PATENT POINTERS.

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PRESENTED BY THE

SCIENTIFIC AGENCY DENVER, COLO.

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Our Patent System.

The original law laying the foundation of the present patent system of the United States, was approved by George Washington, April 10, 1790. The hundredth anniversary of this event was celebrated at Washington D. C., from the 8th to the 10th of April of the present year (1891).

This first law prescribed a petition to the Secretary of State, the Secretary of War and the Attorney-General, and demanded a fee of five dollars.

The original Act was repealed by an Act passed Feb. 21, 1793, which raised the fee to thirty dollars.

The Patent Office and the office of Commissioner of Patents, were created by an Act of Congress approved July 4, 1836. Under this law the original term of a patent was fourteen years, with the privilege of a seven years' extension, the fee for United States citizens was kept at thirty dollars, twenty dollars of which was refunded if the application was not allowed.

Designs were made patentable by an act dated Aug. 9, 1842.

The privilege of extension was abolished by Act of March 2, 1861, and the original term increased to seventeen years, the application fee was made fifteen dollars and the final fee, twenty dollars as at present. The final fee is not payable unless the Letters Patent issue.

There have been no radical changes in the laws controlling the issue of patents since the Act of 1861.

PATENT POINTERS

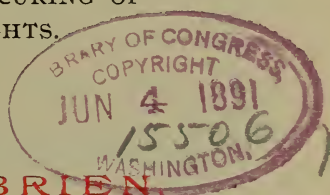
OR

How to Obtain Patents

THROUGH

THE SCIENTIFIC AGENCY.

A TREATISE UPON THE LAW AND PRACTICE GOVERNING THE ISSUE OF PATENTS FOR INVENTIONS, THE REGISTRATION OF TRADE-MARKS AND LABELS, THE FILING OF CAVEATS AND THE PROCURING OF COPYRIGHTS.



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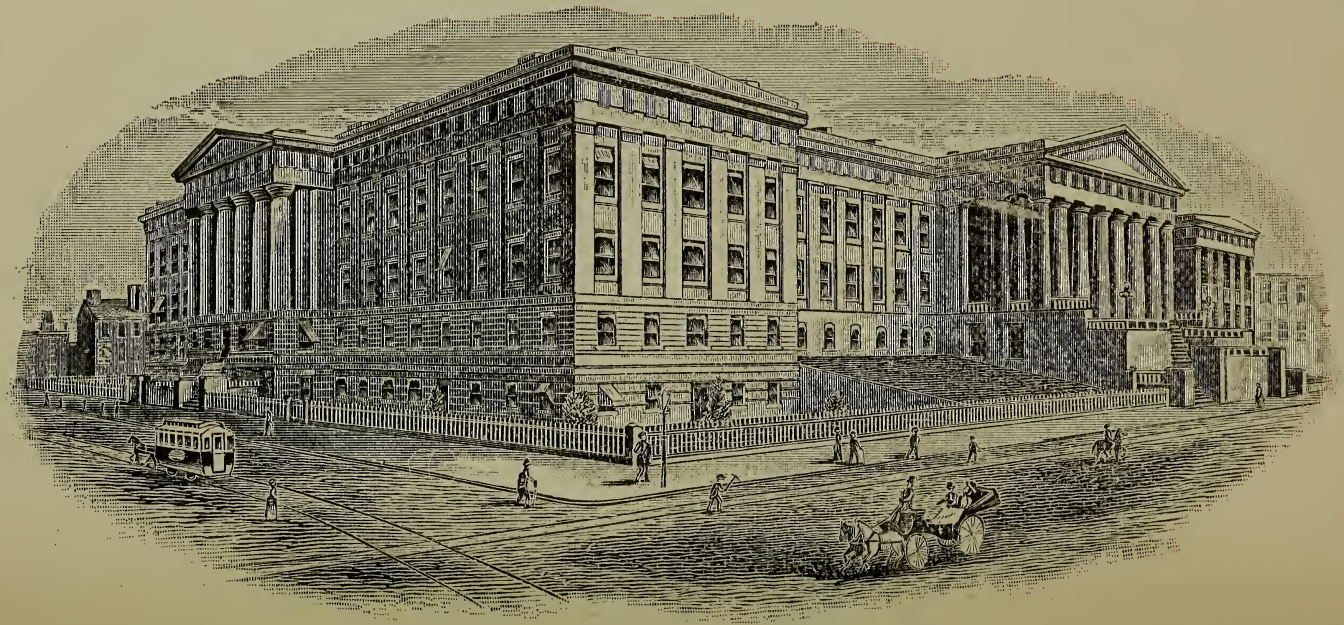


UNITED STATES PATENT OFFICE, WASHINGTON, D. C.

Why Employ a Solicitor?

It may be set down as a universal rule of action with men in civilized communities, (the exceptions being very few comparatively), that when one needs some service in a calling other than his own, he seeks the aid of some person trained and skilled in the calling to which the needed service pertains. If he be sick, he calls in the best medical talent available. If his rights, either of person or property, be threatened, he seeks the aid of what he considers to be the best legal talent for their protection. And, as in these days, the wide fields of medicine and law are divided into special fields, each occupied by specialists, each of whom devotes his whole time, ability and skill to his specialty, for instance, in medicine one practitioner being devoted to diseases of the eye, another making a specialty of the nerves, another devoted entirely to the study of the lungs and so on; while in law one counsellor is renowned as an equity lawyer, another for his skill in admiralty cases, another for his success in criminal law, another for his knowledge of the laws pertaining to real estate, and still another for his skill in patent matters, and so on in the law, he not only goes to a mere professional man, but to the specialist in the general line where services are needed. Following this general rule still further, he takes his horse to the blacksmith to be shod, goes to a good shoe maker for his footwear, to the tailor for his clothes, to the miller for his flour, and so on through all the numerous wants and avocations found in civilized countries.

And especially should this rule hold good in the preparation and prosecution of applications for patents, to the whole range of matters connected with the important and delicate business of obtaining proper legal protection for inventions and protecting them in the rights so obtained. And it is well to remember that this is one of the most important matters men now have

to deal with, for it has been truly said by one of the brightest minds in this country, "The genius of invention lies at the very foundation of our industrial growth," and again "The inventive genius of this country hunts out every furrow of industry and labors and seeks to turn it broader and deeper, to make it more productive, more remunerative," and still again by another, "A very good part of the material progress and wonderful advance of this country, is due to the encouragement and protection given to invention by the patent laws."

What Says the United States Patent Office?

Recognizing the general rule of life as stated, and the importance of this special branch, the United States Patent Office says, in its rules: "As the value of patents depends largely upon the careful preparation of the specifications and claims, the assistance of competent counsel will, in most cases, be of advantage to the applicant."

The Canadian Patent Office, for the same reasons, says, first: "In all cases the applicant or depositor of any paper is responsible for the merits of the allegations and the validity of the instrument furnished by him or his agent;" wherefore, it adds: "It is recommended, in every case, to have the papers and drawings prepared by a competent person, for the interests both of the applicant and of the public service."

What is Competency?

Competency, as used in these recommendations, as used in this special branch of patent law, involves many things. It requires that the patent solicitor, attorney and expert shall be a natural mechanic, one with the natural capacity for understanding and tracing the operation of mechanism, versed in mechanical movements and powers, able to comprehend the principle of a machine and state it clearly and distinctly. And further, he must have somewhat of a legal training, and possess the logical faculty to compare different forms of mechan-

ism and principles of operation, and to reason from cause to effect. In addition, he must have a thorough knowledge of the laws relating to patents, and the rules established for and governing the practice of obtaining and defending patents. Where this combination exists a competent patent solicitor, attorney and expert is found.

What is a Patent?

The courts have held that a Patent for an invention is in the nature of a contract between the Government and the inventor. The inventor, for his part thereof, disclosing a new and useful invention tending to the public good. The Government, for its part thereof, guaranteeing the inventor protection therefor, the sole and exclusive right to make, vend and use the invention so disclosed for a definite period under certain conditions. The power and the right to make such a contract, to give such protection to an inventor, is based on the Constitution, the organic law of the land.

Sec. VIII.: The Congress shall have power:

8. To promote the progress of science and useful arts by securing, for limited times, to authors and inventors the exclusive right to their respective writings and discoveries.

Conditions Requisite for a Patent.

To carry out the intentions of this clause, Congress has enacted (sec. 4886, R. S.): "Any person who has invented or discovered any new and useful art, machine, manufacture or composition of matter, or any new and useful improvement thereof, not known or used by others in this country, and not patented or described in any printed publication in this or any foreign country before his invention or discovery therof, and not in public use or on sale for more than two years prior to his application, unless the same is proved to have been abandoned, may, upon payment of the fees required by law and other due proceedings, obtain a patent therefor."

The conditions precedent of this clause existing, what are the "other due proceedings" thereof?

First—He shall make petition for the grant of the patent.

Second—He shall file therewith a specification, a written description of the invention in "such full, clear, concise and exact terms as to enable any person skilled in the art or science to which it appertains, or with which it is most nearly connected, to make, construct, compound and use the same."

Third—"He shall particularly point out and distinctly claim the part, improvement or combination which he claims as his invention or discovery."

Fourth—He shall make oath (or affirm) that (to the best of his knowledge and belief) the conditions precedent of the law do exist.

The Specification and Claims.

Of the foregoing requirements, the first and fourth are sometimes matters easily prepared by almost any one. The second and third, relating to the specifications and claims, are matters of vital importance, for upon them depends, first, the very validity of the patent; second, if the patent be valid, its scope and legal effect.

In the specification the law requires a full disclosure of the invention, such a disclosure that the public may practice the invention after the term of the patent has expired. Such disclosure is the consideration the inventor gives for the grant to him of "the exclusive right to make, use and vend the invention or discovery throughout the United States and Territories thereof" for the term of the patent.

If he discloses less than this, if he is guilty therein of what is legally known as "false suggestion," if his description is ambiguous or misleading, if he has not explained the principle of his invention and the best mode of applying it, the patent is involved, null and void. If in the claims he fails to "particularly point out and distinctly claim" what he considers to be his invention, the patent is of no force whatever as to all that he has failed in.

The English Government in its new "patent act of 1884," adopted from the United States practice their requirements as to specifications and claims as they had always existed in our laws. The English Patent Office deemed the matter of such great importance that it issued a special notice to applicants, stating: "It is advisable to point out the necessity of making a distinct and proper statement of claims in the complete specifications, as it is upon the construction of the claims that the validity of the patent mainly rests."

Our courts have in numerous decisions dwelt upon the necessity of the full, clear, description and distinct, particular claims, and their rule is to construe the patent by the language absolutely used in the specifications and claims. Says Circuit Judge Shipmam in a late case "Claims must be construed by the language which the patentee *has used* and not by the language which he *might have employed*." That is, he is entitled to just what he has described and claimed, *as* he has decribed and claimed it, and not to what he *might* have properly described and claimed as legitimately belonging to and forming part of his invention.

It is essential therefore, for the full protection of an invention and the securing for him of a patent covering well and strongly all his invention, that his case should be prepared and prosecuted by a solicitor able to comprehend the invention in all its scope, to analyze it and find out its principle, its salient, strong and vital points, and then describe it fully and clearly, placing the stress on such strong, salient, vital points, disregarding, so far as may be, non-essential limitations and restrictions, drafting the claims so as to cover those points, the gist, the substance, the meat of the invention.

This is now the more needful inasmuch as the Supreme Court has decided that a re-issue of a patent claiming more than was claimed in the original patent is null and void, and the patentee is limited to whatever of invention was claimed in the original patent and that whatever of invention there might be which was not claimed in the original patent has been abandoned to the public. This necessity of careful,

intelligent preparation was strikingly exemplified in a late case before

THE SUPREME COURT.

An inventor in Connecticut made a very valuable and important improvement in clock trains, an improvement lying at the foundation of the present enormous trade in clocks of very small size. Of it the Court says, "The clock was devised for this end unquestionably, and with much study and painstaking, and I assume that the invention was both novel and patentable." He obtained therefore a patent but failed in that *patent to* set out, cover and protect the gist of the invention. The invention was extensively pirated and infringed, and the weakness of the patent was developed. The original patent was accordingly re-issued to attempt to cover the invention, and suits were brought under such re-issue against the the infringers. The case reached the Supreme Court, and in this decision (41. O. G. 811) it is stated, "An examination of the Hotchkiss patent" (the original patent referred to) "shows that the vital parts of the invention were not alluded to in the specifications or in the claims." Such was the language of the Supreme Court of the United States concerning the original patent; as to the re-issue it went on to say, "There is no evidence of any attempt to secure by the original patent, the invention covered by the first eight claims of the re-issue, and those inventions must be regarded as having been abandoned."

The court so held the invention abandoned and declared the re-issue illegal and invalid, the inventor thus losing, through the weakness of his original patent, arising from carelessness or incompetency in the preparation of the application therefor, an invention made, says the Court, "with much study and painstaking" and originally "both novel and patentable," and which has proved to be exceedingly valuable. The inventor had secured a patent which was only a delusion, a shadow, while the substance was abandoned to rivals and infringers.

In another late case (41. O. G., 933) the patentee lost

his suit and the substance of his invention through similar negligence, carelessness or incompetency. In that case, says the Court, "although the patent shows features which were patentable, and which, if *properly patented*, would render the defendants liable as infringers such maters are *abandoned* to the public by the act of the patentee in accepting a claim which fails to comprehend the same." That is, these defendants are using an invention shown by this patent, an invention which he might have patented, but his claims fail to cover or embrace such invention, and these defendants and all other infringers thereof may go scott free of the patent; this inventor's patent is only a shadow, the substance has been omitted.

Effect of Poor Patents.

Such instances are common in the Court Reports, instances where the gist, the vital part of an invention is boldly pirated and infringed, boldly stolen, yet the alleged patent therefor is not infringed and the inventor has to stand by helpless while he sees the products of his genius and industry enjoyed by others because of a poorly drawn patent. It is a matter of fact that by far the greater portion of patent litigation results from just such loosely, carelessly drawn up patents. Given a patent full and clear in its specification, with its claims strongly and distinctly drawn up and about which there is no doubt or ambiguity, and rivals will hesitate a long time before venturing to infringe it, but given a loosely worded, carelessly drawn one, weak and ambiguous in phrase and they will often infringe, taking the chances of its sharing the fate of those noted in the quotations just given.

Again, an inventor has a meritorious invention and has secured (as he thinks) a patent therefor, not desiring or being unable to go personally into its manufacture and sale, he naturally seeks to place it in the hands of some pushing, energetic manufacturing concern. The usual course with such a concern is to immediately refer the patent to its patent counsel for a report on its validity and scope, to ascertain if it will give any degree of safety

to the manufacturer, if it be free from infringement on the one hand, and strong enough to maintain a monopoly of the invention on the other. If the patent be loosely drawn, the invention insufficiently described, the claims weak and not protecting the essence of the invention, the advice of the counsel will be "Let it alone; have nothing to do with it; it's unsafe." This is always the case and many a meritorious invention has been put in a bad box because of such a weak, unmeritorious patent alleged to be for a meritorious and valuable invention.

Need of a Thorough Prosecution.

These considerations all point to one thing, the absolute need of careful, intelligent, competent preparation of an application for a patent, and they are the reasons why the Patent Officers of this country and Canada, as before quoted, seek to impress upon inventors the necessity of employing competent counsel in order to secure such needful preparation.

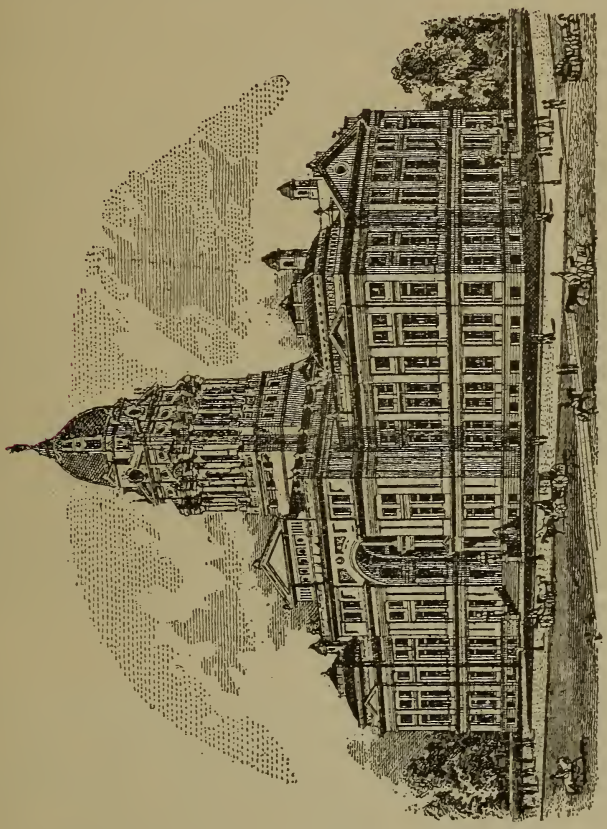
The Scientific Agency.

We of the Scientific Agency, know we can give you such service, that we can so prepare and prosecute your application as to obtain for you a patent for your invention, one that is not a mere shadow, but one having strong and valid claims covering *all* you may be entitled to in view of the prior state of the art to which your invention may appertain. We are guaranteed in asserting this by our long and large experience and by our uniform success hitherto in this profession, for in no case has the Scientific Agency failed to procure a patent for an application entitled to it when there was any novelty whatever in the alleged invention.

Solicitors Generally.

Every patentee, as soon as the patent has been published, is flooded with circulars and pamphlets from solicitors, especially from those who are desirous of securing his future patent business.

While such pamphlets and circulars are largely alike in the matter they contain, the solicitors themselves vary as widely as to competency, skill, experience and reliability as do the men in any other calling. Some pretend to have extra and unusual facilities for procuring patents, some claiming, and such advertisements are common in the local papers, that they can obtain patents in less time than can those remote from Washington.



ARAPAHOE COUNTY COURT HOUSE.

As to such the Patent Office says, "It will be unsafe, however, to trust those who pretend to the possession of any facilities, except capacity and diligence, for procuring patents in shorter time or with broader claims than others."

CONTINGENT FEE SOLICITORS.

Again, others hold out to some the alluring bait of "No patent, no fee." Such practice is unfair and dan-

gerous, both to the solicitor and to the applicant. The inventor is to reap any reward accruing from the patent, the money from the sales of rights, from royalties, is to go to him, and he, therefore, should take any and all precautionary risks connected with obtaining the patent. The solicitor taking a case on such contingent fee terms, in his eagerness to obtain *any kind* of a patent so that he may collect the promised fee, is sometimes tempted to be careless and negligent as to the substance of the patent. In fact, in a report of a late Commissioner of Patents, in discussing the relation of solicitor and client, it is stated: "Honest and skillful solicitors, with a thorough knowledge of the practice of the Office and of Patent Law, and who are able and willing to advise their client as to the exact value of the patents which they can obtain for them, may be of much service to them. There are many such, but those who care for nothing but to give them (the clients) something called a patent, that they may secure their own fees, have in too many instances proved a curse. To get rid of their client and trouble they have sometimes been content to take less than he was entitled to, while, in many cases, they have, and with much self-laudation, presented him with the shadow, when the substance was beyond their reach." The court cases before quoted are striking examples of obtaining "the shadow" when the "substance was beyond their reach," and lost to the inventor.

PATENT MILLS.

Then again, there are solicitors and agencies aiming to do a very large volume of business with the least possible amount of labor and thought. Such agencies have been and may justly be termed mere "Patent mills," wherein the aim and desire is to obtain a great quantity of patents without much regard to their legal value or scope rather than to obtain a more limited quantity of good quality. Some seem to do business as though they proposed to obtain weak patents, not fully covering an invention, that loop-holes may be left, points left unguarded, of which other alleged inventors may take advantage, making alleged inventions thereon,

for which they make applications and so increase the general volume of business, such solicitors hoping to get a share of such increase.

We neither seek nor engage in any such kind of work.

We aim to do the work entrusted to us thoroughly, carefully, conscientiously, securing to the client all and whatever he is entitled to, in order that we shall retain him as a client, that if he employs us once he will again, and that our old clients will bring us new ones.

THE FACILITIES

Of the Scientific Agency for the dispatch of patent business in any of its branches are as good as those of any agency in the country. We know it is the habit of Eastern Solicitors and especially some of those in Washington City to claim that from their geographical position "near the United States Patent Office," "Opposite the Patent Office," etc., that they have special facilities for the dispatch of business. This claim is not tenable, but if it were, our facilities are just as good for we have experienced and reliable associates and quite "near the Patent Office" to give personal attention, under our instructions, to matters in the Patent Office whenever personal attention is needed or permitted. We are in daily correspondence with such associates and in that way are as "near the Patent Office" as is any Agency. On the other hand we claim to have better facilities for the dispatch of business from Colorado and the adjacent country. We can have an application prepared, executed and ready for filing before a letter requesting an Eastern Solicitor to prepare the case could reach him, thus saving the time it would take for the papers and probably several letters to pass back and forth. And moreover it takes no more time for a letter from the Patent Office to reach us and for us then to communicate with a client in this section of country, than it does for a letter from the Office to reach an Eastern Solicitor and for him then to communicate with a client in this same section. On these grounds we claim that on the whole as to facilities for the disposal of patent business origi-

nating in this Western country, the balance is in favor of the home Office of the Scientific Agency.

And while on this subject it may be well to remember that the amount of "personal attention" required or permitted at the Patent Office is very small. The rules of the Office say "All business with the Office should be transacted in writing, the action of the Office will be based exclusively on the written record," and again "Personal attendance . . . . at the Office is unnecessary . . . . business can be transacted by correspondence."

In our library is to be found complete U. S. Patent Office records showing every patent that has been issued since the foundation of the Government, which together with our cyclopedias, mechanical dictionaries, text books on patent law, U. S. Court Decisions in Patent Cases and miscellaneous scientific works, render the library one of the most, if not the most, complete and valuable private libraries of its class in the west.

Our patrons and friends are invited to visit our office and make use of these books whenever they may have occasion to post themselves on patent matters.

RESPONSIBILITY.

In selecting a solicitor one naturally desires to know something of his responsibility and reliability. This agency has been established for some time in Denver. Its manager has resided for years in this country and is an attorney of ability and prominence. He has attended to patent business for many prominent citizens and manufacturing concerns in Denver and Colorado. And in this connection attention is called by way of reference to some of our patrons whose names are published, generally without special permission, at the conclusion hereof. Many of these are prominent and well-known citizens of this community and State.

BUSINESS CONFIDENTIAL.

Many inventors feel great reluctance in disclosing their inventions to any one whatsoever, even to a solicitor for fear that they may be defrauded of their invention. To such we would say that, as to The Scientific

Agency, any fears you may have are groundless. To avoid even suspicion in this direction, we do not ourselves engage in making or patenting inventions, nor do we permit any one in our employ to do so. If we see where in our judgement an improvement could be made we inform the client, the original inventor, of that fact and allow to him the advantage thereof. All communications or disclosures to us are strictly confidential. Until the patent for an invention be actually issued our mouths are absolutely sealed as to every detail and feature of that invention. And it is well to remember that a solicitor is always on his good behavior for his standing before the Patent Office. The first qualification to enable one to appear as an attorney before the Patent Office is that he be a "person of intelligence and good moral character." If a solicitor or an attorney should disclose the matters communicated to him by a client, or procure any such matters to be patented either in his own name or the name of another in derogation of his client's interests, he would be immediately disbarred and prevented from practicing under the clause "for gross misconduct the Commissioner may refuse to recognize any person as a patent agent, either generally or in any particular case," and such refusals, technically called "disbarments" are published in the "Official Gazette" and broadcast through the papers of the country. So these are abundant safeguards thrown around the client by the law, and he need have no fear in communicating fully and freely with this Agency.

PATENTS AND REGISTRATIONS.

We have already spoken of "Patents" as the term is generally understood, viz., mechanical patents (see page 5 *et sequitur*), but there is another class of patents, not so numerous, but often as important, called

DESIGN PATENTS.

A design patent is generally for a new and original design, bust, statue, *alto-relievo* or bas-relief; any new and original design for the printing of woolen, silk, cot-

ton or other fabric; any new and original impression, ornament, pattern, print or picture to be placed on or worked into any article of manufacture, or any new and original shape of an article of manufacture.

It often happens that a manufacturer originates a new design of or for an old article, which is so artistic and handsome that his product takes the market almost if not quite altogether, and a patent on such design gives him almost as much of a monopoly as would a patent for the article itself. It is the practice for all the leading manufacturers, especially those of carpets, cloths, wall paper, furniture, stoves, etc., to take out design patents each season on their new patterns and designs. The cost of a design patent for three and a half years is thirty dollars, for seven years thirty-five dollars, and for fourteen years fifty dollars.

A very important feature of the patent business is the branch of

TRADE-MARKS.

The requisites for the registration of a trade-mark are that the trade-mark proposed to be registered is in fact a legal trade-mark, that it is the property of the person, firm or corporation asking registration therefor, and that it has been used (no matter to how limited an extent) in commerce or trade with a foreign nation, or with an Indian tribe. The law provides that the Patent Office is the proper place for registration, and the term is thirty years; but, upon the expiration of the term, the registration may be renewed for another term.

Registration is important in that the United States Courts have held that suits to restrain infringements of trade-marks can be brought in the United States Courts between citizens of the same State only in case the infringed trade-mark has been registered in the Patent Office. In such suits the law makes the fact of registration *prima facie* proof of ownership. In addition, by treaties with a number of foreign countries, the registration in the United States Patent Office protects in such countries, which are Austria-Hungary, Belgium, Brazil, France, German Empire, Great Britain, Italy, Russian

Siberia, Spain, Switzerland and the Netherlands. Another advantage is that, on due request being made to the Secretary of the Treasury, he is required to have the Customs Department forbid the importation and entry into this country of any article of foreign manufacture bearing a trade-mark registered in this country unless the importer be the registrant. And further, the law provides for the punishment of counterfeiting a registered trade-mark, and the confiscation and destruction of all materials used in the counterfeiting. This large measure of protection makes it almost of vital importance that a person, firm or corporation using a trade-mark should register it, and nearly twenty thousand have been so registered, nearly all by Eastern manufacturers. The government fee for a trade-mark is twenty-five dollars and our charge twenty dollars, making the entire cost forty-five dollars.

LABELS.

A label is any device, picture, word or words, figure or figures not constituting a trade-mark, to be attached to or printed upon any article of manufacture or trade, or the packages containing them. While a label must not be a mere trade-mark, the trade-mark may be placed upon and form a feature or part of such label. The registration of a label carries with it the right to sue infringers or counterfeiters in the United States Courts and to have all the protection therefor that is thrown by the law around copyrights. The entire cost of registering a lable is sixteen dollars.

COPYRIGHTS.

We also attend to the business of procuring copyrights, which business is transacted with the Librarian of Congress, who has direct supervision of all matters pertaining thereto. Copyrights are procured on books, maps, charts, dramatic or musical compositions, engravings, cuts, prints or photographs, drawings, chromos, statues, statuary, models or designs for works of the fine arts. The original copyright term is twenty-eight years, with the privilege of renewing for an additional term of fourteen years.

In order to obtain a valid copyright the title or description must always be recorded before the publication of the work which it is designed to protect.

The cost is five dollars ($5.00), which should be forwarded to us together with the title or description of the work. We then attend to the matter at once and return the certificate to our client as soon as it can be received from Washington, which is usually in about two weeks.

CAVEATS.

If an invention is partly complete and the inventor desires more time to perfect the same, he may file a caveat, (though the word caveat literally means "beware" or "look out,") which will prevent a patent from issuing to another party for the same invention within a year after the time of filing the caveat, and at the end of the year he may renew the caveat for another year and so on year by year. If an application for patent is filed by another party for an invention which conflicts with that disclosed by the caveat and, during the life thereof, the caveator is notified and given three months to file his application, during which time Office Action on the interfering application is suspended. If during the time specified the caveator files his application, an interference is declared and the applicant who can prove priority of invention gets the patent. We have noticed, however, that in the great majority of cases where caveats have been filed the inventions revealed were sufficiently advanced to obtain Letters Patent therefor; our judgment being that money expended on caveats in the most of cases had much better be invested in an application for a regular patent. When desired, however, we prepare caveats with the same thoroughness, care and skill we bestow on applications. The cost of filing a caveat is from thirty to thirty-five dollars.

WHAT TO DO.

If you contemplate applying for a patent and reside where, without trouble, you can call at our office, and have a personal consultation, it is preferable that you do

so, though not strictly necessary. If you cannot call, write us, sending a sketch and short description of your invention, with its objects and advantages, enclosing twenty-five dollars installment on our fee. Thereupon we will prepare the application papers and forward them to you for signature and execution. When so executed return them to us with fifteen dollars (in ordinary cases,) balance of our fee and fifteen dollars, the first government fee, and we will immediately file and rigorously prosecute the case.

Cost of a Patent.

It should be remembered that the total government fees for an ordinary patent are thirty-five dollars, fifteen dollars of which is payable on filing the application, commonly called the "First Government Fee," and twenty dollars payable after the application is allowed, commonly called the "Final Government Fee." These government fees are the same without regard to the importance of the invention, the size of the application or the amount of work involved in the examination by the Patent Office. The amount given as our fees, forty dollars, applies to ordinary cases only. When the invention is out of the average rate of inventions or such as to require an extra outlay of time and labor in its preparation, a correspondingly increased charge will be made for our services. In the simplest cases our charge is only thirty dollars.

Our fees are as low as those charged by any reliable agency any where in the country, and lower than most of them. In addition to the reasonableness of our charges,

We Really Save Your Money in another direction, for if you should send to an eastern solicitor you would in nearly every case have to send a model, thus incurring the additional expense thereof. With our long experience as mechanical engineers and experts we are able to comprehend the invention from a fair sketch and to make such drawings and descriptions as fully and intelligently describe the invention.

We Assist Inventors.

It often happens that an inventor is puzzled over some part of his invention. So far as he has it perfected he sees one point not satisfactory to him and he thinks "If I could only get around that," or "If I could only do that differently, I'd have the thing to suit me." In such cases our experience often enables us to give him good advice, to show him how the difficulty may be overcome and to point out the best way of doing. This we have often done for inventors, but of course in such cases a small and very reasonable additional fee is charged.

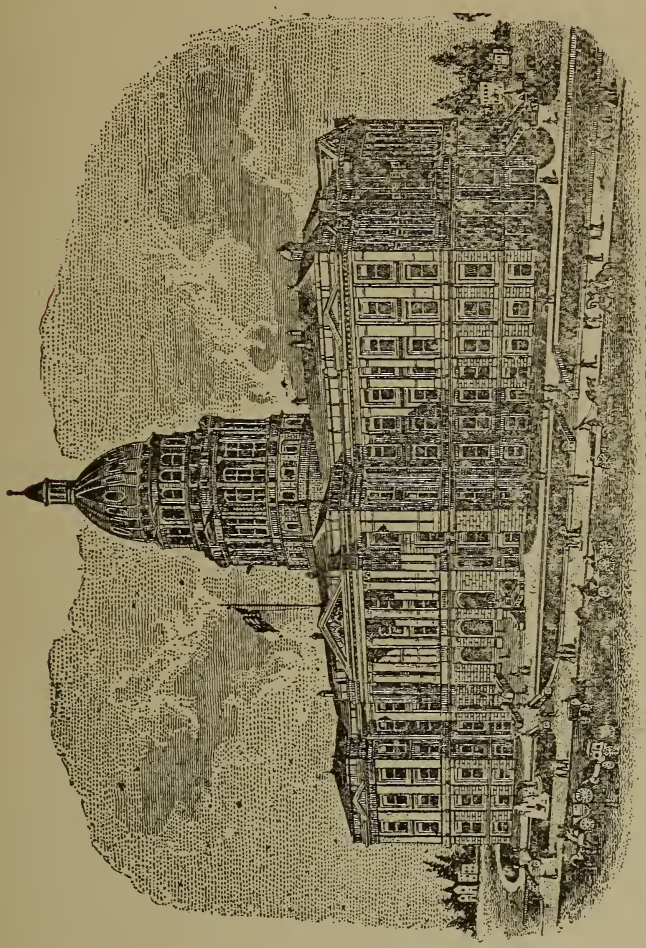
Preliminary Examinations.

It is often desirable for an inventor to have a preliminary examination made prior to making a regular application. Such an examination brings to light the prior state of the art and information of any prior patents, if such there happen to be, conflicting with his invention, enabling him to judge of the propriety of proceeding further. The fee for this ordinarily is five dollars, but this fee may save him the loss of the much greater expenses attending a regular application. If you desire a preliminary examination made, send us a sketch and brief description of your invention with five dollars in ordinary cases, and we will immediately make such examination and report results to you.

Don't Undervalue Your Invention.

Many a fortune has been lost to an inventor by undervaluation of his invention. He invents some device which he finds handy and useful in his own business, but says, "It's too small to bother with; it won't pay to patent it," forgetting that it would be just as handy and useful to every one in his business as it is to him, and that every one would buy and use it were it once introduced to him. It is a frequent occurrence for a client to come in and ask if such a device has been patented, and, when he is answered yes, to say, "Why, I had that worked out long before that. I made one and used it in my shop, but didn't think it would pay to invest any

money in patenting it. Have I any chances now?" In the majority of cases the answer is, "No; your delay and your laches are fatal to any rights you ever possessed." Nothing new and useful is too insignificant to be patented, that will not pay if properly handled and introduced after patenting. Take feather dusters for



STATE CAPITOL BUILDING, DENVER, COLORADO.

example. Fifteen years ago scarcely any one could afford to have a feather duster about. Two independent inventors discovered, however, that they could take turkey feathers, shave off a part of the stiff rib of the quill, compress the remainder of the rib, and have a feather sufficiently pliable and elastic to make a good duster.

One went to work and patented it. The other thought such a little thing wouldn't pay for patenting, and let it lie till he saw the business being built up by the other inventor. He then tried for a patent, but only succeeded in involving both in enormous legal expenses, the patent being awarded to the diligent inventor. That little invention is to-day the foundation of an immense business in feather dusters, a business that has for years paid not less than one hundred thousand dollars per year net to the owners of the patent.

The first inventor who attached a rubber to the end of a lead pencil received over one hundred thousand dollars for the use of his invention. A like sum was realized by the inventor of a mere toy, "the return ball," the combination of ball and an attached rubber string or cord to bring the ball back to the hand Howe's invention of placing the eye of the needle in its point instead of its head is the foundation of the immense modern sewing machine industry, and was the essential feature of novelty in modern sewing machines. These instances could be multiplied almost indefinitely, and their moral is, "Don't under-rate your invention; the apparently little thing is often a considerably big thing.".

INTERFERENCES.

Whenever there are two or more applications on file claiming substantially the same patentable invention, the Patent Office insists on an interference between them for the purpose of determining who is the prior inventor and entitled to the patent. The fact that one party has obtained a patent will not prevent an interference, for if a subsequent applicant is found to be the prior inventor the Commissioner may issue to him a patent for the same invention. In an interference case, testimony is taken under about the same rules for use in the U. S. Courts, and the practice conforms closely thereto. In such proceedings questions as to "reduction to practice," "abandonment," "public use," etc., constantly arise. Such proceedings therefore should be entrusted to attorneys having a thorough knowledge of Patent

Office practice and laws. In these we are versed and every interference entrusted to us will be conducted with the greatest care, diligence and skill. The fees therefor are dependent on the time and labor expended thereon.

Reports and Opinions

Will be rendered as to the validity and scope of any patent, and also as to whether one patent is an infringement and to what extent of a prior patent. Such reports require an examination, and a careful examination of all U. S. and foreign patents in the branch to which the patent pertains. No one should engage or invest capital in the manufacture of a patented invention without such a report, since it enables the manufacturer to see the exact extent and scope of the rights comprised by the patent, and is as important in the purchase or use of a patent right as is a good abstract of title in a real estate transaction. The fees therefor are dependant upon the time and labor necessarily expended thereon.

Marking Unpatented Articles.

An inventor has a right to mark his invention "Patent applied for," as soon as he has filed his application and he has notice of such filing. He should not however so mark it unless the application be absolutely filed. Nor in any event should he ever mark an article "Patented" unless it be so and the patent have actually issued, for the penalty by law for marking an unpatented article "Patented," is one hundred dollars for each and every offense.

Time Necessary for Obtaining a Patent.

The question is often asked "how long will it take to get me a patent?" No one in the whole country, east or west, can answer this with any degree of certainty. The Patent Office is divided into examining divisions with a principal examiner and corps of assistants in each division. Each division has its own line of work and classes of invention; for instance the division of

tillage passes upon all applications relating to plows, harrows, etc. "Electricity," all pertaining to the generation, distribution and utilization of that force, and so on. Some of the titles of divisions being "Textile Fabrics," "Steam Engineering," "Milling, Thrashing and Grinding," "Pneumatics," "Metal Working," etc. Every application filed goes to one of the divisions for action and the cases in each division are taken up in regular order. One division may be practically up to date, only a few days behind, while another may be weeks, even months, and at this time these divisions range from thirty days to six months in arrears, hence it is impossible to tell when a patent can issue (with any degree of certainty), since much depends upon the condition of business in the division to which it must go and somewhat upon the nature of the case. We, however, can get your case through as soon as anyone.

ASSIGNMENTS.

Patents are transferable by an instrument in writing called an assignment, which is recorded in the U. S. Patent Office. Either the whole or an undivided interest may be sold.

Assignments may be made either before or after the issue of the patent. If made before the issue and duly recorded, the patent issues to the inventor and assignee jointly, if an undivided part is sold, or to the assignee alone if the entire interest is conveyed. An assignee to the extent of his interest, enjoys the same rights and privileges under the patent as an inventor.

We attend to the business of drawing and recording assignments, preparing royalty and other contracts, and all instruments relating to patent matters. The cost of preparing and recording an ordinary assignment is five dollars ($5.00). The charge for other contracts depends upon the work necessary in their preparation, but is always as reasonable as is consistent with good work.

FOREIGN PATENTS.

The demand and sale for American improvements in foreign countries has increased to such an extent in

the past few years that the soliciting of foreign patents for American inventors has increased in the same proportion. It is a fact that in London, Paris, Brussels, Vienna, Berlin, etc., there are dealers who advertise and keep nothing but Yankee novelties, American machinery, etc., and the fact that the thing is "Another Yankee trick," causes it to sell as no other credential could.

If, however, the foreign patent is obtained before the United States patent, the term of the latter is shortened to that of the shortest lived foreign patent, while if the United States patent is first issued, the chances are against the obtaining of a valid patent in any foreign country (excepting Canada and a few others); so to obtain valid patents both in this and foreign countries without curtailing the life of the home patent, requires the exercise of the greatest skill and care and a thorough knowledge of the requirements and patent laws of the various foreign countries.

Again care must be taken not to disclose the invention in this country before filing the foreign applications, for in some countries the applicant and patentee need not be the inventor, but only the introducer into the realm, and such introduction is by making the application. Hence American inventors have often been forestalled abroad by sharp-sighted Patent Sharks, who, hearing of a really valuable invention in this country, have patented it in their own names in foreign countries.

We have an associate agent and correspondent in every country in the world granting Letters Patent for inventions, and our associate agents are men of the highest ability, skill and standing in this profession in their respective countries.

In ordinary cases, the cost of an application in Canada is $50; Great Britain, $100; France, $100; Germany, $100; Austro-Hungary, $100; Spain, $100; Italy, $100; Mexico, $300.

The other foreign countries in which we procure patents are as follows:

Argentine Republic.
Barbadoes.
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Belgium.	New Zealand.
Brazil.	Norway.
Cape Colony.	Paraguay.
Ceylon.	Peru.
Chili.	Portugal.
U. S. of Columbia.	Queensland.
Denmark.	Russia.
Ecuador.	Sandwich Islands.
Finland.	South Australia.
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Leeward Islands.	Transvaal Republic.
Liberia.	Turkey.
Luxemburg.	Uruguay.
Mauritius.	Venezuela.
Natal	Victoria.

Western Australia.

For foreign patents in any of these countries, we personally prepare the papers complete, and have them filed at the proper time by our correspondents in the countries to be applied for. For further information, please call on or write to The Scientific Agency, A. J. O'Brien, manager, corner 16th and Lawrence Streets, Denver, Colo.

Below and on the following pages will be found the names of some of our patrons to whom we refer, in most cases without special permission. Our previous relations with them have been such that we feel justified in taking this course. For many of our patrons we have obtained a number of United States Patents, as well as several patents in foreign countries. All who wish to make an investigation as to our ability and responsibility, we confidently refer to these our clients and patrons.

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