury.

THE SECOND SCHEDULE.

Patents, Designs, and Trade Marks Acts, 1883 to 1902.

[PATENT.]

FORM X.

Form of Notice of Desire to have Patent Sealed.

I (a) desire to have a patent sealed on my (b) Application No. _____ of 19____, and I (c) hereby transmit the prescribed fee on sealing.

Name (d) _____.

Address _____.

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

20th October, 1904.

G. W. BALFOUR,
President of the Board of Trade.

(a) or We. (b) or Our. (c) or We.
(d) Here insert name, or names, and full address or addresses.

INSTRUCTIONS TO APPLICANTS FOR PATENTS.

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The instructions as published also contain a list of the places receiving donations of Patent Office works and a list of Patent Office publications, including a catalogue of the abridgments of specifications divided into classes to facilitate searching. These are omitted from this book.

1. Who may apply for a Patent in the United Kingdom.—Any person whether a British subject or not may make an application for a patent, provided that he is the true and first inventor, or applies jointly with the true and first inventor or inventors, or has received the invention from abroad.

Any person who has made a previous application for a patent either in any of the Foreign States or in any of the British Possessions, with which certain arrangements for mutual protection of inventions (see par. 13) have been made, may obtain priority in the United Kingdom.

Two or more persons may make a joint application for a patent, and a patent may be granted to them jointly. The true and first inventor (or inventors) must be a party (or parties) to the application, except in the case of an invention received from abroad or of an application under the International or Colonial arrangements.

A company (body corporate) may apply for a patent as joint applicant with the inventor, but not as sole applicant, unless the application is made in respect of an invention communicated from abroad, or under the International or Colonial arrangements. The application should be made under the seal of the company.

A firm as such cannot apply for a patent, but a joint application may be made by all the individual members of the firm.

The legal representative of a deceased person may apply for a patent, but the application must be made within six months of the decease of such person.

A minor may apply for a patent.

Application for a patent may be made on behalf of a lunatic by his guardian or committee.

2. What may be Patented.—Patents are only granted for inventions the subject matter of which is “a manner of manufacture” within the meaning of the Patents Acts. For example, the rights of an author in the production of a book are protected by copyright, and not by a patent.

Applications for patents would not be accepted in the following cases :—

(a) Where no material product of a substantial character is realised or affected by the alleged invention, or where the only material product is a printed sheet, ticket, coupon, or its equivalent, for use in carrying out some scheme of business or the like.

(b) Where it is proposed to use, modify, or imitate natural conditions existing on the earth’s surface, there being no invention as to the means or apparatus applied to these purposes.

A patent cannot be granted for an invention the use of which is contrary to law or morality, or which is of an improper nature. For example, a patent would not be granted for a lottery.

An application for a patent must be restricted to one invention. Several distinct matters are not deemed to constitute one invention merely because they are all applicable to or may form parts of an existing machine, apparatus, or process.

3. Manner of Applying for a Patent.—

(i.) All applications and communications must be made in English.

(ii.) Applicants must apply in their real names and not under assumed or trade names.

(iii.) No models are required.

(iv.) *Ordinary Application.*—An application for a patent may in an ordinary case be made in one of two ways:—The applicant may apply in the first instance for provisional protection, and, in connection with an application made after January 1st, 1905, may leave his complete specification at any later period within 6 months or with extension of time 7 months (see par. 12); or the applicant may leave his complete specification at the time of making his application, in which case a provisional specification is unnecessary.

Provisional protection, which is conferred by the acceptance of an application, entitles an applicant to use and publish his invention without thereby prejudicing his patent rights, but it does not protect him from infringement. The right to sue for infringement does not arise until a patent is sealed, and then only in respect of such infringements as have been committed after the acceptance and publication of the complete specification. The certificate of receipt issued when an application is lodged does not confer provisional protection.

(v.) *Application under the International and Colonial Arrangements.* (See par. 13.)—An application in the United Kingdom for a patent having priority of date under the International and Colonial arrangements must be made within 12 months from the date of the *first* foreign or colonial application, and must be accompanied by a complete specification. The application must be in the name of and signed by the person or persons by whom the first foreign application was made, and must be accompanied (in addition to the specification) by a copy or copies of the specification and drawings as filed in the Patent Office of the Foreign State or British Possession in respect of the first foreign or colonial application duly certified by the official chief of such Patent Office, or otherwise verified to the satisfaction of the Comptroller; and if the specification be in a foreign language, by a translation thereof verified by statutory declaration or otherwise to the satisfaction of the Comptroller.

(vi.) *The Specifications* and all other documents, except drawings (see par. 4), must be written or printed in large and legible characters with deep permanent ink on one side only of sheets of strong white paper measuring approximately 13 inches by 8 inches, leaving a margin of at least one inch and a half on the left-hand side thereof; and the signatures of the applicants or agents must be written in ink in a large and legible hand, and the several sheets should be fastened together at the top left-hand corner. At the top

of the first page of a specification a space of about 2 inches should be left blank.

(vii.) *The Title of the Invention* should cover the whole subject matter, and should not be the name under which the invention is to be sold.

In the title of the invention the following forms are not allowable:—

(a) Fancy names or titles, *e.g.*, “The Simplex Wheel;” “The Hercules Braces.”

(b) The use of the inventor’s name, or of the word “Patent.”

(c) The abbreviation “*etc.*” This should be replaced by words expressing whatever is intended to be covered by the term, or by the phrase “and the like.”

(viii.) *An Application* can either be made by direct communication with the Office or through an agent duly authorised to the satisfaction of the Comptroller. The application on Form A, A¹, or A² must be signed by the applicant or applicants; but most other communications may be made by or through authorised agents.

(ix.) *Applications* must be left at the Patent Office by hand, or sent by post, addressed to the Comptroller, Patent Office, 25, Southampton Buildings, Chancery Lane, W.C.

4. Documents, &c., required on Application for a Patent.—

a. Application Forms.—Application for a patent must be made on one of three forms (see par. 17), stamped 1*l*.

(1) Form A.—For ordinary applications.

(2) Form A¹.—For applications for patents for inventions communicated from abroad

(3) Form A².—For applications under the International and Colonial Arrangements.

Application forms must be prepared in accordance with the following requirements:—

They should contain—

(a) The full name and address of each applicant

(b) The calling of each applicant.

(c) The title of the invention.

(d) The statement of inventorship, and any other information required on the form; see especially the marginal notes.

They should be dated at the end, and signed by each applicant.

Every application should be accompanied by an address for service to which all communications from the Patent Office may be sent.

b. Provisional Specification.—When provisional protection is applied for, the application form must be accompanied by Form B

(unstamped) in duplicate. Form B must contain the full name, address, and calling of each applicant, and the title of the invention, all of which must be exactly identical with those given on the application form.

The provisional specification must be begun on Form B, and continued on foolscap paper, if necessary. It must fairly describe the nature of the invention and be accompanied by drawings if required. See (d) of this paragraph. The applicant should in this document give a clear description of the invention, but he need not enter into minute details as to the manner in which the invention is to be carried into effect, and no claims are necessary. The specification must be dated at the end, and signed by each applicant or by the authorised agents.

Unless a complete specification, stamped 3*l.*, is left within 6 months, or with extension of time, 7 months (see par. 12), from the date of application, an application for a patent made after the 1st January, 1905, is deemed to be abandoned. The complete specification should be prepared as stated in (c) of this paragraph. It should refer to the number and date of the provisional specification, and should be a full and detailed description of the invention, independent of the description given in the provisional specification.

c. Complete Specification.—When a complete specification is left with the application the application form must be accompanied by Form C, stamped 3*l.* (see par. 17), together with an unstamped copy.

Form C must contain the full name, address, and calling of each applicant, and the title of the invention, all of which must be exactly identical with those given on the application form, and with those on Form B, if a provisional specification has been filed.

The complete specification must be begun upon Form C (bearing a 3*l.* stamp), and continued, if necessary, on foolscap paper. The duplicate must be an exact copy, but unstamped. The specification should be a full and detailed description of the invention, of such a nature that the invention could be carried into practical effect by a competent workman from the directions of the document alone. The specification must be accompanied by drawings if required. See (d) of this paragraph.

It is necessary at the end of the complete specification to make a distinct and proper statement of claims, which must be clear and succinct as well as separate and distinct from the body of the specification. The claims should be preceded by the prescribed preamble given on Form C, and should form in brief a clear statement of that which constitutes the invention, and inventors should be careful that their claims include neither more nor less than they

desire to protect by their patent. Any unnecessary multiplicity of claims or prolixity of language should be avoided.

Claims are not intended to be made for the efficiency or advantages of the invention.

The specification must be dated at the end, and signed by each applicant or by the authorised agents.

Unless the complete specification is accepted within 12 months or with extension of time, 13, 14, or 15 months (see par. 12) from the date of application, the application becomes void, and cannot be further proceeded with.

d. Drawings.—As the drawings are printed by a photo-lithographic process, the character of each original drawing must be brought as nearly as possible to a uniform standard of excellence, suited to the requirements of such process and calculated to give the best results in the interest of inventors, of the Patent Office, and of the public. The following requirements should, therefore, be strictly observed, as non-compliance therewith will be certain to cause delay in the progress of an application for a patent.

Drawings, when furnished, must accompany the provisional or complete specification to which they refer, except in the case when those left with a provisional are referred to in the complete specification. No drawing or sketch such as would require the preparation for the printer of a special illustration for use in the letterpress of the specification when printed should appear in the specification itself.

Drawings may be made by hand or lithographed, printed, &c. They must be made on pure white, hot-pressed, rolled, or calendered drawing-paper of smooth surface, good quality, and medium thickness, without washes or colours, in such a way as to admit of being clearly reproduced on a reduced scale by photography. Mounted drawings must not be used.

Drawings must be on sheets which measure 13 inches from top to bottom and are either from 8 inches to 8½ inches or from 16 inches to 16½ inches wide, the narrower sheets being preferable.

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, but no more sheets should be employed than are necessary, and the figures should be numbered consecutively throughout, and without regard to the number of sheets. The figures should not be more numerous than is absolutely necessary. They should be separated by a sufficient space to keep them distinct, and should be placed in an upright position on the sheet.

Drawings must be prepared in accordance with the following requirements:—

- (a) They must be executed with absolutely black ink.
- (b) Each line must be firmly and evenly drawn, sharply defined, and of the same strength throughout.
- (c) Section lines, lines for effect, and shading lines, should be as few as possible, and must not be too closely drawn.
- (d) Shade lines must not contrast too much in thickness with the general lines of the drawing.
- (e) Sections and shading should not be represented by solid black or washes.
- (f) They should be on a scale sufficiently large to show the invention clearly, and only so much of the apparatus, machine, &c., should appear as effects this purpose. If the scale is given, it should be drawn, and not denoted by words.

Reference letters and figures, and index numerals used in conjunction therewith, must be bold, distinct, and not less than one-eighth of an inch in height. The same letters should be used in different views of the same parts. Where the reference letters are shown outside the figure, they must be connected with the parts referred to by fine lines.

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 consecutive 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. Neither the title of the invention nor any descriptive matter should appear on the drawings.

A facsimile or "true copy" of the original drawings must be filed at the same time as the original drawings, prepared strictly in accordance with the above rules, except that it may be on tracing cloth and the reference letters and figures must be in blacklead pencil.

The words "original" or "true copy" must in each case be marked at the right-hand top corner, under the numbering of the sheet.

Drawings must be delivered at the Patent Office so as to be free from folds, breaks, or creases, which would render them unsuitable for reproduction by photography.

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 in the complete specification as those "left with the provisional specification."

5. Official Examination.—On the receipt of an application for a patent, the examiner to whom the application has been referred will report to the Comptroller whether the nature of the invention is fairly described, whether the application, specification and drawings (if any) have been prepared in the prescribed manner, whether the title sufficiently indicates the subject matter of the invention, and whether the specification comprises one invention only. If this report be adverse, the Comptroller may refuse to accept the application, or may require that the application, specification or drawings be suitably amended before he proceeds with the application, and he may direct that the application shall be post-dated.

Under section 1 of the Patents Act, 1902, when a complete specification has been deposited in connection with an application made after the 1st January, 1905, a search is made to ascertain whether the invention claimed has been wholly or in part claimed or described in any specification (other than a provisional specification not followed by a complete specification) published before the date of the application under examination and deposited pursuant to any application in the United Kingdom fifty years next before the date of the application in question. If any such complete or partial anticipation be found and the applicant is unable to amend his specification so as to obviate the necessity for a reference to such anticipation, the patent will only be granted after the insertion in the complete specification of a reference to the prior specification by way of notice to the public. The above search is not, of course, exhaustive and must not be regarded as being in any way a guarantee of the validity of the patent. See the Patents Act, 1902, and the Patents Rules, 1905.

It may be added that the Patent Office does not report as to the patentability of an alleged invention unless its use is contrary to law or morality, or unless it is of an improper nature, or does not relate to a manner of manufacture. (See par. 2.)

6. Acceptance of Complete Specification.—The complete specification must be accepted within 12 months from the date of application unless extension of time be allowed. (See pars. 4 and 12.)

On the acceptance of a provisional or complete specification, the Comptroller gives notice thereof to the applicant, and he advertises the acceptance of every complete specification in the Official Journal of the Patent Office.

Anyone wishing to be informed as soon as a complete specification is accepted, should forward a blank Form Q (see par. 17) with a request for such information.

7. Amendment of Specification.—Under section 18 of the Act, a complete specification may be amended by way of disclaimer, cor-

rection, or explanation, but no amendment will 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. A request for leave to amend must be made on Form F (see par. 17) and signed by the applicant or the registered proprietor of the patent, and must be accompanied by a certified printed copy of the specification showing clearly in red ink the proposed amendments. A printed copy of any published specification may be obtained from the Patent Office, 25, Southampton Buildings, W.C., price 8*d.*, including inland postage (see par. 21). The fee for certifying the printed copy is one shilling. Care should be taken to indicate clearly what part of the printed description it is proposed to omit, and at what point interlineations are to be inserted. Additional matter which cannot be written upon the printed copy should be written upon a separate sheet and attached to the print.

It should be remembered that the proposed amendments, whether allowable or not, are made public and advertised, and that this publication may be a bar to obtaining a valid patent for matter disallowed by way of amendment. No amendment of a provisional specification is allowed under section 18; but clerical errors therein may be corrected.

Anyone wishing to be informed as soon as an application for amendment of a specification is entered, should forward a blank Form Q (see par. 17) with a request for such information.

A notice of opposition to the amendment of a specification must be made on Form G (see par. 17).

8. Public Inspection of Documents.—The provisional specification (if any) and the complete specification are not open to public inspection, for searches or for copying, until after the acceptance of the complete specification, except in the case of an application made under the International or Colonial arrangements, where the complete specification, if not already accepted, becomes open to public inspection at the end of 12 months from the date of the first foreign application. The specifications of abandoned or void applications (except in the case of void applications under the International or Colonial arrangements) are not printed or open to inspection.

Upon the acceptance of a complete specification, the application, specification or specifications with the drawings (if any) may be inspected at the Patent Office upon payment of the prescribed fee. (See par. 17.)

Specifications are printed fifteen days after the advertisement of the acceptance of the complete specification.

9. Opposition to the Grant of a Patent.—A patent is granted upon an application which passes the prescribed stages and is unopposed, whether the invention be novel or not. See, however, par. 5, as to reference to prior specifications inserted by way of notice to the public in complete specifications deposited in connection with applications for patents made after the 1st January, 1905.

Under section 11 of the Act of 1883, as amended by section 4 of the Act of 1888, the grant of a patent may be opposed at any time within two months from the date of the advertisement in the Illustrated Official Journal of the acceptance of the complete specification; on the ground of the applicant having obtained the invention from the opponent, 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 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; *but on no other ground.*

A notice of opposition to the grant of a patent must be made on Form D (see par. 17), and must state the ground or grounds on which the person giving such notice intends to oppose the grant, and must be signed by him. Such notice must state his address for service in the United Kingdom, and be accompanied by an unstamped copy to be transmitted by the Comptroller to the applicant.

10. Sealing of Patent.—Except in cases of appeal to the law officer, of opposition, or of the death of the applicant, a patent must be sealed within 15 months, or, if extension of time has been allowed for leaving or accepting a complete specification, 19 months from the date of the application for the patent. Under the Patents Rules, 1905, a sealing fee of 1*l.* is payable in connection with an application for a patent made after the 1st January, 1905, and unless the prescribed sealing fee be paid within the time during which a patent can lawfully be sealed, no patent can be granted on such an application. The sealing fee should be paid by leaving at the Patent Office, Form X, stamped 1*l.* (see par. 17).

Great care must be taken to ensure that Form X, duly stamped, is left at the office at such a date as to permit of the sealing of the patent within the prescribed time. The applicant for a patent is advised to pay the sealing fee after the date of the acceptance of the complete specification and before the expiration of the period allowed for opposition (see par. 9). If this be done, the patent will

as a rule be sealed about 10 weeks after the date of the acceptance of the complete specification.

11. Duration of Patent and Payment of Renewal Fees for the Continuance of Patent.—Every patent is granted for the term of 14 years from the date of application, subject to the payment, before the expiration of the 4th and each succeeding year during the term of the patent, of the prescribed fee. The patentee may pay all or any of such prescribed annual fees in advance.

Payment must be made by way of Form J duly stamped (see par. 17), which must be sent to the Patent Office for entry of the payment in the register. The production of Letters Patent at the Patent Office on payment of these fees is not required.

As the payment of these renewal fees is regulated by Act of Parliament, a fee cannot be received a *single day* after it is due; but if by accident, mistake, or inadvertence the payment has been omitted, application may be made to the Comptroller, on Patent Form K (see pars. 12 and 17), for an enlargement of time to make such payment, but no enlargement can be allowed beyond three months.

TABLE SHOWING AMOUNT OF RENEWAL FEES PAYABLE YEAR BY YEAR.

Amount payable in	Upon Patents dated													
	1891	1892	1893	1894	1895	1896	1897	1898	1899	1900	1901	1902	1903	1904
	£	£	£	£	£	£	£	£	£	£	£	£	£	£
1905	14	13	12	11	10	9	8	7	6	5			
1906	14	13	12	11	10	9	8	7	6	5		
1907	14	13	12	11	10	9	8	7	6	5	
1908	14	13	12	11	10	9	8	7	6	5
1909	14	13	12	11	10	9	8	7	6
1910	14	13	12	11	10	9	8	7
1911	14	13	12	11	10	9	8
1912	14	13	12	11	10	9
1913	14	13	12	11	10
1914	14	13	12	11
1915	14	13	12

12. Extension of Time for leaving or accepting a Complete Specification or for Payment of Renewal Fees.—An extension of time may be allowed for leaving a complete specification (limited to one month), for accepting a complete specification (limited to three months), and for payment of renewal fees (limited to three months).

Applications for extension of time must be made on Form U (for leaving the complete specification), on Form V (for accepting the complete specification), on Form K (for the payment of renewal fees), must be duly stamped, and must contain a statement detailing

in what circumstances and upon what grounds the extension of time is applied for. (See par. 17.)

13. International and Colonial Arrangements.—An International Convention for the protection of industrial property exists between the following States:—

Belgium.	Great Britain with New Zealand & Queensland.	Portugal with the Azores and Madeira.
Brazil.	Italy.	Santo Domingo.
Cuba.	Japan.	Servia.
Denmark with the Faröo Islands.	Mexico.	Spain.
France with Algeria and colonies.	Netherlands with the Dutch East Indies, Surinam and Curaçoa.	Sweden.
Germany.	Norway.	Switzerland.
		Tanis.
		United States of America.

Copies of the text of the Convention and of the additional Act modifying the Convention, may be purchased for 2*d.* and 1*s.*, respectively, from Messrs. Eyre & Spottiswoode, East Harding Street, Fleet Street, London, E.C., and 32, Abingdon Street, Westminster, London, S.W., or through any bookseller.

Under this Convention, an applicant for a patent in any one of the contracting States may obtain priority in any of the other States.

Similar arrangements, for the mutual protection of inventions, designs, and trade marks, have been made between Great Britain on the one side, and each of the following States and Colonies on the other:—

Ecuador (Designs and Trade Marks only).	Greece (Designs and Trade Marks only).	Honduras.	Paraguay.	Roumania (Designs and Trade Marks only).	Tasmania.	Uruguay.	Western Australia.
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An International Office, in connection with the Convention, has been established at Berne, Switzerland, which publishes a monthly periodical, entitled "La Propriété Industrielle." The yearly subscription (including postage) for all countries within the postal union is 5 francs 60 centimes, and should be forwarded by money order to L'Imprimerie Co-opérative, Berne.

14. Exhibition of Unpatented Inventions.—Any person may exhibit an unpatented invention at an exhibition certified by the Board of Trade as industrial or international, during the period of the holding of the exhibition, without prejudice to his subsequent patent rights, provided (a) that he gives the prescribed notice on Form O (see par. 17) to the Comptroller of his intention so to exhibit it, and (b) that the application for a patent be made within six months from the date of the opening of the exhibition. In the case of exhibitions held out of the United Kingdom, no notice of intention to exhibit is required to be given to the Comptroller.

For the purpose of identifying the invention in the event of an

application for a patent being subsequently made, the inventor must furnish to the Comptroller a brief description of his invention, accompanied, if necessary, by drawings, and such other information as the Comptroller may require.

15. Assignments, Licenses, &c.—Deeds of assignment of patents, and other documents affecting the proprietorship of patents, licenses to manufacture or use patented inventions, are required by section 23 of the Act of 1883 to be entered in the register at the Patent Office. No document can, however, be recorded until the patent affected has been actually sealed. Every document sent for registration must be duly stamped in accordance with the provisions of the Stamp Act, 1891, and must be accompanied by an attested copy written upon foolscap paper (on one side only) and bearing a 1s. impressed stamp, and by the stamped Form of Request. See par. 17, Form L and Form M. Names of individual members of firms should be set out on the Form of Request.

16. Miscellaneous Matters relating to Patents and the Patent Office.—

a. Information by Post.—Any person wishing to know whether a particular patent is still in force, the name of the present proprietor of a patent, or any similar details, may obtain an extract from the Register of Patents upon stating the number and year of the patent and forwarding the fee of one shilling by postal order. No information with reference to unpublished applications can be given to any person other than the applicant.

b. Full-size Copies of Drawings.—Full-size copies of drawings printed by photo-lithography may be obtained at the under-mentioned rates:—

No. of Copies.	Whole sheets Imperial. (30 × 22.)	Half-sheets Imperial. (15 × 22.)	Foolscap Size. (13 × 16.)	Half-foolscap Size. (13 × 8.)
	<i>s.</i> <i>d.</i>	<i>s.</i> <i>d.</i>	<i>s.</i> <i>d.</i>	<i>s.</i> <i>d.</i>
Single copies.....	25 0	15 0	15 0	10 0
Not exceeding—				
6 copies.....	28 0	18 0	17 0	12 0
12 „.....	30 0	20 0	18 6	13 6
25 „.....	32 0	22 0	20 0	15 0

If a satisfactory photograph cannot be obtained from the original drawing, an extra charge will be made to cover the expense of making a tracing.

When the original drawings are coloured there will also be an extra charge for colouring the copies.

c. Advice on Patent Matters, &c.—The Patent Office does not undertake to give legal advice or opinions on any subject connected with patent law which, like other laws, is left to the interpretation of professional men; nor does the Patent Office examine specifications or other documents before they are filed.

Searches (other than those made in pursuance of the terms of section 1 of the Act of 1902) cannot be undertaken by the Patent Office, but must be made by the person requiring information, or by his agent. (See par. 21.)

The Patent Office cannot recommend any particular patent agent for employment by applicants, but a list of registered patent agents may be obtained from Messrs. Eyre and Spottiswoode, East Harding Street, Fleet Street, London, E.C., and 32, Abingdon Street, Westminster, London, S.W., or through any bookseller. Price (including postage) 1s. 1d.

d. Application for Assistance, Reduction of Fees, &c.—It is not within the power of the Comptroller to comply with any of the following requests:—

- For pecuniary assistance to obtain patents.
- For reduction or remission of any of the fees required by the patent law.
- For purchase or acquirement of any interest in patented or other inventions.
- For recommendation of any invention for purchase or use by a Government Department or by the public.

e. Use of the word "Patent."—Any person who represents that an article sold by him is a patented article when no patent has been granted for it is liable for every offence on summary conviction to a fine not exceeding five pounds. In a case decided by a police magistrate, it was held, however, that a person was entitled to mark goods with the word "patent" after the complete specification had been accepted. (See section 15 of the Act of 1883, and Reports of Patent Cases, vol. 13, p. 265.)

f. Patent Medicines.—Communications with respect to the preparation and supply of medicine stamps appropriated to a particular medicine, or as to the liability to stamp duty of so-called "patent medicines," should be addressed to the Secretary (Stamps and Taxes), Inland Revenue, Somerset House, London, W.C.

The use of medicine stamps does not have the effect of Letters Patent.

17. Patent Forms and Fees.—(i.) Forms are not supplied by the Patent Office, but can be purchased on personal application at the Inland Revenue Office, Royal Courts of Justice (Room No. 6), Strand, London, W.C., or, at a few days' notice and upon prepayment of the value of the stamp, at any Money Order Office in the United Kingdom.

If it should not be convenient to apply in either of the ways above specified, the stamped forms can be ordered by post from the Controller of Stamps,

Room 5, Inland Revenue Office, Somerset House, London, W.C. In this case a bankers' draft or a money or postal order payable to the Commissioners of Inland Revenue and crossed Bank of England, to cover the value of the stamp and the cost of transmitting the form in a registered envelope by post, must be forwarded to Somerset House with the application for the form. Cheques will not be accepted.

	£	s.	d.
Form A. Application for patent	1	0	0
„ A ¹ . „ „ for invention communicated from abroad	1	0	0
„ A ² . „ „ under international and colonial arrangements	1	0	0
„ B. Provisional specification	No fee.		
„ C. Complete specification	3	0	0
„ C ¹ . Postal request for printed copy of specification (<i>for use in the United Kingdom only</i>)	0	0	8
„ D. Notice of opposition to grant of patent	0	10	0
„ E. Application for hearing by Comptroller	1	0	0
„ F. Application to amend specification. Up to sealing	1	10	0
„ „ „ After sealing	3	0	0
„ G. Notice of opposition to amendment	0	10	0
„ H (with H ¹). Application to the Board of Trade for a compulsory license	1	0	0
„ I. Opposition to grant of compulsory license	1	0	0
„ J. Application for certificate of payment of renewal fee:—			
Before the expiration of the 4th year from date of patent, and in respect of the 5th year	5	0	0
„ „ 5th „ „ 6th „	6	0	0
„ „ 6th „ „ 7th „	7	0	0
„ „ 7th „ „ 8th „	8	0	0
„ „ 8th „ „ 9th „	9	0	0
„ „ 9th „ „ 10th „	10	0	0
„ „ 10th „ „ 11th „	11	0	0
„ „ 11th „ „ 12th „	12	0	0
„ „ 12th „ „ 13th „	13	0	0
„ „ 13th „ „ 14th „	14	0	0
„ K. Application for enlargement of time for payment of renewal fees:—			
Not exceeding 1 month	1	0	0
„ 2 months	3	0	0
„ 3 „	5	0	0
„ L. Application for entry of name upon register of patents	0	10	0
„ M. „ „ notification of license or other document	0	10	0
„ N. Application for duplicate of letters patent	2	0	0
„ O. Notice to Comptroller of intended exhibition of unpatented invention	0	10	0
„ P. Request to Comptroller to correct a clerical error. Up to sealing	0	5	0
„ „ „ After sealing	1	0	0
„ Q. Certificate of Comptroller	0	5	0
„ R. Application for alteration of address in register	0	5	0
„ S. „ „ entry of an Order of Privy Council	0	10	0
„ T. Appeal from Comptroller to law officer	3	0	0
„ U. Application for extension of time for leaving complete speci- fication:—Not exceeding 1 month	2	0	0

Form V. Application for extension of time for acceptance of complete specification after 12 months :—	£	s.	d.
Not exceeding 1 month.....	2	0	0
„ 2 months	4	0	0
„ 3 „	6	0	0
„ X. Notice of desire to have patent sealed	1	0	0
Search or inspection fee	0	1	0
For office copies.....every 100 words (but never less than one shilling.)	0	0	4

For certifying office copies, MS. or printed each 0 1 0

An additional stamp duty of one shilling is also charged under the Stamp Act upon certified copies of registers, or of stamped legal documents.

For office copies of drawings, cost according to size and character of drawings. See par. 16 (b).

(ii.) Forms A, B, C, C¹, and X are usually kept on sale at the undermentioned places :—

London General Post Office, E.C.	Post Office, Lombard Street, E.C.
Post Office, 195, Whitechapel Road, E.	„ 28, Eversholt Street, Camden Town, N.W.
„ 239, Borough High Street, S.E.	„ 12, Parliament Street, S.W.,
„ Charing Cross, W.C.	

and the chief post offices in the towns named below :—

IN ENGLAND AND WALES.	Doncaster.	Nuneaton.	West Bromwich.
	Dorchester.	Oldbury.	Whitby.
	Driffield.	Oldham.	Widnes.
	Accrington.	Patrinton.	Wigan.
	Altrincham.	Plymouth.	Wolverhampton.
	Ashton-under-Lyne.	Pontefract.	Wolverton.
	Barnsley.	Portsmouth.	Woolwich.
	Barrow-in-Furness.	Prescot.	Worcester.
	Bath.	Preston.	York.
	Bedford.	Reading.	—
	Beverley.	Redditch.	IN SCOTLAND.
	Birkenhead.	Richmond (Yorks.).	Aberdeen.
	Birmiugham.	Ripon.	Dumbarton.
	Blackburn.	Rochdale.	Dundee.
	Bolton.	Rotherham.	Edinburgh.
	Bradford.	Rugby.	Glasgow.
	Brighton.	Salford.	Greenock.
	Bristol.	St. Helens.	Inverness.
	Bromsgrove.	Scarborough.	Lanark.
	Burnley.	Sedgeley.	Leith.
	Burslem.	Sheffield.	Paisley.
	Burton-on-Trent.	Southampton.	Perth.
	Bury.	Stafford.	Renfrew.
	Cambridge.	Stalybridge.	—
	Cardiff.	Stockport.	IN IRELAND.
	Carlisle.	Stoke-on-Trent.	Belfast.
	Chatham.	Stourbridge.	Cork.
	Chester.	Stourport.	Dublin.
	Clitheroe.	Sunderland.	Dundalk.
	Congleton.	Swansea.	Galway.
	Coventry.	Tamworth.	Limerick.
	Crewe.	Truro.	Londonderry.
	Croydon.	Tunstall.	Waterford.
Darlaston.	Wakefield.	Wexford.	
Derby.	Walsall.		
Dewsbury.	Warrington.		
	Wednesbury.		

18. Applications for Patents, &c., in the British Colonies and Foreign States.—Applications for colonial or foreign patents, &c., must be made to the Government of the Colony or Foreign State in which protection is desired. A collection of colonial and foreign patent, design, and trade mark laws and rules may be seen in the Free Library of the Patent Office.

19. Patent Office Museum.—This museum was abolished in 1883 and the contents transferred to what is now the Victoria and Albert Museum at South Kensington, where they have been added to the general science collections of that museum. The engineering and naval objects are arranged in the southern galleries (entrance in Exhibition Road) and the scientific apparatus in the western galleries (entrance in Imperial Institute Road). These galleries are open free daily, from 10 a.m. to 10 p.m. on Mondays, Tuesdays, and Saturdays, and until 4, 5, or 6 p.m. according to season, on the other week days, also from 2 p.m. until 4, 5, 6, or 7 p.m. on Sundays; but they are not open on Good Friday or Christmas Day. Many of the models are in motion from 11 a.m. on week days, and from 2 p.m. on Sundays, until closing time. All communications relating to the museum should be addressed to the Secretary, Board of Education, South Kensington, London, S.W.

20. Patent Office Library.—The Free Public Library of the Patent Office, 25, Southampton Buildings, Chancery Lane, London, W.C., is open daily from 10 a.m. to 10 p.m., except on Sundays, Christmas Day, Good Friday, and Bank Holidays. On the day observed as his Majesty's birthday, Christmas Eve, Easter Eve, and Whitsun Eve, the library is closed at 4 p.m.

In addition to the printed specifications, indexes, and other publications of the Patent Office, the library contains a collection of the leading British and foreign scientific journals, transactions of learned societies, and text books of science and art, and the full or abridged patent specifications of the following countries:—Argentine Republic, Austria, Barbados, Belgium, Canada, Cape Colony, Denmark, Finland, France, Germany, Grenada, Hungary, Italy, Japan, Mauritius, Mexico, Natal, New South Wales, New Zealand, Norway, Portugal, Queensland, Russia, St. Lucia, St. Vincent, South Australia, Straits Settlements, Sweden, Switzerland, Trinidad, United States of America, Victoria, Western Australia.

21. Patent Office Publications.—These may be consulted daily at the Free Public Library of the Patent Office; at the Science and Art Department, South Kensington; and at the Free Libraries, &c. (see p. 513, "List of Contents," (23)). They are also on sale at the Patent Office, 25, Southampton Buildings, Chancery Lane, W.C.,

and will be forwarded by post on receipt of the price and of the postage (if any is charged). *Sums amounting to 6d. or more must be remitted by postal or post-office order payable to the Comptroller-General.* Postage stamps sent in payment of any amount exceeding 5d. will be returned. Deposit accounts may be opened, the minimum deposit being 2l.

In ordering specifications, the price of which is 8d. each, the number and year of the patent must be given. In searching for the invention of any particular person, the name indexes, published as part of the Illustrated Official Journal of Patents, should be consulted. In searching as to the patents which have been granted in connection with a particular subject, the abridgment class and index key should first be consulted to ascertain where the subject-matter is classified in the Patent Office publications. The corresponding volumes of abridgments of specifications, each of which is furnished with name and subject-matter indexes, should then be examined. In the case of recent specifications for which abridgment volumes have not yet been published, the annual and monthly Subject-Matter Indexes and Illustrated Official Journal must be consulted. Searches (other than those made in pursuance of the terms of section 1 of the Act of 1902) cannot be undertaken by the Patent Office. See par. 16 (c).

Specifications or other publications cannot be returned by the purchasers, unless a wrong number has been supplied through an error on the part of the Patent Office.

22. Specifications of Foreign and Colonial Patents.—Specifications of foreign and colonial patents are not sold by the Patent Office. Applications for these should be made to the Patent Office of the country in which the patent was granted.

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

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

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 fourteen days from the date of the decision appealed against, or such further time as the Comptroller may allow, except by special leave upon application to the law officer.

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

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

VIII. The evidence used on appeal to the law officer shall be the same as that used at the hearing before the Comptroller; and no further evidence shall be given, save as to matters which have occurred or come to the knowledge of either party, after the date

of the decision appealed against, except with the leave of the law officer upon application for that purpose.

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.

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.

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

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

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

HENRY JAMES, A.G.
FARRER HERSCHELL, S.G.

EXTENSION OF THE TERM OF A PATENT.

RULES to be observed in Proceedings before the Judicial Committee of the Privy Council under the Patents, Designs, and Trade Marks Act, 1883, Section 25.

I. A party intending to apply by petition under section 25 of the Act shall give public notice by advertising three times in the *London Gazette*, and once at least in each of three London newspapers.

If the applicant's principal place of business is situated in the United Kingdom, at a distance of 15 miles or more from Charing Cross, he shall also advertise once at least in some local newspaper published or circulating in the town or district where such place of business is situated. If the applicant has no place of business, then, if he carries on the manufacture of anything made under his specification at a distance of 15 miles or more from Charing Cross, he shall advertise once at least in some local newspaper published or circulating in the town or district where he carries on such manufacture. If he has no place of business and carries on no such manufacture, then, if he resides at a distance of 50 miles or more from Charing Cross, he shall advertise once at least in some newspaper published or circulating in the town or district where he resides.

The applicant shall in his advertisements state the object of his petition and shall give notice of the day on which he intends to apply for a time to be fixed for hearing the matter thereof, 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*. He shall also give notice that caveats must be entered at the Council Office on or before such day so named in the said advertisements.

II. A petition under section 25 of the Act must be presented within one week from the publication of the last of the advertisements required to be published in the *London Gazette*.

The petition must be accompanied with an affidavit or affidavits of advertisements having been published according to the requirements of the 1st of these rules. The statements contained in such affidavit or affidavits may be disputed upon the hearing.

The petitioner shall apply to the Lords of the Committee to fix a time for hearing the petition, and when such time is fixed the petitioner shall forthwith give public notice of the same by advertising once at least in the *London Gazette* and in two London newspapers.

III. A party presenting a petition under section 25 of the Act must lodge at the Council Office eight printed copies of the specification: but if the specification has not been printed and if the expense of making eight copies of any drawing therein contained or referred to would be considerable the lodging of two copies only shall be deemed sufficient.

The petitioner shall also lodge at the Council Office eight 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. He shall also furnish

three copies of the said balance sheet for the use of the Solicitor to the Treasury, and shall upon receiving two days' notice give the Solicitor to the Treasury, or any person deputed by him for the purpose, reasonable facilities for inspecting and taking extracts from the books of account by reference to which he proposes to verify the said balance sheet at the hearing or from which the materials for making up the said balance sheet have been derived.

All copies mentioned in this rule must be lodged and furnished not less than fourteen days before the day fixed for the hearing.

IV. A party intending to oppose a petition under section 25 of the Act must enter a caveat at the Council Office before the day on which the petitioner applies for a time to be fixed for hearing the matter thereof, and having entered such caveat shall be entitled to have from the petitioner four weeks' notice of the time appointed for the hearing.

The petitioner shall serve copies of his petition on all parties entering caveats in accordance with this rule, and no application to fix a time for hearing shall be made without affidavit of such service.

All parties intending to oppose a petition shall within three weeks after such copies are served on them respectively lodge at the Council Office eight printed copies of the grounds of the objections to the granting of the prayer of the petition.

V. Parties shall be entitled to have copies of all papers lodged in respect of any petition under section 25 of the Act at their own expense.

All such petitions and all statements of grounds of objection shall be printed in the form prescribed by the rules which apply to proceedings before the Judicial Committee of the Privy Council. Balance sheets of expenditure and receipts shall be printed in a form convenient for binding along with such petitions.

VI. Costs incurred in the matter of any petition under section 25 of the Act shall be taxed by the Registrar of the Privy Council, or other officer deputed by the Lords of the Judicial Committee of the Privy Council to tax the costs in the matter of any petition, and the registrar or such other officer shall have authority to allow or disallow in his discretion all payments made to persons of science or skill examined as witnesses.

VII. The Lords of the Committee may excuse petitioners and opponents from compliance with any of the requirements of these rules, and may give such directions in matters of procedure and practice under section 25 of the Act as they shall consider to be just and expedient.

VIII. The Lords of the Committee will hear the Attorney-General or other counsel on behalf of the Crown on the question of granting the prayer of any petition under section 25 of the Act. The Attorney-General is not required to give notice of the grounds of any objection he may think fit to take or of any evidence which he may think fit to place before the Lords of the Committee.

PRACTICE OF THE JUDICIAL COMMITTEE OF THE
PRIVY COUNCIL IN HEARING PETITIONS FOR
COMPULSORY LICENSES OR REVOCATION.

*RULES to be observed in Proceedings before the Judicial Committee of
the Privy Council under the Patents Act, 1902, Section 3.*

I. On receiving written notice from the Board of Trade that a petition has been referred to the Judicial Committee of the Privy Council, the petitioner shall, after satisfying the requirements of Rules II. and IV., apply to the Judicial Committee to fix a time for hearing the petition.

II. (a) No application to fix a time for hearing the petition shall be made unless the petitioner shall have previously given notice to the patentee, to the opponents, and to any other person claiming an interest in the patent as exclusive licensee or otherwise, that the petition has been referred to the Judicial Committee, that it is his intention to apply to the Judicial Committee on a specified day, which day shall be not less than four weeks from the date when the notice is served or sent to fix a time for hearing the petition, and that any person desiring to be heard before the Judicial Committee at the time so fixed must enter a caveat at the Council Office on or before the day so specified.

(b) The said notice shall be served in the usual way, but where the person to be served resides or has his principal place of business outside the United Kingdom, it may be sent to him by post in a registered envelope.

III. (a) Any person claiming an interest in the patent as exclusive licensee or otherwise, whether he has received the notice prescribed by Rule II. or not, shall, if he desires to be heard before the Judicial Committee, enter a caveat at the Council Office on or before the day specified by such notice, provided always that, if he has not received the said notice, or if he resides or has his principal place of business outside the United Kingdom, he may apply to the Judicial Committee to extend the time for entering his caveat on the ground that the time limited by such notice is insufficient.

(b) Every caveat shall specify the caveator's address for service, which address shall be within four miles of the Council Office.

IV. An application to the Judicial Committee to fix a time for the hearing of the petition shall be accompanied by eight printed copies of the specification, and by an affidavit of the petitioner showing the persons to whom, and the manner in which, the notice prescribed by Rule II. has been given.

V. The time for hearing a petition shall be fixed by an Order of the Judicial Committee, and shall be not less than four weeks from the day on which the application for fixing the same is made. The petitioner shall, immediately after the issue of such order, give public notice thereof by advertising the same once at least in the *London Gazette* and in the *Times*, and in such other newspaper or newspapers (if any) as the Judicial Committee may direct. After completing such advertisements, the petitioner shall forthwith lodge an affidavit thereof at the Council Office.

VI. The statements contained in the affidavits required by Rules IV. and V. may be disputed upon the hearing.

VII. The petitioner shall be entitled to be served by the caveators, not less than three weeks before the day of hearing, with notice of the grounds of their respective objections, if such grounds are different from or additional to those taken by them in the proceedings before the Board of Trade. Copies of all objections, or additional objections, so served as aforesaid, shall be lodged at the Council Office not less than fourteen days before the day fixed for the hearing.

VIII. (a) All petitions and other documents lodged at the Council Office shall (unless the Judicial Committee otherwise direct) be printed in the form prescribed by the Patents Rules of the Board of Trade which are in force for the time being, and the parties shall furnish as many copies of the documents lodged by them as shall be required by the Judicial Committee.

(b) Parties shall be entitled to have copies of all papers lodged in respect of the petition at their own expense.

IX. No solicitor or agent shall be entitled to conduct proceedings under this Act before the Judicial Committee unless he is a solicitor or agent admitted to practise before the Privy Council in accordance with her late Majesty's Order in Council of the 6th March, 1896. Such solicitor or agent shall be allowed the same fees, and the same Council Office fees shall be chargeable in respect of proceedings under this Act, as are prescribed by the general rules applicable to proceedings before the Judicial Committee.

X. Applications to the Judicial Committee to fix a time for hearing the petition and on other matters of procedure shall be

addressed in the first instance to the Registrar of the Privy Council, who shall take their Lordships' instructions thereon and communicate the same to the parties. In cases of doubt the Registrar may, or, if so requested by any of the parties, he shall, enter the application for hearing before their Lordships' Board.

XI. The Judicial Committee may excuse the parties from compliance with any of the requirements of these rules, and may give such directions in matters of procedure and practice and otherwise as they shall consider to be just and expedient.

XII. (a) Any affidavits, statutory declarations or other documentary evidence which may have been furnished to the Board of Trade, or any copies thereof which may be referred by the Board to the Judicial Committee, may be received in evidence in proceedings under this Act before the Judicial Committee, subject to such cross-examination of any of the deponents as may be permitted by the Judicial Committee. The Judicial Committee may require the production of any original documents copies of which are tendered in evidence under this rule.

(b) The parties may tender before the Judicial Committee such further documentary or other evidence as they may be advised.

XIII. The Judicial Committee may refer any matters in connection with proceedings under this Act to be examined and reported on in the same manner as matters may be referred by them under section 17 of the Act 3 & 4 Will. IV. c. 41 (Judicial Committee Act, 1833).

XIV. The Judicial Committee will hear the Attorney-General or other counsel on behalf of the Crown on the question of granting the prayer of any petition. Counsel on behalf of the Crown is not required to give notice of the grounds of any objection he may think fit to take or of any evidence which he may think fit to place before the Committee.

XV. Costs incurred in the matter of any petition under this Act shall be taxed by the Registrar of the Privy Council, or other officer deputed by the Judicial Committee to tax the same, and the Registrar or such other officer shall have authority to allow or disallow in his discretion all payments made to persons of science or skill examined as witnesses.

REGISTER OF PATENT AGENTS' RULES, 1889.

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

Register
to be kept.

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

Contents of
register.

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

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

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

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

Registrar.

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

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

5. A person who is desirous of being registered in pursuance of the Act, on the ground that prior to the passing of the Act he had been *bond fide* practising as a patent agent, shall produce or transmit to the Board of Trade a statutory declaration in the Form 2 in Appendix A.; provided that the Board of Trade may in any case in which they shall think fit, require further or other proof that the person had prior to the passing of the Act been *bond fide* practising

as a patent agent. Upon the receipt of such statutory declaration or of such further or other proof to their satisfaction as the case may be, the Board of Trade shall transmit to the registrar a certificate that the person therein named is entitled to be registered in pursuance of the Act, and the registrar shall on the receipt of such certificate cause the name of such person to be entered in the register.

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

Final qualifying examination for registration.

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

Exemption of pupils and assistants from preliminary examination.

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

Qualifications of persons generally for registration.

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

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

Final qualifying examinations to be held by the institute.

(a) The subjects for and the mode of conducting the examination of candidates;

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

Corrections of names and addresses in register.

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

Erasure of names of deceased persons.

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

Erasure of names of persons who have ceased to practise.

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

Erasure of name for non-payment of fees.

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

together with such further sum of money, not exceeding in amount the annual registration fee, as the institute or the Board of Trade (as the case may be) may in each particular case direct (a).

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

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

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

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

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

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

18. For the purpose of exercising in any case the powers of erasing from and of restoring to the register the name of a person, or an entry, the Board of Trade may appoint a committee consisting of such persons as they shall think fit. Every application to the Board of Trade for the erasure from, or restoration to, the Inquiry by Board of Trade before erasure of name from register.

(a) *The Chartered Institute of Patent Agents v. Lockwood*, 1893, 10 P. O. 167; 11 P. O. R. 374.

register of the name of any patent agent shall be referred for hearing and inquiry to the committee, who shall report thereon to the Board of Trade, and a report of the committee shall be conclusive as to the facts for the purpose of the exercise of the said powers by the Board of Trade.

Appeal to
Board of
Trade.
Notice of
appeal.

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

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

Case on
appeal.

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

Transmis-
sion of notice
of appeal to
Board of
Trade.

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

Directions as
to hearing of
appeal.

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

Notice of
hearing of
appeal.

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

Hearing and
decision of
appeal.

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

Fees.

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

Alteration of
regulations.

27. Any regulation made by the institute under these rules may be altered or revoked by a subsequent regulation. Copies of all regulations made by the institute under these rules shall, within twenty-eight days of the date of their being made, be transmitted to the Board of Trade, and if within twenty-eight days after a

copy of any regulation has been so transmitted, the Board of Trade by an order signify their disapproval thereof, such regulation shall be of no force or effect; and if, after any regulation under these rules has come into force, the Board of Trade signify in manner aforesaid their disapproval thereof, such regulation shall immediately cease to be of any force or effect.

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

29. In these rules, unless the context otherwise require -- Definitions.

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

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

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

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

30. These rules shall commence and come into operation on the 12th day of June, 1889, but at any time after the making thereof any appointment or regulations may be made and things done for the purpose of bringing these rules into operation on the said day. Commencement.

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

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

11th June, 1889.

APPENDIX.

APPENDIX A.

FORM 1.

Form of Register.

Name.	Designation.	Address.	Date of Registration.

FORM 2.

Form of Statutory Declaration.

Register of Patent Agents' Rules, 1889.

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

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

2. That I acted as patent agent in obtaining the following patents:—

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

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

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

Declared at .

APPENDIX B.

Particulars of Preliminary Examinations.

1. The Matriculation Examination at any University in England, Scotland, or Ireland.

2. The Oxford or Cambridge Middle Class Senior Local Examinations.

3. The Examinations of the Civil Service Commissioners for admission to the Civil Service.

APPENDIX C.

Fees.

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

* This sum has recently been reduced to £2 2s. 0d.

PATENTS, DESIGNS, AND TRADE MARKS ACT, 1888.

REGISTER OF PATENT AGENTS RULES, 1891.

WHEREAS by the Register of Patent Agents Rules, 1889, it is provided, amongst other things, that the register of patent agents established by the said rules shall be kept, and certain duties in reference thereto and to the examination and registration of and otherwise in relation to patent agents shall be performed, by the institute of patent agents referred to in the said rules :

And whereas the said institute of patent agents has been dissolved and ceased to exist, and in place thereof the chartered institute of patent agents has, by Royal Charter, dated the 11th day of August, 1891, been incorporated :

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

1. From and after the commencement of these rules all the duties and powers of the institute of patent agents under the Register of Patent Agents Rules, 1889 (hereafter in the present rules referred to as “the rules of 1889”), shall be transferred to and vested in the chartered institute of patent agents, and the rules of 1889 shall, where applicable, and save so far as they are altered by the present rules, have effect, with the following modifications :—

(1.) For the words “the institute of patent agents” there shall be substituted the words “the chartered institute of patent agents.”

(2.) The registrar shall be the person who, for the purposes of the duties of the registrar under the rules of 1889 and the present rules, shall be continued in office or appointed by the chartered institute of patent agents.

2. Nothing contained in the present rules shall affect any right, privilege, obligation, or liability acquired, accrued, or incurred, any act done, or appointment or regulation made under the rules of 1889 ; and any regulation made by the institute of patent agents under the rules of 1889 prior to the commencement of the present rules shall be subject to alteration and revocation by subsequent regulations to be made by the chartered institute of patent agents under rule 27 of the rules of 1889, as amended by the present rules.

Transfer of powers and duties of institute of patent agents to chartered institute.

Saving rights, privileges, acts, appointments, and regulations under rules of 1889.

3. So much of rule 3 of the rules of 1889 as provides that the correct copy of the register therein referred to shall be printed and published in every year subsequent to the year 1889 on the 31st day of January is hereby annulled, and instead thereof the following rule shall have effect:—

Publication
of register.

In the month of February in each year, and at such other times as the chartered institute of patent agents may think desirable, the said chartered institute shall cause a correct copy of the register to be printed under their direction and placed on sale.

4. Instead of Appendix B. to the rules of 1889 there shall be substituted the appendix to the present rules, which may be cited as Appendix B.

Alteration of
Appendix B.

5. The present rules shall commence and come into operation on the 19th day of November, 1891, and, together with the rules of 1889, may be cited as the Register of Patent Agents Rules, 1889 to 1891.

Commence-
ment and
citation.

By the Board of Trade,

COURTENAY BOYLE,

Assistant Secretary.

Dated the 18th day of November, 1891.

MEMORANDUM FOR INVENTORS.

WAR OFFICE,

6th August, 1904.

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

1. By section 27 of the "Patents, Designs, and Trade Marks Act, 1883," it is enacted as follows:—

"A patent shall have to all intents the like effect as against her Majesty the Queen, her heirs and successors, as it has against a subject."

"But the officers or authorities administering any department of the service of the Crown may, by themselves, their agents, contractors, or others, at any time after the application, use the invention for the service of the Crown on terms to be before or after the use thereof agreed on, with the approval of the Treasury, between those officers or authorities and the patentee, or, in default of such agreement, on such terms as may be settled by the Treasury, after hearing all parties interested."

2. Persons who desire to submit any invention for consideration should do so by letter addressed to the Secretary, War Office, London. The letter should state the nature of the invention; whether patented or not; if patented, it should quote number and date of patent. It should also state whether the person who offers it for consideration desires to make any claim for remuneration in connection with it. In the absence of such a statement, it will be assumed that no such remuneration is expected.

3. Expenses or loss of time incurred before or after the submission of an invention will give no claim unless authority for such expenses has been previously given by signed letter from this office, and the liability will be strictly confined to the limits of expenditure authorised in such letter.

4. Should the invention be adopted into the service, the person or persons who submitted the same may be required to furnish two copies of all designs, drawings, or particulars relating to the invention which may be desired by the War Department, as well as any patterns which may be considered necessary; and it is to be under-

stood that all such drawings, designs, and patterns will be absolutely at the disposal of his Majesty's Government for all purposes whatever. Reasonable prices will be paid by the War Department for the designs, drawings, and patterns supplied.

5. No claim for reward for an invention will be held to be established unless the invention has been adopted into the service, and all designs, drawings, patterns, and particulars required by the War Department have been supplied, under the conditions mentioned above.

6. All claims for remuneration will be carefully considered; but any award which may be made will only be payable to the claimant when approved by the Treasury, and money is available from funds voted by Parliament for such purposes.

7. The above rules do not apply to inventions patented by such government employes as are required to obtain official permission before taking out a patent, with regard to whom special regulations are in force.

E. W. D. WARD.

FORMS IN PROCEEDINGS IN AN ACTION FOR INFRINGEMENT.

1. Indorsement on Writ.

The plaintiff claims:—

- (1) An injunction to restrain the defendant, his servants and agents, from infringing the plaintiff's letters patent No. of .
- (2) Damages for such infringement, or, at the option of the plaintiff, an account of the profits derived by the defendant from such infringement.
- (3) That the defendant be ordered to deliver up to the plaintiff or to destroy all articles made in infringement of the said letters patent.
- (4) Costs.

2. Notice of Motion for Interlocutory Injunction.

In the High Court of Justice.

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

Between A. B. Plaintiff,

and

C. D. Defendant.

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

3. Affidavit in Support of Notice of Motion.

[*Title as above.*]

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

Grant.

1. Letters patent dated [] were granted to me under the seal of the Patent Office for an invention entitled "improve-

ments, &c., &c.," for a period of fourteen years from the day of

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

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]. First inventor.

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

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

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

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 licenses, or state any other grounds of special damage arising by reason of the continued infringement].

4. Interlocutory Order to Restrain Infringement of Patent.

FORM 1.

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

(a) Affidavits in support by persons who have purchased the infringing articles should be adduced.

the defendants T. and B., their agents, &c., from selling or offering for sale, or otherwise parting with the custody of any tube expanders, or parts of any tube expanders, which have been so manufactured by the said defendant T. Liberty to either party to apply to expedite the hearing (b).

FORM 2.

The same on terms.

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 (c).

5. Interlocutory Injunction for Infringement refused on Terms.

Refusal 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 (d).

6. Inspection, Notice of Motion for.

[Title as before.]

Scientific witnesses.

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

(b) *Dudgeon v. Thompson*, M.R., March, 1876, B. 424.
 24th March, 1874, A. 723. (d) *Plimpton v. Malcolmson*, M.R.,
 (c) *Plimpton v. Spiller*, M.R., 16th 4th March, 1875, B. 421.

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

7. Inspection, where for a Process and to take Samples.

[*Title as above.*]

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

8. Inspection of Plaintiff's Patented Process by Defendant.

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

“That A. B. and one other indifferent person appointed by him and C. D., one of the defendant's solicitors, be at liberty 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 unfinished products of the working of such machinery as in the opinion of the said A. B. may be necessary for the purposes of this action, And it is ordered that such machinery be put to regular work upon such inspection. The costs of this application are to be costs in the action ” (f).

(e) *Flower v. Lloyd*, 1876, A. 1254 ;
as to inspection, see p. 359 *et seq.*

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

9. Inspection, and Order for Delivery by Defendant of Samples for Analysis.

[*Title as above.*]

Samples for analysis.

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

10. Order for Inspection of Defendant's Process by Experts.

Order for 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 process by which such printed and decorated tin (*h*) and metal plates are manufactured by the defendants, and to take, on paying the reasonable charges of

(*g*) This was the notice of motion in *The Patent Type Founding Co. v. Walter*, reported at 5 H. & N. 192; 29 L. J. Ex. 207; 6 Jur. N. S. 100; 1 L. T. Rep. N. S. 382. The samples of type in this case were required for the purpose of analysis.

Notice of motion for inspection must be supported by affidavit; a fair *prima facie* case of validity and infringement must be made out. The order for inspection is frequently made upon the application for interlocutory injunction, and is sometimes made to include a cross order that the plaintiff shall permit the defendant to see and inspect the patented machine at work, and also to take samples: *Amies v. Kelsey*, 22 L. J. Q. B. 84. The affidavit should show that there is such property or machinery as is required to be inspected, that the inspection is necessary for the purpose of the action: *Shaw v. Bank of England*, 22 L. J. Ex. 26. It should also show

what the patent is for, so that the Court or judge may see that there is necessity for the inspection. The order will not be granted on the plaintiff's application, unless the Court is satisfied that it is essential to enable him to prove his case: *Batley v. Kynoch*, 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.

(*h*) No order will be made on this application for the inspection of books, for which a separate order must be obtained: *Vidi v. Smith*, 3 E. & B. 969.

the defendants for the same, samples of such plates, and upon and during such inspection to make such observations as may be necessary and expedient for the purpose of obtaining full information and evidence of the mode by which such plates are manufactured by the defendants (i). Full information.

11. Statement of Claim.

FORM 1.

1. The defendant has infringed and threatens to infringe the plaintiff's letters patent, No. , of , granted for an invention entitled " . " Particulars of breaches are delivered herewith.

2. The plaintiff claims:—

- (1) An injunction to restrain the defendant, his servants and agents, from infringing the said letters patent.
- (2) An inquiry as to the damages sustained by the plaintiff by reason of such infringement, or, at the option of the plaintiff, an account of the profits made by the defendant.
- (3) That the defendant may be ordered to deliver up forthwith to the plaintiff all articles in his possession or power made in infringement of the said letters patent.
- (4) Costs.

Signed.
Delivered.

Statement of Claim.

FORM 2.

In the High Court of Justice.

Chancery [or King's Bench] Division.

Writ issued .

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

E. F. Defendant.

Statement of Claim.

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

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

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

3. The defendant has for some time past manufactured and sold both guns and gun actions fitted with ejecting mechanism made in infringement of the plaintiff's letter patent, as appears in the particulars of breaches delivered herewith.

The plaintiffs claim:—

Injunction.

1. An injunction to restrain the defendant, his servants and agents, from making, using, and vending guns containing ejector mechanism or portions thereof made in infringement of the plaintiffs' letters patent, or made so as to be a mere colourable imitation of the invention therein contained.

Account or damages.

2. An account of profits or, at the option of the plaintiffs, an inquiry as to damages.

Destruction or delivery of infringing articles.

3. Destruction of or delivery up by the defendant to the plaintiffs of all guns or portions of guns made in infringement of the plaintiffs' rights.

4. Costs.

Signed.

Delivered the day of 19 .

Statement of Claim.

FORM 3.

[*Formal parts as above.*]

1. By assignment dated day of , and duly registered, X. Y. assigned to the plaintiff certain letters patent granted to him for an invention entitled "Improvement in Ruffling Mechanism for Sewing Machines," dated day of , and numbered .

2. The defendant has infringed and threatens to infringe the said letters patent in the manner and at the times mentioned in the particulars of breaches delivered herewith.

Statement of Claim.

FORM 4 (*pleas to be used where specification has been amended*).

1. The defendant has infringed and threatens to infringe the plaintiff's letters patent No. , of , granted for an invention entitled " ." Particulars of breaches are delivered herewith.

2. On the day of the plaintiff applied at the Patent Office for leave to amend the specification describing the said invention, and such leave was duly granted on the day of . The specification as originally filed was framed in good faith and with reasonable skill and knowledge.

Claim for Costs in Statement of Claim.**FORM 5.**

[To be used where a certificate of validity has been granted in a previous action.]

The plaintiff claims full costs, charges and expenses as between solicitor and client. In an action brought by the plaintiff against X. for infringement, Mr. Justice certified that the validity of the patent came into question.

12. Particulars of Breaches.**FORM 1.**

In the High Court of Justice.

Chancery [or King'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:—

1. The defendant on or about the day of at his factory Using. at , in the county of , manufactured acetate of soda by the process and with the use of the machinery and appliances which form the subject-matter of the plaintiff's patent.

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

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

Yours, &c.,

X. Y.,

Plaintiff's solicitor.

To Mr. E. F.,

Defendant's solicitor.

Particulars of Breaches.**FORM 2.**

[Formal parts as above.]

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

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

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

Particulars of Breaches.

FORM 3.

[*Formal parts as above.*]

Making.

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

Selling.

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

Using.

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

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

13. Order for Delivery of Further Particulars of Breaches.

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

Pages and
lines of
specification.

(*k*) Settled by C.A., in *Cassella v. Levinstein*, 1891, 3 P. O. R. at p. 476.

(*l*) 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.

(*m*) *Lamb v. Nottingham Manufacturers' Co.*, M.R., 14th March, 1874, B. 776: Seton, 4th Ed. 349.

14. Statement of Defence.

In the High Court of Justice.

Chancery [*or King'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 , 19 .

15. Particulars of Objections in Actions for Infringement, and on Petition for Revocation.

In the High Court of Justice.

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

Between A. B. Plaintiff,
and
C. D. Defendant.

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

1. That the plaintiff [*or alleged inventor*] was not the first 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 at the Patent Office in a specification, dated the day of , and numbered , prior to the date of the said letters patent. Prior publication in specification.

Prior publi-
cation in book. 7. That the alleged invention was, prior to the date of the said letters patent, published in a book, which on the day of , was in the British Museum Library and open for public inspection; the title of the said book was , and the pages of the said book particularly referred to are numbered and .

Prior user. 8. That the alleged invention was used prior to the date of the said letters patent, in the following manner, that is to say, by , at , on the day of .

Part old. 9. That a material part of the alleged invention, namely, that part which refers to , was not new at the date of the said letters patent, having been used by , at , on the day of .

Combination
not distin-
guished. 10. That the plaintiff does not sufficiently distinguish and point out in his specification which of the matters and things therein mentioned he claims to have invented, and which he does not claim to have invented, or admits to be old.

11. The defendant will also rely, as examples of prior publication, upon the following specifications, filed with the Commissioners of Patents, and will object that the specification of the plaintiff's patent claims some of the matters thereby patented or specified, that is to say [*enumerate specifications*].

Yours, &c.,

L.

Defendant's Solicitor or Agent
(or may be signed by Counsel).

To Mr. A. B.,
Plaintiff's Solicitor.

16. Order for Delivery of Further Particulars of Objections.

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

and better particulars of objections under the paragraph of the statement of defence on which they mean to rely at the trial, stating therein the place or places at or in which, and in what manner, the process of printing upon tin or metal surfaces by direct impression by means of damp stones is alleged to have been used or published prior to the day of , 1864 (*n*).

17. Order for Liberty to amend Particulars of Objections by adding Fresh Objections upon Terms.

Let the plaintiff, within six weeks from the date of this order, elect whether he will discontinue this suit, and if the plaintiff shall elect to discontinue this suit, and shall give notice thereof to the defendants within six weeks from the date of this order, refer it to the taxing master to tax the defendants their costs up to and including the 23rd February, 1875 (*delivery of the original particulars of objection*), and to tax the plaintiff's costs of this suit subsequently to the said 23rd February, 1875, to the date of this order, and the taxing master is to set off the costs of the plaintiff and of the defendants to be so respectively taxed, and certify to which of them the balance after such set-off is due, and let such balance be paid by the party from whom, to the party to whom the same shall be certified to be due. And if the plaintiff shall not give notice to the defendants of his discontinuance of this suit within the time aforesaid let the defendants be at liberty to add to the particulars of objections to the validity of the plaintiff's letters patent, &c., which have been already delivered by the defendants, the following further objections to be relied on by the defendants at the hearing of this cause, viz. (*particulars of new objections proposed to be introduced by amendment*). And let defendants, Moules, &c. Co., pay to the plaintiff, A. F. Baird, his costs of this application to be taxed, &c., liberty to apply (*o*).

18. Interrogatories.

Interrogatories may be delivered in the common form, subject to the rules of 1883, by either party, notwithstanding the delivery of particulars. Inquiry 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 (*p*).

(*n*) *Flower v. Lloyd*, C.A., 2nd August, 1876, A. 152s; 25 W. R. 17. Varying order of V.-C. B., 6th July, 1876, L. 1252.

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

(*p*) *Birch v. Mather*, L. R. 22 Ch. D. 629; see p. 353 *et seq.*

19. Order for Liberty to apply for Leave to amend Specification while Action pending.

That the plaintiff be at liberty to apply to the Patent Office for leave to amend his specification on which his letters patent of the 12th day of February, 1879, No. 558 in the statement of claim mentioned, were granted, and his specification on which his letters patent of the 9th day of June, 1880, No. 2333 in the statement of claim mentioned, were granted by way of disclaimer, provided that the specifications as amended shall not be receivable in evidence in this action. And the costs of and occasioned by any such application of the plaintiff shall be the defendant's costs in any event. And it is ordered that the costs of this motion shall be costs in the action.

20. Order for 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 patent; 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 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 (g).

Delivery of
objections.

Liberty to
apply.

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

21. Final Judgment—Recital of Evidence—Injunction—Inquiry as to Damages—Order for Destruction—Costs as between Solicitor and Client—Liberty to apply.

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

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

Thursday the 19th day of April, 1877.

Master of the Rolls.

Mr. Clowes, Reg.

Between J. L. P. Plaintiff,

and

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

This action, coming on for trial the 11th and 12th days of April, 1877, and this day before this Court, in the presence of counsel for the plaintiff and the defendants, upon hearing an order, dated the 4th August, 1876, an affidavit of A. F. S. filed the 15th March, 1876; an affidavit of J. L., filed the 16th February, 1877, the bill, Evidence. answers, orders, record for trial, and the certificate of the Master of the Rolls, the judge before whom the questions of fact were tried, Certificate. 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 of H. J. A., W. B. P., W. G. A., A. F. S., J. I., T. M. W., G. B., C. P. B. S., E. E., W. S. M. and H. L., taken orally before this Court, on the 11th, 12th, and 19th days of April, 1877, and the exhibits marked: 1. 2. 4. A. B. C. D. E. F. G. H. I. L. M. N. O. P. E. E. 2. S. 1. S. 2. E. E. 1. E. E. 3. W. S. M. 1. W. 1. and W. 2. and the two catalogues and donation book produced to W. G. A., and the volume of the year 1863, of Jewitt's Book of Illustrations to the Report of the American Commissioners of Patent, and the "Scientific American" for the years 1863 and

1865; the records from the Court of Bankruptcy of an assignment, dated the 11th August, 1865, by W. S. M., for the benefit of his creditors, and of a composition deed by the said W. S. M., in the year 1869, and what was alleged by counsel on both sides, and this Court being of opinion that the plaintiff has proved the breaches complained of, in the particulars of breaches delivered by him in this action, doth order that an injunction be awarded to restrain the defendants, their servants, agents, and workmen during the continuance of the letters patent, granted to A. V. N., dated the 25th day of August, 1865, and numbered 2190, and any extension of the term thereof, from using, or exercising, or causing or permitting to be used or exercised, the invention described in the hereinbefore mentioned specification and drawings, filed under the said letters patent; and from selling, letting for hire, or making any profitable use, or permitting the sale, letting for hire, or profitable use of any roller or runner skates not made by the plaintiff, or his licensees, and having applied thereto rollers or runners in manner described and for the purposes mentioned in the said specification, or fitted with any apparatus for causing the skate to run in a curved line, in the manner described in the said specifications and drawings, or differing therefrom only colourably, and by the substitution of mere mechanical equivalents, and it is ordered that it be referred to the official referee in rotation, to inquire what sum of money is fit to be awarded to the plaintiff, to be paid by the defendants in respect of any damage sustained by the plaintiff up to the day of the date of this order, from the manufacture, sale, or letting for hire, of skates, being the same as the "Spiller" Skates, and "Wilson" Skates, in the pleadings in this action, and in the said order dated the 4th August, 1876, mentioned, or of any other skates made in infringement of the said letters patent, or otherwise from the sale, or use by the defendants of the said invention, or any apparatus in imitation of, or being only a colourable deviation from the said invention. And it is ordered that the defendants, A. F. S. and T. C., do pay to the plaintiff, J. L. P., such sum of money as upon such inquiry shall be found fit, to be awarded to the plaintiff for such compensation as aforesaid, within twenty-one days after service of the official referee's report of the result of the said inquiry. And it is ordered, that the defendants, A. F. S. and T. C., do deliver up on oath to the plaintiff, or break up, or otherwise render unfit for use, all roller skates, or parts of roller skates so manufactured, or let for hire by, or by the order, or for the use of the defendants in infringement of the said letters patent as aforesaid, which are in the possession, custody, or power of the defendants, or either of them, or their, or either of their, servants

Proof of
breaches.

Injunction.

Mechanical
equivalents.

Inquiry as to
damages.

Payment of
amount.

Destruction.

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.

Full costs.

Liberty to apply.

W. C.

Entered.

G. L.

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

22. Judgment for Plaintiff, Order for Inquiry as to Damages, Injunction and Costs.

Let the defendants; Robert F. Chisholm and Joseph Lawrence, trading as R. F. Chisholm and Co., their servants and agents, be restrained during the continuance of the letters patent, No. 14,563 of 1890, and any extension thereof, from infringing the said letters patent, of which the plaintiff company are owners. Let an inquiry be made as to the damages sustained by the plaintiff company by reason of the infringement of the said letters patent by the defendants. Order payment by the defendants of the amount awarded within fourteen days after such amount has been ascertained. Let the defendants deliver up to the plaintiffs all tyres and parts of tyres in their possession or power made in infringement of the said letters patent. Let it be referred to the taxing master to tax the plaintiffs' costs of this action up to and including this judgment as between solicitor and client. Let the costs of the inquiry as to damages be reserved. Liberty to apply (*r*).

23. Judgment for Perpetual Injunction under the Patent Law Amendment Act, 1852, restraining Infringement of Patented Skates after Trial without Jury, with Account of Sales and Profits, Discovery, Delivery up, or Destruction.

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

Injunction.

(*r*) *Pneumatic Tyre Co. v. Chisholm*, 1896, 13 P. O. R. 489.

with any apparatus for causing the skate to run in a curved line in the manner described in the said specification and drawings, or differing therefrom only colourably and by the substitution of mere mechanical equivalents; and let an account be taken of all roller skates being the same as the skates sold by the defendant to G., as in the pleadings mentioned, or otherwise made in infringement of the said letters patent, which have been manufactured, or sold, or let for hire, by or by the order, or for the use or profit of the defendant and also of the gains and profits made by the defendant by reason of such manufacture, sale or letting for hire; and let the defendant within [seven] days after the service upon him of the chief clerk's certificate of the result of such account pay to the plaintiff the amount of such gains and profits, and let the defendant forthwith upon oath deliver to the plaintiff, or break up, or otherwise render unfit for use, all roller skates or parts of the roller skates so manufactured or let for hire, by or by the order or for the use of the defendant 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).

Account of
profits.
Destruction.

Ordinary
costs.

24. Judgment for Perpetual Injunction under the Patent Law Amendment Act, 1852, restraining Infringement as to Patented Articles (Pulleys) after refusal of Motion for New Trial and for Delivery up of the Articles made by Defendant to be specified by Affidavit.

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 drawings, have been manufactured by or by the order or for the use of the said defendant as in the writ mentioned, and are in the possession, custody or power of the said defendant or his servants or agents; defendant within [seven] days after filing such affidavit to deliver up to the plaintiffs all such pulleys or apparatus (t).

Delivery up
of articles.

(s) *Plimpton v. Malcolmson*, M.R.,
28th Jan., 1876, B. 581.

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

25. Judgment for Perpetual Injunction under the Patent Law Amendment Act, 1852, restraining Infringement of Patent for Machinery after Trial of Issues by a Jury—Discovery—Account of Profits—Certificate for full Costs.

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

Findings of jury.

Evidence.

Injunction.

Order to inspect and mark.
Account.

Costs.

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

26. Judgment for the Defendant.

[*Formal parts as above.*]

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

27. 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.

28. Certificate of Validity under sect. 31 of the Patents, &c. Act, 1883.

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

Dated this 16th day of July, 1888.

E. E. KAY.

FORMS IN AN ACTION TO RESTRAIN THREATS.

29. Indorsement on Writ.

The plaintiff's claim is :—

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

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

30. Interlocutory Injunction to restrain Threats.

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

[*Another Form.*]

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

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

31. Form of Injunction.

This Court doth order and adjudge that the defendants *Parker and Smith*, their agents, travellers, and servants, be perpetually restrained from threatening the plaintiff or his customers with legal proceedings for the alleged infringement by him or them of

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

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

the defendants' letters patent No. , of , by reason of the manufacture, sale, or use, of the plaintiff's hair-binder, known as the "Peigne Attache" or "Simple Attache" hair-binder (being the exhibit V. M. 1 produced to the plaintiff at the trial), and from circulating, by letters, advertisements, or other means, any statements to the effect that the plaintiff's said hair-binder is made in infringement of the defendants' said letters patent (z).

FORMS IN A PETITION TO THE HIGH COURT FOR REVOCATION.

31. Petition for Revocation.

In the High Court of Justice.

Chancery [*or King'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 his Majesty's High Court of Justice.

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

SHEWETH as follows:—

Authority.

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

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*

(z) *Mountain v. Parker and Smith*, 1903, 20 P. O. R. 774.

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

and description of the petitioner, must appear.

(b) This clause must be inserted where the petition is presented under sect. 26, sub-sect. 4 (b).

of the Probate Division of this Honourable Court, on the day of].

4. The said invention was not at the time of the date of the said letters patent a new invention as to the public use and exercise thereof within this realm, for the reasons set forth in the particulars of objections herewith (c). Invention not new.

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. Had been used by petitioner.

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. Not subject matter for patent.

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

And your petitioner will ever pray.

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

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

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

32. The Memorial of the Petitioner (e).

In the matter of the Patents Acts, 1883—1888,
and

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

1. By judgment delivered 17th March, 1892, in an action in her Majesty's High Court of Justice, Queen's Bench (or Chancery) Division, in which the said A. B. was plaintiff and your memorialist Previous proceedings.

(c) Any objection which can impeach the validity of a patent is a ground for revocation, and should be set forth in the petition. See p. 254.

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

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

(e) The memorial must be drawn up on Judicature paper; see practice on obtaining fiat of A.-G., p. 256, *ante*.

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

Licensees.

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

Grantee of letters patent.

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

Hampered in trade.

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

Documents.

5. The following documents are sent herewith:—

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

C. D. No. of 18 .

No. of 18 .

Copy writ, pleadings, and objections in the action.

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

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

Application.

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

33. Declaration of Applicant verifying Statements in his Memorial to his Majesty's Attorney-General (f).

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

and

In the matter of letters patent granted to for an invention entitled No. , dated .

I , of , do solemnly and sincerely declare as follows:—

That the several statements contained in the paper writing now produced and shown to me and marked A, purporting to be a memorial addressed by myself to his Majesty's Attorney-General of England (or Ireland, or Lord Advocate of Scotland), are true as therein set forth.

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

Declared at .

34. Declaration by Applicant that no Proceedings are pending (g).

[*Title as before.*]

I, A. B., of , do solemnly and sincerely declare as follows:—

That the questions proposed to be raised by the petition and particulars of objections upon which revocation of the said letters patent is sought, are not and cannot be raised in any legal proceedings now pending in the United Kingdom.

35. Certificate of Solicitor (g).

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

and

In the matter of letters patent granted to for an invention entitled No. , dated .

Between A. B. . . . Petitioner,

and

C. B. . . . Respondent.

I, of , solicitor for the above-named petitioner, do hereby certify that the said petitioner is a fit and proper person to be a petitioner in this matter, and that he is competent to answer the costs of all proceedings in connection with the said petition.

(f) On Judicature paper.

(g) On foolscap.

**FORMS IN PETITION FOR EXTENSION OF
TERM OF PATENT.**

36. Advertisement of Intention to present Petition.

In the Privy Council.

In the matter of letters patent granted to _____, of _____, and bearing date the _____ day of _____, 19____, and numbered _____.

Notice is hereby given that it is the intention of _____ to present a petition to his Majesty in Council praying that the term of the said letters patent may be extended. And notice is hereby further given that on the _____ day of _____ next, or on such subsequent day as the Judicial Committee of his Majesty's Privy Council shall appoint for that purpose, application will be made to the said committee that a day may be fixed for hearing the matter of the said petition, and any person or persons desirous of being heard in opposition to the said petition must enter a caveat to that effect in the Privy Council on or before the said _____ day of _____ next.

Dated this _____ day of _____, 19____.

Solicitor for the petitioner.

37. Caveat.

In the Privy Council.

In the matter of letters patent granted to _____, of _____, and bearing date the _____ day of _____, and numbered _____.

Caveat issued on behalf of _____.

Let nothing be done in reference to the above-mentioned patent without due notice to _____.

Dated this _____ day of _____, 19____.

Solicitor for _____.

38. Notice of Objections to Extension of Term.

In the Privy Council.

In the matter of letters patent granted to _____, of _____, and bearing date the _____ day of _____, 19____, and numbered _____.

In the matter of the petition of _____ for an extension of the term of the said letters patent.

Notice is hereby given of the several grounds of the objection

of _____ to the granting of the prayer of the said petition, that is to say :

1. The said letters patent are null and void, and a verdict was given against the validity of the said letters patent in a certain cause in the Court of _____, wherein the petitioner was plaintiff and _____ defendant. Patent held invalid in a court of law.

2. The said letters patent were repealed by the judgment of the Court of _____, in a petition for revocation presented by _____. Patent revoked.

3. The alleged invention was not new at the date of the said letters patent. Want of novelty.

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

5. The said petitioner does not possess sufficient merit to entitle him to a prolongation of the term granted by the said letters patent. Denial of merit.

6. The said petitioner is not entitled to (the whole of) the privilege granted by the said letters patent (by assignment or otherwise). Title of petitioner.

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

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

9. The petitioner has permitted infringements of the said letters patent, and has not taken any proceedings to restrain such infringements. Negligence in restraining infringements.

10. The specification of the said letters patent does not sufficiently describe the nature of the invention or the manner in which the same is to be performed. Insufficiency of specification.

11. The allegations contained in the said petition are not true in substance or in fact. Denial of statements in petition.

Dated the _____ day of _____, 19 ____.

Solicitor for _____.

39. Advertisement of Day appointed for hearing Petition.

(Title as above.)

Notice is hereby given that their lordships, the Judicial Committee of the Privy Council, have appointed the day of , 19 , at half-past ten o'clock in the forenoon, for hearing the matter of the above petition.

Solicitor for the plaintiff.

40. Form of Petition for Extension.

In the Privy Council.

Presented the day of , 19 .

To the King's most excellent Majesty in Council.

In the matter of letters patent granted to formerly of , now of , for the invention of , dated the day of , 19 , and numbered .

The humble petition of the above-named , formerly of , now of .

Sheweth :—

Invention.

1. That your petitioner, previously to the grant of the letters patent hereinafter mentioned, invented, after considerable personal application and cost, "A new or improved , constructed as a " (hereinafter called "the said invention"), which invention was and is of great utility, and greatly beneficial to the public.

Grant.

2. That your Majesty was graciously pleased by letters patent under the Great Seal of the United Kingdom of Great Britain bearing date the day of , 19 , to grant unto your petitioner, his executors, administrators, and assigns, the sole privilege and authority to use the said invention within the said United Kingdom, the Channel Islands, and Isle of Man, for the term of fourteen years from the date of the said letters patent.

Specification.

3. That your petitioner, in compliance with a proviso in the said letters patent contained, duly made and caused to be filed in the Patent Office within nine calendar months from the date of the said letters patent, an instrument in writing under his hand and seal, particularly describing and ascertaining the nature of his said invention, and the manner in which the same was to be performed.

(Here must be set out in detail all the facts of the case upon the lines indicated in the chapter upon Petition for Extension.)

That your petitioner humbly submits that under the circumstances

of the case an exclusive right of using and vending the said invention for the further period of seven years will not sufficiently reimburse and remunerate your petitioner.

That your petitioner has given public notice by advertisements caused to be inserted the requisite number of times in the London Gazette, and in other newspapers, pursuant to the statutes in that case made and provided, that it is his intention to apply to your Majesty in Council that the said letters patent may be extended for a further term. Advertisements.

Your petitioner therefore humbly prays that your Majesty will be graciously pleased to take the case of your petitioner into your Royal consideration, and to refer this petition to the Judicial Committee of your Majesty's most honourable Privy Council; and that your petitioner may be heard before such committee by his counsel and witnesses, and that your Majesty will be graciously pleased to grant to your petitioner a prolongation of the term by the said letters patent granted for the additional term of fourteen years or for such other term as to your Majesty shall seem fit.

And your petitioner will ever pray.

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 , 19 , 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 19 , 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 , 19 , 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 licenses 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.

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 licenses 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 licenses.

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 vendors shall be entitled to interest upon the said purchase price and upon the nominal value of the said shares after the rate of 5 per cent. per annum until payment and allotment, or at their option to determine this contract by notice under their hands delivered at the registered office of the company. PROVIDED ALWAYS that the vendors shall not be entitled to sue for or recover damages against the purchasers in respect of the breach of the said agreement.

Determination upon default.

6. The said A. B. shall be deemed the agent of the said C. D. and E. F. for the purpose of receiving the said purchase money and shares and giving an effectual discharge for the same.

SCHEDULE.

Agreement to Obtain and Assign Letters Patent for an Invention in Consideration of a Sum of Money and Delivery of Certain Number of the Patent Articles (i).

Parties.	AN AGREEMENT MADE THE day of , Between (<i>inventor</i>) of, &c., of the one part and (<i>purchaser</i>) of, &c., of the other part. WHEREAS the said (<i>inventor</i>) claims to have invented a new and improved kind
Agreement to obtain and assign patent.	of , a plan or drawing of which is herunto annexed. AND WHEREAS the said (<i>purchaser</i>) has arranged with the said (<i>inventor</i>) 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 (<i>inventor</i>) now paid by the said (<i>purchaser</i>) the receipt whereof is hereby acknowledged and also in consideration of the agreements hereinafter contained on the part of the said (<i>purchaser</i>) he the said (<i>inventor</i>) hereby agrees with the said (<i>purchaser</i>) in manner following (that is to say) that he the said (<i>inventor</i>) 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 (<i>purchaser</i>), his executors, administrators, or assigns, take and use all such steps, means, and proceedings as shall be requisite or proper for obtaining, and use his the said (<i>inventor</i>)'s utmost endeavours to obtain, in the name of him the said (<i>inventor</i>), 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 (<i>purchaser</i>), 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 (<i>inventor</i>), 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 (<i>purchaser</i>), his executors, administrators, or assigns, make, do, and execute all such assignments, deeds, matters, and things, as the said (<i>purchaser</i>), his executors, administrators, and assigns, shall reasonably require for assigning, and transferring unto the said (<i>purchaser</i>), his executors, administrators, and assigns, for his or their absolute benefit, the said patent,
Recital of invention.	
<i>Testatum.</i>	
In consideration of a sum and of the purchaser's covenants, inventor covenants with purchaser, to solicit grant of letters patent:	
and to assign letters patent;	

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

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 license of the said (*purchaser*), his executors, administrators, and assigns, either alone or in co-partnership, or in any other manner howsoever, directly or indirectly, make or assist in the making of any of the new and improved kind hereinbefore mentioned, or in the construction of which the aforesaid invention shall be used; or (except by any specification or specifications which may have to be executed and enrolled for the purposes of the application for the said patent) describe either in writing or otherwise, to any person or persons other than the said (*purchaser*), his executors, administrators, or assigns, the nature of the said invention, or in what manner the same is to be performed or carried into effect, or give any information, or do or permit or be party or privy to, any act, matter, or thing whereby or by means whereof the same respectively may be known by any person or persons other than as aforesaid, or whereby or by means whereof the said (*inventor*) may be prevented or hindered from obtaining the said patent for the purposes hereinbefore mentioned. AND FURTHER, that he the said (*inventor*) has not at any time or times heretofore described, either in writing, or otherwise, to any person or persons other than the said (*purchaser*), the nature of the said invention, or in what manner the same is to be performed or carried into effect, or given any information, or done or permitted, or been party or privy to, any act, matter, or thing, whereby or by means whereof the same respectively may have been or may be known by any person or persons other than as aforesaid, or whereby or by means whereof he may be prevented or hindered from obtaining the said patent for the purposes hereinbefore mentioned; AND FURTHER, that he the said (*inventor*) will, at any time or times hereinafter, upon every request and at the cost of the said (*purchaser*), his executors, administrators, or assigns, make, do, execute, and perfect all such lawful acts, deeds, disclaimers, amendments, and other

to instruct purchaser in the invention.

Not to use invention without purchaser's license;

nor, except by specification, to disclose invention;

that inventor hath not disclosed invention, and is not prevented from obtaining patent;

for further assurance,

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 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 _____ 19____, 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 license, full power, sole privilege, and authority by the said letters patent granted in the manner and upon the terms hereinafter appearing. Now it is agreed as follows:

purchaser agrees to make a certain number of articles, and deliver them to the inventor;

to indemnify inventor from costs of obtaining letters patent.

Proviso that purchaser is to appoint solicitor, or agent, and that inventor shall not be responsible for his default.

Agreement to divide.

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 licenses 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 licenses 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.

Assignment of district to C. D.

3. Neither party shall be bound to account to the other for any profits, royalties, or payments received by him with respect to the using, vending, or working the said invention within the counties or districts assigned to him hereby.

Neither party to account.

4. The said C. D. shall from time to time and as they become due pay the fees for the continuance and renewal of the said letters patent, and shall be entitled to recover one moiety of the sums of money so paid from the said A. B.

Payment of fees, &c.

5. This agreement and all the provisions thereof shall apply to any letters patent obtained or acquired by either party hereto for any improvements upon the said patented invention, and neither party shall be bound to make any payments in respect of any such improvements to the other. 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.

Future patents elective.

No amend-
ment without
consent.

6. Neither party shall apply for leave to amend the specifications to any letters patent within this agreement without the consent of the other first had and obtained.

7. So far as practicable this agreement shall apply to and be binding on the executors, administrators, or assigns of the parties hereto.

Agreement for Working and Selling an Invention, in respect of which an Application for a Patent has been made, for the Joint Benefit of the Inventor and another Person (k).

Parties.

Recitals of
application
for patent;

of acceptance
of specifica-
tion;

of agreement
for arrange-
ment as to
working, &c.,
the invention.

Testatum.

Agreement.

Capitalist to
contribute
sum for
expenses.

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

Inventor to
communicate
improve-
ments.

AN AGREEMENT made the day of , 19 , Between (*inventor*), of, &c., of the one part; and (*capitalist*), of, &c., of the other part. WHEREAS the said (*inventor*) has, under the Patents, Designs, and Trade Marks Act, 1883, made an 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:—

1. The said (*capitalist*) shall immediately upon the execution of these presents, pay to the said (*inventor*) a sum of £ , to be applied by him towards the expenses of working and developing the said invention.

2. In consideration of the payment so agreed to be made as aforesaid, and of the agreements on the part of the said (*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.

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

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

during the continuance of the said patent, or of any other patent which may become subject to the provisions of these presents, invent, discover, or make in, or in connection with the said invention; and also all improvements whether patented or not in or in connection with the said invention, of which the said (*inventor*) shall become the owner, or have the control.

4. The said (*inventor*) will also, at the expense in the first instance of the said (*capitalist*), such expense to be considered as an advance, and to be reimbursed as hereinafter mentioned, apply for and endeavour to obtain in such foreign countries, or British Colonies, or dependencies, as the said (*capitalist*) shall think proper, and shall require, the like privilege for the invention comprised in the application, and for any such improvements as aforesaid; and will, as far as practicable, at the request and expense, in the first instance, of the said (*capitalist*), such expense to be considered as an advance, and to be reimbursed as hereinafter mentioned, render all such foreign and colonial patents, and the said improvements available for the exclusive use of the said parties hereto in equal shares; and execute and do every act, deed, and thing which may be necessary or expedient for effectually vesting the same in the said parties hereto in the shares aforesaid.

Inventor to apply for foreign and colonial patents.

5. The said (*capitalist*) shall advance from time to time such monies as he shall think fit for working and developing the patent to be obtained on the aforesaid application numbered _____, or the said foreign and colonial patents or like privileges, or any such patents for improvements as aforesaid (all which patents and privileges are collectively referred to as the "said 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

Capitalist to make advances for working and developing invention.

interest at the rate of £5 per cent. per annum from the date when such excess shall have become due to the said (*capitalist*) until the same shall be paid.

Charge of advances on patents.

6. All advances made by the said (*capitalist*) as aforesaid, and all interest shall be, and the same are hereby charged upon the said patents as a first charge upon the same.

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

7. All monies which shall be received by way of royalties, or otherwise, as the consideration for any license 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 license, 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.

Definition of "patent expenses."

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*).

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.

10. The said (*inventor*) shall give as much time and attention as may be necessary for working and developing the said patented inventions, and shall use his best endeavours to promote the success thereof, but the said (*capitalist*) shall not be bound to give more time or attention thereto than he shall think proper.

Inventor to devote attention to working patent.

11. During the continuance of the arrangement hereby made, neither of the said parties hereto shall, without the consent of the other of them, grant or agree to grant any license 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.

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

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 licenses, sales and dispositions or otherwise in respect of the said patents, shall be paid into a bank to an account to be kept in the joint names of the said parties hereto, and shall not be paid out except upon the joint cheque of both parties. The books of account and other documents shall be kept in the custody of the said (*inventor*) at his office or such other place in London as the said parties hereto may agree upon, but so as that the said (*capitalist*) may at any time have access thereto. The accounts relating to the said patents, patented inventions, and premises shall be made up and balanced half-yearly on the day of , and the day of , or oftener if the said parties hereto shall so agree.

Inventor alone to work the patent; rendering accounts to capitalist.

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

Inventor to take all proceedings necessary for protecting patents.

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.

Clause
negating
partnership.

Duration of
arrangement.

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

Proviso for
determining
arrangement
by notice.

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. 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 licenses, 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 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 licenses (not being exclusive licenses) 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 19 , 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 , 19 , and entitled "Improvements, &c. ," his Majesty the King gave and granted unto the said A. B., his executors, administrators, and assigns, his 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 license, 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 provisoes therein contained. AND WHEREAS the said A. B. has agreed for the sum of £ to assign unto the said C. D. the said invention and the said letters patent and all the license, power, privilege and advantage thereby granted, and any extension of the same, together with all improvements and additions useful to the manufacture, the subject-matter of the said letters patent now already in the knowledge or possession of or which may hereafter be made by the said A. B.

General recitals.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of £ , this day paid by the said C. D. to the said A. B. (the receipt whereof is hereby acknowledged) he the said A. B. *as beneficial owner (l)*,

Testatum.

(l) 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, enjoyed 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,

doth hereby assign unto the said C. D., his executors, administrators and assigns, all that the said special license, full power, sole privilege and authority, and the said invention and all and every of the rights, privileges, profits, benefits, commodities and advantages in and by the said hereinbefore recited letters patent granted, together with the said hereinbefore recited letters patent, and also all the right, title, interest, claim and demand whatsoever of him the said A. B., his executors, administrators and assigns, or any of them, to apply and petition for, obtain and procure a prolongation, or extension of the said license, privilege and authority, and of the said term of fourteen years granted by the said hereinbefore recited letters patent, and to apply and petition for, obtain and procure any new or other letters patent to be granted for any new or additional term or terms of years.

Habendum.

TO HAVE, HOLD, AND RECEIVE, take, exercise and enjoy the said especial license, sole privilege and authority, invention, letters patent, rights, privileges, and all and singular the premises hereby assigned or intended so to be unto and by the said 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 herein-

through, under, or in trust for the person who so conveys or any person conveying by his direction or by, through, or under any one, 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).’”

before 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.

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 (m).

Covenant as to validity

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 and complied with the conditions in that behalf in the same hereinbefore recited letters patent expressed and contained.

and as to specification being sufficient, &c.

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

Foreign and colonial patents recital.

(m) 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 for any reason, such as anticipation,

&c., that the letters patent were invalid. This covenant and the next should be carefully considered before they or either of them are inserted.

following British Colonies whereby the said A. B., his executors, administrators and assigns, have acquired the sole right, privilege and authority to work, use, or vend the said invention in the said foreign states and British Colonies for the terms of years limited respectively by the said letters patent and Brevet d'Invention, and whereas in consideration of the sum of money hereinbefore expressed, the said A. B. has agreed to assign the said letters patent and Brevet d'Invention to the said C. D.

True and first inventor.

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.

Previous assignments for districts (u),

AND WHEREAS the said A. B. has assigned the said letters patent and all the rights, powers, privileges and advantages of him 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.

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 him 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 license granted.

AND WHEREAS the said A. B., by indenture dated , has granted a license 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 (o).

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

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

(o) This may be varied by reciting "an exclusive license" or "an exclusive license for the county of —."

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.

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 special licence, full power, sole privilege and authority, and the said invention, and all and every the rights, privileges, profits, benefits, commodities and advantages in and by the said hereinbefore recited letters patent granted so far as the same relate to the counties of , and not elsewhere.

Assignment for a county (p).

TOGETHER WITH all licence, powers, privileges, and advantages granted to the said A. B., his executors, administrators, and assigns: by virtue of the said recited Letters Patent and Brevets d'Invention for Foreign States and British Colonies.

Foreign and colonial patents (q).

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,

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

(p) See proviso restricting actions for infringement.

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

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, or assigns, will, so soon as he or they shall have received from the net profits arising as aforesaid the sum of £ thenceforth twice in every year on the day of , and the day of , or within 14 days thereafter respectively, furnish to the said A. B. an account showing the amount for the half year in respect of which the account is furnished, of the net profits arising as aforesaid; and shall within one calendar month after the date up to which such half-yearly account is furnished, pay to the said A. B., his executors, administrators, or assigns, the percentage by the said account appearing to be due.

Covenant not to apply for leave to amend applicable to assignments for a district (s).

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 (r).

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

(s) 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 innumer-

able 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 country 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

AND THAT IN CASE he, the said A. B., shall obtain letters patent in respect of any improvements, additions to, or discovery useful to the manufacture the subject-matter of the said recited letters patent, he shall, at the expense of the said C. D., his executors, administrators, or assigns (if and when requiring him to do so), execute and do all such assurances and things as shall be necessary or convenient for vesting the same letters patent, and the exclusive benefit thereof, *for the said counties* in the said C. D., his executors, administrators, or assigns.

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

AND ALSO THAT HE THE SAID A. B., his executors, administrators, or assigns, will pay all fees necessary for the renewal of the said letters patent (t) respectively during the respective terms comprised therein one calendar month at least before the times provided by the Patents, &c. Act, 1883, 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.

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 in-

stances, but it is chiefly introduced to call the attention of conveyancers to the difficulty of the position.

(t) There is no implied covenant to pay fees. (See p. 217, *ante*.)

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

AND IT IS HEREBY FURTHER AGREED AND DECLARED between and by the said parties hereto as follows :

1. For the purpose of calculating the moneys to be derived as aforesaid, there shall be deducted from the gross moneys received from or by means of the said inventions, or such patented improvements as aforesaid, or any sales, or licences, or other dispositions and dealings with the same, or otherwise, from, or by means of the using, exercising, vending, or working the invention, or patented improvements, or patent, which moneys are hereinafter called the gross receipts, all costs, charges, losses, damages, and expenses whatsoever, which the said C. D., his executors, administrators, or assigns, may have already paid or incurred, or may hereafter pay or incur, in or about the obtaining, or endeavouring to obtain, or the keeping in force any such patent for improvements as aforesaid, or the assigning the same to the said 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.

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.

Assignee not to be bound to apply for patent for improvements.

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.

Assignee 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 C. D.

Proviso to be inserted in assignment

for a district of certain inventions (u). 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 , 19 , 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 , 19 .

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

(u) It is evident that some such proviso as this is of the utmost importance, when the patent is for an article of common use. The words of section 36 are:—"A patentee may assign his patent for any place in or part of the United Kingdom or Isle of Man as effectually as if the patent

were originally granted to extend to that place or part only." It would create great confusion and injury to all parties if a man travelling from London to York were liable to actions by different assignees of the districts through which he travelled on account of wearing a particular collar stud.

time require, paying for the same after the rate of per (*dozen or gross*) with net 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 the House of Lords, these presents shall be void as to the future operations 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. Determination on patent being declared invalid.

8. If while this licence is in force the patentee shall at any time grant any licence or premium to any other person or persons for the Reduction of payments to level of other licences.

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 explanation.

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 (*x*) 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.

Licensee not to be estopped after determination 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 affirmation, and either to fix, settle, and determine the amount of cost of the reference and award respectively or incidental thereto to be paid by both parties or either party, or to direct the same to be taxed either as between solicitor and client, or otherwise to direct and award when, by and to whom such costs shall be paid.

As witness, &c.

(*x*) See note, p. 589, *ante*.

Exclusive Licence for a District.

THIS INDENTURE MADE THE day of 19 , 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 Recitals.
 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 (y)* and with like effect as if Grant.
 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 Consideration
and royalty
reserved.
 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.

3. The grantor shall not without the consent of the grantee, his Grantor not
to amend.
 executors, administrators or assigns, in writing first had and ob-
 tained apply for leave to amend the specification to the said letters
 patent in any way whatsoever (z).

(y) See note, p. 589. patentee should reserve power to
 (z) See last preceding precedent for amend, but in an exclusive licence it
 the converse—in a general licence the is obviously otherwise.

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 moneys so paid by him from the annual payments hereinbefore provided for, or to recover the same from the grantor at the grantee's option.

7. Should the grantor during the continuance of this licence obtain letters patent in respect of any improvements, additions to, or discovery useful to the manufacture of the subject-matter of the said letters patent, he shall at the expense of the grantee grant to him an exclusive licence to make, exercise, use, or vend, the invention, the subject-matter of the said further letters patent within the said district, without any extra or additional payment on the part of the grantee. PROVIDED ALWAYS that the grantor shall not be bound to maintain or keep in force the said further letters patent by payment of the prescribed fees or otherwise.

Default in payment of royalty.

8. Should the grantee make default in the payment of the annual royalty reserved by the second clause hereof as therein provided, it shall be lawful for the grantor to serve upon the grantee by leaving the same at his last known place of business or abode notice in writing determining these presents, and thereupon the licence hereby granted shall cease but without prejudice to the right of the grantor to sue for and recover any arrears of the said annual royalty which may then be due.

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 19 , Between Parties.
 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 Recitals.
 letters patent dated 19 and numbered for an invention
 entitled "Improvements, &c. ." AND WHEREAS the mortgagee
 has agreed to lend to the mortgagor the sum of £ to be
 secured together with interest thereon by mortgage of the said
 letters patent as hereinafter expressed. NOW THIS INDENTURE Testatum.
 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 19 , the sum of £ together with interest thereon at
 the rate of £ per cent. per annum. AND THIS INDENTURE ALSO Assignment.
 WITNESSETH that for the consideration aforesaid the mortgagor as
beneficial owner doth hereby assign to the mortgagee the said letters
 patent and the sole and exclusive benefit thereof and all extensions
 thereof and all the rights, privileges, profits, benefits, commodities
 and advantages by the said letters patent granted to have and to
 hold the same to the mortgagee subject to the proviso for redemp-
 tion hereinafter contained. PROVIDED ALWAYS that if the mortgagor Proviso for
 shall pay to the mortgagee the sum of £ with interest for the redemption.
 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 19 , 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 mort-
 gagor shall on every day of and day of
 until the day of 19 , 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 19 call in the principal sum aforesaid or any part thereof. PROVIDED ALSO that the mortgagor shall not before the day of 19 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 DOETH HEREBY FURTHER COVENANT with the mortgagee that he will communicate to the mortgagee during the continuance of this security all improvements which he

Mortgagor to be at liberty to use and work invention,

and grant licences.

Mortgagor to supply copy to mortgagee. Proviso for foreclosure.

Communication of improvements.

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 shall execute all documents and do all things necessary to extend the operation of this security to all such improvements or letters patent. AND THAT during the continuance of this security the mortgagor will not without the consent of the mortgagee first had and obtained amend or apply for leave to amend the specifications to the said letters patent or either of them in any way whatsoever. AND LASTLY that it shall be lawful for the mortgagee if the monies secured hereby shall not have been repaid within one year from the expiration of the term of fourteen years for which the said letters patent were originally granted to apply for an extension of such term in his own name or in the name of the mortgagor or of both of them as he shall think fit and the mortgagee shall do all acts and things and execute all documents and prepare all accounts necessary for such application. And it is hereby declared that except where the context requires a different interpretation, each of the expressions "the mortgagor" and "the mortgagee" shall whenever used herein be also applicable as far as possible to the executors, administrators and assigns of the person designated thereby.

As to
amendments.

As to applica-
tion for
extension.

Transmission
clause.

In witness, &c.

TRADE MARKS ACT, 1905.

(5 EDW. VII. c. 15.)

An Act to consolidate and amend the Law relating to Trade Marks.

[11th August, 1905.]

BE it enacted by the King'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:—

Short title.

1. This Act may be cited as the Trade Marks Act, 1905.

Commencement of Act.

2. This Act shall, save as otherwise expressly provided, come into operation on the first day of April one thousand nine hundred and six.

PART I.

Definitions.

Definitions.

3. In and for the purposes of this Act (unless the context otherwise requires):—

A "mark" shall include a device, brand, heading, label, ticket, name, signature, word, letter, numeral, or any combination thereof:

A "trade mark" shall mean a mark used or proposed to be used upon or in connexion with goods for the purpose of indicating that they are the goods of the proprietor of such trade mark by virtue of manufacture, selection, certification, dealing with, or offering for sale:

A "registrable trade mark" shall mean a trade mark which is capable of registration under the provisions of this Act:

"The register" shall mean the register of trade marks kept under the provisions of this Act:

A "registered trade mark" shall mean a trade mark which is actually upon the register:

"Prescribed" shall mean, in relation to proceedings before the Court, prescribed by rules of court, and in other cases, prescribed by this Act or the Rules thereunder:

"The Court" shall mean (subject to the provisions for Scotland, Ireland, and the Isle of Man) His Majesty's High Court of Justice in England.

Register of Trade Marks.

Register of trade marks.

4. There shall be kept at the Patent Office for the purposes of this Act a book called the Register of Trade Marks, wherein shall

be entered all registered trade marks with the names and addresses of their proprietors, notifications of assignments and transmissions, disclaimers, conditions, limitations, and such other matters relating to such trade marks as may from time to time be prescribed. The register shall be kept under the control and management of the Comptroller-General of Patents, Designs, and Trade Marks, who is in this Act referred to as the Registrar.

5. There shall not be entered in the register any notice of any trust expressed, implied, or constructive, nor shall any such notice be receivable by the Registrar. Trust not to be entered on register.

6. The register of trade marks existing at the date of the commencement of this Act, and all registers of trade marks kept under previous Acts, which are deemed part of the same book as such register, shall be incorporated with and form part of the register. Subject to the provisions of sections thirty-six and forty-one of this Act the validity of the original entry of any trade mark upon the registers so incorporated shall be determined in accordance with the statutes in force at the date of such entry, and such trade mark shall retain its original date, but for all other purposes it shall be deemed to be a trade mark registered under this Act. Incorporation of existing register.

7. The register kept under this Act shall at all convenient times be open to the inspection of the public, subject 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. Inspection of and extract from register.

Registrable Trade Marks.

8. A trade mark must be registered in respect of particular goods or classes of goods. Trade mark must be for particular goods.

9. A registrable trade mark must contain or consist of at least one of the following essential particulars:—

- (1) The name of a company, individual, or firm represented in a special or particular manner;
- (2) The signature of the applicant for registration or some predecessor in his business;
- (3) An invented word or invented words;
- (4) A word or words having no direct reference to the character or quality of the goods, and not being according to its ordinary signification a geographical name or a surname;
- (5) Any other distinctive mark, but a name, signature, or word or words, other than such as fall within the descriptions in the above paragraphs (1), (2), (3), and (4), shall not, except by order of the Board of Trade or the Court, be deemed a distinctive mark:

Registrable trade marks.

Provided always that any special or distinctive word or words, letter, numeral, or combination of letters or numerals used as a trade mark by the applicant or his predecessors in business before the thirteenth day of August one thousand eight hundred and seventy-five, which has continued to be used (either in its original form or with additions or alterations not substantially affecting the identity of the same) down to the date of the application for registration shall be registrable as a trade mark under this Act.

For the purposes of this section "distinctive" shall mean adapted to distinguish the goods of the proprietor of the trade mark from those of other persons.

In determining whether a trade mark is so adapted, the tribunal may, in the case of a trade mark in actual use, take into consideration the extent to which such user has rendered such trade mark in fact distinctive for the goods with respect to which it is registered or proposed to be registered.

Coloured
trade marks.

10. A trade mark may be limited in whole or in part to one or more specified colours, and in such case the fact that it is so limited shall be taken into consideration by any tribunal having to decide on the distinctive character of such trade mark. If and so far as a trade mark is registered without limitation of colour it shall be deemed to be registered for all colours.

Restriction on
registration.

11. It shall not be lawful to register as a trade mark or part of a trade mark any matter, the use of which would by reason of its being calculated to deceive or otherwise be disentitled to protection in a court of justice, or would be contrary to law or morality, or any scandalous design.

Registration of Trade Marks.

Application
for regis-
tration.

12.—(1) Any person claiming to be the proprietor of a trade mark who is desirous of registering the same must apply in writing to the Registrar in the prescribed manner.

(2) Subject to the provisions of this Act the Registrar may refuse such application, or may accept it absolutely or subject to conditions, amendments, or modifications.

(3) In case of any such refusal or conditional acceptance the Registrar shall, if required by the applicant, state in writing the grounds of his decision and the materials used by him in arriving at the same, and such decision shall be subject to appeal to the Board of Trade or to the Court at the option of the applicant.

(4) An appeal under this section shall be made in the prescribed manner, and on such appeal the Board of Trade or the Court, as the case may be, shall, if required, hear the applicant and the

Registrar, and shall make an order determining whether and subject to what conditions, amendments, or modifications, if any, the application is to be accepted.

(5) Appeals under this section shall be heard on the materials so stated by the Registrar to have been used by him in arriving at his decision, and no further grounds of objection to the acceptance of the application shall be allowed to be taken by the Registrar, other than those stated by him, except by leave of the tribunal hearing the appeal. Where any further grounds of objection are taken the applicant shall be entitled to withdraw his application without payment of costs on giving notice as prescribed.

(6) The Registrar or the Board of Trade or the Court, as the case may be, may at any time, whether before or after acceptance, correct any error in or in connection with the application, or may permit the applicant to amend his application upon such terms as they may think fit.

13. When an application for registration of a trade mark has been accepted, whether absolutely or subject to conditions, the Registrar shall, as soon as may be after such acceptance, cause the application as accepted to be advertised in the prescribed manner. Such advertisement shall set forth all conditions subject to which the application has been accepted.

Advertisement of application.

14.—(1) Any person may, within the prescribed time from the date of the advertisement of an application for the registration of a trade mark, give notice to the Registrar of opposition to such registration.

Opposition to registration.

(2) Such notice shall be given in writing in the prescribed manner, and shall include a statement of the grounds of opposition.

(3) The Registrar shall send a copy of such notice to the applicant, and within the prescribed time after the receipt of such notice, the applicant shall send to the Registrar, in the prescribed manner, a counter-statement of the grounds on which he relies for his application, and, if he does not do so, he shall be deemed to have abandoned his application.

(4) If the applicant sends such counter-statement, the Registrar shall furnish a copy thereof to the persons giving notice of opposition, and shall, after hearing the parties, if so required, and considering the evidence, decide whether, and subject to what conditions, registration is to be permitted.

(5) The decision of the Registrar shall be subject to appeal to the Court, or, with the consent of the parties, to the Board of Trade.

(6) An appeal under this section shall be made in the prescribed manner, and on such appeal the Board of Trade or the Court, as the case may be, shall, if required, hear the parties and the

Registrar, and shall make an order determining whether, and subject to what conditions, if any, registration is to be permitted.

(7) On the hearing of any such appeal any party may either in the manner prescribed or by special leave of the tribunal bring forward further material for the consideration of the tribunal.

(8) In proceedings under this section no further grounds of objection to the registration of a trade mark shall be allowed to be taken by the opponent or the Registrar other than those stated by the opponent as herein-above provided except by leave of the tribunal hearing the appeal. Where any further grounds of objection are taken the applicant shall be entitled to withdraw his application without payment of the costs of the opponent on giving notice as prescribed.

(9) In any appeal under this section, the tribunal may, after hearing the Registrar, permit the trade mark proposed to be registered to be modified in any manner not substantially affecting the identity of such trade mark, but in such case the trade mark as so modified shall be advertised in the prescribed manner before being registered.

(10) The Registrar, or in the case of an appeal to the Board of Trade the Board of Trade, shall have power in proceedings under this section to award to any party such costs as they may consider reasonable, and to direct how and by what parties they are to be paid.

(11) If a party giving notice of opposition or of appeal neither resides nor carries on business in the United Kingdom, the tribunal may require such party to give security for costs of the proceedings before it relative to such opposition or appeal, and in default of such security being duly given may treat the opposition or appeal as abandoned.

Disclaimers.

15. If a trade mark contains parts not separately registered by the proprietor as trade marks, or if it contains matter common to the trade or otherwise of a non-distinctive character, the Registrar or the Board of Trade or the Court, in deciding whether such trade mark shall be entered or shall remain upon the register, may require, as a condition of its being upon the register, that the proprietor shall disclaim any right to the exclusive use of any part or parts of such trade mark, or of all or any portion of such matter, to the exclusive use of which they hold him not to be entitled, or that he shall make such other disclaimer as they may consider needful for the purpose of defining his rights under such registration: Provided always that no disclaimer upon the register shall affect any rights of the proprietor of a trade mark except such as

arise out of the registration of the trade mark in respect of which the disclaimer is made.

16. When an application for registration of a trade mark has been accepted and has not been opposed, and the time for notice of opposition has expired, or having been opposed the opposition has been decided in favour of the applicant, the Registrar shall, unless the Board of Trade otherwise direct, register the said trade mark, and the trade mark, when registered, shall be registered as of the date of the application for registration, and such date shall be deemed for the purposes of this Act to be the date of registration. Date of registration.

17. On the registration of a trade mark the Registrar shall issue to the applicant a certificate in the prescribed form of the registration of such trade mark under the hand of the Registrar, and sealed with the seal of the Patent Office. Certificate of registration.

18. Where registration of a trade mark is not completed within twelve months from the date of the application by reason of default on the part of the applicant, the Registrar may, after giving notice of the non-completion to the applicant in writing in the prescribed manner, treat the application as abandoned unless it is completed within the time specified in that behalf in such notice. Non-completion of registration.

Identical Trade Marks.

19. Except by order of the Court or in the case of trade marks in use before the thirteenth day of August one thousand eight hundred and seventy-five, no trade mark shall be registered in respect of any goods or description of goods which is identical with one belonging to a different proprietor which is already on the register with respect to such goods or description of goods, or so nearly resembling such a trade mark as to be calculated to deceive. Identical marks.

20. Where each of several persons claims to be proprietor of the same trade mark, or of nearly identical trade marks in respect of the same goods or description of goods, and to be registered as such proprietor, the Registrar may refuse to register any of them until their rights have been determined by the Court, or have been settled by agreement in a manner approved by him or (on appeal) by the Board of Trade. Rival claims to identical marks.

21. In case of honest concurrent user or of other special circumstances, which in the opinion of the Court make it proper so to do, the Court may permit the registration of the same trade mark, or of nearly identical trade marks, for the same goods or description of goods by more than one proprietor subject to such conditions and limitations, if any, as to mode or place of user, or otherwise, as it may think it right to impose. Concurrent user.

Assignment.

Assignment
and trans-
mission of
trade marks.

22. A trade mark when registered shall be assigned and transmitted only in connection with the goodwill of the business concerned in the goods for which it has been registered and shall be determinable with that goodwill. But nothing in this section contained shall be deemed to affect the right of the proprietor of a registered trade mark to assign the right to use the same in any British possession or protectorate or foreign country in connection with any goods for which it is registered together with the goodwill of the business therein in such goods.

Apportion-
ment of
marks on
dissolution
of partner-
ship.

23. In any case where from any cause, whether by reason of dissolution of partnership or otherwise, a person ceases to carry on business, and the goodwill of such person does not pass to one successor but is divided, the Registrar may (subject to the provisions of this Act as to associated trade marks), on the application of the parties interested, permit an apportionment of the registered trade marks of the person among the persons in fact continuing the business, subject to such conditions and modifications, if any, as he may think necessary in the public interest. Any decision of the Registrar under this section shall be subject to appeal to the Board of Trade.

Associated Trade Marks.

Associated
trade marks.

24. If application be made for the registration of a trade mark so closely resembling a trade mark of the applicant already on the register for the same goods or description of goods as to be calculated to deceive or cause confusion if used by a person other than the applicant, the tribunal hearing the application may require as a condition of registration that such trade marks shall be entered on the register as associated trade marks.

Combined
trade marks.

25. If the proprietor of a trade mark claims to be entitled to the exclusive use of any portion of such trade mark separately he may apply to register the same as separate trade marks. Each such separate trade mark must satisfy all the conditions and shall have all the incidents of an independent trade mark, except that when registered it and the trade mark of which it forms a part shall be deemed to be associated trade marks and shall be entered on the register as such, but the user of the whole trade mark shall for the purposes of this Act be deemed to be also a user of such registered trade marks belonging to the same proprietor as it contains.

Series of
trade marks.

26. When a person claiming to be the proprietor of several trade marks for the same description of goods which, while resembling

each other in the material particulars thereof, yet differ in respect of—

- (a) Statements of the goods for which they are respectively used or proposed to be used; or
- (b) statements of number, price, quality, or names of places; or
- (c) other matter of a non-distinctive character which does not substantially affect the identity of the trade mark; or
- (d) colour;

seeks to register such trade marks, they may be registered as a series in one registration. All the trade marks in a series of trade marks so registered shall be deemed to be, and shall be registered as, associated trade marks.

27. Associated trade marks shall be assignable or transmissible only as a whole and not separately, but they shall for all other purposes be deemed to have been registered as separate trade marks. Provided that where under the provisions of this Act user of a registered trade mark is required to be proved for any purpose, the tribunal may if and so far as it shall think right accept user of an associated registered trade mark, or of the trade mark with additions or alterations not substantially affecting its identity, as an equivalent for such user.

Assignment and user of associated trade marks.

Renewal of Registration.

28. The registration of a trade mark shall be for a period of fourteen years, but may be renewed from time to time in accordance with the provisions of this Act.

Duration of registration.

29. The Registrar shall, on application made by the registered proprietor of a trade mark in the prescribed manner and within the prescribed period, renew the registration of such trade mark for a period of fourteen years from the expiration of the original registration or of the last renewal of registration, as the case may be, which date is herein termed "the expiration of the last registration."

Renewal of registration.

30. At the prescribed time before the expiration of the last registration of a trade mark, the Registrar shall send notice in the prescribed manner to the registered proprietor at his registered address of the date at which the existing registration will expire and the conditions as to payment of fees and otherwise upon which a renewal of such registration may be obtained, and if at the expiration of the time prescribed in that behalf such conditions have not been duly complied with, the Registrar may remove such trade mark from the register, subject to such conditions (if any) as to its restoration to the register as may be prescribed.

Procedure on expiry of period of registration.

Status of
unrenewed
trade mark.

31. Where a trade mark has been removed from the register for nonpayment of the fee for renewal, such trade mark shall, nevertheless, for the purpose of any application for registration during one year next after the date of such removal, be deemed to be a trade mark which is already registered, unless it is shown to the satisfaction of the Registrar that there had been no *bond fide* trade user of such trade mark during the two years immediately preceding such removal.

Correction and Rectification of the Register.

Correction of
register.

32. The Registrar may, on request made in the prescribed manner by the registered proprietor or by some person entitled by law to act in his name,—

- (1) Correct any error in the name or address of the registered proprietor of a trade mark; or
- (2) Enter any change in the name or address of the person who is registered as proprietor of a trade mark; or
- (3) Cancel the entry of a trade mark on the register; or
- (4) Strike out any goods or classes of goods from those for which a trade mark is registered; or
- (5) Enter a disclaimer or memorandum relating to a trade mark which does not in any way extend the rights given by the existing registration of such trade mark.

Any decision of the Registrar under this section shall be subject to appeal to the Board of Trade.

Registration
of assign-
ments, &c.

33. Subject to the provisions of this Act where a person becomes entitled to a registered trade mark by assignment, transmission, or other operation of law, the Registrar shall, on request made in the prescribed manner, and on proof of title to his satisfaction, cause the name and address of such person to be entered on the register as proprietor of the trade mark. Any decision of the Registrar under this section shall be subject to appeal to the Court or, with the consent of the parties, to the Board of Trade.

Alteration of
registered
trade mark.

34. The registered proprietor of any trade mark may apply in the prescribed manner to the Registrar for leave to add to or alter such trade mark in any manner not substantially affecting the identity of the same, and the Registrar may refuse such leave or may grant the same on such terms as he may think fit, but any such refusal or conditional permission shall be subject to appeal to the Board of Trade. If leave be granted, the trade mark as altered shall be advertised in the prescribed manner.

35. Subject to the provisions of this Act—

Rectification
of register.

- (1) The Court may on the application in the prescribed manner of any person aggrieved by the non-insertion in or omission from the register of any entry, or by any entry made in the register without sufficient cause, or by any entry wrongly remaining on the register, or by any error or defect in any entry in the register, make such order for making, expunging, or varying such entry, as it may think fit:
- (2) The Court may in any proceeding under this section decide any question that it may be necessary or expedient to decide in connection with the rectification of the register:
- (3) In case of fraud in the registration or transmission of a registered trade mark, the Registrar may himself apply to the Court under the provisions of this section:
- (4) Any order of the Court rectifying the register shall direct that notice of the rectification shall be served upon the Registrar in the prescribed manner who shall upon receipt of such notice rectify the register accordingly.

36. No trade mark which is upon the register at the commencement of this Act and which under this Act is a registrable trade mark shall be removed from the register on the ground that it was not registrable under the Acts in force at the date of its registration. But nothing in this section contained shall subject any person to any liability in respect of any act or thing done before the commencement of this Act to which he would not have been subject under the Acts then in force.

Trade marks
registered
under
previous
Acts.

37. A registered trade mark may, on the application to the Court of any person aggrieved, be taken off the register in respect of any of the goods for which it is registered, on the ground that it was registered by the proprietor or a predecessor in title without any *bona fide* intention to use the same in connection with such goods, and there has in fact been no *bona fide* user of the same in connection therewith, or on the ground that there has been no *bona fide* user of such trade mark in connection with such goods during the five years immediately preceding the application, unless in either case such non-user is shown to be due to special circumstances in the trade, and not to any intention not to use or to abandon such trade mark in respect of such goods.

Non-user
of trade mark.

Effect of Registration.

38 Subject to the provisions of this Act—

- (1) The person for the time being entered in the register as proprietor of a trade mark shall, subject to any rights

Powers of
registered
proprietor.

appearing from such register to be vested in any other person, have power to assign the same, and to give effectual receipts for any consideration for such assignment:

- (2) Any equities in respect of a trade mark may be enforced in like manner as in respect of any other personal property.

Rights of proprietor of trade mark.

39. Subject to the provisions of section forty-one of this Act and to any limitations and conditions entered upon the register, the registration of a person as proprietor of a trade mark shall, if valid, give to such person the exclusive right to the use of such trade mark upon or in connection with the goods in respect of which it is registered: Provided always that where two or more persons are registered proprietors of the same (or substantially the same) trade mark in respect of the same goods no rights of exclusive user of such trade mark shall (except so far as their respective rights shall have been defined by the Court) be acquired by any one of such persons as against any other by the registration thereof, but each of such persons shall otherwise have the same rights as if he were the sole registered proprietor thereof.

Registration to be *prima facie* evidence of validity.

40. In all legal proceedings relating to a registered trade mark (including applications under section thirty-five of this Act) the fact that a person is registered as proprietor of such trade mark shall be *prima facie* evidence of the validity of the original registration of such trade mark and of all subsequent assignments and transmissions of the same.

Registration to be conclusive after seven years.

41. In all legal proceedings relating to a registered trade mark (including applications under section thirty-five of this Act) the original registration of such trade mark shall after the expiration of seven years from the date of such original registration (or seven years from the passing of this Act, whichever shall last happen) be taken to be valid in all respects unless such original registration was obtained by fraud, or unless the trade mark offends against the provisions of section eleven of this Act:

Provided that nothing in this Act shall entitle the proprietor of a registered trade mark to interfere with or restrain the user by any person of a similar trade mark upon or in connection with goods upon or in connection with which such person has, by himself or his predecessors in business, continuously used such trade mark from a date anterior to the user of the first-mentioned trade mark by the proprietor thereof, or his predecessors in business, or to object (on such user being proved) to such person being put upon the register for such similar trade mark in respect of such goods under the provisions of section twenty-one of this Act.

42. No person shall be entitled to institute any proceeding to prevent or to recover damages for the infringement of an unregistered trade mark unless such trade mark was in use before the thirteenth of August one thousand eight hundred and seventy-five, and has been refused registration under this Act. The Registrar may, on request, grant a certificate that such registration has been refused. Unregistered trade mark.

43. In an action for the infringement of a trade mark the Court trying the question of infringement shall admit evidence of the usages of the trade in respect to the get-up of the goods for which the trade mark is registered, and of any trade marks or get-up legitimately used in connection with such goods by other persons. Infringement.

44. No registration under this Act shall interfere with a *bona fide* use by a person of his own name or place of business or trade of any of his predecessors in business, or the use by any person of any *bona fide* description of the character or quality of his goods. User of name, address, or description of goods.

45. Nothing in this Act contained shall be deemed to affect rights of action against any person for passing off goods as those of another person or the remedies in respect thereof. "Passing-off" action.

Legal Proceedings.

46. In any legal proceeding in which the validity of the registration of a registered trade mark comes into question and is decided in favour of the proprietor of such trade mark, the Court may certify the same, and if it so certifies then in any subsequent legal proceeding in which such validity comes into question the proprietor of the said trade mark on obtaining a final order or judgment in his favour shall have his full costs, charges, and expenses as between solicitor and client, unless in such subsequent proceeding the Court certifies that he ought not to have the same. Certificate of validity.

47. In any legal proceeding in which the relief sought includes alteration or rectification of the register, the Registrar shall have the right to appear and be heard, and shall appear if so directed by the Court. Unless otherwise directed by the Court, the Registrar in lieu of appearing and being heard may submit to the Court a statement in writing signed by him, giving particulars of the proceedings before him in relation to the matter in issue or of the grounds of any decision given by him affecting the same or of the practice of the office in like cases, or of such other matters relevant to the issues, and within his knowledge as such Registrar, as he shall think fit, and such statement shall be deemed to form part of the evidence in the proceeding. Registrar to have notice of proceeding for rectification.

Costs.

Costs of proceedings before the Court.

48. In all proceedings before the Court under this Act the costs of the Registrar shall be in the discretion of the Court, but the Registrar shall not be ordered to pay the costs of any other of the parties.

Evidence.

Mode of giving evidence.

49. In any proceeding under this Act before the Board of Trade or the Registrar, the evidence shall be given by statutory declaration in the absence of directions to the contrary, but, in any case in which it shall think it right so to do, the tribunal may (with the consent of the parties) take evidence *vivâ voce* in lieu of or in addition to evidence by declaration. Any such statutory declaration may in the case of appeal be used before the Court in lieu of evidence by affidavit, but if so used shall have all the incidents and consequences of evidence by affidavit.

In case any part of the evidence is taken *vivâ voce* the Board of Trade or the Registrar shall in respect of requiring the attendance of witnesses and taking evidence on oath be in the same position in all respects as an official referee of the Supreme Court.

Sealed copies to be evidence.

50. Printed or written copies or extracts of or from the register, purporting to be certified by the Registrar and sealed with the seal of the Patent Office, shall be admitted in evidence in all Courts in his Majesty's dominions, and in all proceedings, without further proof or production of the originals.

Certificate of Registrar to be evidence.

51. A certificate purporting to be under the hand of the Registrar as to any entry, matter, or thing which he is authorised by this Act, or rules made thereunder, to make or do, shall be *primâ facie* evidence of the entry having been made, and of the contents thereof, and of the matter or thing having been done or not done.

Certificate of Board of Trade to be evidence.

52.—(1) 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.

(2) 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.

PART II.

Powers and Duties of Registrar of Trade Marks.

53. Where any discretionary or other power is given to the Registrar by this Act or rules made thereunder he shall not exercise that power adversely to the applicant for registration or the registered proprietor of the trade mark in question without (if duly required so to do within the prescribed time) giving such applicant or registered proprietor an opportunity of being heard.

Exercise of discretionary power by Registrar.

54. Except where expressly given by the provisions of this Act or rules made thereunder there shall be no appeal from a decision of the Registrar otherwise than to the Board of Trade, but the Court, in dealing with any question of the rectification of the register (including all applications under the provisions of section thirty-five of this Act), shall have power to review any decision of the Registrar relating to the entry in question or the correction sought to be made.

Appeal from Registrar.

55. Where by this Act any act has to be done by or to any person in connection with a trade mark or proposed trade mark or any procedure relating thereto, such act may under and in accordance with rules made under this Act or in particular cases by special leave of the Board of Trade be done by or to an agent of such party duly authorised in the prescribed manner.

Recognition of agents.

56. The Registrar may, in any case of doubt or difficulty arising in the administration of any of the provisions of this Act, apply to his Majesty's Attorney-General or Solicitor-General for England for directions in the matter.

Registrar may take directions of law officers.

57. The Comptroller-General of Patents, Designs, and Trade Marks shall in his yearly report on the execution by or under him of the Patents, Designs, and Trade Marks Act, 1883, and Acts amending the same, include a report respecting the execution by or under him of this Act as though it formed a part of or was included in such Acts.

Annual reports of Comptroller. 46 & 47 Vict. c. 57.

Powers and Duties of the Board of Trade.

58. 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 or any person authorised in that behalf by the president of the Board.

Proceedings before Board of Trade.

59. Where under this Act an appeal is made to the Board of Trade, the Board of Trade may, if they think fit, refer any such appeal to the Court in lieu of hearing and deciding it themselves,

Appeals to Board of Trade.

but, unless the Board so refer the appeal, it shall be heard and decided by the Board, and the decision of the Board shall be final.

Power of
Board of
Trade to
make rules.

60.—(1) Subject to the provisions of this Act the Board of Trade may from time to time make such rules, prescribe such forms, and generally do such things as they think expedient—

- (a) For regulating the practice under this Act:
- (b) For classifying goods for the purposes of registration of trade marks:
- (c) For making or requiring duplicates of trade marks and other documents:
- (d) For securing and regulating the publishing and selling or distributing in such manner as the Board of Trade think fit, of copies of trade marks and other documents:
- (e) Generally, for regulating the business of the office in relation to trade marks and all things by this Act placed under the direction or control of the Registrar, or of the Board of Trade.

(2) Rules made under this section shall, whilst in force, be of the same effect as if they were contained in this Act.

(3) Before making any rules under this section the Board of Trade shall publish notice of their intention to make the rules and of the place where copies of the draft rules may be obtained in such manner as the Board consider most expedient, so as to enable persons affected to make representations to the Board before the rules are finally settled.

(4) Any rules made in pursuance of this section shall be forthwith advertised twice in the Trade Marks Journal, and 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.

(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.

Fees.

Fees.

61. There shall be paid in respect of applications and registration and other matters under this Act, such fees as may be, with the sanction of the Treasury, prescribed by the Board of Trade.

Special Trade Marks.

62. Where any association or person undertakes the examination of any goods in respect of origin, material, mode of manufacture, quality, accuracy, or other characteristic, and certifies the result of such examination by mark used upon or in connection with such goods, the Board of Trade may, if they shall judge it to be to the public advantage, permit such association or person to register such mark as a trade mark in respect of such goods, whether or not such association or person be a trading association or trader or possessed of a goodwill in connection with such examination and certifying. When so registered such trade mark shall be deemed in all respects to be a registered trade mark, and such association or person to be the proprietor thereof, save that such trade mark shall be transmissible or assignable only by permission of the Board of Trade.

Standardi-
zation, &c.,
trade marks.

Sheffield Marks.

63. With respect to the master, wardens, searchers, assistants, and commonalty of the Company of Cutlers in Hallamshire, in the county of York (in this Act called the Cutlers' Company), and the marks or devices (in this Act called Sheffield marks) assigned or registered by the master, wardens, searchers, and assistants of that company, the following provisions shall have effect:—

Sheffield
marks.

- (1) The Cutlers' Company shall continue to keep at Sheffield the register of trade marks (in this Act called the Sheffield register) kept by them at the date of the commencement of this Act, and, save as otherwise provided by this Act, such register shall for all purposes form part of the register:
- (2) The Cutlers' Company shall, on request made in the prescribed manner, enter in the Sheffield register, in respect of metal goods as defined in this section, all the trade marks which shall have been assigned by the Cutlers' Company and actually used before the first day of January one thousand eight hundred and eighty-four, but which have not been entered in such register before the passing of this Act:
- (3) An application for registration of a trade mark used on metal goods shall, if made after the commencement of this Act by a person carrying on business in Hallamshire, or within six miles thereof, be made to the Cutlers' Company:
- (4) Every application so made to the Cutlers' Company shall be

notified to the Registrar in the prescribed manner, and, unless the Registrar within the prescribed time gives notice to the Cutlers' Company of any objection to the acceptance of the application, it shall be proceeded with by the Cutlers' Company in the prescribed manner:

- (5) If the Registrar gives notice of an objection as aforesaid, the application shall not be proceeded with by the Cutlers' Company, but any person aggrieved may in the prescribed manner appeal to the Court:
- (6) Upon the registration of a trade mark in the Sheffield register the Cutlers' Company shall give notice thereof to the Registrar, who shall thereupon enter the mark in the register of trade marks; and such registration shall bear date as of the day of application to the Cutlers' Company, and have the same effect as if the application had been made to the Registrar on that day:
- (7) The provisions of this Act, and of any rules made under this Act with respect to the registration of trade marks, and all matters relating thereto, shall, subject to the provisions of this section (and notwithstanding anything in any Act relating to the Cutlers' Company), apply to the registration of trade marks on metal goods by the Cutlers' Company, and to all matters relating thereto; and this Act and any such rules shall, so far as applicable, be construed accordingly with the substitution of the Cutlers' Company, the office of the Cutlers' Company, and the Sheffield register, for the Registrar, the Patent Office, and the Register of Trade Marks respectively; and notice of every entry, cancellation, or correction made in the Sheffield register shall be given to the Registrar by the Cutlers' Company:
- (8) When the Registrar receives from any person not carrying on business in Hallamshire or within six miles thereof an application for registration of a trade mark used on metal goods, he shall in the prescribed manner notify the application and proceedings thereon to the Cutlers' Company:
- (9) Any person aggrieved by a decision of the Cutlers' Company in respect of anything done or omitted under this Act may, in the prescribed manner, appeal to the Court:
- (10) For the purposes of this section the expression "metal goods" means all metals, whether wrought, unwrought, or partly wrought, and all goods composed wholly or partly of any metal:

- (11) For the purpose of legal proceedings in relation to trade marks entered in the Sheffield register a certificate under the hand of the Master of the Cutlers' Company shall have the same effect as the certificate of the Registrar.

Cotton Marks.

64.—(1) The Manchester Branch of the Trade Marks Registry of the Patent Office (herein-after called "the Manchester Branch") shall be continued according to its present constitution. A chief officer of the Manchester Branch shall be appointed who shall be styled "the Keeper of Cotton Marks," and shall act under the direction of the Registrar. The present keeper of the Manchester Branch shall be the first Keeper of Cotton Marks.

Cotton
marks.

(2) As regards cotton goods which have hitherto constituted classes 23, 24 and 25, under the classification of goods under the Patents, Designs, and Trade Marks Acts, 1883 to 1902, the register of Trade Marks for all such goods, except such as may be prescribed, shall be called "the Manchester register," and a duplicate thereof shall be kept at the Manchester Branch.

(3) All applications for registration of trade marks for such cotton goods in the said classes (herein-after referred to as "cotton marks") shall be made to the Manchester Branch.

(4) Every application so made to the Manchester Branch shall be notified to the Registrar in the prescribed manner together with the report of the Keeper of Cotton Marks thereon, and unless the Registrar, after considering the report and hearing, if so required, the applicant, within the prescribed time gives notice to the Keeper of Cotton Marks of objection to the acceptance of the application, it shall be advertised by the Manchester Branch and shall be proceeded with in the prescribed manner.

(5) If the Registrar gives notice of objection as aforesaid the application shall not be proceeded with, but any person aggrieved may in the prescribed manner appeal to the Court or the Board of Trade, at the option of the applicant.

(6) Upon the registration of a trade mark in the Manchester register the Keeper of Cotton Marks shall upon notice thereof from the Registrar thereupon enter the mark in the duplicate of the Manchester register, and such registration shall bear date as of the day of application to the Manchester Branch, and shall have the same effect as if the application had been made to the Registrar on that day.

(7) When any mark is removed from or any cancellation or correction made in the Manchester register notice thereof shall be

given by the Registrar to the Keeper of Cotton Marks, who shall alter the duplicate register accordingly.

(8) For the purpose of all proceedings in relation to trade marks entered in the Manchester register a certificate under the hand of the Keeper of Cotton Marks shall have the same effect as a certificate of the Registrar.

(9) In every application for registration of a cotton mark, if such mark has been used by the applicant or his predecessors in business prior to the date of application, the length of time of such user shall be stated on the application.

(10) As from the passing of this Act—

(a) In respect of cotton piece goods and cotton yarn no mark consisting of a word or words alone (whether invented or otherwise) shall be registered, and no word or words shall be deemed to be distinctive in respect of such goods :

(b) In respect of cotton piece goods no mark consisting of a line heading alone shall be registered, and no line heading shall be deemed to be distinctive in respect of such goods :

(c) No registration of a cotton mark shall give any exclusive right to the use of any word, letter, numeral, line heading, or any combination thereof.

(11) The right of inspection of the Manchester register shall extend to and include the right to inspect all applications whatsoever that have been since the passing of the Trade Marks Registration Act, 1875, and hereafter shall have been made to the Manchester Branch in respect of cotton goods in classes 23, 24 and 25, whether registered, refused, lapsed, expired, withdrawn, abandoned, cancelled, or pending.

(12) The Keeper of Cotton Marks shall, on request, and on production of a facsimile of the mark, and on payment of the prescribed fee, issue a certified copy of the application for registration of any cotton mark, setting forth in such certificate the length of time of user (if any) of such mark as stated on the application, and any other particulars he may deem necessary.

(13) As regards any rules or forms affecting cotton marks which are proposed by the Board of Trade to be made, the draft of the same shall be sent to the Keeper of Cotton Marks and also to the Manchester Chamber of Commerce. And the said Keeper, and also the said Chamber, shall, if they or either of them so request, be entitled to be heard by the Board of Trade upon such proposed rules before the same are carried into effect.

(14) The existing practice whereby the keeper of the Manchester Branch consults the Trade and Merchandise Marks Committee appointed by the Manchester Chamber of Commerce upon questions

of novelty or difficulty arising on applications to register cotton marks shall be continued by the Keeper of Cotton Marks.

International and Colonial Arrangements.

65. The provisions of sections one hundred and three and one hundred and four of the Patents, Designs, and Trade Marks Act, 1883 (as amended by the Patents, Designs, and Trade Marks (Amendment) Act, 1885), relating to the registration of trade marks both as enacted in such Acts and as applied by any Order in Council made thereunder, shall be construed as applying to trade marks registrable under this Act.

International and colonial arrangements.
48 & 49 Vict. c. 63.

Offences.

66. If any person makes or causes to be made a false entry in the 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 misdemeanour.

Falsification of entries in register.

67.—(1) Any person who represents a trade mark as registered which is not so, shall be liable for every offence on summary conviction to a fine not exceeding five pounds.

Penalty on falsely representing a trade mark as registered.

(2) A person shall be deemed, for the purposes of this enactment, to represent that a trade mark is registered, if he uses in connection with the trade mark the word "registered," or any words expressing or implying that registration has been obtained for the trade mark.

Royal Arms.

68. If any person, without the authority of his Majesty, uses in connection with any trade, business, calling, or profession, the royal arms (or arms so closely resembling the same as to be calculated to deceive) in such manner as to be calculated to lead to the belief that he is duly authorised so to use the royal arms, or if any person without the authority of his Majesty or of a member of the royal family, uses in connection with any trade, business, calling, or profession any device, emblem, or title in such manner as to be calculated to lead to the belief that he is employed by or supplies goods to his Majesty or such member of the royal family, he may, at the suit of any person who is authorised to use such arms or such device, emblem, or title, or is authorised by the Lord Chamberlain to take proceedings in that behalf, be restrained by

Unauthorised assumption of Royal Arms.

injunction or interdict from continuing so to use the same: Provided that nothing in this section shall be construed as affecting the right, if any, of the proprietor of a trade mark containing any such arms, device, emblem, or title to continue to use such trade mark.

Courts.

General
saving for
jurisdiction
of Courts.

69. 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 trade marks; and with reference to any such proceedings in Scotland the term "the Court" shall mean the Court of Session; and with reference to any such proceedings in Ireland the term "the Court" shall mean the High Court of Justice in Ireland.

Isle of Man.

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

- (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 trade mark competent to those Courts:
- (2) The punishment for a misdemeanour 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:
- (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.

Jurisdiction
of Lancashire
Palatine
Court.

71. 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 Branch, have the like jurisdiction under this Act as his Majesty's High Court of Justice in England, and the expression "the Court" in this Act shall be construed and have effect accordingly:

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

Offences in
Scotland.

72. In Scotland any offence under this Act declared to be punishable on summary conviction may be prosecuted in the Sheriff Court.

Repeal; Savings.

73. The enactments described in the schedule to this Act are repealed to the extent mentioned in the third column, but this repeal shall not affect any rule, table of fees, or classification of goods made under any enactment so repealed, but every such rule, table of fees, or classification of goods shall continue in force as if made under this Act until superseded by rules, tables of fees, or classification under this Act.

Repeal and saving for rules, &c.

74. The provisions of sections eighty-two to eighty-four of the Patents, Designs, and Trade Marks Act, 1883, as amended by any subsequent enactment, shall continue to apply with respect to the administration at the Patent Office of the law relating to the registration of trade marks, and shall accordingly be construed as if this Act formed part of that Act.

Application of 46 & 47 Vict. c. 57, ss. 82—84.

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Section 73.

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Session and Chapter.	Short Title.	Extent of Repeal.
46 & 47 Vict. c. 57.	The Patents, Designs, and Trade Marks Act, 1883.	Sections sixty-two to eighty-one, and, so far as they respectively relate to trade marks, sections eighty-five to ninety-nine, one hundred and one, one hundred and two, one hundred and five, one hundred and eight, and one hundred and eleven to one hundred and seventeen.
51 & 52 Vict. c. 50.	The Patents, Designs, and Trade Marks Act, 1888.	Sections eight to twenty, and, so far as they respectively relate to trade marks, sections twenty-one to twenty-six.

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