

Copy for the
applicant.

54. On receipt of such notice the copy thereof shall be transmitted by the Comptroller to the applicant.

Opponent's
evidence.

55. Within 14 days after the expiration of one month from the first advertisement of the application for leave to amend, the opponent may leave at the Patent Office statutory declarations in support of his opposition, and on so leaving shall deliver to the applicant a list thereof.

Further pro-
ceedings.

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

Require-
ments
thereon.

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

Leave by
order of
Court.

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

Advertise-
ment of
amend-
ment.

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

COMPULSORY LICENCES.

Petition for
compulsory
grant of
licences.

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

To be left
with evi-
dence at
Patent
Office.

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

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

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

Directions
as to further
proceedings
unless
petition
refused.

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

Procedure.

Petitioner's
evidence.

64. Within 14 days after the day of such delivery the patentee shall leave at the Patent Office his affidavits or statutory declarations in opposition to the petition, and deliver copies thereof to the petitioner.

Patentee's
evidence.

65. The petitioner within 14 days from such delivery shall leave at the Patent Office his affidavits, or statutory declarations in reply, and deliver copies thereof to the patentee; such last-mentioned affidavits or declarations shall be confined to matters strictly in reply.

Evidence
in reply.

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

Further
proceed-
ings.

REGISTER OF PATENTS.

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

Entry of
grant.

Request for
entry of
subsequent
proprietary-
ship.

68. Where a person becomes entitled to a patent or to any share or interest therein, by assignment either throughout the United Kingdom and the Isle of Man, or for any place or places therein, or by transmission or other operation of law, a request for the entry of his name in the register as such complete or partial proprietor of the patent, or of such share or interest therein, as the case may be, shall be addressed to the Comptroller, and left at the Patent Office.

Signature
of request.

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

Particulars
to be stated
in request.

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

Production
of docu-
ments of
title and
other proof.

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

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

Copies for
Patent
Office.

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

As to a document which is a matter of record, an official

or certified copy shall be left with the request in lieu of an attested copy.

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

74. Where an order has been made by her Majesty in Council for the extension of a patent for a further term or for the grant of a new patent, or where an order has been made by the Court for the revocation of a patent or the rectification of the register under Section 90 of the Act of 1883, or otherwise affecting the validity or proprietorship of the patent, the person in whose favour such order has been made shall forthwith leave at the Patent Office an office copy of such order. The register shall thereupon be rectified, or the purport of such order shall otherwise be duly entered in the register, as the case may be. Entry of Orders of the Privy Council or of the Court.

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

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

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

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

- (a) Christmas Day, Good Friday, the day observed as her Majesty's birthday, days observed as days of public fast or thanksgiving, and days observed as holidays at the Bank of England; or

- (b) Days which may from time to time be notified by a placard posted in a conspicuous place at the Patent Office ;
- (c) Times when the register is required for any purpose of official use.

Certified
copies of
documents.

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

POWER TO DISPENSE WITH EVIDENCE, &c.

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

REPEAL.

Repeal.

81. All general Rules heretofore made by the Board of Trade under the Patents Designs and Trade Marks Acts, 1883 to 1888, and in force on the 31st day of March, 1890, shall be and they are hereby repealed as from that date, without prejudice, nevertheless, to anything done under such Rules, or to any application then pending.

Dated the 31st day of March, 1890.

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

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

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

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

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.

FIRST SCHEDULE.

(AMENDED IN CONFORMITY WITH THE PATENTS RULES, 1892.)

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

Up to Sealing.

	£	s.	d.	£	s.	d.
1. On application for provisional protection ...	1	0	0			
2. On filing complete specification	3	0	0			
	<hr/>			4	0	0

or

3. On filing complete specification with first application	4	0	0
4. On appeal from Comptroller to Law Officer. By appellant	3	0	0
5. On notice of opposition to grant of patent. By opponent	0	10	0
6. On hearing by Comptroller. By applicant and by opponent respectively	1	0	0

On application to amend specification :—

7. Up to sealing. By applicant	1	10	0
8. After sealing. By patentee	3	0	0
9. On notice of opposition to amendment. By opponent	0	10	0
10. On hearing by Comptroller. By applicant and by opponent respectively	1	0	0
11. On application to amend specification during action or proceeding. By patentee	3	0	0
12. On application to the Board of Trade for a compulsory licence. By person applying	5	0	0
13. On opposition to grant of compulsory licence. By patentee	5	0	0

On certificate of renewal :—

14. Before the expiration of the fourth year from the date of the patent, and in respect of the fifth year	5	0	0
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338 FEES PAYABLE IN CONNECTION WITH LETTERS PATENT.

		£	s.	d.
15.	Before the expiration of the fifth year from the date of the patent, and in respect of the sixth year	6	0	0
16.	Before the expiration of the sixth year from the date of the patent, and in respect of the seventh year	7	0	0
17.	Before the expiration of the seventh year from the date of the patent, and in respect of the eighth year	8	0	0
18.	Before the expiration of the eighth year from the date of the patent, and in respect of the ninth year	9	0	0
19.	Before the expiration of the ninth year from the date of the patent, and in respect of the tenth year	10	0	0
20.	Before the expiration of the tenth year from the date of the patent, and in respect of the eleventh year	11	0	0
21.	Before the expiration of the eleventh year from the date of the patent, and in respect of the twelfth year	12	0	0
22.	Before the expiration of the twelfth year from the date of the patent, and in respect of the thirteenth year	13	0	0
23.	Before the expiration of the thirteenth year from the date of the patent, and in respect of the fourteenth year	14	0	0

On enlargement of time for payment of renewal fees :—

24.	Not exceeding one month	1	0	0
25.	„ two months	3	0	0
26.	„ three months	5	0	0
27.	For every entry of an assignment, transmission, agreement, licence, or extension of patent ...	0	10	0
28.	For duplicate of letters patent each	2	0	0

FEEs PAYABLE IN CONNECTION WITH LETTERS PATENT. 339

29.	On notice to Comptroller of intended exhibition of a patent under Section 39	£	s.	d.
	....	0	10	0
30.	Search or inspection fee ...	0	1	0
31.	For office copies ... every 100 words (but never less than one shilling)	0	0	4
32.	For office copies of drawings, cost according to agreement.			
33.	For certifying office copies, MSS. or printed, each	0	1	0
34.	On request to Comptroller to correct a clerical error			
	up to sealing	0	5	0
	after sealing	1	0	0
35.	For certificate of Comptroller under Section 96	0	5	0
36.	For altering address in register	0	5	0
37.	For enlargement of time for filing complete specification, not exceeding one month	2	0	0
38.	For enlargement of time for acceptance of complete specification :—			
	Not exceeding one month	2	0	0
	„ two months	4	0	0
	„ three months	6	0	0

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

4th July 1892.

Approved:—**SIDNEY HERBERT,**
HERBERT EUSTACE MAXWELL,
Lords Commissioners of Her Majesty's Treasury.

SECOND SCHEDULE.

F O R M S.

A.—Form of Application for Patent.

A1.— „ „ „ communicated from abroad.

B.— „ Provisional Specification.

C.— „ Complete „

D.— „ Opposition to Grant of Patent.

E.— „ Application for Hearing by Comptroller.

F.— „ „ to Amend Specification or Drawings.

G.— „ Opposition to Amendment of Specification or Drawings.

H.— „ Application for Compulsory Grant of Licence.

H1.— „ Petition for Compulsory Grant of Licences.

I.— „ Opposition to Compulsory Grant of Licence.

J.— „ Application for Certificate of Payment or Renewal.

K.— „ Application for Enlargement of Time for Payment of
Renewal Fee.

L.— „ Request to Enter Name upon the Register of Patents.

M.— „ Request to Enter Notification of Licence in Register.

N.— „ Application for Duplicate of Letters Patent.

O.— „ Notice of Intended Exhibition of Unpatented Invention.

P.— „ Request for Correction of Clerical Error.

Q.— „ Certificate of Comptroller.

R.— „ Notice for Alteration of an Address in Register.

S.— „ Application for Entry of Order of Privy Council in
Register.

T.— „ Appeal to Law Officer.

U.— „ Application for Extension of Time for Leaving a
Complete Specification.

V.— „ Application for Extension of Time for Acceptance of
Complete Specification.

**PATENTS, DESIGNS, AND TRADE MARKS ACTS,
1883 to 1888.**

(N.B.—THIS HEADING SHOULD APPEAR AT THE TOP OF EACH OF THE
FOLLOWING FORMS.)

FORM A.

(To be accompanied by two copies of Form B or of Form C.)

APPLICATION FOR PATENT.

I (or We) [here insert name and full address and calling of applicant or applicants] do hereby declare that I am [or we are] in possession of an invention the title of which is [here insert title of invention]; that [in the case of more than one applicant state whether all, or if not, who is or are the inventor or inventors] I am [or we are] the true and first inventor [or inventors] thereof; and that the same is not in use by any other person or persons to the best of my [or our] knowledge and belief; and I [or we] humbly pray that a Patent may be granted to me [or us] for the said invention.

Dated _____ day of _____ 18 ____

[To be signed by applicant or applicants. In the case of a firm, each member of the firm must sign.]

To the Comptroller,

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

NOTE.—Where application is made through an Agent (Rule 8), an authorisation to the following effect should be signed by the applicant or applicants :—

I [or We] hereby appoint _____ of _____
to act as my [or our] Agent in respect of the accompanying application for a Patent, and request that all notices, requisitions, and communications relating thereto may be sent to such Agent at the above address.

Dated the _____ day of _____ 18 ____

[To be signed by applicant or applicants.]

To the Comptroller &c.

Where application is made without an Agent (Rule 9), a request to the following effect should accompany the application:—

I [*or We*] hereby request that all notices, requisitions, and communications in respect of the accompanying application for a Patent may be sent to me [*or us*] at_____

Dated the_____ day of_____ 18_____

[To be signed by applicant or applicants.]

To the Comptroller &c.

FORM A1.

(To be accompanied by two copies of Form B or Form C.)

APPLICATION FOR PATENT FOR INVENTIONS COMMUNICATED FROM ABROAD.

I (*or We*) [here insert name and full address and calling of applicant] of_____ in the county of_____ do hereby declare that I am [*or we are*] in possession of an invention the title of which is [here insert title of invention], which invention has been communicated to me [*or us*] by [here insert name, address, and calling of communicant]; that I [*or we*] claim to be the true and first inventor thereof; and that the same is not in use within the United Kingdom of Great Britain and Ireland and the Isle of Man by any other person or persons to the best of my [*or our*] knowledge and belief; and I [*or we*] humbly pray that a Patent may be granted to me [*or us*] for the said invention.

Dated the_____ day of_____ 18_____

[To be signed by applicant or applicants.]

To the Comptroller &c.

NOTE.—Where application is made through an Agent (Rule 8), an authorisation as above should be signed by the applicant or applicants.

FORM A2.**APPLICATION FOR PATENT UNDER INTERNATIONAL AND COLONIAL
ARRANGEMENTS.**

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

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

[Signature of applicant or of each of the applicants.]

To the Comptroller &c.

FORM B.

(To be issued with **Form A, A1, or A2.**)

PROVISIONAL SPECIFICATION.

(To be furnished in duplicate.)

[Here insert title as in declaration.]

I (or We) [here insert name and full address and calling of applicant or applicants as in declaration] do hereby declare the nature of this invention to be as follows [here insert short description of invention].

NOTE.—No stamp is required on this document, which must form the commencement of the Provisional Specification; the continuation to be upon wide-ruled foolscap paper (but on one side only),

with a margin of two inches on left hand of paper. The Provisional Specification and the "duplicate" thereof must be signed by the applicant, or his agent, on the last sheet, the date being first inserted as follows :—

" Dated this _____ day of _____ 18__"

To the Comptroller &c.

FORM C.

Where Provisional Specification has been left, quote number and date.

No. _____ Date _____

COMPLETE SPECIFICATION.

(To be furnished in duplicate, one unstamped.)

[Here insert title as in declaration.]

I (or We) [here insert name and full address and calling of applicant or applicants as in declaration] do hereby declare the nature of this invention and in what manner the same is to be performed to be particularly described and ascertained in and by the following statement: [here insert full description of invention, which must end with a distinct statement of claim or claims, in the following form:—"Having now particularly described and ascertained the nature of my (or our) said invention, and in what manner the same is to be performed, I (or we) declare that what I (or we) claim is]—

1. }
2. } [Here state distinctly the features of novelty claimed.]
3. }

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

" Dated this _____ day of _____ 18__"

To the Comptroller &c.

FORM D.

FORM OF OPPOSITION TO GRANT OF PATENT.

(To be accompanied by an unstamped copy.)

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

Signed [here insert signature of opponent].

To the Comptroller &c.

FORM E.

FORM OF APPLICATION FOR HEARING BY THE COMPTROLLER.

(In Cases of Refusal to Accept, Opposition, or Applications for Amendments, &c.)

SIR,—I (or We), of [here insert address,] hereby apply to be heard in reference to _____ and request that I [or we] may receive due notice of the day fixed for the hearing.

I am [or We are], Sir,

Your obedient Servant,

To the Comptroller &c.

FORM F.

FORM OF APPLICATION FOR AMENDMENT OF SPECIFICATION OR DRAWINGS.

I (or We) [here state name and full address of applicant or patentee] seek leave to amend the Specification of Letters Patent No. _____ of 18 _____, as shown in red ink in the copy of the original Specification hereunto annexed.

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

Signed [to be signed by applicant or applicants].

To the Comptroller &c.

FORM G.

FORM OF OPPOSITION TO AMENDMENT OF SPECIFICATION OF DRAWINGS.

(To be accompanied by an unstamped copy.)

I (*or* We) [here state name and full address of opponent] hereby give notice of objection to the proposed amendment of the Specification or drawings of Letters Patent No. _____ of 18 _____ for the following reason [here state reason of opposition].

(Signed) _____

To the Comptroller &c.

FORM H.

FORM OF APPLICATION FOR COMPULSORY GRANT OF LICENCE.

(To be accompanied by an unstamped copy.)

I (*or* We) [here state name and full address of applicant] hereby request you to bring to the notice of the Board of Trade the accompanying petition for the grant of a licence to me [*or* us] by [here state name and address of patentee, and number and date of his patent].

(Signed) _____

To the Comptroller &c.

NOTE.—The petition must clearly set forth the facts of the case and be accompanied by an examined copy thereof. (See Form H1.)

FORM H1.

FORM OF PETITION FOR COMPULSORY GRANT OF LICENCES.

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

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

SHOWETH as follows :—

1. A patent dated _____ No. _____ was duly granted to _____
for an invention of [here insert title of invention].

2. The nature of my interest in the matter of this petition is
as follows :—[here state fully the nature of petitioner's interest].

3. [Here state in detail the circumstances of the case under Section 22 of the said Act, and show that it arises by reason of the default of the patentee to grant licences on reasonable terms. The statement of the case should also show as far as possible that the terms of the proposed order are just and reasonable. The paragraphs should be numbered consecutively.]

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

Your petitioner therefore prays that an order may be made by the Board of Trade [here state the purport and effect of the proposed order and the terms as to the amount of royalties, security for payment, or otherwise, upon which the petitioner claims to be entitled to the relief in question], or that the petitioner may have such other relief in the premises as the Board of Trade may deem just.

FORM I.

FORM OF OPPOSITION TO COMPULSORY GRANT OF LICENCE.

I (or We) [here state name and full address] hereby give notice of objection to the application of _____ for the compulsory grant of a licence under Patent No. _____ of 18 .

(Signed) _____

To the Comptroller &c.

FORM J.

APPLICATION FOR CERTIFICATE OF PAYMENT OR RENEWAL.

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

[Here insert name and full address.]

To the Comptroller &c.

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

CERTIFICATE OF PAYMENT OR RENEWAL.

Letters Patent No. _____ of 18__

_____ 18__

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

Patent Office, London.



* See Section 17 of the Patents, Designs, and Trade Marks Act, 1893.

FORM K.

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

SIR,—I hereby apply for an enlargement of time for _____ month in which to make the _____ payment of £ _____ upon my Patent No. _____ of 18__

The circumstances in which the payment was omitted are as follows. (See Rule 49.)

I am Sir,

Your obedient Servant,

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

To the Comptroller &c.

FORM L.

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

I (or We) [here insert name, full address, and description] hereby request that you will enter my name [or our names] in the Register of Patents.

I [or We] claim to be entitled [here insert the nature of the claim] of the Patent No. _____ of 18__ , granted to [here give name and address &c. of patentee or patentees] for [here insert

title of the invention], by virtue of [here specify the particulars of such document, giving its date, and the parties to the same, and showing how the claim here made is substantiated].

And in proof whereof I [or we] transmit the accompanying [here insert the nature of the document], with an attested copy thereof.

[Where any document which is a matter of record is required to be left, a certified or official copy in lieu of an attested copy must be left.]

I am [or We are], Sir,

Your obedient Servant.

To the Comptroller &c.

FORM M.

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

SIR,—I hereby transmit an attested copy of a licence granted to me by _____

under Patent No. _____ of 18____, as well as the original licence for verification, and I have to request that a notification thereof may be entered in the Register.

I am, Sir,

Your obedient Servant,

[Here insert full address.]

To the Comptroller &c.

FORM N.

APPLICATION FOR DUPLICATE OF PATENT.

Date _____ 18____

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

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

[Signature of Applicant.]

To the Comptroller &c.

FORM O.**NOTICE OF INTENDED EXHIBITION OF AN UNPATENTED INVENTION.**

I (*or We*) [here state name and full address of applicant] hereby give notice of my [*or our*] intention to exhibit a _____ of _____ at the _____ Exhibition, which [state "opened" or "is to open"] on the _____ day of _____ 18____, under the provisions of the Patents, Designs, and Trade Marks Act of 1883.

I (*or We*) herewith enclose [insert brief description of invention, with drawings if necessary].

(Signed) _____

To the Comptroller &c.

FORM P.**FORM OF REQUEST FOR CORRECTION OF CLERICAL ERROR.**

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

Signature _____

Full Address _____

To the Comptroller &c.

FORM Q.**CERTIFICATE OF COMPTROLLER-GENERAL.**

Patent Office, London, 18

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

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

FORM R.

FORM OF NOTICE FOR ALTERATION OF AN ADDRESS IN REGISTER.

SIR,—I (*or We*) [here state name or names and full address of applicant or applicants] hereby request that_____address now upon the register may be altered as follows [here insert full address].

I am [*or We are*], Sir,

Your obedient Servant,

To the Comptroller &c.

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

I (*or We*) [here state name and full address of applicant] hereby transmit an office copy of an Order in Council with reference to [here state the purport of the Order].

I am [*or We are*], Sir,

Your obedient Servant,

To the Comptroller &c.

FORM T.

FORM OF APPEAL TO LAW OFFICER.

I (*or We*) [here insert name and full address of appellant] hereby give notice of my [*or our*] intention to appeal to the Law Officer from [here insert "the decision" or "that part of the decision" as the case may be] of the Comptroller of the_____day of_____18_____, whereby he [here insert "refused (*or allowed*) application for Patent," or "refused (*or allowed*) application for leave to amend Patent," or otherwise, as the case may be] No. [here insert number] of the year 18_____.

Signature_____

Date _____

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

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

SIR,—I (*or We*) hereby apply for extension of time for one month in which to leave a Complete Specification upon application.

No. _____ Dated _____ 18

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

I am [*or We are*], Sir,

Your obedient Servant,

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

To the Comptroller &c.

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

SIR,—I (*or We*) hereby apply for an extension of time for _____ month for the acceptance of the Complete Specification upon application No. _____ dated _____

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

I am [*or We are*], Sir,

Your obedient Servant,

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

To the Comptroller &c.

31st March, 1890.

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

DESIGNS RULES, 1890 TO 1893 (CONSOLIDATED).

NOTE.—THE RULES REPEALED ARE PRINTED IN ITALICS.
THE SUBSTITUTED MATTER FROM THE RULES OF
1893 IS IN HEAVIER TYPE.

BY VIRTUE of the provisions of the Patents, Designs,
and Trade Marks Acts, 1883 to 1888, the Board of Trade
do hereby make the following Rules:—

PRELIMINARY.

1. These Rules may be cited as the Designs Rules,
1890, and shall come into operation from and immediately
after the 31st day of March, 1890.

Note.—The Designs Rules of 1893 are cited as such, and came
into operation from the 30th November, 1893.

INTERPRETATION.

2. In the construction of these Rules any words herein
used defined by the said Acts shall have the meanings
thereby assigned to them respectively.

Interpreta-
tion.

FEES.

3. The fees to be paid under the said Act, so far as it
relates to applications for and registration of designs, shall
be the fees specified in the First Schedule hereto.

Fees.

FORMS.

Repealed.

[4. *An application for the registration of a design shall be made in the Form E or Form C in the Second Schedule hereto. The remaining forms in such Schedule may be used in all cases to which they are applicable.*]

Forms.

Designs
Rules 1893.

4. An application for the registration of a design for articles not being lace shall be made in the form E or form C in the Second Schedule hereto. An application for one design to be applied to lace shall be made in the form E1 in the Second Schedule hereto, and for one design to be applied to a set of lace articles shall be made in the form C1 in the Second Schedule hereto. A request for registration of the name of any subsequent proprietor of a lace design or set of lace designs shall be made in the form K1 in the Second Schedule hereto. The remaining forms in such Schedule may be used in all cases to which they are applicable.

CLASSIFICATION OF GOODS.

Classifi-
cation of
goods.

5. For the purposes of the registration of designs and of these Rules, goods are classified in the manner appearing in the Third Schedule hereto.

APPLICATION FOR REGISTRATION.

Agents.

6. All communications between an applicant for the registration of a design and the Comptroller or the Board of Trade, as the case may be, may be made by or through an agent duly authorised to the satisfaction of the Comptroller.

Address of
Comp-
troller.

7. An application for the registration of a design shall, with the prescribed fee, be left at the Patent Office, Designs Branch, or be sent prepaid by post, addressed to the Comptroller at the Patent Office (Designs Branch), 25 Southampton Buildings, Chancery Lane, London.

Size of
papers.

8. An application for the registration of a design, and all drawings, sketches, photographs, or tracings of a design,

and all other documents sent to or left at the Patent Office (Designs Branch), or otherwise furnished to the Comptroller or to the Board of Trade, shall be written, printed, copied, or drawn upon strong wide-ruled foolscap paper (on one side only), of the size of 13 inches by 8 inches, leaving a margin of not less than one inch and a half on the left-hand part thereof, and the signature of the applicants or agents thereto must be written in a large and legible hand.

The Comptroller may in any particular case vary the requirements of this rule as he may think fit.

9. An application for the registration of a design shall be accompanied by a sketch or drawing, or by three exactly similar drawings, photographs, or tracings of the design, or by three specimens of the design, and shall, in describing the nature of the design, state whether it is applicable for the pattern or for the shape or configuration of the design, and the means by which it is applicable.

Sketches
and
drawings.

Nature of
design.

When sketches, drawings, or tracings are furnished they must be fixed.

When the articles to which designs are applied are not of a kind which can be pasted into books, drawings, photographs, or tracings of such designs shall be furnished.

10. If the Comptroller determines to register a design, he shall as soon as may be send to the applicant a certificate of such registration in the prescribed form, sealed with the seal of the Patent Office.

Notice of
registra-
tion.

11. Any application, notice, or other document authorised or required to be left, made, or given at the Patent Office or to the Comptroller or to any other person under these Rules may be sent by a prepaid letter through the post, and if so sent shall be deemed to have been left, made, or given respectively at the time when the letter containing the same would be delivered in the ordinary course of post.

Applica-
tions may
be sent by
post.

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

EXERCISE OF DISCRETIONARY POWERS.

Hearing
by Comp-
troller.

12. Before exercising any discretionary power given to the Comptroller by the said Acts adversely to the applicant for registration of a design the Comptroller shall (if so required by the applicant within one month from the date of the Comptroller's objection) give the applicant an opportunity of being heard personally or by his agent by sending the applicant ten days' notice of a time when he may be so heard.

Hearing
by Comp-
troller.

13. Within five days from the date when such notice would be delivered in the ordinary course of post, the applicant shall notify to the Comptroller whether or not he intends to be heard upon the matter.

Notification
of Comp-
troller's
decision.

14. The decision or determination of the Comptroller in the exercise of any such discretionary power as aforesaid shall be notified to the applicant.

APPEAL TO THE BOARD OF TRADE.

Notice of
appeal to
Board of
Trade.

15. Where the Comptroller refuses to register a design, and the applicant intends to appeal to the Board of Trade from such refusal, he shall, within one month from the date of the decision appealed against, leave at the Patent Office, Designs Branch, a notice of such his intention.

Statement
on appeal.

16. Such notice shall be accompanied by a statement of the grounds of appeal, and of the applicant's case in support thereof.

Notice to
Secretary
of Board of
Trade.

17. The applicant shall forthwith, on leaving such notice, send a copy thereof to the Secretary of the Board of Trade, No. 7 Whitehall Gardens, London.

Directions
by Board of
Trade.

18. 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 for the Board of Trade.

Notice of
time of
hearing.

19. 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 Comptroller and the applicant.

REGISTER OF DESIGNS.

20. Upon the sealing of a certificate of registration the Comptroller shall cause to be entered in the Register of Designs the name, address, and description of the registered proprietor, and the date upon which the application for registration was received by the Comptroller, which day shall be deemed to be the date of the registration.

Registering
design.

21. Where a person becomes entitled to the copyright in a registered design, or to any share or interest therein, by assignment, transmission, or other operation of law, or where a person acquires any right to apply the design either exclusively or otherwise, a request for the entry of his name in the register as such proprietor of the design, or as having acquired such right, as the case may be (hereinafter called the claimant), shall be addressed to the Comptroller, and left at the Patent Office, Designs Branch.

Subsequent
proprietors.

22. Every such request shall, in the case of an individual, be made and signed by the person requiring to be registered as proprietor; and in the case of a firm or partnership, by some one or more members of such firm or partnership, or, in either case, by his or their agent respectively, duly authorised to the satisfaction of the Comptroller; and in the case of a body corporate, by their agent, authorised in like manner.

Signature
to request.

23. Every such request shall state the name, address, and description of the claimant, and the particulars of the assignment, transmission, or other operation of law by virtue of which the request is made, so as to show the manner in which and the person or persons to whom the design has been assigned or transmitted, or the person or persons who has or have acquired such right as aforesaid, as the case may be.

Particulars
in request.

24. Every such request shall be accompanied by a statutory declaration, to be thereunder written, verifying the several statements therein, and declaring that the particulars above described comprise every material fact and document affecting the proprietorship of the design or the right to

Statutory
declaration
with
request.

apply the same, as the case may be, as claimed by such request.

Proof of
title if
required.

25. The claimant shall furnish to the Comptroller such other proof of title as he may require for his satisfaction.

Corporate
name.

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

Notice to
Comp-
troller of
application
to rectify
Register.

27. Four clear days' notice of every application to the Court under Section 90 of the Patents, Designs, and Trade Marks Acts, 1883 to 1888, for rectification of the Register of Designs, shall be given to the Comptroller.

Notice of
order of
Court.

28. Where an order has been made by the Court, under Section 90 of the said Acts, the person in whose favour such order has been made shall forthwith leave at the Patent Office an office copy of such order. The register shall thereupon be rectified, or the purport of such order shall otherwise be duly entered in the register, as the case may be.

POWER TO DISPENSE WITH EVIDENCE.

Comp-
troller's
discretion
as to
evidence.

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

AMENDMENTS.

Amend-
ments.

30. Any document, drawings, sketches, or tracings for the amending of which no special provision is made by the said Act may be amended, and any irregularity in procedure

which, in the opinion of the Comptroller, may be obviated without detriment to the interests of any person may be corrected, if the Comptroller think fit, and upon such terms as he may direct.

ENLARGEMENT OF TIME.

31. The time prescribed by these Rules for doing any act or taking any proceeding thereunder may be enlarged by the Comptroller, if he think fit, and upon such terms as he may direct.

Enlargement of time.

MARKING GOODS.

[32. *Before the delivery on sale of any article to which a registered design has been applied, the proprietor of such design shall, if such article is included in any of the classes one to twelve in the Third Schedule hereto, cause each such article to be marked with the abbreviation "RD" and the number appearing on the certificate of registration, and shall, if such article is included in the classes thirteen or fourteen in the Third Schedule hereto, cause each such article to be marked with the abbreviation "REGD."*]

Registration marks.
Repealed.

32. Before delivery on sale of any article to which a registered design has been applied, the proprietor of such design shall, if such article is included in Class 13 or Class 14 in the Third Schedule hereto, cause each such article to be marked with the abbreviation Regd., and shall, if such article is included in any of the Classes 1 to 12 in the Third Schedule hereto, cause each such article to be marked with the abbreviation Rd., and also, in the case of articles other than lace, with the number appearing on the certificate of registration.

Registration mark.

Designs Rules 1893.

INSPECTION.

33. On such days and during such hours as the Comptroller shall from time to time determine and notify by a placard posted at the Patent Office any person paying the prescribed fee may, on production of the number of any design of which the copyright has ceased, inspect such

Office hours.

design, and any person paying the prescribed fee may take a copy or copies of such design.

CERTIFICATE BY COMPTROLLER.

Certificate
in legal pro-
ceeding.

34. Where a certificate is required for the purpose of any legal proceeding or other special purpose as to any entry, matter, or thing which the Comptroller is authorised by the said Act or these Rules to make or do, the Comptroller may, on a request in writing and on payment of the prescribed fee, give such certificate, which shall also specify on the face of it the purpose for which it has been requested as aforesaid.

SEARCHES ON PRODUCTION OF SKETCH OF DESIGN.

Search.

35. The Comptroller may, on receipt of the prescribed fee, make searches among the designs registered at the Patent Office, and inform any person requesting him so to do whether a particular design produced by such person, and to be applied to goods in any particular class, is or is not identical with or an obvious imitation of any registered design applied to such goods of which the copyright is still existing.

INDUSTRIAL AND INTERNATIONAL EXHIBITIONS.

Notice of
exhibition.

36. Any person desirous of exhibiting a design, or any article to which a design has been applied, at an industrial or international exhibition, or of publishing a description of a design during the period of the holding of the exhibition, shall, after having obtained from the Board of Trade a certificate that the exhibition is an industrial or international one, give to the Comptroller seven days' notice in writing of his intention to exhibit the design or article, or to publish a description of the design, as the case may be.

For the purpose of identifying the design in the event of an application to register the same being subsequently made, the applicant shall furnish to the Comptroller a brief description of the nature of the design, accompanied by a sketch or drawing thereof, and such other information as the Comptroller may in each case require.

REPEAL.

37. All general Rules as to the registration of Designs heretofore made by the Board of Trade under the Patents, Designs, and Trade Marks Acts, 1883 to 1888, and in force on the 31st day of March, 1890, shall be, and they are hereby, repealed, as from that date, without prejudice, nevertheless, to any proceeding which may have been taken under such Rules.

Repeal of
previous
Rules.

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

31st March, 1890.

SCHEDULES.

FIRST SCHEDULE.

(Amended in conformity with the Designs Rules, 1893.)

FEES.		£	s.	d.
1.	On application to register one design to be applied to single articles in each class, not being lace, and except articles in Classes 13 and 14	0	10	0
2.	On application to register one design to be applied to lace or to single articles in Classes 13 and 14 ...	0	1	0
3.	On application to register one design to be applied to a set of articles, not being lace, for each class of registration	1	0	0
3a.	On application to register one design to be applied to a set of lace articles	0	2	0
4.	On notice of appeal to Board of Trade against refusal of Comptroller to register	1	0	0
5.	Copy of certificate of registration, each copy	0	1	0
6.	On request for Certificate of Comptroller for legal proceedings or other special purpose	0	5	0
7.	On request to enter name of subsequent proprietor ...	same as registration fee.		
8.	On notice to Comptroller of intended exhibition of an unregistered design			
9.	Inspection of design in any case in which inspection is permitted by the Patents, Designs, and Trade Marks Acts, 1883 to 1888, and the Designs Rules thereunder, for each quarter of an hour...	0	1	0

10. Copy of one such design	{ cost accord- ing to agree- ment.		
	£	s.	d.
11. On request to correct clerical error	0	5	0
12. On request for search under Section 53	0	5	0
13. On request to enter new address	0	5	0
14. For office copy, every 100 words	0	0	4
	(but never less than 1s.)		
15. For certifying office copies, MSS. or printed	0	1	0

NOTE.—The term “set” to include any number of articles ordinarily on sale together, irrespective of the varieties of size and arrangement in which the particular design may be shown on each separate article.

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

Approved :—R. E. WELBY,
For the Lords Commissioners of Her Majesty's Treasury.

31st March, 1890.

SECOND SCHEDULE.

(Amended in conformity with the Designs Rules, 1893.)

FORMS.

Form of Application to Register.

- „ **Appeal to Board of Trade.**
- „ **Certificate of Registration.**
- „ **Application for Copy of Certificate of Registration.**
- „ **Request for Certificate for use in Legal Proceedings.**
- „ **Certificate for use in Legal Proceedings.**
- „ **Request to enter Name of Subsequent Proprietor.**
- „ **Notice of intending Exhibition of Unregistered Design.**
- „ **Request for Correction of Clerical Error or for entry of New Address.**
- „ **Request for Search under Section 53.**
- „ **Application to Register for a set of Articles.**
- „ **Application for Registration of a Lace Design in Class 9.**
- „ **Application for Registration of a Lace Design to be applied to a set.**
- „ **Request to enter Name of Subsequent Proprietor of a Lace Design or set of Lace Designs.**

**PATENTS, DESIGNS, AND TRADE MARKS ACTS,
1883 to 1888.**

[N.B.—THIS HEADING SHOULD APPEAR AT THE TOP OF EACH OF THE FOLLOWING FORMS.]

FORM E.

APPLICATION FOR REGISTRATION OF DESIGN IN CLASSES_____.

You are hereby requested to register the accompanying design in Class_____, in the name of [here insert legibly the name, address, and description of the individual or firm], who claims to be the proprietor thereof, and to return the same to_____.

Statement of nature of design [such as whether it is applicable for the pattern or for the shape].

(Signed) _____

[To be signed by the applicant.]

Dated the_____day of_____, 18__

To the Comptroller &c.

FORM F.

APPEAL TO BOARD OF TRADE ON REFUSAL OF COMPTROLLER TO
REGISTER A DESIGN.

(To be accompanied by an unstamped copy.)

SIR,—I hereby appeal against your decision upon my application to register_____, and beg to submit my case [the statement of the case to be written upon foolscap paper, on one side only, with a margin of two inches on the left-hand side thereof] for the decision of the Board of Trade.

I am, Sir,

Your obedient Servant,

To the Comptroller &c.

FORM G.

CERTIFICATE OF REGISTRATION OF DESIGN.

(Registered No.____.)

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

This is to certify that the Design of which this is a copy was registered this____day of____18____, in pursuance of the Patents, Designs, and Trade Marks Acts, 1883 to 1888, in respect of the application of such Design to articles in Class____, for which a copyright of five years is granted.

FORM H.

APPLICATION FOR COPY OF CERTIFICATE OF REGISTRATION OF DESIGN.

SIR,—I hereby request you to furnish me with a copy Certificate of Registration of Design No.____in Class____

(Signed)_____

Dated the____day of____18____

To the Comptroller &c.

FORM I.

REQUEST FOR CERTIFICATE FOR USE IN LEGAL PROCEEDINGS.

SIR,—I hereby request you to send me for the purpose of use in the suit of [here state the title of the legal proceeding or the other purpose for which the certificate is required] a certificate that the design of which a copy is herein enclosed was [here state the entry, matter, or thing which the writer wishes certified].

(Signed)_____

Dated the ____day of____18____

To the Comptroller &c.

FORM J.

CERTIFICATE FOR USE IN LEGAL PROCEEDINGS.

In the Matter of _____

No. _____

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

Witness my hand and seal this _____ day of _____ 18_____

Comptroller.

Patent Office &c.

FORM K.

REQUEST TO ENTER NAME OF SUBSEQUENT PROPRIETOR OF DESIGN,
WITH DECLARATION IN SUPPORT THEREOF.

I [here insert name, full address, and description] hereby
request that you will enter my name in the Register of Designs
as Proprietor of the Design No. _____ in Class _____

I am entitled as to the said Design [here state whether Design
transmitted by death, marriage, bankruptcy, or other operation of
law, and if entitled by assignment state the particulars thereof, as
e.g. "by deed dated the _____ day of _____ 18_____ made between
so-and-so of the one part"].

And I do solemnly and sincerely declare that the above several
statements are true, and the particulars above set out comprise
every material fact and document affecting the proprietorship of
the said Design as above claimed.

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. [This paragraph is not required
when the declaration is made out of the United Kingdom.]

[To be signed here by the person making the declaration.]

Declared at _____ this _____ day of _____ 18_____
before me [signature and title of the authority before whom the
declaration is made].

To the Comptroller &c.

FORM L.

NOTICE OF INTENDED EXHIBITION OF AN UNREGISTERED DESIGN.

I [here state name and address of applicant] hereby give notice of my intention to exhibit a _____ of _____ at the _____ Exhibition, which [state "opened" or "is to open"] on _____ 18____, under the provisions of the Patents, Designs, and Trade Marks Acts of 1883 to 1888 [insert brief description of Design, with drawing], and I herewith enclose a _____

Signed _____

Dated the _____ day of _____ 18____

To the Comptroller &c.

FORM M.

REQUEST FOR CORRECTION OF CLERICAL ERROR OR FOR ENTRY OF NEW ADDRESS.

SIR,—I hereby request that [state particulars].

(Signed) _____

Dated the _____ day of _____ 18____

To the Comptroller &c.

FORM N.

REQUEST FOR SEARCH UNDER SECTION 53.

SIR,—I hereby request that a search may be made in Class _____ [state object of search].

(Signed) _____

Dated the _____ day of _____ 18____

To the Comptroller &c.

FORM O.

APPLICATION FOR REGISTRATION OF DESIGN TO BE APPLIED TO A SET.

You are hereby requested to register the accompanying Design for [here set out the trade description of the articles in the set, as "a toilet set"], being a set of articles in Class_____in the name of [here insert legibly the name, address, and description of the individual or firm], who claims to be the proprietor thereof, and to return the same to_____

Statement of nature of Design [such as whether it is applicable for the pattern or for the shape].

[To be signed by the applicant.]

Dated the_____day of_____18_____

To the Comptroller &c.

FORM E1.

APPLICATION FOR REGISTRATION OF A LACE DESIGN IN CLASS 9.

You are hereby requested to register, without search, the accompanying Design in Class 9 in the name of [here insert legibly the name, address, and description of the individual or firm], who claims to be the proprietor thereof, and to return the same to_____

The nature of the design is the pattern.

Signed [To be signed by the Applicant or his Agent duly authorised. When signed by an Agent, there should be added to the signature "Agent duly authorised by authorisation dated the day of 18 "].

Dated the_____day of_____18_____

To the Comptroller &c.

FORM 01.

APPLICATION FOR REGISTRATION OF A LACE DESIGN TO BE APPLIED TO A SET.

You are hereby required to register, without search, the accompanying Design for a Set of Lace Articles in Class 9 in the name of [here insert legibly the name, address, and description of the individual or firm], who claims to be the proprietor thereof, and to return the same to_____

The nature of the design is the pattern.

Signed [to be signed by the Applicant or his Agent duly authorised. When signed by an Agent, there should be added to the signature "Agent duly authorised by authorisation dated the day of 18 "].

Dated the_____day of_____18_____

To the Comptroller &c.

FORM K1.

REQUEST TO ENTER NAME OF SUBSEQUENT PROPRIETOR OF A LACE DESIGN OR SET OF LACE DESIGNS.

The Comptroller is requested to enter the name of [here insert legibly the name, address, and description of the individual or firm] in respect of the proprietorship of the Registered Lace Design or Set of Lace Designs No._____in Class 9 in place of the name of_____at present appearing in the Register.

Signed [to be signed by the Registered Proprietor and by the Assignee].

Dated the_____day of_____18_____

To the Comptroller &c.

THIRD SCHEDULE.

CLASSIFICATION OF ARTICLES OF MANUFACTURE AND SUBSTANCES.

Classes.

1. Articles composed wholly or chiefly of metal, not included in Class 2.
2. Jewellery.
3. Articles composed wholly or chiefly of wood, bone, ivory, papier mâché, or other solid substances not included in other classes.
4. Articles composed wholly or chiefly of glass, earthenware, or porcelain, bricks, tiles, or cement.
5. Articles composed wholly or chiefly of paper (except hangings).
6. Articles composed wholly or chiefly of leather, including book-binding, of all materials.
7. Paper-hangings.
8. Carpets and rugs in all materials, floorcloths, and oilcloths.
9. Lace, hosiery.
10. Millinery and wearing apparel, including boots and shoes.
11. Ornamental needlework on muslin or other textile fabrics.
12. Goods not included in other classes.
13. Printed or woven designs on textile piece goods.
14. Printed or woven designs on handkerchiefs and shawls.

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

31st March, 1890.

TRADE MARKS RULES, 1890.

BY VIRTUE of the provisions of the Patents, Designs, and Trade Marks Acts, 1883 to 1888, the Board of Trade do hereby make the following Rules :—

PRELIMINARY.

1. These Rules may be cited as the Trade Marks Rules, 1890, and shall come into operation from and immediately after the 31st day of December, 1889.

INTERPRETATION.

Interpreta-
tion.

2. In the construction of these Rules any words herein used defined by the said Acts shall have the meanings thereby assigned to them respectively.

FEES.

Fees.

3. The fees to be paid in pursuance of the said Acts, so far as they relate to trade marks, shall be the fees specified in the First Schedule hereto.

FORMS.

Forms.

4. The Form F in the First Schedule to the Patents, Designs, and Trade Marks Act, 1883, shall be altered or amended by the substitution therefor of the Form F in the Second Schedule to these Rules.

5. (1) An application for registration of a trade mark shall be made in the Form F in the Second Schedule to these Rules. (2) The remaining forms in such Schedule may be used in all cases to which they are applicable.

CLASSIFICATION OF GOODS.

6. For the purposes of trade marks registration and of these Rules goods are classified in the manner appearing in the Third Schedule hereto.

Classifica-
tion of
goods.

If any doubt arises as to what class any particular description of goods belongs to, the doubt shall be determined by the Comptroller.

APPLICATION FOR REGISTRATION.

7. An application for registration of a trade mark, if made by any firm or partnership, may be signed by some one or more members of such firm or partnership, as the case may be.

Application
by firm.

If the application be made by a body corporate, it may be signed by the secretary or other principal officer of such body corporate.

8. Where a trade mark for registration of which application is made is in Classes 23, 24, or 25 of the Third Schedule to these Rules, the applicant shall address and send his application to the Manchester Trade Marks Branch, 48 Royal Exchange, Manchester. Other applications (except applications which under Section 81 of the said Acts should be made to the Cutlers' Company) shall be addressed and sent to the Patent Office, Trade Marks Branch, 25 Southampton Buildings, Chancery Lane, London, W.C.

Address of
application.

9. An application for registration and all other communications between the applicant and the Comptroller may be made by or through an agent duly authorised to the satisfaction of the Comptroller.

Agency.

10. On receipt of the application the Comptroller shall furnish the applicant with an acknowledgment thereof.

Acknow-
ledgment of
application.

11. Where application is made to register a trade mark which was used by the applicant or his predecessors in business before the 13th of August, 1875, the application shall contain a statement of the time during which and of the person by whom it has been so used in respect of the goods mentioned in the application.

Contents of
form of
application.

Size &c. of documents.

12. Subject to any other directions that may be given by the Comptroller, all applications, notices, counter-statements, representations of marks, papers having representations affixed, or other documents required by the said Acts or by these Rules to be left with or sent to the Comptroller or to the Cutlers' Company shall be upon foolscap paper of a size of 13 inches by 8 inches, and shall have on the left-hand part thereof a margin of not less than one inch and a half.

Representations of trade mark.

13. Subject to any other directions that may be given by the Comptroller, three representations of each trade mark, except in the case of marks applied for in Classes 23 to 35 inclusive, must be supplied upon paper of the size aforesaid, and must be of a durable nature. One of such representations must be made upon or affixed to the form of application, the others upon separate half-sheets. In the case of trade marks exceeding the limits of the foolscap paper of the size aforesaid, such marks may be pasted and folded upon the sheets of foolscap.

In the case of marks applied for in Classes 23 to 35 inclusive, the applicant shall supply four representations of each mark for each class.

Where a drawing or other representation or specimen cannot be given in manner aforesaid, a specimen or copy of the trade mark may be sent either of full size or on a reduced scale, and in such form as the Comptroller may think most convenient.

The Comptroller may, if dissatisfied with the representation of a trade mark, require a fresh representation, either before he proceeds with the application or before he registers the trade mark.

The Comptroller may also, in exceptional cases, deposit in the Patent Office a specimen or copy of any trade mark which cannot conveniently be shown by a representation, and may refer thereto in the register in such manner as he may think fit.

Representations of a series of trade marks.

14. When an application relates to a series of trade marks differing from one another in respect of the particulars mentioned in Section 66 of the said Acts, a

representation of each trade mark of the series shall be made or affixed upon the form of application, and also upon each of the separate half-sheets of paper aforesaid.

15. Wherever a mark consists of or includes words printed in other than Roman character, there shall be given at the foot or on the back of each representation a translation of such words, signed by the applicant or his agent.

Translation
of foreign
characters.

16. Any application, statement, notice, or other document authorised or required to be left, made, or given at the Patent Office, or to the Comptroller, or to any other person under these Rules, may be sent by a prepaid letter through the post, and if so sent shall be deemed to have been left, made, or given respectively at the time when the letter containing the same would be delivered in the ordinary course of post.

Mode of
sending
notices &c.

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

EXERCISE OF DISCRETIONARY POWERS.

17. Before exercising any discretionary power given to the Comptroller by the said Acts adversely to the applicant for registration of a trade mark, the Comptroller shall (if so required by the applicant within one month from the date of the Comptroller's objection) give the applicant an opportunity of being heard personally or by his agent by sending the applicant ten days' notice of a time when he may be so heard.

Hearing by
Comp-
troller.

18. Within five days from the date when such notice would be delivered in the ordinary course of post the applicant shall notify to the Comptroller whether or not he intends to be heard upon the matter.

Notice of
wish to be
heard
before
Comp-
troller.

19. The decision of the Comptroller in the exercise of any such discretionary power as aforesaid shall be notified to the applicant.

Notifica-
tion of
decision.

APPEAL TO THE BOARD OF TRADE.

Notice of
appeal.

20. When any person intends to appeal to the Board of Trade from a decision of the Comptroller in any case in which an appeal is given by the said Acts, he shall, within one month from the date of the decision appealed against, leave at the Patent Office, Trade Marks Branch, a notice of such his intention.

Grounds of
appeal to
be stated.

21. Such notice shall be accompanied by a statement in writing of the grounds of appeal, and of the appellant's case in support thereof.

Trans-
mission of
notice.

22. A copy of the notice of intention to appeal, accompanied by a statement of the case, shall also be forthwith sent to the Secretary of the Board of Trade, No. 7 Whitehall Gardens, London; and where there has been an opposition before the Comptroller to the opponent or applicant as the case may be.

Directions
by Board.

23. The Board of Trade may thereupon give such directions (if any) as they may think fit with respect to evidence, or otherwise, for the purpose of the hearing of the appeal by the Board of Trade, or for the purpose of their referring the appeal to the Court to hear and determine the same.

Hearing of
appeal.

24. Where the Board of Trade intend to hear the appeal, 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, shall be given to the Comptroller and to the appellant, and where there has been an opposition before the Comptroller to the opponent or applicant as the case may be.

No appeal
unless
notice duly
given.

25. No appeal shall be entertained of which notice has not been given within one month from the date of the decision appealed against, or such further time as the Comptroller may allow, except by special leave of the Board of Trade.

Evidence
on appeal.

26. Subject to the directions and leave of the Board of Trade, the evidence to be used on an appeal to the Board of Trade in the matter of an opposition shall be the same as that used at the hearing before the Comptroller.

ADVERTISEMENT OF APPLICATION.

27. Every application shall be advertised by the Comptroller in the official paper during such times and in such manner as the Comptroller may direct, unless he refuse to entertain the application.

Advertisement of application.

If no representation of the trade mark be inserted in the official paper in connection with the advertisement of an application, the Comptroller shall refer in such advertisement to the place or places where a specimen or representation of the trade mark is deposited for exhibition.

28. The official paper for the purposes of these Rules shall be some paper published under the direction of the Board of Trade, or such other paper as such Board may from time to time direct.

Definition of official paper.

29. For the purposes of such advertisement the applicant may be required to furnish a wood block or electrotpe (or more than one, if necessary) of the trade mark, of such dimensions as may from time to time be directed by the Comptroller, or with such other information or means of advertising the trade mark as may be required by the Comptroller; and the Comptroller, if dissatisfied with the block or electrotpe furnished by the applicant or his agent, may require a fresh block or electrotpe before proceeding with the advertisement.

Means of advertising trade mark to be supplied to official paper.

30. When an application relates to a series of trade marks differing from one another in respect of the particulars mentioned in Section 66 of the said Acts, the applicant may be required to furnish a wood block or electrotpe (or more than one, if necessary) of any or of each of the trade marks constituting the series; and the Comptroller may, if he thinks fit, insert with the advertisement of the application a statement of the manner in respect of which the several trade marks differ from one another.

Advertisement of series.

OPPOSITION TO REGISTRATION.

31. (1) A notice of opposition to the registration of a trade mark shall state the ground or grounds on which the

Notice of opposition.

opponent intends to oppose the registration, and be signed by him or by his solicitor, and shall also contain an address for service in the United Kingdom, and shall be in the Form J in the Second Schedule to these Rules, with such variations as circumstances may require.

Opposition
on the
ground of
trade mark
already on
the register.

(2) Where the ground, or one of the grounds, of opposition is that the applicant is applying for the registration of a trade mark identical with one already on the register with respect to the same goods or description of goods, or having such resemblance to a trade mark already on the register with respect to such goods or description of goods as to be calculated to deceive, the notice shall state the date of registration, and the number on the register of such trade mark already on the register.

Opponent's
evidence.

(3) Within two months after the expiration of one month or such further time not exceeding three months as the Comptroller may allow from the date of the advertisement of the application the opponent shall leave at the Patent Office, Trade Marks Branch, such evidence by way of statutory declaration as he may desire to adduce in support of his opposition, and deliver to the applicant copies thereof.

Applicant's
evidence.

(4) * Within one month from the delivery of the opponent's copies of his statutory declarations the applicant shall leave at the Patent Office, Trade Marks Branch, his evidence by way of statutory declaration in answer, and deliver to the opponent copies thereof, and within seven days from such delivery the opponent shall leave at the Patent Office, Trade Marks Branch, his evidence by way of statutory declaration in reply, and deliver to the applicant copies thereof. Such last-mentioned evidence shall be confined to matters strictly in reply.

Evidence in
reply.

Closing of
evidence.

(5) No further evidence shall be left on either side except by leave of the Comptroller upon the written consent of the parties duly notified to him, or by special leave of the Comptroller given on an application made to him.

Applica-
tions for
leave to

(6) Either party making such application shall give

* The counter-statement required by the Acts must also be delivered by the applicant within one month from the date of the receipt of the opponent's notice of opposition.

notice thereof to the opposite party, who shall be entitled to oppose the application.

adduce further evidence.

(7) On the completion of the evidence the Comptroller shall, upon application by either party, upon Form E in the Second Schedule to these Rules, and upon payment of the prescribed fee, appoint a time for the hearing of the case, and shall give the parties at least seven days' notice of such appointment.

Appointment of time for hearing.

(8) On the hearing of the case no opposition shall be allowed in respect of any ground not stated in the notice of opposition, and where the ground or one of the grounds of opposition is that registration is being applied for in respect of a trade mark identical with one already on the register with respect to the same goods or description of goods, or having such resemblance to a trade mark already on the register with respect to such goods or description of goods as to be calculated to deceive, the opposition shall not be allowed upon such ground, unless the date of registration and the number on the register of the said trade mark already on the register have been duly specified in the notice of opposition.

Disallowance of opposition in certain cases.

(9) The decision of the Comptroller in the case shall be notified to the parties.

Decision to be notified to parties.

REGISTER OF TRADE MARKS.

32. As soon as may be after the expiration of one month from the date of the advertisement of the application, the Comptroller shall, subject to opposition to the application and the determination thereof, if he is satisfied that the applicant is entitled to registration, and on payment of the prescribed fee, enter the name, address, and description of the applicant in the Register of Trade Marks as the registered proprietor of the trade mark in respect of the particular goods or classes of goods described in his application.

Time of registration of trade marks.

33. In case of the death of any applicant for a trade mark after the date of his application, and before the trade mark applied for has been entered on the register, the Comptroller, after the expiration of the prescribed period

Where applicant dies before registration, the trade mark may be

registered
for suc-
cessor to
goodwill of
business.

of advertisement, may, on being satisfied of the applicant's death, enter on the register, in place of the name of such deceased applicant, the name, address, and description of the person owning the goodwill of the business, if such ownership be proved to the satisfaction of the Comptroller.

Entries to
be made in
register.

34. Upon registering any trade mark the Comptroller shall enter in the register the date on which the application for registration was received by the Comptroller, and such other particulars as he may think necessary.

Notice of
registra-
tion.

35. The Comptroller shall send notice to the applicant of the registration of his trade mark, together with a reference to the advertisement of such trade mark in the official paper.

Request by
subsequent
proprietor.

36. Where a person becomes entitled to a registered trade mark by assignment, transmission, or other operation of law, a request for the entry of his name in the register as proprietor of the trade mark shall be addressed to the Comptroller, and left at the Patent Office, Trade Marks Branch.

Signature
of request.

37. Such request shall in the case of an individual be made and signed by the person requiring to be registered as proprietor, and in the case of a firm or partnership by some one or more members of such firm or partnership, or in either case by his or their agent respectively, duly authorised to the satisfaction of the Comptroller, and in the case of a body corporate by their agent, authorised in like manner.

Contents of
request.

38. Every such request shall state the name, address, and description of the person claiming to be entitled to the trade mark (hereinafter called the claimant), and the particulars of the assignment, transmission, or other operation of law, by virtue of which he requires to be entered in the register as proprietor, so as to show the manner in which, and the person or persons to whom, the trade mark has been assigned or transmitted, and so as to show further that it has been so assigned or transmitted in connection with the goodwill of the business concerned in the particular goods

or classes of goods for which the trade mark has been registered.

39. Every such request shall be accompanied by a statutory declaration, to be thereunder written, verifying the several statements therein, and declaring that the particulars above described comprise every material fact and document affecting the proprietorship of the trade mark as claimed by such request.

Declaration
to accom-
pany
request.

40. The claimant shall furnish to the Comptroller such other proof of title and of the existence and ownership of such goodwill as aforesaid as he may require for his satisfaction.

Further
proof of
title if
required.

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

Body
corporate.

42. The term "applicant" in Rules 17, 18, and 19 shall include each of several persons claiming to be registered as proprietor of the same trade mark.

Definition
of appli-
cant.

43. Whether all such persons so claiming require to be heard before the Comptroller or not, he may, before exercising the discretion vested in him by Section 71 of the said Acts, require such persons, or any or either of them, to submit a statement in writing within a time to be notified by him, or to attend before him and make oral explanations with respect to such matters as the Comptroller may require.

Comptroller
may require
statement
from rival
claimants.

44. Where each of several persons claims to be registered as proprietor of the same trade mark, and the Comptroller refuses to register any of them until their rights have been determined according to law, the manner in which the rights of such claimants may be submitted to the Court by the Comptroller, or, if the Comptroller so require, by the claimants, shall, unless the Court otherwise order, be by a special case; and such special case shall be filed and proceeded with in like manner as any other special case submitted to the Court, or in such other manner as the Court may direct.

Submission
to Court of
conflicting
claims.

Settlement
of special
case.

45. Where the special case is to be submitted by the parties it may be agreed to by them, or, if they differ, may be settled by the Comptroller on payment of the prescribed fees.

Order of
Court.

46. Where an order has been made by the Court in either of the following cases: viz.—

- (a) Allowing an appeal under Section 62 of the said Acts;
- (b) Disallowing an opposition to registration under Section 69; or
- (c) Under the provisions of Sections 72, 90, or 92 of the said Acts,

the person in whose favour such order has been made, or such one of them, if more than one, as the Comptroller may direct, shall forthwith leave at the Patent Office, Trade Marks Branch, an office copy of such order. The register shall thereupon be rectified or altered, or the purport of such order shall otherwise be duly entered in the register, as the case may be.

Removal of
mark from
register.

47. Where a trade mark has been removed from the register for nonpayment of the prescribed fee or otherwise, under the provisions of Section 79 of the said Acts, the Comptroller shall cause to be entered in the register a record of such removal and the cause thereof.

Alteration
of address
in register.

48. If the registered proprietor of a trade mark send to the Comptroller, together with the prescribed fee, notice of an alteration in his address, the Comptroller shall alter the register accordingly.

Notice to
Comptroller
of applica-
tions to
rectify
register.

49. Four clear days' notice of every application to the Court under Section 90 of the said Acts, for rectification of the register, shall be given to the Comptroller.

Publication
of rectifica-
tion or
variation of
register.

50. Whenever an order is made by the Court for making, expunging, or varying an entry from or in the register, the Comptroller shall, if he thinks that such rectification or variation should be made public, and at the expense of the person applying for the same, publish, by advertisement or otherwise, and in such manner as he thinks just, the

circumstances attending the rectification or variation in the register.

51. Whenever the registered proprietor of any trade mark intends to apply for the leave of the Court to add to or to alter such trade mark, under Section 92 of the said Acts, the notice to be given to the Comptroller shall be given fourteen days at least before such application. If leave be granted on such application, the applicant shall forthwith supply to the Comptroller such a number of representations of the trade mark, as altered, as he may deem sufficient.

Notice to
Comptroller
of Order of
Court for
alteration
of trade
mark under
Section 92
of Acts.

INSPECTION OF REGISTER.

52. The Register of Trade Marks shall be open to the inspection of the public, on payment of the prescribed fee, on every weekday, between the hours of ten and four, except on the days and at the times following:—

Hours of
inspection.

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

POWER TO DISPENSE WITH EVIDENCE.

53. Where under these Rules any person is required to do any act or thing, or to sign any document, or to make any declaration on behalf of himself or of any body corporate, or any document or evidence is required to be produced to or left with the Comptroller, or at the Patent Office, and it is shown to the satisfaction of the Comptroller that from any reasonable cause such person is unable to do such act or thing, or to sign such document, or make such declaration, or that such document or evidence cannot

Dispensing
with evi-
dence.

be produced or left as aforesaid, it shall be lawful for the Comptroller, with the sanction of the Board of Trade, and upon the production of such other evidence, and subject to such terms as they may think fit, to dispense with any such act or thing, document, declaration, or evidence.

AMENDMENTS.

Amend-
ment of
documents.

54. Any document or drawing or other representation of a trade mark for the amending of which no special provision is made by the said Acts may be amended, and any irregularity in procedure which in the opinion of the Comptroller may be obviated without detriment to the interests of any person may be corrected, if the Comptroller think fit, and on such terms as he may direct.

ENLARGEMENT OF TIME.

Comptroller
may enlarge
time.

55. The time prescribed by these Rules for doing any act, or taking any proceeding thereunder, may be enlarged by the Comptroller, if he think fit, and upon such notice to other parties, and proceedings thereon, and upon such terms, as he may direct.

CUTLERS' COMPANY.

Sheffield
applications
in duplicate.

56. All applications to the Cutlers' Company for registration of a trade mark, under Section 81 of the said Acts, shall be in duplicate, accompanied by the prescribed fees and representations.

Notice to
Comptroller.

57. The Cutlers' Company shall, within seven days of the receipt by them of an application to register a trade mark, send the Comptroller one copy of such application, by way of notice thereof, together with two representations of the mark for each class for which the applicant seeks registration.

Time within
which
Comptroller
may object
to applica-
tion made at
Sheffield.

58. (1) The time within which the Comptroller shall give notice to the Cutlers' Company of any objection he may have to the acceptance of an application for registration made to the said Company shall be one month from the date of the receipt by the Comptroller of the notice from the said Company of the making of the application.

(2) If no such objection is made by the Comptroller, the Cutlers' Company shall require the applicant to send the Comptroller a wood block or electrotpe as the Comptroller may direct, and the Comptroller shall, if satisfied with such wood block or electrotpe, advertise the application in the same manner as an application made to him at the Patent Office.

Advertise-
ment of
application
made at
Sheffield.

(3) The manner in which the Comptroller shall notify to the Cutlers' Company an application and proceedings thereon made as mentioned in Sub-section 8 of Section 81 of the said Acts shall be by sending to the Cutlers' Company a copy of the official paper containing the application of which notice is required to be given, with a note distinguishing such application.

Manner of
notifying to
Cutlers'
Company
application
received by
Comp-
troller.

59. The provisions of these Rules as to forms, representations, the proceedings on opposition to registration, registration, and all subsequent proceedings shall, as far as the circumstances allow, apply to all applications to register made to the Cutlers' Company, and to all proceedings consequent thereon.

Similarity
of pro-
ceedings at
London and
at Sheffield.

CERTIFICATES.

60. The Comptroller, when required to give a certificate as to any entry, matter, or thing which he is authorised by the said Acts or any of these Rules to make or do, may, on receipt of a request in writing, and on payment of the prescribed fee, give such certificate, but every certificate of registration shall have specified on the face thereof whether the same is to be used in legal proceedings, or for the purpose of obtaining registration in a foreign country, or for purposes other than use in legal proceedings or obtaining registration in a foreign country.

Certificate
by Comp-
troller.

DECLARATIONS.

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

(a) In the United Kingdom, before any justice of the peace, or any commissioner or other officer author-

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

ised by law in any part of the United Kingdom to administer an oath for the purpose of any legal proceeding;

- (b) In any other part of Her Majesty's dominions, before any court, judge, justice of the peace, or any officer authorised by law to administer an oath there for the purpose of a legal proceeding; and
- (c) If made out of Her Majesty's dominions, before a British Minister, or person exercising the functions of a British Minister, or a Consul, Vice-Consul, or other person exercising the functions of a British Consul, or a notary public, or before a judge or magistrate.

Notice of
seal of
officer
taking
declaration
to prove
itself.

62. Any document purporting to have affixed, impressed, or subscribed thereto or thereon the seal or signature of any person hereby authorised to take such declaration in testimony of such declaration having been made and subscribed before him, may be admitted by the Comptroller without proof of the genuineness of any such seal or signature, or of the official character of such person or his authority to take such declaration.

REPEAL.

Previous
Rules
repealed.

63. All general Rules as to the registration of trade marks heretofore made by the Board of Trade under the Patents, Designs, and Trade Marks Acts, 1883 to 1888, and in force on the 31st day of December, 1889, shall be, and they are hereby repealed, as from that date, without prejudice, nevertheless, to anything done under such Rules, or to any application pending at the said date.

M. E. HICKS-BEACH,

President of the Board of Trade.

FIRST SCHEDULE.

FEES.

	£	s.	d.
1. On application to register a trade mark for one or more articles included in one class	0	5	0
2. For registration of a trade mark for one or more articles included in one class	1	0	0
3. For registering a series of trade marks, for every additional representation after the first in each class	0	5	0
4. On appeal from Comptroller to Board of Trade—by appellant	1	0	0
5. On notice of opposition for each application opposed—by opponent	1	0	0
6. On hearing by Comptroller—by applicant and by opponent respectively... ..	1	0	0
7. On application to register a subsequent proprietor in cases of assignment or transmission, the first mark	1	0	0
8. For every additional mark assigned or transmitted at the same time	0	2	0
9. For continuance of mark at expiration of 14 years ...	1	0	0
10. Additional fee where fee is paid within three months after expiration of 14 years	0	10	0
11. Additional fee for restoration of trade mark where removed for non-payment of fee	1	0	0
12. For altering address on the register, for every mark ...	0	5	0
13. For every entry in the register of a rectification thereof or an alteration therein, not otherwise charged	0	10	0
14. For cancelling the entry or part of the entry of a trade mark upon the register, on the application of the owner of such trade mark	0	5	0
15. On request to Comptroller to correct a clerical error, or permit amendment of application under Section 91	0	5	0
16. For certificate of refusal to register a trade mark under Section 77	1	0	0

17. For certificate of refusal at the same time for more than one trade mark, for each additional trade mark after the first	...	...	...	...	...	£	s.	d.
						0	10	0
18. For certificate of registration to be used in legal proceedings	...	...	...	...	...	1	0	0
19. For certificate of registration to be used for the purpose of obtaining registration in foreign countries	...	...	...	...	...	0	5	0
20. For certificate of Comptroller under Section 96, other than certificate of registration to be used in legal proceedings, or for the purpose of obtaining registration in a foreign country	...	...	...	...	...	0	5	0
21. For copy of notification of registration	...	...	...	...	...	0	2	0
22. Settling a special case by Comptroller	...	...	...	...	...	2	0	0
23. For inspecting register, for every quarter of an hour	...	...	...	...	...	0	1	0
24. For making a search amongst the classified representations of trade marks, for every quarter of an hour	...	...	...	...	...	0	1	0
25. For office copy of documents, for every 100 words	...	...	...	...	...	0	0	4
(But never less than one shilling.)								
26. For certifying office copies, MS. or printed	...	...	...	...	...	0	1	0
27. In cases where the wood block or electrotype of the trade mark exceeds two inches in breadth or depth, or in breadth and depth—For every inch or part of an inch over two inches in breadth	...	...	...	...	...	0	2	0
For every inch or part of an inch over two inches in depth	...	...	...	...	...	0	2	0
28. Manchester Trade Marks Office	...	...	...	...	...	Same as above		
29. Sheffield Marks	...	...	...	...	...	Same as above		
30. On appeal from Cutlers' Company, Sheffield, to Comptroller	...	...	...	...	...	1	0	0

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

Approved:—FRANK MOWATT,
Assistant Secretary for the Lords Commissioners of
Her Majesty's Treasury.

SECOND SCHEDULE.

FORMS.

- Form of Application for Hearing by Comptroller.
- „ Application for Registration.
- „ Additional Representation of Trade Mark.
- „ Appeal to Board of Trade.
- „ Transmission of Registration Fee.
- „ Notice of Opposition.
- „ Request to Enter Name of Subsequent Proprietor of Trade Mark.
- „ Request for Certificate of Refusal.
- „ Notice of Application for Alteration of Address.
- „ Notice of Order of Court for Rectification of Register.
- „ Application to Cancel Entry on Register.
- „ Declaration in Support of Application to Cancel Entry.
- „ Request to Comptroller for Correction of Clerical Error, or for Permission to Amend Application under Section 91.
- „ Request for Certificate of Registration for Use in Obtaining Registration Abroad.
- „ Request for Certificate of Registration for Use in Legal Proceedings.
- „ Application for Settlement of a Special Case.
- „ Request for General Certificate of Comptroller.
- „ General Certificate of Comptroller.
- „ Request for Copy of Notification of Registration.
- „ Appeal from Cutlers' Company.
- „ Application for Continuance on Register.
- „ Transmission of Additional Fee.
- „ Application for Restoration to Register.
- „ Application for Registration of Old Corporate Trade Mark.

**PATENTS, DESIGNS, AND TRADE MARKS ACTS,
1883 to 1888.**

(N.B.—THIS HEADING SHOULD APPEAR AT THE TOP OF EACH OF THE
FOLLOWING FORMS.)

FORM E.

FORM OF APPLICATION FOR HEARING BY THE COMPTROLLER.

(In Cases of Opposition &c.)

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

I am, Sir,

Your obedient Servant,

Dated the _____ day of _____ 18 _____

To the Comptroller,
Patent Office, Trade Marks Branch,
25 Southampton Buildings, London.

FORM F.

APPLICATION FOR REGISTRATION OF TRADE MARK.

One representation to be fixed within this square, and two
others to be sent on separate half-sheets of foolscap.

Representations of a larger size may be folded, but must be
mounted upon linen and affixed hereto.

You are hereby requested to register the accompanying Trade
Mark in Class _____ in respect of [only goods contained in one and
the same class should be set out here; a separate application form is
required for each separate class] in the name of [here insert legibly
the full name, address, and description of the individual, firm, or

company; add trading style, if any], who claims to be the proprietor thereof. [Alter to "who claim to be the proprietors thereof" in the case of a firm or company.]

The essential particulars of the Trade Mark are the following:—
[see Sub-sections 2 and 3 of Section 64 of the Acts], and I (*or we*) disclaim any right to the exclusive use of the added matter.

(Signed)_____

[To be signed by the applicant or by an agent duly authorised.]

Dated the _____ day of _____ 18_____

To the Comptroller,
Patent Office, Trade Marks Branch,
25 Southampton Buildings, London.

Or, where the application is for a Mark in Classes 23, 24, or 25,

To the Comptroller,
Manchester Trade Marks Branch,
48 Royal Exchange, Manchester.

NOTE.—If the Trade Mark has been in use in respect of the goods since before August 13th, 1875, state length of such user.

FORM G.

ADDITIONAL REPRESENTATION OF TRADE MARK, TO ACCOMPANY APPLICATION FOR REGISTRATION.

One representation of the trade mark to be affixed within this square.

It must correspond *exactly*, in all respects, with the representation affixed to the Application Form.

Any representation of a larger size than foolscap may be folded, but must then be mounted upon linen and affixed hereto.

Two of these additional representations of the Trade Mark must accompany *each* Form of Application.

In the case of a Trade Mark claimed in one of the Classes 23 to 35, four of these additional representations of the Mark must accompany the Form of Application.

FORM H.

FORM OF APPEAL FROM THE COMPTROLLER TO THE BOARD OF TRADE.

I [here insert full name and address of appellant] hereby give notice of my intention to appeal to the Board of Trade from [here insert "the decision" or that part of the decision as the case may be] of the Comptroller of the _____ day of _____ 18____, whereby he [here insert the decision complained of].

Accompanying this notice is a statement of my case for the decision of the Board of Trade.

(Signed)_____

Dated the _____ day of _____ 18____

To the Comptroller &c.

And to [Name of Respondent to Appeal].

FORM I.

FEE FOR REGISTRATION OF A TRADE MARK.

SIR,—In reply to your request, I hereby transmit the prescribed fee for the registration of the Trade Mark No. _____ in Class _____.

I am, Sir,

Your obedient Servant,

To the Comptroller &c.

FORM J.

NOTICE OF OPPOSITION TO APPLICATION FOR REGISTRATION.

(To be accompanied by an unstamped duplicate.)

In the matter of an Application
No. _____ by _____ of _____.

I [here state full name and full address] hereby give notice of my intention to oppose the registration of the Trade Mark advertised

under the above number for Class_____in the Trade Marks Journal of the_____day of_____, 18____, No._____, page_____.

The grounds of opposition are as follows:—[Here insert particulars.]

(Signed)_____

Dated the_____day of_____18____

Address for Service:—

To the Comptroller &c.

FORM K.

REQUEST TO ENTER NAME OF SUBSEQUENT PROPRIETOR OF TRADE MARK UPON THE REGISTER, WITH DECLARATION IN SUPPORT THEREOF.

I [here insert name, full address, and description] hereby request that you will enter my name in the Register of Trade Marks as proprietor of the Trade Mark No._____in Class_____.

I am entitled to the said Trade Mark and to the goodwill of the business concerned in the goods with respect to which the said Trade Mark is registered.

[Here state whether Trade Mark transmitted by death, marriage, bankruptcy, or other operation of law, and if entitled by assignment state the particulars thereof, as e.g. "by deed dated the_____day of_____, 18____, made between so-and-so of the one part &c.]

And I do solemnly and sincerely declare that the above several statements are true, and the particulars above set out comprise every material fact and document affecting the proprietorship of the said Trade Mark as above claimed.

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. [This paragraph is not required when the declaration is made out of the United Kingdom.]

[To be signed here by the person making the declaration.]

Declared at_____this_____ }
day of_____, 18_____ }

Before me [signature and title of the authority
before whom the declaration is made].

To the Comptroller &c.

FORM L.

**REQUEST FOR CERTIFICATE OF REFUSAL TO REGISTER A TRADE MARK
IN USE BEFORE 13TH AUGUST, 1875.**

In the Matter of an Application for Registration of
an Old Trade Mark No. in Class .

SIR,—I_____, of_____, the applicant in the above
matter, hereby request you to furnish me with your Certificate
of Refusal to Register the said Trade Mark.

[Signature of applicant.]

Dated the_____day of_____18_____

To the Comptroller &c.

FORM M.

**NOTICE OF APPLICATION FOR ALTERATION OF ADDRESS ON REGISTER
OF TRADE MARKS.**

In the Matter of the Trade Mark No. ,
registered in Class .

SIR,—Notice is hereby given that I_____, of_____,
the registered proprietor of the Trade Mark numbered as above,
desire that my address on the Register of Trade Marks be altered
to_____

[Signature of proprietor.]

Dated the_____day of_____18_____

To the Comptroller &c.

FORM N.

NOTICE OF ORDER OF COURT FOR ALTERATION OR RECTIFICATION OF REGISTER OF TRADE MARKS.

In the Matter of the Trade Mark No. _____,
registered in Class _____ in the name of _____.

SIR,—Notice is hereby given that by an Order of the Court made on the _____ day of _____ 18____, it was directed that the entry on the Register of Trade Marks in respect of the Trade Mark numbered as above should be rectified in the manner therein specified.

An office copy of the Order of the Court is enclosed herewith.

[To be signed by the person interested, or his agent.]

Dated the _____ day of _____ 18____.

To the Comptroller &c.

FORM O.

FORM OF APPLICATION BY PROPRIETOR OF REGISTERED TRADE MARK TO CANCEL ENTRY ON REGISTER.

Trade Mark No. _____ Class _____, advertised in Trade Marks
Journal No. _____, page _____.

Name of Registered Proprietor or Firm _____

Place of Business _____

I the undersigned _____, of _____ [or I the undersigned _____ a member of the firm of _____, of _____, on behalf of my said firm], apply that the entry upon the Register of Trade Marks in Class _____ of the Trade Mark No. _____ may be cancelled.

(Signed) _____

Dated the _____ day of _____ 18____.

This is the statement marked "O" referred to in the Declaration of _____ made before me the _____ day of _____ 18____.

A Commissioner &c.

FORM P.**FORM OF DECLARATION IN SUPPORT OF APPLICATION FOR CANCELLATION
OF TRADE MARK BY OWNER.**

I _____, of _____ [or I _____, a member
of the firm of _____, of _____], do hereby solemnly
and sincerely declare, to the best of my knowledge and belief,
as follows :--

(1) The Application signed by me, and dated the _____
day of _____ 18____, and marked with the letter "O."
and shown to me at the time of making this declaration, is true.

(2) I am the person whose name appears on the Register of
Trade Marks as the Proprietor of the Trade Mark referred to in
the said Application marked with the letter "O."

[Or My said Firm is the Firm whose name appears on the
Register of Trade Marks as the Proprietor of the Trade Mark
referred to in the said Application marked with the letter "O."]

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.

(Signed) _____

Declared at _____
this _____ day of _____ 18____
Before me _____

If the declaration be made before a Commissioner to Administer
Oaths, it will require to be stamped with a 2s. 6d. impressed Inland
Revenue stamp.

FORM Q.**FORM OF REQUEST FOR CORRECTION OF CLERICAL ERROR OR FOR
PERMISSION TO AMEND APPLICATION UNDER SECTION 91.**

SIR,—I hereby request that [insert particulars of error].

(Signed) _____

Dated the _____ day of _____ 18____

To the Comptroller &c.

FORM R.

REQUEST FOR CERTIFICATE OF REGISTRATION OF TRADE MARK FOR USE IN OBTAINING REGISTRATION ABROAD.

In the Matter of the Trade Mark No. ,
registered in Class in the name of .

SIR,—I _____, of _____, the registered proprietor of the above Trade Mark, hereby request you to furnish me with your Certificate of Registration for use in obtaining registration of the same in [here state name of country in which registration is to be sought].

I am, Sir,

Your obedient Servant,

Dated the _____ day of _____ 18 _____

To the Comptroller &c.

FORM S.

REQUEST FOR CERTIFICATE OF REGISTRATION OF TRADE MARK TO BE USED IN LEGAL PROCEEDINGS.

In the Matter of the Trade Mark No. ,
registered in Class in the name of .

SIR,—I _____, of _____, the registered proprietor of the above Trade Mark, hereby request you to furnish me with your Certificate of Registration to be used in legal proceedings.

(Signed) _____

Dated the _____ day of _____ 18 _____

To the Comptroller &c.

FORM T.

**APPLICATION FOR SETTLEMENT OF A SPECIAL CASE ON APPLICATION TO
REGISTER A TRADE MARK.**

In the Matter of the Application of _____
and of the Application of _____

SIR,—Notice is hereby given that I _____, of _____,
and I _____, of _____, are unable to agree upon
the facts on which the opinion of the Court is to be taken, and that
we request you to fix a day on which we may attend before you and
obtain your finding on the matters of fact to be submitted to the
Court as settled.

[To be signed by both parties.]

Dated the _____ day of _____ 18____

To the Comptroller &c.

FORM T1.

**REQUEST FOR GENERAL CERTIFICATE OF COMPTROLLER (OTHER THAN
CERTIFICATE FOR USE IN LEGAL PROCEEDINGS OR FOR USE IN
OBTAINING REGISTRATION ABROAD).**

In the Matter of the Trade Mark No. _____,
in Class _____.

SIR,—I _____, of _____, hereby request you to
furnish me with your certificate that [here set out the particulars
which the Comptroller is requested to certify].

(Signature) _____

Dated the _____ day of _____ 18____

To the Comptroller &c.

FORM U.

GENERAL CERTIFICATE OF COMPTROLLER (OTHER THAN CERTIFICATE FOR USE IN LEGAL PROCEEDINGS OR FOR USE IN OBTAINING REGISTRATION ABROAD).

Patent Office, Trade Marks Branch,
London, _____ 18____.

I _____, Comptroller-General of Patents, Designs, and Trade Marks, hereby certify [particulars to be inserted].

FORM V.

REQUEST FOR COPY OF OFFICIAL NOTIFICATION OF REGISTRATION OF TRADE MARK.

In the Matter of the Trade Mark No. _____,
registered in Class _____.

SIR,—I _____, of _____, the registered proprietor of the Trade Mark above named, hereby request that you will furnish me with a copy of the official notification of the registration of the same.

[Signature.]

Dated the _____ day of _____ 18____.

To the Comptroller &c.

FORM W.

FORM OF APPEAL FROM CUTLERS' COMPANY AT SHEFFIELD TO COMPTROLLER.

(To be accompanied by an unstamped duplicate.)

SIR,—I hereby give notice of appeal against the decision of the Cutlers' Company of Sheffield in regard to my application for registration of a Trade Mark No. _____ in Class _____ for _____ and I beg to submit my case for your decision accordingly. [The statement of the case to be written upon foolscap paper, on one side only, with a margin of two inches on the left-hand side thereof.]

[Signature.]

Dated the _____ day of _____ 18____.

To the Comptroller &c.

FORM X.

CONTINUANCE OF MARK AT EXPIRATION OF FOURTEEN YEARS FROM THE
DATE OF REGISTRATION.

SIR,—In pursuance of the notice received from you, I hereby
transmit the prescribed fee of £1 for continuance on the Trade
Marks Register of the Trade Mark No. _____ in Class _____.

[Signature of Proprietor.]

Dated the _____ day ' _____ 18____
To the Comptroller &c.

FORM Y.

(Additional Fee of Ten Shillings to accompany "Continuance Fee,"
Form X, within Three Months after expiration of Fourteen Years.)

SIR,—In pursuance of the notices issued by you, and of the
provisions of Section 79 (3) of the above Acts, I hereby transmit
the additional fee of Ten Shillings (along with Form X) for the
continuance on the Trade Marks Register of the Trade Mark
No. _____ in Class _____.

[Signature of Proprietor.]

Dated the _____ day of _____ 18____
To the Comptroller &c.

FORM Z.

RESTORATION OF TRADE MARK WHERE REMOVED FOR NON-PAYMENT
OF FEE.

(To accompany Form X.)

SIR,—In pursuance of the notices issued by you, and of the
provisions of Section 79 (4) of the above Acts, I hereby transmit
the additional fee of One Pound (along with Form X) for restora-
tion to the Trade Marks Register of the Trade Mark No. _____
in Class _____.

[Signature of Proprietor.]

Dated the _____ day of _____ 18____
To the Comptroller &c.

FORM AA.

APPLICATION FOR REGISTRATION OF OLD CORPORATE TRADE MARK.

You are hereby requested to register the accompanying old Corporate Trade Mark in Class_____, in respect of_____, in the name of_____, who claims to be the proprietor thereof.

(Signed)_____

Dated the_____day of_____18_____

To the Cutlers' Company,
Cutlers' Hall, Sheffield.

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

THIRD SCHEDULE.

GENERAL NOTE.—Any wares made of mixed materials (for example, of both cotton and silk) shall be included in such one of the classes appropriated to those materials as the Comptroller may desire.

CLASSIFICATION OF GOODS.

NOTE.—The goods referred to in the following classes are mentioned by way of illustration, and not as an exhaustive list of the contents of the class.

CLASS 1.—Chemical substances used in manufactures, photography, or philosophical research, and anti-corrosives. Such as Acids, including vegetable acids; Alkalies; Artists' Colours; Pigments; Mineral Dyes.

CLASS 2.—Chemical substances used for agricultural, horticultural, veterinary, and sanitary purposes. Such as Artificial Manure; Cattle Medicines; Deodorisers; Vermin Destroyers.

CLASS 3.—Chemical substances prepared for use in medicine and pharmacy. Such as Cod Liver Oil; Medicated Articles; Patent Medicines; Plasters; Rhubarb.

CLASS 4.—Raw or partly prepared vegetable, animal, and mineral substances used in manufactures, not included in other classes. Such as Resins; Oils used in manufactures and not included in other classes; Dyes, other than mineral; Tanning Substances; Fibrous Substances (*e.g.* Cotton, Hemp, Flax, Jute); Wool; Silk; Bristles; Hair; Feathers; Cork; Seeds; Coal; Coke; Bone; Sponge.

CLASS 5.—Unwrought and partly wrought metals used in manufacture. Such as Iron and Steel, pig or cast. Iron—Rough; Bar and Rail, including rails for railways; Bolt and Rod; Sheet, and Boiler and Armour Plates; Hoop. Lead—Pig; Rolled; Sheet. Wire; Copper; Zinc; Gold, in ingots.

CLASS 6.—Machinery of all kinds, and parts of machinery, except agricultural and horticultural machines included in Class 7. Such as Steam Engines; Boilers; Pneumatic Machines; Hydraulic Machines; Locomotives; Sewing Machines; Weighing Machines; Machine Tools; Mining Machinery; Fire Engines.

CLASS 7.—Agricultural and horticultural machinery, and parts of such machinery. Such as Ploughs; Drilling Machines; Reaping Machines; Thrashing Machines; Churns; Cyder Presses; Chaff Cutters.

CLASS 8.—Philosophical instruments, scientific instruments, and apparatus for useful purposes; and Instruments and apparatus for teaching. Such as Mathematical Instruments; Gauges; Logs; Spectacles; Educational Appliances.

CLASS 9.—Musical Instruments.

CLASS 10.—Horological Instruments.

CLASS 11.—Instruments, apparatus, and contrivances, not medicated, for surgical or curative purposes, or in relation to the health of men or animals. Such as Bandages; Friction Gloves; Lancets; Fleams; Enemas.

CLASS 12.—Cutlery and Edge Tools. Such as Knives; Forks; Scissors; Shears; Files; Saws.

CLASS 13.—Metal goods not included in other classes. Such as Anvils; Keys; Basins (metal); Needles; Hoes; Shovels; Cork-screws.

CLASS 14.—Goods of precious metals (including aluminium, nickel, Britannia metal, &c.) and jewellery, and imitations of such goods and jewellery. Such as Plate; Clock Cases and Pencil Cases of such metals; Sheffield and other Plated Goods; Gilt and Ormolu Work.

CLASS 15.—Glass. Such as Window and Plate Glass; Painted Glass; Glass Mosaic; Glass Beads.

CLASS 16.—Porcelain and Earthenware. Such as China; Stoneware; Terra Cotta; Statuary Porcelain; Tiles; Bricks.

CLASS 17.—Manufactures from mineral and other substances for building or decoration. Such as Cement; Plaster; Imitation Marble; Asphalt.

CLASS 18.—Engineering, architectural, and building contrivances. Such as Diving Apparatus; Warming Apparatus; Ventilating Apparatus; Filtering Apparatus; Lighting Contrivances; Drainage Contrivances; Electric and Pneumatic Bells.

CLASS 19.—Arms, ammunition, and stores not included in Class 20. Such as Cannon; Small-arms; Fowling-pieces; Swords; Shot and other Projectiles; Camp Equipage; Equipments.

CLASS 20.—Explosive substances. Such as Gunpowder; Gun-cotton; Dynamite; Fog Signals; Percussion Caps; Fireworks; Cartridges.

CLASS 21.—Naval architectural contrivances and naval equipments not included in Classes 19 and 20. Such as Boats; Anchors; Chain Cables; Rigging.

CLASS 22.—Carriages. Such as Railway Carriages; Waggon; Railway Trucks; Bicycles; Bath Chairs.

CLASS 23.—(a) Cotton yarn, and sewing cotton not on spools or reels. (b) Sewing cotton on spools or reels.

CLASS 24.—Cotton piece goods of all kinds. Such as Cotton Shirtings; Long Cloth.

CLASS 25.—Cotton goods not included in Classes 23, 24, or 38. Such as Cotton Lace; Cotton Braids; Cotton Tapes.

CLASS 26.—Linen and hemp yarn and thread.

CLASS 27.—Linen and hemp piece goods.

CLASS 28.—Linen and hemp goods not included in Classes 26, 27, and 50.

CLASS 29.—Jute yarns and tissues, and other articles made of jute not included in Class 50.

CLASS 30.—Silk, spun, thrown, or sewing.

CLASS 31.—Silk piece goods.

CLASS 32.—Other silk goods not included in Classes 30 and 31.

CLASS 33.—Yarns of wool, worsted, or hair.

CLASS 34.—Cloths and stuffs of wool, worsted, or hair.

CLASS 35.—Woollen and worsted and hair goods not included in Classes 33 and 34.

CLASS 36.—Carpets, floorcloth, and oilcloth. Such as Drugget; Mats and Matting; Rugs.

CLASS 37.—Leather, skins unwrought and wrought, and articles made of leather not included in other classes. Such as Saddlery; Harness; Whips; Portmanteaus; Furs.

CLASS 38.—Articles of Clothing. Such as Hats of all kinds; Caps and Bonnets; Hosiery; Gloves; Boots and Shoes; other Ready-made Clothing.

CLASS 39.—Paper (except paper-hangings), stationery, and book-binding. Such as Envelopes, Sealing Wax, Pens (except gold pens), Ink, Playing Cards, Blotting Cases, Copying Presses.

CLASS 40.—Goods manufactured from india-rubber and gutta-percha not included in other classes.

CLASS 41.—Furniture and Upholstery. Such as Paper-hangings Papier-mâché; Mirrors; Mattresses.

CLASS 42.—Substances used as food, or as ingredients in food. Such as Cereals, Pulses, Olive Oil, Hops, Malt, Dried Fruits, Tea, Sago; Salt, Sugar, Preserved Meats, Confectionery, Oil Cakes, Pickles, Vinegar, Beer Clarifiers.

CLASS 43.—Fermented Liquors and Spirits. Such as Beer; Cyder; Wine; Whisky; Liqueurs.

CLASS 44.—Mineral and Aerated Waters, natural and artificial, including ginger-beer.

CLASS 45.—Tobacco, whether manufactured or unmanufactured.

CLASS 46.—Seeds for agricultural and horticultural purposes.

CLASS 47.—Candles, common soap, detergents; illuminating, heating, or lubricating oils; matches, and starch, blue, and other preparations for laundry purposes. Such as Washing Powders; Benzine Collas.

CLASS 48.—Perfumery (including toilet articles, preparations for the teeth and hair, and perfumed soap).

CLASS 49.—Games of all kinds and sporting articles not included in other classes. Such as Billiard Tables; Roller Skates; Fishing Nets and Lines; Toys.

CLASS 50.—Miscellaneous.—(1) Goods manufactured from ivory, bone, or wood, not included in other classes. (2) Goods manufactured from straw or grass, not included in other classes. (3) Goods manufactured from animal and vegetable substances, not included in other classes. (4) Tobacco pipes. (5) Umbrellas, walking-sticks, brushes, and combs. (6) Furniture cream, plate powder. (7) Tarpaulins, tents, rickcloths, rope, twine. (8) Buttons of all kinds, other than of precious metal or imitations thereof. (9) Packing and hose of all kinds. (10) Goods not included in the foregoing classes. Such as Coopers' Wares.

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

INTERNATIONAL CONVENTION

FOR THE

PROTECTION OF INDUSTRIAL PROPERTY.

(Signed at Paris 20th March, 1883.)

ACCEDED TO BY HER MAJESTY'S GOVERNMENT 17TH MARCH, 1884.

THE International Convention was initiated and concluded by the several assenting Powers for the purpose of affording their respective subjects and citizens mutual protection in sustaining their rights, chiefly to the abstract species of industrial property constituted by Patents for Inventions, Copyright in Designs, Trade Marks and Trade Names. The original text of the Convention is in the French language, and the following excerpt is from the authorised translation.

The opening paragraphs rehearse the names and titles of the subscribing potentates and plenipotentiaries, and are of but slight interest to the general reader. Since the signature, several changes have taken place, and it will serve a more useful purpose to give the complete list of the Governments which are now either parties to the Convention or have by separate treaty given corresponding advantages to British subjects. These are as follows:—America (U.S.A.), Belgium, Brazil, East Indian Colonies of the Netherlands, France, Great Britain, Guatemala, Italy, Mexico, Netherlands, New Zealand, Norway, Paraguay, Portugal, Queensland, Salvador, Servia, Spain, Sweden, Switzerland, Tunis, Turkey, Uruguay. Germany is not a member of the Union, nor is Austria.

The text of the Convention consists of nineteen Articles, and is followed by a Final Protocol explaining and qualifying the terms of these Articles.

ARTICLE I. contains a list of the original subscribing Powers, which may now be replaced by the list given in the foregoing introduction.

ARTICLE II.—The subjects or citizens of each of the Contracting States shall, in all the other States of the Union, as regards patents, industrial designs or models, trade marks and trade names, enjoy the advantages that their respective laws now grant, or shall hereafter grant, to their own subjects or citizens. Consequently, they shall have the same protection as the latter, and the same legal remedy against any infringement of their rights, provided they observe the formalities and conditions imposed on subjects or citizens by the internal legislation of each State.

ARTICLE III.—Subjects or citizens of States not forming part of the Union, who are domiciled or have industrial or commercial establishments in the territory of any of the States of the Union, shall be assimilated to the subjects or citizens of the Contracting States.

ARTICLE IV.—Any person who has duly applied for a patent, industrial design or model, or trade mark in one of the Contracting States, shall enjoy, as regards registration in the other States, and reserving the rights of third parties, a right of priority during the periods hereinafter stated. Consequently, subsequent registration in any of the other States of the Union before expiry of these periods shall not be invalidated through any acts accomplished in the interval, either, for instance, by another registration, by publication of the invention, or by the working of it by a third party, by the sale of copies of the design or model, or by use of the trade mark. The above-mentioned terms of priority shall be six months for patents, and three months for industrial designs and models and trade marks. A month longer is allowed for countries beyond sea.

ARTICLE V.—The introduction by the patentee into the country where the patent has been granted of objects manufactured in any of the States of the Union shall not entail forfeiture. Nevertheless, the patentee shall remain bound to work his patent in conformity with the laws of the country into which he introduces the patented objects.

ARTICLE VI.—Every trade mark duly registered in the country of origin shall be admitted for registration, and protected in the form originally registered in all the other countries of the Union. That country shall be deemed the country of origin where the applicant has his chief seat of business. If this chief seat of

business is not situated in one of the countries of the Union, the country to which the applicant belongs shall be deemed the country of origin. Registration may be refused if the object for which it is solicited is considered contrary to morality or public order.

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

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

ARTICLE IX.—All goods illegally bearing a trade mark or trade name may be seized on importation into those States of the Union where this mark or name has a right to legal protection. The seizure shall be effected at the request of either the proper public department or of the interested party, pursuant to the internal legislation of each country.

ARTICLE X.—The provisions of the preceding Article shall apply to all goods falsely bearing the name of any locality as indication of the place of origin, when such indication is associated with a trade name of a fictitious character or assumed with a fraudulent intention. Any manufacturer of, or trader in, such goods, established in the locality falsely designated as the place of origin, shall be deemed an interested party.

ARTICLE XI.—The High Contracting Parties agree to grant temporary protection to patentable inventions, to industrial designs or models, and trade marks, for articles exhibited at official or officially recognised International Exhibitions.

ARTICLE XII.—Each of the High Contracting Parties agrees to establish a special Government department for industrial property, and a central office for communication to the public of patents, industrial designs or models, and trade marks.

ARTICLE XIII.—An international office shall be organised under the name of "Bureau International de l'Union pour la Protection de la Propriété Industrielle" (International Office of the Union for the Protection of Industrial Property). This office, the expense of which shall be defrayed by the Governments of all the Contracting States, shall be placed under the high authority of the Central Administration of the Swiss Confederation, and shall work under

its supervision. Its functions shall be determined by agreement between the States of the Union.

ARTICLE XIV.—The present Convention shall be submitted to periodical revisions, with a view to introducing improvements calculated to perfect the system of the Union. To this end conferences shall be successively held in one of the Contracting States by Delegates of the said States. The next meeting shall take place in 1885 at Rome.

ARTICLE XV.—It is agreed that the High Contracting Parties respectively reserve to themselves the right to make separately, as between themselves, special arrangements for the protection of industrial property, in so far as such arrangements do not contravene the provisions of the present Convention.

ARTICLE XVI.—States which have not taken part in the present Convention shall be permitted to adhere to it at their request. Such adhesion shall be notified officially through the diplomatic channel to the Government of the Swiss Confederation, and by the latter to all the others. It shall imply complete accession to all the clauses and admission to all the advantages stipulated by the present Convention.

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

ARTICLE XVIII.—The present Convention shall come into operation one month after the exchange of ratifications, and shall remain in force for an unlimited time, till the expiry of one year from the date of its denunciation. This denunciation shall be addressed to the Government commissioned to receive adhesions. It shall only affect the denouncing State, the Convention remaining in operation as regards the other Contracting Parties.

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

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

Done at Paris the 20th March, 1883.

[Here follow the signatures of the respective plenipotentiaries.]

FINAL PROTOCOL.

TRANSLATION.

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

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

2. Under the word “Patents” are comprised the various kinds of industrial patents recognised by the legislation of each of the Contracting States, such as importation patents, improvement patents, &c.

3. The last paragraph of Article II. does not affect the legislation of each of the Contracting States as regards the procedure to be followed before the tribunals, and the competence of those tribunals.

4. Paragraph 1 of Article VI. is to be understood as meaning that no trade mark shall be excluded from protection in any State of the Union from the fact alone that it does not satisfy, in regard to the signs composing it, the conditions of the legislation of that State; provided that on this point it comply with the legislation of the country of origin, and that it had been properly registered in said country of origin. With this exception, which relates only to the form of the mark, and under reserve of the provisions of the other Articles of the Convention, the internal legislation of each State remains in force.

To avoid misconception, it is agreed that the use of public armorial bearings and decorations may be considered as being contrary to public order in the sense of the last paragraph of Article VI.

5. The organisation of the special Department for Industrial Property mentioned in Article XII. shall comprise, so far as possible, the publication in each State of a periodical official paper.

6. The common expenses of the International Office instituted by virtue of Article XIII. are in no case to exceed for a single year a total sum representing an average of 2,000 fr. for each Contracting State.

To determine the part which each State should contribute to this total of expenses, the Contracting States, and those which may afterwards join the Union, shall be divided into six classes, each contributing in the proportion of a certain number of units, namely :—

1st class	...	...	...	...	25 units.
2nd class	...	...	...	...	20 „
3rd class	...	...	...	...	15 „
4th class	...	...	...	...	10 „
5th class	...	...	...	...	5 „
6th class	...	...	...	...	3 „

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

The Contracting States are classed as follows, with regard to the division of expense :—

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

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

* This classification is now modified by the presence of the additional Powers which have since become adherents to the Convention, for which see list in introductory remarks.

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

The numbers of this paper, as well as all the documents published by the International Office, will be circulated among the Administrations of the States of the Union in the proportion of the number of contributing units as mentioned above. Such further copies as may be desired either by the said Administrations, or by societies or private persons, will be paid for separately.

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

The Administration of the country in which the next conference is to be held will make preparations for the transactions of that conference, with the assistance of the International Office.

The Director of the International Office will be present at the meetings of the conferences, and will take part in the discussions, but without the privilege of voting.

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

The official language of the International Office will be French.

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

In witness whereof the undersigned plenipotentiaries have drawn up the present Protocol.

[Here follow the signatures of the respective plenipotentiaries.]

TWELVE SHORT PRECEDENTS

OF

Agreements, Assignments, Licences, Mortgages &c.

RELATING TO THE WORKING AND DISPOSAL OF
LETTERS PATENTS FOR INVENTION.

THE following short examples of Agreements, Assignments, Licences, and Mortgages may usefully serve as a guide to those engaged in preparing such documents.

Modern practice is all in favour of abridging and simplifying the intolerable prolixity which many draftsmen still affect. The Author has therefore in drawing these Precedents endeavoured to make them as concise as possible. Deference to the expressed opinion of one or two authorities entitled to respect has caused him in several of the examples to include a covenant for the validity of the patent, in addition to the use of the words "as beneficial owner"; but, this is against his own conclusions, and might in his opinion be omitted.

One notably new feature will be apparent in the examples of Agreements made prior to application: viz., the inclusion of a short description and sketch of the invention spoken of in the Agreement, so that the subject-matter of the Agreement may be identified with the subject-matter of the after application. This course is in all such cases advisable, lest it should be necessary afterwards to seek registration of the document, as such registration would inevitably be refused by the Comptroller if he should be unable to identify the invention referred to in the Agreement with the invention afterwards patented (*re Parnell's Patent*, page 80 *supra*).

With reference to the implied covenants for title &c., and to the position of those who grant loans or make advances under certain agreements of this nature, it may be of use to the lay reader to glance at the extracts from the Conveyancing and Partnership Acts which appear immediately after the last of the precedents.

I.—AGREEMENT between an Inventor who has been unable from want of means to develop or protect his invention, and a second party who proposes to furnish the necessary funds in consideration of receiving a share in the patent to be applied for.

AN AGREEMENT made the _____ day of _____ 18____, between Andrew Bell, of 15 Leaf Street, Birmingham, in the County of Warwick, Metal Worker, of the one part, and Charles Dendy, of 56 Horne Square, Birmingham aforesaid, Stock Broker, of the other part. WHEREAS the said Andrew Bell claims to be the true and first inventor of certain "Improvements in Apparatus for directly recording and transcribing speech and sounds," which invention he has not been able, from want of means and opportunity, properly to develop and patent: AND WHEREAS the said Charles Dendy has agreed with the said Andrew Bell to provide and pay a sum of money not exceeding Five Hundred Pounds for the further development and patenting of the said invention, but subject to the conditions and for the consideration hereinafter expressed: NOW THESE PRESENTS WITNESS and it is hereby agreed between the parties as follows:—

1. The said Charles Dendy shall upon the signing of this Agreement advance the sum of £100 for the purpose of purchasing materials, tools, and all necessary adjuncts to enable the said Andrew Bell to proceed with his experiments and trials for the further development of the said invention, and if necessary additional sums will be advanced by the said Charles Dendy from time to time to continue the said experiments and trials, it being hereby agreed that the total sum so advanced shall not exceed £250.

2. If when the said sum of £250 shall have been expended the invention is still not sufficiently developed or advanced to warrant

an application for Letters Patent, the said Charles Dendy shall be at liberty to give notice to the said Andrew Bell of his intention to withdraw from this Agreement, and thereupon, within one week after such notice has been given, and when all liabilities incurred in connection with the development of the invention since the signing of this Agreement, and with the knowledge and consent of the said Charles Dendy, have been discharged by the said Charles Dendy, this Agreement shall cease and determine, and the invention will remain the sole property of the said Andrew Bell, who shall not be liable in respect of any sums expended by the said Charles Dendy in pursuance of this Agreement.

3. If the aforesaid experiments and trials should result in the proper and successful development of the invention, the said Andrew Bell shall forthwith make application for Letters Patent, and shall thereafter and in due course file the Complete Specification and take all necessary steps to obtain the Letters Patent, but all at the expense of the said Charles Dendy.

4. As soon as the Letters Patent shall have been issued and obtained, the said Andrew Bell shall execute a proper assignment conveying one half share in the said Letters Patent and invention, and in all further improvements upon the same devised by him, to the said Charles Dendy, as consideration for the moneys expended and to be paid by him; and if after provision for all outstanding amounts and charges the full sum of £500 shall not have been already expended, then the undisbursed balance shall be paid on the execution of the said assignment by the said Charles Dendy to the said Andrew Bell.

5. The said assignment shall contain conditions limiting the mutual rights and liabilities of the co-owners of the Letters Patent, and shall provide that the inventions and patents, however worked or disposed of, shall operate for the mutual benefit of the co-owners, and neither of the co-owners shall be at liberty to work or license the inventions and patent rights for his own benefit alone, but shall account for his share of the profits to his co-owner, the patent or patents being held equally between them as tenants in common, and in like manner the annual taxes which fall due at or before the expiry of the fourth year of the patent or patents shall be paid by the parties hereto in equal shares.

6. In order to identify the invention forming the subject-matter of this Agreement with the invention forming the subject-matter

of the patent or patents to be hereafter applied for under the conditions of this Agreement, and so to provide for the entry of this Agreement upon the Register at the Patent Office, if such entry should hereafter prove to be necessary or desirable in the interests of either of the parties, the following is a short description and sketch of the invention in its present condition.

[Here insert a brief description and sketch of the invention.]

7. It is to be understood that this Agreement shall have no effect as regards the obtaining ownership or working of any foreign patents for the invention, and that these may be obtained and dealt with by the said Andrew Bell at his own expense, and without reference to the said Charles Dendy.

8. The duties, liabilities, and benefits undertaken by and accruing to the parties to this Agreement shall extend and apply as far as possible to the executors, administrators, and assigns of either party.

IN WITNESS WHEREOF the within-named parties have hereunto set their hands the day and year first above written.

ANDREW BELL.

CHARLES DENDY.

(This document would not be capable of registration until after the patent had been applied for and issued, and then only if the invention indicated in the Agreement was, in the opinion of the Comptroller, the same as that covered by the patent. Registration would, however, only require to be sought in the event of the inventor refusing or failing to execute the assignment provided for in Paragraph 4.)

II.—AGREEMENT between an Inventor whose invention has not yet been protected, and a second party, not a co-inventor, who is to join with him in applying for a patent and acquire one half share in consideration of his defraying the costs of applying for the patent and paying the inventor an additional sum of money upon the issue of the patent.

AN AGREEMENT made the _____ day of _____, 18____, BETWEEN Edward Fisher, of 13 Thacker's Row, Preston, in the County of Lancaster, Hairdresser's Assistant, of the one part, and George Hardy, of 35 Thacker's Row aforesaid. Grocer of the other

part. WHEREAS the said Edward Fisher claims to be the inventor of "An Improved Apparatus for Heating Curling Tongs by Electricity," of which the following is a brief description and sketch, inserted for the purpose of identifying the subject-matter of this Agreement with the subject-matter of the patent to be hereafter applied for, that is to say [here insert short description and sketch of the invention]: AND WHEREAS the said George Hardy is desirous of acquiring one half interest in the said invention and in the patent to be hereafter obtained for the same, and the said Edward Fisher has agreed to sell one half share and interest as aforesaid for the sum and upon the conditions hereinafter set forth:

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:—

1. Immediately upon the signing of this Agreement the said George Hardy will instruct a Patent Agent to make a search to ascertain the novelty of the said invention, and if no anticipatory publication is found, then the parties hereto will make application for a patent in their joint names, and will thereafter and in due course file the Complete Specification, and obtain issue of the Letters Patent. The costs of the search and all of the charges incurred in applying for and obtaining the patent will be borne and paid by the said George Hardy as part consideration in respect of this Agreement, and no demand in respect thereof is to be made upon the said Edward Fisher, except that if the search discloses that the invention is not novel, and the matter proceeds no further, then the said Edward Fisher agrees to pay one half of the agent's charges incurred for making the search.

2. Immediately upon the issue of the Letters Patent, and not later than one week thereafter, the said George Hardy will pay to the said Edward Fisher the sum of £100, which, together with the aforesaid search and patent fees, shall constitute the consideration paid by him for the half share in the patent, and the agent who obtains the patent will be instructed to keep the Letters Patent in his hands until payment of this latter sum of £100 has been made.

3. The patent and every extension thereof shall be held and enjoyed by the parties hereto in equal shares as tenants in common, and all renewal fees and expenses connected with the maintenance of the patent when granted shall be borne equally by the parties. Neither of the parties shall be entitled to work the invention for his

exclusive benefit nor to grant licences without accounting to his co-patentee or his representative or assigns for one half share of all net profits derived from such working or licensing. Either of the parties shall be at liberty to sell his share of the patent, and his assignee shall be subject to and be bound by the conditions and restrictions herein set forth.

4. Any further improvements in the invention which may be devised by either of the parties shall be disclosed to the other, and if considered advisable the same shall be patented in their joint names and at their joint expense.

5. Except where the context requires a different interpretation, or where from other causes such interpretation is not reasonable, any expression referring to either or both of the said parties to this Agreement shall extend and be construed to apply also as far as possible to the assigns of the person or persons so designated.

IN WITNESS &c.

(This Agreement would not require registration unless difficulties were to arise in respect of the partition clause in Paragraph 3.)

III.—AGREEMENT between Joint Inventors and intending co-applicants for the purpose of defining their respective interests, rights, and powers into and under the patent to be applied for.

MEMORANDUM OF AGREEMENT made this _____ day of _____, 18____, **BETWEEN** Isaac Jenkins, of 17 Tuer Street, Manchester, in the County of Lancaster, Cotton Spinner, of the one part, and Kenneth Latham, of The Hawthorns, Palatine Road, Didsbury, near Manchester aforesaid, Engineer, of the other part. **WHEREAS** the said parties have jointly invented certain "Improvements in Carding Engines," a sketch and description of which is contained in the Schedule attached hereto, and in respect of which it is intended by the parties to make joint application for a patent: **AND WHEREAS** the said Isaac Jenkins has invented the chief portion of the said improvements, while the parts of the invention attributable to the said Kenneth Latham refer to less important details, it has been thought desirable before applying for a patent to define the respective shares and the terms and conditions in and under which the said invention and any Letters Patent obtainable for the same shall be possessed and worked by the parties:

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED AS FOLLOWS:—

1. The property constituted by the invention and Letters Patent to be hereafter applied for shall be considered as divided into three equal parts, of which two parts or thirds shall be the share of the said Isaac Jenkins, and the remaining one third the share of the said Kenneth Latham.

2. All expenses connected with ascertaining the novelty of the invention and obtaining Letters Patent therefor, and all renewal fees and charges connected with maintaining the patent in force when granted, shall be borne and paid by the parties hereto in the proportion of their respective interests: namely, two thirds by the said Isaac Jenkins, and one third by the said Kenneth Latham.

3. In the same manner, all net profits obtained as royalties or otherwise from the manufacture, sale, use, or licensing of the said invention and Letters Patent shall be shared by the parties hereto in the same proportions: that is to say, two thirds to the said Isaac Jenkins, and one third to the said Kenneth Latham.

4. If either of the parties hereto should manufacture carding engines made in accordance with the said invention, a fixed royalty, to be mutually agreed upon, shall be chargeable upon each machine, and this royalty shall be shared between the parties in the indicated proportions.

5. Neither of the parties shall be entitled to grant licences without the consent in writing of the other, but either of the parties may sell his share of the invention and future Letters Patent without the concurrence of the other, and the purchaser of the share so assigned shall be subject to the same conditions and restrictions and entitled to the same benefits as are imposed upon and secured to the original co-patentees under this Agreement.

6. The conditions of this Agreement shall apply, not only to the parties hereto, but also, as far as possible, to their assigns.

IN WITNESS &c.

SCHEDULE.

[To contain description and sketch of invention.]

(It would be advisable to follow up this Agreement, after the patent is issued, by a proper deed of partition.)

IV.—AGREEMENT for Sale of Patent, between Inventor who has obtained Provisional Protection, and Purchaser who arranges to pay the purchase-money in the following instalments: viz.—One-third on signing Agreement; one-third on acceptance of Complete Specification; and the remainder on the issue of the Letters Patent.

AN AGREEMENT made the _____ day of _____, 18____, BETWEEN Matthew Nash, of 12 Prior's Court, in the City of London, Clerk, of the one part, and Oliver Paley, of Gracechurch Street, London aforesaid, Advertising Agent, of the other part. WHEREAS the said Matthew Nash claims to be the inventor of, and has obtained provisional protection for, an invention entitled "Improvements in Means for Displaying Advertisements," No. 3698, dated 15th March, 1894, which invention and the patent to be obtained therefor he has agreed to sell to the said Oliver Paley: NOW THESE PRESENTS WITNESS that in consideration of the sum of £150 paid by the said Oliver Paley to the said Matthew Nash as hereinafter set forth, he the said Matthew Nash DOTH HEREBY AGREE to sell and assign the said invention and Letters Patent to the said Oliver Paley, the purchase-money to be paid in the following instalments: that is to say—£50 upon the signing of these presents; £50 upon the acceptance of the Complete Specification (which the said Matthew Nash agrees forthwith, and at his own cost, to prepare and file); and £50 upon the sealing and issue of the Letters Patent.

PROVIDED that if the said Matthew Nash shall fail to file the Complete Specification in due course, the said sum of £50 paid upon the signing of this Agreement shall be returned by him to the said Oliver Paley, or if the said Complete Specification after acceptance should be successfully opposed, then the said sum of £50 paid at the signing of this Agreement, and also the sum of £50 paid on the acceptance of the Complete Specification, shall be repaid by the said Matthew Nash to the said Oliver Paley, and these sums shall be recoverable as a simple contract debt. PROVIDED FURTHER that upon the sealing and issue of the Letters Patent the said Matthew Nash shall forthwith execute a proper deed of assignment conveying the said invention and Letters Patent to the said Oliver Paley, or otherwise shall execute such further deeds or instruments as may be considered necessary to more fully vest and

secure the said invention and Letters Patent in and to the said Oliver Paley, but at the cost of the said Oliver Paley. Any improvements upon the said invention which the said Matthew Nash may devise during the five years following the signing of this Agreement shall be disclosed and submitted to the said Oliver Paley or his assigns, and shall become his property, with the option of protecting the same by a patent if he or they should think fit, but at the cost of the said Oliver Paley or his assigns.

IN WITNESS &c.

(No registration. The Agreement should be replaced by the deed of assignment provided for, and this deed could be registered.)

V.—AGREEMENT for Sale of Patent to Company, made between patentee and trustee for syndicate about to form a company; agreed consideration, partly cash, partly shares in company; patentee to be a director in company; Agreement to become void in the event of capital not being subscribed.

MEMORANDUM OF AGREEMENT made this _____ day of _____, 18____, **BETWEEN** William Scott, of Brierfield Hall, Northwich, in the County of Chester (hereinafter called the Vendor), of the one part, and George Scattergood, of 3 Capstan Street, Liverpool, in the County of Lancaster, Solicitor (hereinafter called the Trustee), of the other part. **WHEREAS** the said Vendor claims to be the true and first inventor of certain "Improvements in Pneumatic Wheel Tyres," for which he has obtained Her Majesty's Letters Patent, No. 14,036, under date the 12th December, 1892, and also certain foreign and colonial patents as set forth in the Schedule A hereto: **AND WHEREAS** the parties whose names appear in the Schedule B hereto, together with the amounts of their respective holdings or interests, and who are hereinafter referred to as the Syndicate, have duly empowered and appointed the said Trustee to agree to purchase the said invention and Letters Patent, home, foreign, and colonial, from the Vendor, in trust for and on their behalf, for the consideration of £10,000 in cash, together with certain fully paid-up shares, but subject to the conditions hereinafter expressed: **NOW THESE PRESENTS WITNESS** that, in pursuance of the said agreement and authorisa-

tion, and for the considerations and subject to the conditions herein expressed, IT IS HEREBY AGREED between the said Vendor and the said Trustee as follows:—

1. The Trustee shall upon the signing of these presents pay to the Vendor the sum of £250, being part payment of the aforesaid sum of £10,000, receipt of which sum of £250 is hereby acknowledged by the Vendor, and the Trustee shall thereupon inform the Syndicate of the execution of this Agreement.

2. The Syndicate or their agents shall then take the necessary steps to promote and form a limited company, to be entitled "The Scott Patent Tyre Company, Limited," and shall register the said company in terms of the Companies Acts, 1862 to 1893, the registered office to be in Liverpool as aforesaid.

3. The capital of the said company shall be £50,000, divided into 5,000 shares of £10 each, and out of the said 5,000 shares 1,000 fully paid-up shares shall be allotted to the Vendor, in addition to the sum of £10,000 already referred to, and the Vendor shall be placed upon the board of directors.

4. Immediately upon the registration of the company prospectuses and advertisements will be issued and the subscription of capital invited. If the required amount of capital is subscribed the Vendor shall thereupon execute a proper assignment or assignments duly conveying and transferring the said invention and patents, both in this country and elsewhere, and also the benefits of any future improvements devised by him upon or in addition to the said inventions and Letters Patents, as beneficial owner, to the said company or their duly appointed trustees, and the Vendor shall upon the execution of the assignment receive the sum of £9,750, being the amount of purchase money hereinbefore set forth, less the sum of £250 paid at the signing of this agreement, and shall in addition have delivered to him the certificates representing 1,000 fully paid-up shares of £10 each.

5. If sufficient capital should not be subscribed to pay the said purchase money and justify proceeding to allotment, then within three months after the date of the first issued prospectuses or advertisements inviting subscriptions of capital to the company this

Agreement shall become null and void, and the Trustee shall forfeit and the Vendor shall retain the sum of £250 paid at the signing of this Agreement.

IN WITNESS &c.

SCHEDULE A.

(Numbers, dates, and titles of home and foreign patents.)

SCHEDULE B.

(Names of members of syndicate, with amounts of holdings or interest.)

NOTE.—This Agreement, together with any subsequent instrument, should be referred to in any prospectus issued, and should also be filed with the Registrar of Joint Stock Companies, pursuant to Section 25 of the Companies Act, 1867.

VI.—ASSIGNMENT (Absolute) of Invention and Letters Patent by the Patentee to a Purchaser.

AN INDENTURE made the _____ day of _____, 18____, BETWEEN Robert Sheddon, of 29 New Smithhills, Paisley, in the County of Renfrew, North Britain, Iron Turner (hereinafter called the Assignor), of the one part, and Theodore Underwood, of the Clydebank Shipbuilding Yard, Stobcross, Glasgow, in the County of Lanark, N.B., Marine Engineer (hereinafter called the Assignee), of the other part. WHEREAS the Assignor claims to be the inventor of certain "Improvements in Feathering Paddle-wheel Floats," for which he has obtained Letters Patent, No. 12,342, dated 23rd July, 1893: AND WHEREAS the Assignor has agreed with the Assignee for the sale to him, the Assignee, of the said invention and Letters Patent for the sum hereinafter expressed: NOW THIS INDENTURE WITNESSETH that, in pursuance of the said agreement and in consideration of the sum of £1,000 paid by the Assignee to the Assignor upon the signing of these presents (the receipt of which sum is hereby acknowledged), he the Assignor, as beneficial owner, doth hereby assign unto the Assignee and his assigns absolutely all those the said invention and Letters Patent and the sole and exclusive benefit thereof, and all rights, powers, emoluments, and

advantages whatsoever ~~under or~~ in respect of the said Letters Patent; the Assignor **hereby** covenanting with the Assignee and his assigns that, notwithstanding anything by him the Assignor done, omitted, or knowingly suffered, the said Letters Patent are now valid and subsisting.

IN WITNESS &c.

(This assignment should be under seal, and should be registered.)

VII.—ASSIGNMENT of Half Share of Patent; co-owners to work the invention under the patent independently of each other, but all licences to be granted under the hands and seals of both.

AN INDENTURE made the _____ day of _____, 18____, BETWEEN Richard Mason, of The Phoenix Boiler Works, Pendleton, Manchester, in the County of Lancaster, Boiler Maker (hereinafter called the Assignee), of the one part, and Thomas Johnson, of 40 MacDonald Street, Belfast, County Antrim, Ireland, Engineer (hereinafter called the Assignee), of the other part. WHEREAS the Assignor has obtained Letters Patent, No. 7326, dated the 12th of July, 1892, for "Improvements in the Construction of Steam Generators," of which he claims to be the true and first inventor: AND WHEREAS the Assignor has agreed to sell one half share of the said invention and Letters Patent to the Assignee for the sum of £600, but subject to the conditions hereinafter set forth: NOW THIS INDENTURE WITNESSETH that, in consideration of the said sum of £600 paid by the Assignee to the Assignor at the signing of these presents, and the receipt of which is hereby acknowledged, he the Assignor, as beneficial owner, doth hereby assign and convey one half share of the said invention and Letters Patent absolutely to the Assignee and his assigns, the said assignment being coupled with the following conditions:—

1. Either of the parties may, in carrying out his own business, manufacture and sell boilers made in accordance with the said invention, and under the said Letters Patent, without accounting to the other for profits and royalties derived therefrom.

2. Neither of the parties alone shall be at liberty to grant any licences to third parties to manufacture and sell under the said

Letters Patent, but any such licence shall be granted only with the full consent of both parties, and under their respective hands and seals, and all royalties and profits whatsoever accruing under such licence or licences shall be divided equally between the parties hereto, share and share alike.

3. All renewal fees for maintaining the patent in force and the agency or other charges connected with the payment of such renewal fees shall be borne and paid by the parties hereto in equal proportions, and if either of the parties or his assigns should omit or refuse to pay his or their share of such renewal fees and expenses, the same shall remain a charge upon his or their share of the patent, or otherwise shall be recoverable from the party or his assigns by the other party by action at law as a simple contract debt.

4. Either of the parties shall be at liberty at any time to sell his share of the said invention and Letters Patent to a third party, but only after the other party has had the first refusal of the said share at the price for which the said half share is actually and ultimately sold.

5. The terms "Assignor" and "Assignee," and any other terms herein used to describe the parties to this Agreement, shall be understood to include, as far as possible, their assigns, except where such an interpretation is specifically barred.

IN WITNESS &c.

(To be under seal and registered.)

VIII.—ASSIGNMENT of a Patent to Trustees in Trust for Purchasers having unequal shares, the trustees to exploit the patent, sell the goods, grant licences, draw royalties, distribute profits, call for contributions, and otherwise act generally for the beneficial owners.

AN INDENTURE made the _____ day of _____, 18____,
BETWEEN Hiram Potter, of Newark, New Jersey, United States of America, Engineer (hereinafter called the Vendor), of the first part; James Steel, of 12 Victoria Street, in the City of London, Civil Engineer, Alfred Mottershead, of the "Black Bull" Hotel, Chester, in the County of Chester, Wine Merchant, and Philip Stapleton,

of Burnley, in the County of Lancaster, Cotton Spinner (hereinafter called the Purchasers), of the second part; and George Kinghorn and Frederick Wilson, both of 133 King William Street, in the City of London, Chartered Accountants (hereinafter called the Trustees), of the third part. WHEREAS the Vendor has obtained Her Majesty's Letters Patent in the United Kingdom for "An Improved Telephonic Transmitter," No. 328, dated 14th January, 1894: AND WHEREAS he has agreed to sell and the Purchasers have agreed to purchase the said invention and Letters Patent for the sum of £5,000 in the following shares and proportions: namely—As to the said James Steel, one half share, for which his contribution to the purchase money is £2,500, and as to the said Alfred Mottershead and Philip Stapleton, one fourth share each, for which their contributions to the purchase money are respectively £1,250 each: AND WHEREAS the Purchasers have requested the Vendor to assign the said invention and Letters Patent to the aforesaid Trustees, in trust for the purchasers, subject to the payment of the purchase money and to the conditions herein expressed: NOW THIS INDENTURE WITNESSETH that, in pursuance of the said agreement and request, and in consideration of the said sum of £5,000 paid at the signing of these presents, and the receipt of which the Vendor hereby acknowledges, he the Vendor, as beneficial owner, doth hereby assign and convey to the Trustees the aforesaid invention and Letters Patent, upon trust for the Purchasers as tenants in common in the shares already set forth: namely, one half share to the said James Steel, and one fourth share each to the said Alfred Mottershead and Philip Stapleton. AND THE VENDOR doth hereby covenant with the said Trustees jointly, and also with each of the Purchasers separately, that, notwithstanding anything by the Vendor done, omitted, or knowingly suffered, the said Letters Patent are now valid and subsisting and not void or voidable. PROVIDED FURTHER and it is hereby agreed and declared as follows:—

1. Except under licence granted by the Trustees, none of the Purchasers or their assigns shall be entitled to make, use, exercise, or vend the said invention and Letters Patent within the United Kingdom.

2. The Trustees shall work and exploit the patent and premises to the best advantage of the Purchasers, and shall, subject to the

direction and advice of the Purchasers, or a majority of the Purchasers representing three fourths of the value, manufacture the patented apparatus and grant licences for the manufacture, use, and sale of the invention at royalties to be fixed by the Purchasers or a majority as aforesaid, and all net profits, royalties, and emoluments accruing to the Trustees from and by such manufacture, licensing, and exploiting of the invention and Letters Patent shall form part of the trust estate, and, subject to the payment of all costs and expenses, shall be held by the Trustees in trust for the Purchasers and paid to them in accordance with their respective shares as hereinbefore set forth.

3. The Trustees may, and shall at any time during the continuance hereof, at the request in writing of the Purchasers or their assigns, or such of them as hold a majority in value of not less than three-fourths of the entire value of the patent and premises, sell the said Letters Patent, and the purchase-money so obtained, after deducting all necessary costs and expenses, shall be divided among the Purchasers or their assigns in accordance with the amounts of their respective holdings.

4. The Trustees shall, out of the trust estate, pay the renewal fees necessary to maintain the said patent in force, or to obtain and maintain any further patents which may be applied for or bought by or under the direction of the Purchasers, or for any extension or extensions of the said patent or patents, and, generally, the Trustees shall pay out of the trust moneys all costs, expenses, and liabilities strictly chargeable against the estate.

5. Any proceedings at law or otherwise necessary for the protection and maintenance of any Letters Patent aforesaid, or for the protection and maintenance of the rights of the owners therein, and for the prosecution of infringers pirating the invention or inventions, or slandering the title or titles of such Letters Patent or Patents, shall be taken and prosecuted by the Trustees when required so to do by the Purchasers or by a three-fourths value majority of the Purchasers, the costs of such proceedings to be borne by the trust estate, and any moneys recovered in the form of damages or otherwise, or sums paid to compromise actions, shall be paid and accrue to the said trust estate, less costs and charges paid in recovering or obtaining the same or judgments to that effect.

6. The Trustees shall present accounts as between themselves and the respective Purchasers half-yearly, such accounts to be made out as extending from the 1st day of January in each year to the 30th day of June in each year, and from that day to the 31st day of December in each year, such accounts to be presented and a proper balance struck, audited by independent auditors appointed by the Purchasers and settled not less than fourteen days after the termination of the respective periods over which the accounts extend. If on the presentation of accounts it should be found that there is an adverse balance against the trust estate or the respective Purchasers, then the Trustees shall apportion the sum to be paid by each Purchaser, having regard to his (the Purchaser's) share, and shall require him in writing to pay such sum within fourteen days, and if default in payment is made the said sum due shall bear interest at five per cent. per annum, and shall until paid remain a charge upon the defaulting owner's share in the estate.

7. For each half-year or portion thereof, each Trustee shall during the continuance of his trusteeship receive the sum of £100, such payment to come out of the moneys of the trust estate generally and not to be chargeable as a debt against any of the Purchasers particularly.

8. The Trustees or either of them may be removed by the Purchasers, but such power of removal shall be exercised only by a majority representing two-thirds in value of the entire ownership.

9. If any difference shall arise between the parties—that is to say, between the Vendor and the Trustees, or between the Trustees, or between the Purchasers, or between the Trustees and the Purchasers—in respect of the construction of this instrument, or of the respective rights, duties, or liabilities of the parties, the same shall, if competent and desirable, be referred to two arbitrators, one to be appointed by each of the parties, and such arbitrators, or their umpire, may accordingly make an award in respect of the said difference, and the costs of or incidental to such reference and award respectively, and the person or persons by whom and in what manner the same shall be paid; and the submission may be made an order of the High Court of Justice upon the application of either party, who may consent or instruct counsel to consent thereto for the other of them, the death of any party not to operate as a

revocation of the submission or otherwise, be a bar to proceedings in respect thereof.

IN WITNESS &c.

(NOTE.—Although dealing with a trust, this deed can and should be registered as an assignment. Registration will not, however, refer to the trusts therein set forth. See Section 85 of the Patent Acts.)

IX.—LICENCE (Non-Exclusive) in Consideration of Royalties to be paid half-yearly.

AN INDENTURE made the _____ day of _____, 18____, BETWEEN Henry Dickenson, of 4 Saxby Street, Salford, in the County of Lancaster, Mill Mechanic (hereinafter called the Licensor) of the one part, and John Booth, trading as Jacob Booth and Co., of the Penelope Works, Burnley, in the same county, Manufacturer (hereinafter called the Licensee), of the other part. WHEREAS the Licensor has obtained Letters Patent, No. 393, of the 8th day of January, 1893, for a certain invention entitled "Improvements in Shuttle Tongues": AND WHEREAS the Licensee has applied to obtain and the Licensor has agreed to grant the Licensee a licence to use the said invention in consideration of the royalties and upon the terms hereinafter set forth: NOW THIS INDENTURE WITNESSETH that, in pursuance of the said agreement, and in consideration of the royalties hereinafter reserved and the covenants on the part of the Licensee hereinafter contained, the Licensor doth hereby grant unto the Licensee full liberty, licence, power, and authority to make, use, exercise, and vend the said invention within the United Kingdom and the Isle of Man: TO HAVE, HOLD, exercise, and enjoy the said licence and premises unto and by the Licensee and his successors in business for and during all the residue now to come and unexpired of the term of fourteen years for which the said Letters Patent were granted: YIELDING AND PAYING unto the Licensor half-yearly, on the 30th day of June and the 31st day of December in each year, for every gross of shuttle tongues manufactured and sold by the Licensee in accordance with the said invention and Letters Patent, the sum of ten shillings as royalty: PROVIDED ALSO that the Licensee shall keep at his usual place of business all proper books of account,

and will enter therein all particulars relating to the manufacture and sale by him of the said patent shuttle tongues, and will produce the said books to the Licensor or his authorised agent at all reasonable times for inspection and the taking of copies or extracts therefrom, and will at the end of each half-year aforesaid deliver or send to the Licensor a statement in writing of all essential particulars of the manufacture and sale during such half-year of the said patent shuttle tongues, together with a statement showing the amount of royalties payable to the Licensor, and shall, if required so to do, verify the said statement and particulars by statutory declaration.

AND IT IS FURTHER PROVIDED that if the amount of royalties payable under this licence should for any continuous two years fall beneath the aggregate sum of £100, then the Licensor may terminate and withdraw this licence by giving three months' notice to that effect. FURTHER, if, as the result of proceedings at law or otherwise, the aforesaid Letters Patent should in the High Court or in any Court of Appeal be declared null and void, either wholly or in respect of their essential features, this licence shall therefrom cease and determine, and the Licensee shall be at liberty to manufacture the said shuttle tongues without the payment of royalty to the Licensor, notwithstanding that this licence is expressed to be for the full term of patent right. In the event of the Licensee wishing to terminate and withdraw from this licence, he may do so by giving the Licensor three months' notice to that effect, and nothing in the licence mentioned shall operate as estoppel to prevent the Licensee, after his licence has determined, from challenging the validity of the patent, either as plaintiff or defendant, in any action at law commenced and prosecuted after the termination of this licence.

THE LICENSEE shall stamp all shuttle tongues manufactured by him in accordance with the said invention and Letters Patent or otherwise. The shuttles to which the tongues are applied shall be stamped with the words "Dickenson's Patent," and also with the number of the patent.

LASTLY, the Licensor shall, during the continuance of this licence, pay the renewal fees necessary to keep the patent in force, and shall, if required, produce the certificate of payment fourteen days before the last day for such payment, or otherwise shall allow the Licensee to pay the said renewal fees, the amount thereof

to be deducted from the royalties then or thereafter due to the Licensor.

IF THE LICENSEE should at any time fail to pay the royalties due to the Licensor within three weeks from the end of the half-year in respect of which such royalties are payable the Licensor may thereupon by notice in writing revoke this licence without prejudice to his right of recovery of any moneys then due to him or to any right of action in respect of breaches of this licence.

IN WITNESS &c.

X.—LICENCE (Exclusive, save in respect of Licensor) for a Single County at Rent and Royalties.

AN INDENTURE made the_____day of_____, 18____, BETWEEN George Champion, of the Tubal Brass Works, Tubal Lane, Manchester, in the County of Lancaster, Brass and Tin Worker (hereinafter called the Licensor), of the first part, and Frederick Perkins, of 12 Grove Street, Bury, in the same county, Tinsmith (hereinafter called the Licensee), of the second part. WHEREAS the Licensor claims to be the true and first inventor of and has obtained Her Majesty's Letters Patent, No. 12,333, of 12th October, 1890, for an invention of "Improvements in Humidifying and Ventilating Apparatus": AND WHEREAS the Licensee has agreed to take, and the Licensor has agreed to grant an exclusive but (except as hereinafter limited) non-assignable licence to the Licensee to make, use, exercise, and vend the said invention in accordance with the said patent at the rent and royalties and under the conditions hereinafter specified: NOW THIS INDENTURE WITNESSETH that, in pursuance of the said agreement and conditions, and in consideration of the said rent and royalties reserved, the Licensor, as beneficial owner, hereby grants, and the Licensee agrees to accept, an exclusive licence upon the following terms:

1. The licence hereby granted shall continue for the full term now to come and unexpired of the aforesaid patent rights, subject to the hereinafter contained conditions as to terminating the licence.

2. For each year during which the licence shall continue, dating from the date of this indenture, the Licensee shall pay to the Licensor an annual rent of £50, payable in advance, the first payment of £50 being made at the signing of these presents and acknowledged by the Licensor to be so paid.

3. In addition to the said annual payment of £50, the Licensee shall pay to the Licensor, for each humidifier manufactured by him during the continuance of this licence, the sum of £1 as royalty, such payments to be made half-yearly. The first payment of royalties, if any should be due, shall be made fourteen days after the expiry of six months from the date of this indenture, and thereafter half-yearly as provided.

4. The Licensee shall keep proper books of account at his usual place of business, and shall enter therein all particulars of humidifying and ventilating apparatus manufactured by him in accordance with the invention and patent, and shall allow the same to be inspected, and copies and extracts made thereof and therefrom, by the Licensor or his authorised agent, at all reasonable times, and shall allow the Licensor or his authorised agent, at all reasonable times, to inspect his works if the Licensor should desire so to do. The Licensee shall at the end of each half-year furnish true statements showing the number of humidifiers manufactured by him during the half-year then expired, and shall accompany the said statement by an account showing the amount of royalties due to be paid to the Licensor, and shall verify the said statements and accounts by statutory declaration if required so to do by the Licensor. All sums due as royalties from the Licensee to the Licensor shall be paid to the Licensor not less than fourteen days after the expiry of each half-year.

5. Although this indenture is set forth as an exclusive licence, the Licensor reserves to himself the right to manufacture and sell humidifying apparatus in Lancashire, under his patent as aforesaid, but at prices which shall not be lower than those quoted by the Licensee, and all humidifiers sold by the Licensor shall be strictly those of his own manufacture, made at his works in Tubal Lane as aforesaid, or in any other workshop to which he may hereafter remove, or in which he may carry on his business.

6. The Licensee will not during the continuance of this licence manufacture any humidifying apparatus except in accordance with the said invention, and will not, while the licence is in force, dispute the validity of the said Letters Patent, and will do all in his power to detect infringers and assist the Licensor in any proceedings at law or otherwise which the Licensor may institute to protect his patent rights and interests.

7. Each humidifier and ventilating apparatus manufactured and sold by the Licensee shall bear upon the casing, or upon some prominent part of the apparatus, a stamped brass plate, of not less than two inches in length by an inch and a quarter in breadth, bearing the words "Champion's Patent" and the numerals "No. 12,333⁰⁰"; but to this the Licensee may add his name and address as maker. These brass plates will be consecutively numbered, and will be supplied at cost price by the Licensor to the Licensee, the latter binding himself to use only such brass plates as are supplied to him by the Licensor, and no others, and all humidifiers in accordance with the patent identified as having issued from the hands of the Licensee and not bearing a brass plate so supplied shall be chargeable with triple royalty, hereby agreed to represent liquidated damages suffered by the Licensor, unless a reasonable explanation is forthcoming.

8. The Licensor binds himself to maintain the patent in force during the continuance of this licence by the payment of the annual renewal fees, the certificate of each payment of the said renewal fees to be shown by the Licensor to the Licensee not less than fourteen days before the payment shall have become due; and if from any cause the Licensor shall omit or fail to pay any such renewal fee, the Licensee shall be at liberty to pay the same, together with any fine, if such should have been incurred, and shall charge the same against the Licensor, and deduct it from any moneys due to the Licensor at that time or thereafter in the hands of the Licensee.

9. If any rent, royalties, or other sums due from the Licensee to the Licensor should remain unpaid for one month after the time when they shall have become due, or if a breach of any of the conditions herein contained should be committed by the Licensee, the Licensor shall be at liberty to terminate this licence by giving two months' notice, and at the expiry of that time this licence shall cease and determine.

10. If the Letters Patent in respect of which this licence is granted shall, as the result of proceedings at law between the Licensor and third parties, or by revocation or otherwise, be finally declared void, either wholly or as to a material part thereof, then this licence shall forthwith cease and determine, and the Licensee shall be at liberty to manufacture and sell the invention without accounting to the Licensor for rent and royalties; and in any case, if at any time after the expiry of three years from the date hereof the Licensee should wish to terminate this licence, he may do so by giving six months' notice to that effect, whereupon this licence shall cease and determine.

11. The Licensee shall not be at liberty to sell or assign this licence, during its continuance, to another or to others; but in the event of the death or withdrawal from business of the Licensee, this licence shall continue to his representatives and successors in business upon the terms and under the conditions hereinbefore set forth as enjoyed by and binding upon the Licensee himself.

IN WITNESS &c.

(NOTE.—This Licence should be entered in the Register of Patents.)

XI.—NOTICE BY LICENSOR TO TERMINATE LICENCE.

(Address and date.)

IN ACCORDANCE with the power given me under Clause _____ of the Licence dated the _____ day of _____ 18____ granted by me to you in respect of Letters Patent No. 15,342 of 18th December, 1892, for "Improvements in Skates," I hereby give you notice that the said Licence shall as and from the _____ day of _____ next absolutely cease and determine.

(Signature) _____

To A.B., of

(NOTE.—An intimation of this withdrawal should be sent to the Comptroller-General of Patents.)

XII.—MORTGAGE OF A PATENT.

AN INDENTURE made the _____ day of _____, 18 __, BETWEEN Sidney Smith, of The Hollies, Cleworth Street, Barnstaple, in the County of Devon, Hat Manufacturer (hereinafter called "the Mortgagor"), of the one part, and Walter Pym, of Newport, Barnstaple aforesaid, Gentleman (hereinafter called "the Mortgagee"), of the other part. WHEREAS the Mortgagor has obtained Her Majesty's Letters Patent, No. 1,236, dated 24th February, 1887, for an invention entitled "An Improved Filter": AND WHEREAS the Mortgagor has applied to the Mortgagee for a loan of £500, to be secured, together with interest thereon, by a mortgage of the said invention and Letters Patent as hereinafter expressed: NOW THIS INDENTURE WITNESSETH that, in consideration of the said sum of £500 this day paid by the Mortgagee to the Mortgagor (the receipt whereof is hereby acknowledged), the Mortgagor doth hereby covenant with the Mortgagee that he (the Mortgagor) will pay to the Mortgagee, on the _____ day of _____ next, the sum of £500, together with interest thereon at the rate of six per cent. per annum. AND THIS INDENTURE ALSO WITNESSETH that, for the consideration aforesaid, the Mortgagor, as beneficial owner, doth hereby assign unto the Mortgagee all those the said invention and Letters Patent and the sole and exclusive benefit thereof, to hold the said invention, Letters Patent, and premises unto the Mortgagee and his assigns, subject to the proviso for redemption hereinafter contained. PROVIDED ALWAYS that if the Mortgagor shall pay to the Mortgagee the sum of £500, with interest for the same in the meantime at the rate of six per cent. per annum, on the said _____ day of _____ next, then the Mortgagee will at any time thereafter, at the request and cost of the Mortgagor, re-assign to him the said Letters Patent and premises; but otherwise if the said sum of £500 or any part thereof shall remain unpaid after the said _____ day of _____ next, he the Mortgagor shall pay to the Mortgagee, so long as the said sum or any part thereof shall remain unpaid, interest on the said sum or unpaid part thereof at the rate of six per cent. per annum by equal half-yearly payments on the _____ day of _____ and the _____ day of _____. PROVIDED ALSO that if the said Mortgagor shall at the said periods or within fourteen days thereafter make payment to the Mortgagee of the said interest

and shall perform and observe all the covenants and conditions herein contained, and on his part to be performed and observed, then the Mortgagee will not call in the said sum of £500 or any unpaid portion thereof until the _____ day of _____ 18____. PROVIDED ALSO that in such case provided the Mortgagor shall not before the said _____ day of _____ 18____ compel the Mortgagee to receive the said sum of £500 or the unpaid portion thereof.

AND THE MORTGAGOR doth hereby covenant with the Mortgagee that the said Letters Patent are now valid and subsisting and not void or voidable, and that the Mortgagor will during the continuance of this security pay all fees necessary for the renewal and maintenance of the said Letters Patent at least one month before the day when such renewal fees shall become due, and shall forthwith send or deliver to the Mortgagee the receipt for every such payment; and if the Mortgagor should fail to pay such renewal fee, then the Mortgagee may, if he think fit, himself make payment of the fee, and the amount, together with the expenses, fine, or other charges, will remain on the security hereof as further moneys advanced. PROVIDED ALSO 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 interference from the Mortgagee, and may also, in the joint names of himself and the Mortgagee, grant licences to make, use, exercise, and vend the same.

LASTLY, it is hereby declared that, except when the context requires a different interpretation, each of the expressions "Mortgagor" and "Mortgagee" shall, wherever used herein, be also applicable, as far as possible, to the assigns of the parties hereby designated.

IN WITNESS &c.

(NOTE.—This Mortgage should be registered.)

EXTRACT

FROM THE

PARTNERSHIP LAW AMENDMENT ACT, 1865.

(28 & 29 VICTORIA, CHAPTER 86.)

The advance of money on contract to receive a share of profit not to constitute the lender a partner.

1. The advance of money by way of loan to a person engaged or about to engage in any trade or undertaking upon a contract in writing with such person that the lender shall receive a rate of interest varying with the profits, or shall receive a share of the profits arising from carrying on such trade or undertaking, shall not, of itself, constitute the lender a partner with the person or the persons carrying on such trade or undertaking, or render him responsible as such.

* * * * *

In case of bankruptcy &c., lender not to rank with other creditors.

5. In the event of any such trader as aforesaid being adjudged a bankrupt, or taking the benefit of any Act for the relief of insolvent debtors, or entering into an arrangement to pay his creditors less than twenty shillings in the pound, or dying in insolvent circumstances, the lender of any such loan as aforesaid shall not be entitled to recover any portion of his principal, or of the profits or interest payable in respect of such loan.

EXTRACT

FROM THE

CONVEYANCING AND LAW OF PROPERTY ACT, 1881.

(44 & 45 VICTORIA, CHAPTER 41.)

(THIS ACT DOES NOT EXTEND TO SCOTLAND.)

Covenants for Title.

7. (1) In a conveyance there shall, in the several cases in this section mentioned, be deemed to be included, and there shall in those several cases, by virtue of this Act, be implied, a covenant to the effect in this section stated, by the person or by each person who conveys, as far as regards the subject-matter or share of subject-matter expressed to be conveyed by him, with the person, if one, to whom the conveyance is made, or with the persons jointly, if more than one, to whom the conveyance is made as joint tenants, or with each of the persons, if more than one, to whom the conveyance is made as tenants in common, that is to say:

Covenants
for title to
be implied

(a) 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):

On convey-
ance for
value by
beneficial
owner.

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

Right to
convey.

Quiet enjoy-
ment.

Freedom
from in-
cumbance,

Further
assurance.

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, 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 :

- (c) In a conveyance by way of mortgage, the following covenant by a person who conveys and is expressed to convey as beneficial owner (namely):

On mortgage, by beneficial owner.

That 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 by him, subject as, if so expressed, and in the manner in which it is expressed to be conveyed; and also that, if default is made in payment of the money intended to be secured by the conveyance, or any interest thereon, or any part of that money or interest, contrary to any provision in the conveyance, it shall be lawful for the person to whom the conveyance is expressed to be made, and the persons deriving title under him, to enter into and upon, or receive, and thence-

Right to convey.
Quiet enjoyment.

Freedom
from incum-
brance.

Further
assurance.

forth quietly hold, occupy, and enjoy or take and have, the subject-matter expressed to be conveyed, or any part thereof, without any lawful interruption or disturbance by the person who so conveys, or any person conveying by his direction, or any other person not being a person claiming in respect of an estate or interest subject whereto the conveyance is expressly made; and that, freed and discharged from, or otherwise by the person who so conveys sufficiently indemnified against, all estates, incumbrances, claims, and demands whatever, other than those subject whereto the conveyance is expressly made; and further, that the person who so conveys and every person conveying by his direction, and every person deriving title under any of them, and every other person having or rightfully claiming any estate or interest in the subject-matter of conveyance, or any part thereof, other than an estate or interest subject whereto the conveyance is expressly made, will from time to time and at all times, on the request of any person to whom the conveyance is expressed to be made, or of any person deriving title under him, but, as long as any right of redemption exists under the conveyance, at the cost of the person so conveying, or of those deriving title under him, and afterwards at the cost of the person making the request, execute and do all such lawful assurances and things for further or more perfectly assuring the subject-matter of conveyance and every part thereof 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:

On convey-
ance by
trustee or
mortgagee.

(f) In any conveyance, the following covenant by every person who conveys and is expressed to convey as

trustee or mortgager, or as personal representative of a deceased person, or as committee of a lunatic so found by inquisition, or under an order of the Court, which covenant shall be deemed to extend to every such person's own acts only (namely) :

That the person so conveying has not executed or done, or knowingly suffered, or been party or privy to, any deed or thing whereby or by means whereof the subject-matter of the conveyance, or any part thereof, is or may be impeached, charged, affected, or incumbered in title, estate, or otherwise, or whereby or by means whereof the person who so conveys is in anywise hindered from conveying the subject-matter of the conveyance, or any part thereof, in the manner in which it is expressed to be conveyed.

Against
incum-
brances.

(2) Where in a conveyance it is expressed that by direction of a person expressed to direct as beneficial owner another person conveys, then, within this section, the person giving the direction, whether he conveys and is expressed to convey as beneficial owner or not, shall be deemed to convey and to be expressed to convey as beneficial owner the subject-matter so conveyed by his direction; and a covenant on his part shall be implied accordingly.

(4) Where in a conveyance a person conveying is **not expressed to convey as beneficial owner**, or as settlor, or as trustee, or as mortgagee, or as personal representative of a deceased person, or as committee of a lunatic so found by inquisition, or under an order of the Court, or by direction of a person as beneficial owner, **no covenant on the part of the person conveying shall be, by virtue of this section, implied in the conveyance.**

(6) The benefit of a covenant implied as aforesaid shall be annexed and incident to, and shall go with, the estate or interest of the implied covenantee, and shall be capable of being enforced by every person in whom that estate or interest is, for the whole or any part thereof, from time to time vested.

Covenants
for title.

(7) A covenant implied as aforesaid may be varied or extended by deed, and, as so varied or extended, shall, as far as may be, operate in the like manner, and with all the like incidents, effects, and consequences, as if such variations or extensions were directed in this section to be implied.

Covenants
to extend
to heirs &c.

59. (1) A covenant and a contract under seal and a bond or obligation under seal, though not expressed to bind the heirs, shall operate in law to bind the heirs and real estate, as well as the executors and administrators, and personal estate of the person making the same as if heirs were expressed.

(2) This section extends to a covenant implied by virtue of this Act.

* * * * *

Effect of
covenant
with two or
more
jointly.

60. (1) A covenant and a contract under seal and a bond or obligation under seal, made with two or more, jointly to pay money or to make a conveyance, or to do any other act to them, or for their benefit, shall be deemed to include, and shall by virtue of this Act imply, an obligation to do the act to or for the benefit of the survivor or survivors of them, and to or for the benefit of any other person to whom the right to sue on the covenant, contract, bond, or obligation devolves.

THE STAMP MEDICINES ACT, 1812.

According to this Act, where any person prepares and sells medicaments for inward or outward use, alleged to be compounded from some secret recipe, or claims to have an exclusive right or title to the making or preparing of the same, **or where such medicaments are exposed for sale under the authority of any Letters Patent**, the packet, box, or bottle must bear a Government stamp applied in such a way that the contents cannot be reached without tearing the stamped label or cover. Penalty for non-observance, £10 for each offence. (See remarks on "Patent Medicines," page 89, *supra*.)

INDICES.

NOTE.—The following Indices are arranged according to subject-matter—viz., Patents, Trade Marks, and Designs. An alphabetical list of the Foreign Countries and Colonies whose Patent Laws are dealt with will be found in the Table of Contents, pages x and xi.

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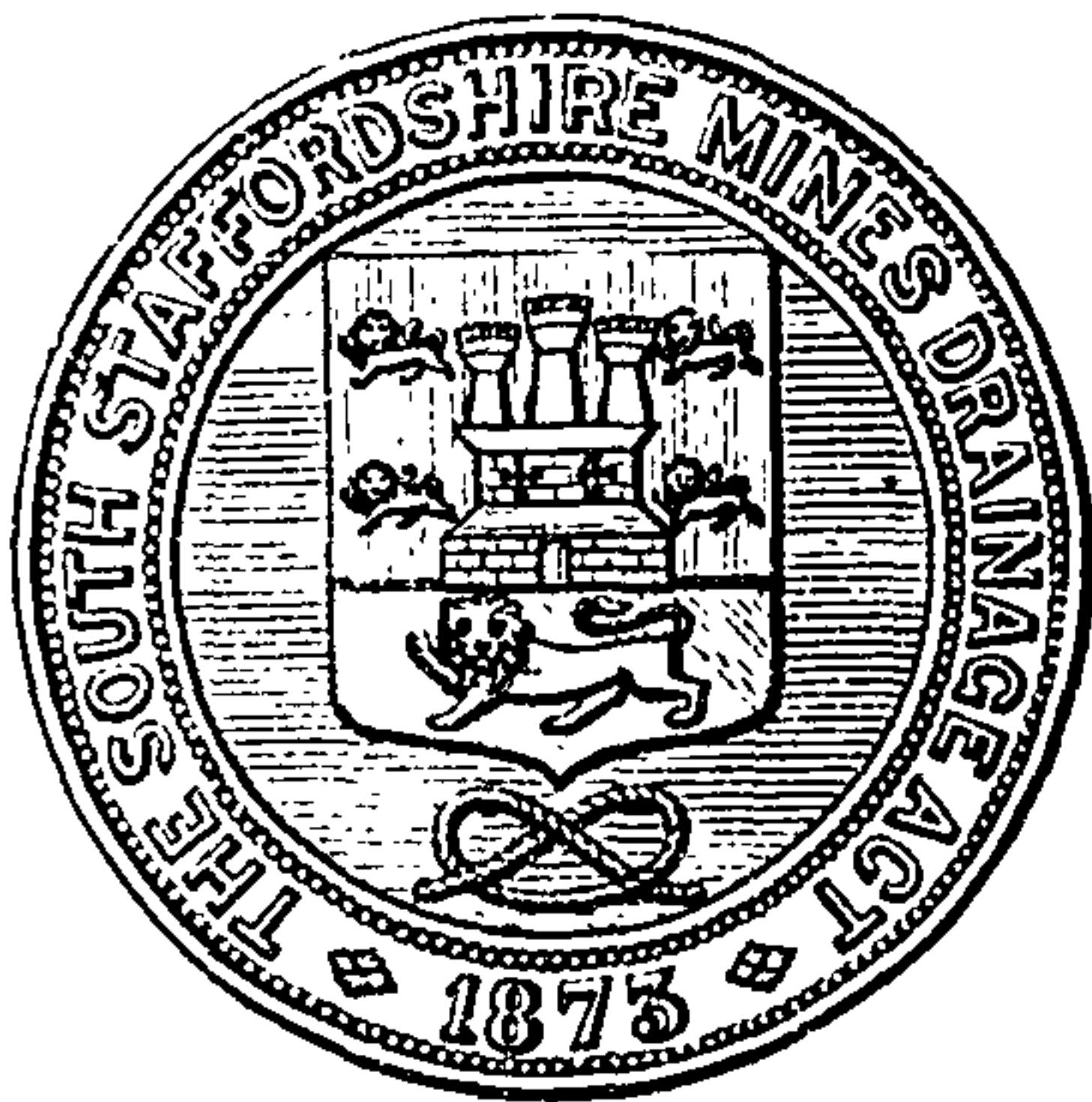
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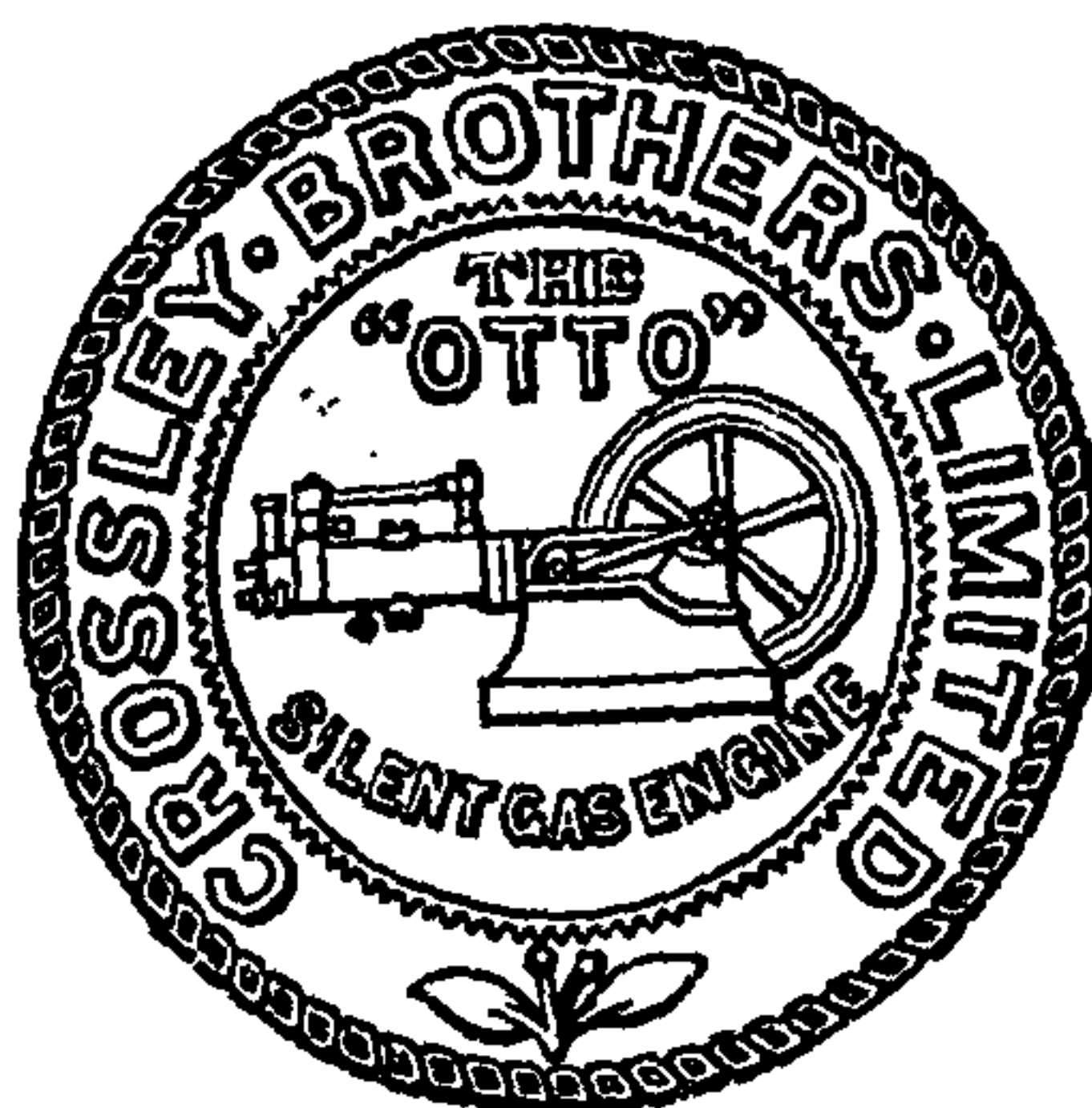
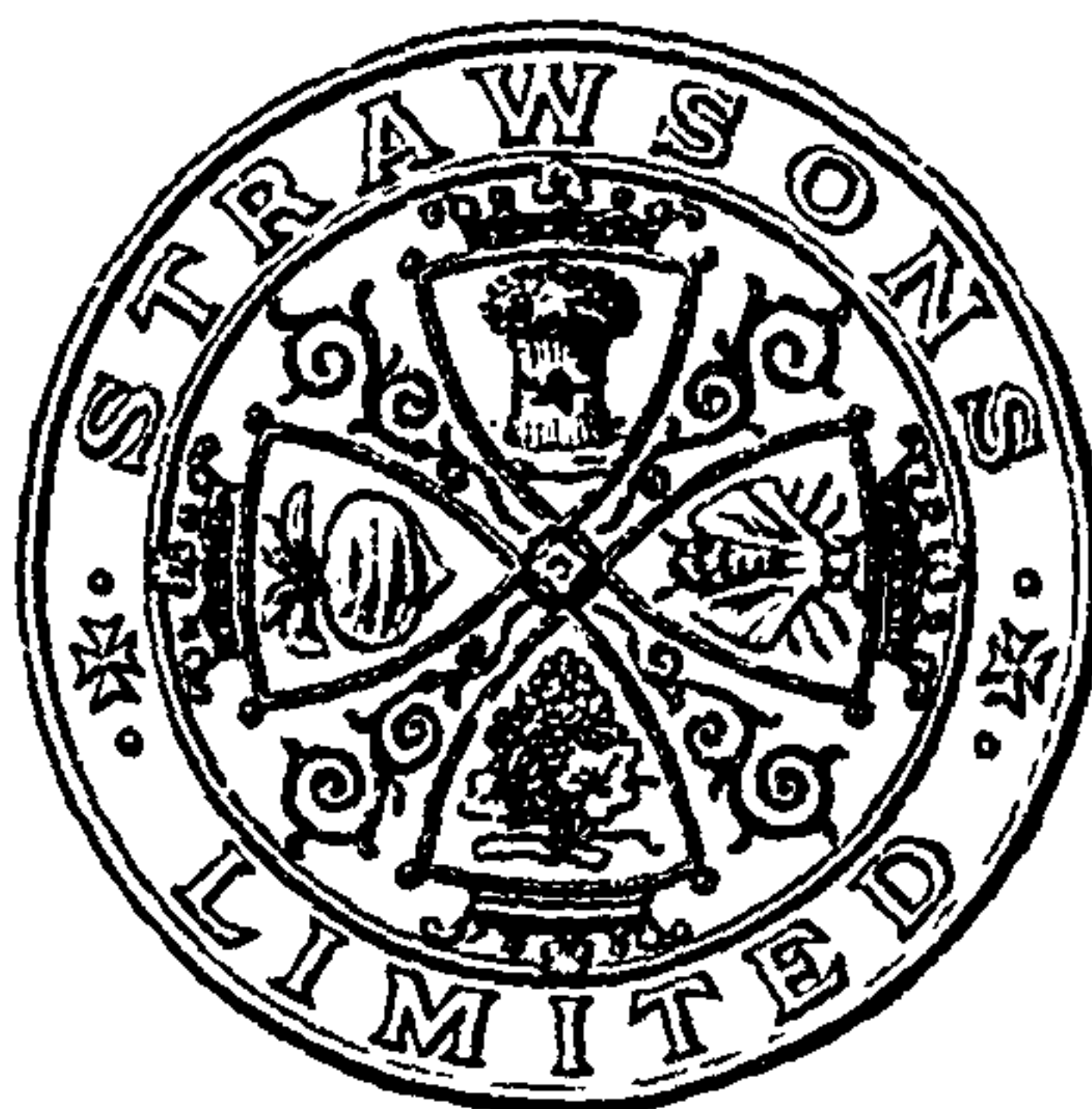
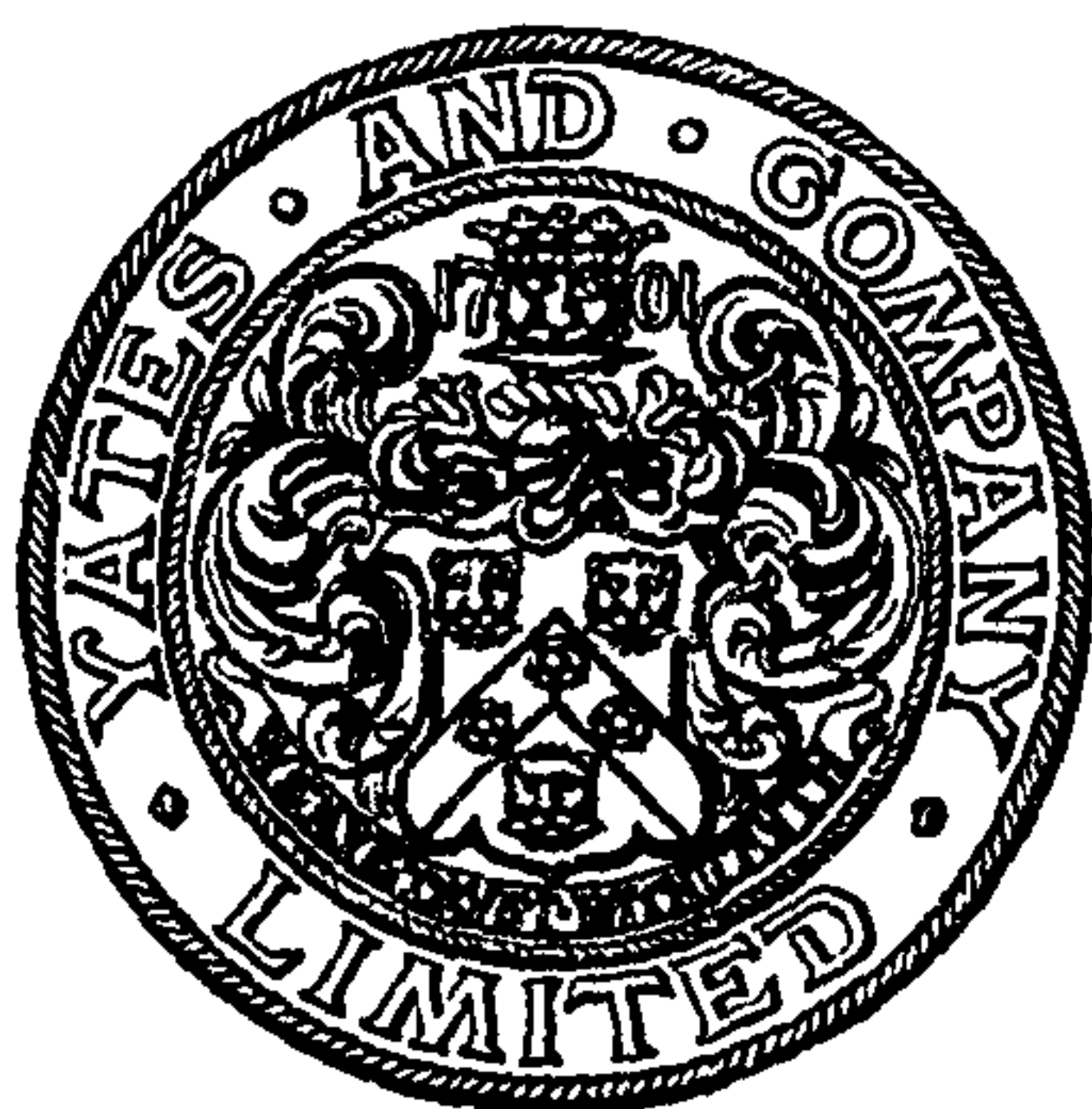
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