

T 339

. R5

900



T  
339  
R.S.  
1922

COND EDITION

*Richards, William Geier*

# PATENTS

## LAW and PRACTICE

### CONTENTS.

	PAGES
Index, United States Patents.....	1
Index, Foreign Patents.....	2
Digest of United States Law and Practice....	4 to 35
Digest of Practice in Foreign Countries.....	37 to 49
Schedule of Charges—United States... ..	35 to 37
Schedule of Charges—Foreign Patents.....	50 to 55

**RICHARDS & GEIER**

PATENT & TRADE-MARK ATTORNEYS

277 Broadway

New York, N. Y.

Telephones Worth { 5255  
                          0464

Cable Address "Richatty, Newyork"

Copyright 1922 by Richards & Geier

© TLA 659437

APR - 3 '22

no 1

T 339  
TR 5  
1923

## INDEX

### UNITED STATES PATENTS

Amendments—See Final Action et seq.....	12, 36
Appeals .....	21, 36
Application for Patent .....	7, 36
Assignees .....	5
Assignments .....	31, 37
Damages in Actions at Law.....	28
Date and Term of Patent .....	5
Deceased Inventor .....	5
Design Patents .....	34, 36
Disclaimers .....	23, 37
Employer and Employee.....	32
Examination of Applications .....	10
Grants .....	31
Improvements upon Patented Articles.....	25
Infringements .....	24
Infringement Searches .....	29
Infringement Suits .....	26
Injunctions .....	27
Interferences .....	14
Interfering Patents .....	30
Investing in Patents—See Validity Searches.....	29
Joint Inventors .....	5, 33
Licenses .....	31, 37
Litigation .....	36
Marking Patented Articles .....	29
Nature and Theory of U. S. Patent.....	4
Ownership of Patents .....	32, 33
Partnership .....	33
Patent Office Procedure .....	10
Penalty for False Marking .....	30
Profits in Suits in Equity.....	28
Public Use or Sale.....	6
Purchasing Patents—See Validity Searches.....	29
Records—Necessity for Keeping.....	16
Reissues .....	19
Schedule of Charges.....	36
Searches, Infringement .....	29
Searches, Preliminary .....	7
Searches, Validity .....	29
Secret Practice of an Invention.....	6
Shop Rights .....	32
Term of Patent .....	5
Trade-Marks .....	35
Validity Searches .....	29
What May be Patented.....	6
Who May Obtain a Patent.....	5

## INDEX

---

### FOREIGN PATENTS

---

Applications, Charges for .....	50-51
Assignment of Foreign Patents.....	49
Assignment of Foreign Patents, Charges for.....	50, 51
Canada—Importation .....	45
Charges, Applications .....	50, 51
Charges, Taxes .....	52, 53
Charges, Workings .....	54, 55
Comparison of Practice .....	38
Compulsory Licenses .....	44
Copies of Foreign Patents .....	49
Examination as to Novelty in Foreign Countries.....	42
Foreign Department .....	37
Gebrauchsmuster (Germany) .....	43
Importance of Foreign Patents .....	37
International Convention .....	41
Litigation, Abroad .....	47
Marking of Patented Articles Abroad.....	48
Novelty Required .....	40
Oppositions .....	43
Patents of Addition .....	42
Provisional Protection .....	42
Schedule of Charges .....	50-55
Taxes .....	44, 52 to 56
Taxes, Notices .....	46
Utility Patents (Japan) .....	43
When Application May be Filed for Foreign Patent.....	40
Who May Apply for Foreign Patent.....	39
Workings .....	44, 54, 55
Workings, Charges for .....	54, 55
Workings, Notices .....	46

## NOTICE.

---

### A Prefatory Word of Explanation to Our Second Edition.

---

It is desired at the outset to particularly call the attention of those to whom this booklet may come that it is not an advertising pamphlet filled with glittering generalities and intended purely as a means for soliciting business.

This little booklet is not intended to be exhaustive in any particular. It is designed to serve as a convenient handbook, presenting in concise form for ready reference the features most necessary to be available to lawyers, manufacturers and inventors to enable them to readily understand the leading points of the law and practice on this important subject matter, and to take the necessary steps to secure protection for this class of property.

Mr. Richards, now deceased, the original founder of our firm, who was the author of the first edition of this booklet, was guided in his selection of the material herein by the questions most frequently propounded by clients, and endeavored to compile the law and practice with respect to these questions in a comprehensive, logical manner, having in mind the necessity for brevity and conciseness. Practically all the matter contained herein is based directly upon the Revised Statutes, the Rules of Practice of the United States Patent Office and the decisions of the Courts and Commissioners of Patents. The author has purposely refrained from giving the citations of decisions and authorities, feeling that if the pamphlet were interspersed with numerous citations, the impression might be made that it was intended for a complete treatise and many might be deterred from a reading thereof. This second edition has been carefully revised and enlarged by the addition of subject matter which we feel properly falls within the scope of a booklet of this character.

For fuller information reference should be had to the Patent Law, the Rules of Practice of the United States Patent Office, the decisions of the United States Court in patent matters, and the various text books upon the subject, which are usually to be found in most law and public libraries.

We are always glad to furnish correspondents with more complete and precise information upon any specific questions either of law or practice, and with respect to any country or countries.

RICHARDS & GEIER.

New York, April 1922.

# PATENTS.

## United States.

### The Law.

The authority, for the granting of Patents to inventors and for the institution of our present patent system, is found in Article I, Sec. 8 of the Constitution of the United States under the express powers granted to Congress by the framers of the Constitution.

Congress has made use from time to time of this power by passing various laws dealing with this very important subject, the existing laws being found in the Revised Statutes of the United States Title LX, Sections 4883 to 4936 inclusive and Title XI, Sections 475 to 496, the latter sections which deal with the establishment of the Patent Office and the powers and duties of the officers and employees thereof.

The jurisdiction of the United States Courts in patent matters is defined in various sections of the Revised Statutes, and in a number of special enactments, which may be found in the compilation of the Patent Laws, furnished upon request, without charge, by the Patent Office.

In this connection it is important to remember that the meaning of the letter of the law in patent matters is determined by the decisions of the United States Courts, and these should be examined whenever any question of law is being carefully considered.

### The Nature and Theory of a United States Patent.

Letters Patent are documents issued to the patentee by the Government consisting of the grant, the specification and drawing if any, the specification and drawing containing a complete and full disclosure of the invention.

The grant is a paper issued in the name of the United States of America under the seal of the Patent Office signed by the Commissioner of Patents, containing a short title of the invention, and purporting to grant to the patentee, his heirs and assigns for a period of 17 years from the date of the grant, the exclusive right to make, vend or use the invention throughout the United States and the territories thereof and it refers to the specification for the particulars of the invention.

While the patent states on its face that the exclusive right to make use or sell is granted, this in reality is not the case, but what really is granted is the right to exclude others from making, using or selling. The three rights named in the grant are disjunctive and separate, and infringement may be committed by an invasion of any one of these rights.

Similarly the patentee may grant or license a limited right to another for the use of any one of the rights granted by his patent as well as for all of the rights which have been granted to him.

Out of a long struggle in the English Courts prior to the institution of our present system of patents the idea was gradually evolved



of the contract theory of a patent, which theory, briefly stated, is that a patent is in the nature of a contract between the government representing the public, and the inventor who agrees to disclose his invention to the public and in return the government grants him the right to exclude others from making, using or selling the invention for a term of 17 years and places the Federal courts at his disposal to aid him in punishing the invasion of this right.

It is essential to this right to exclude others that the invention be new and also that the intangible something we call invention and not mere mechanical skill be involved, otherwise the patent will be declared invalid by the courts.

### Date and Term of Patent.

The patent dates from the date of its issue, which is the date set forth in the grant, and its term is for seventeen years counting from such date.

---

## DIGEST OF LAW AND PRACTICE.

---

### Who May Obtain Patent.

**The Inventor:** Anyone, male or female, minor or adult, citizen or alien, (except a member of the Patent Office force during his or her term of employment), may obtain a patent for his or her invention or discovery.

**Joint Inventors:** May apply for and obtain a joint patent, but neither one alone may obtain a valid patent for a joint invention.

The question as to whether an application for a patent should be made in the name of two or more interested parties to an invention as joint inventors is of the greatest importance and is frequently one of considerable difficulty and in most cases should be left to the judgment of a competent patent attorney, who should be thoroughly advised as to all of the circumstances of the inventive act.

Many a patent has been held invalid by the courts after having been granted as a patent to joint inventors, when it has shown that in reality the inventive act was entirely the act of only one of the parties; and also with a sole patent when the invention actually was joint. The books abound with cases in which an employer or a financially interested party, thinking to safeguard his interests, has joined his name with the real inventor as a joint inventor only to have the patent declared void and the entire rights of both parties lost.

**Insane Person:** An application may be made by, and the patent will be issued to, the legally appointed guardian, conservator, or representative, for the invention of an insane person.

**Deceased Inventor:** A patent may be obtained by the executor or administrator of a deceased inventor.

**Assignees:** While all applications for patents must be made and signed by the actual inventor, if alive, the patent will be issued jointly to the inventor and his assignee of an undivided interest, or, in the name of the assignee of the entire interest, if proper request therefor is made in the assignment.

## What May Be Patented.

**Subject Matter:** Any new and useful invention or discovery relating to:

1. An art, including a new and useful process.
2. A machine.
3. A manufacture, such as a new article of manufacture.
4. A composition of matter.
5. Any new and useful improvement in any one of the four preceding subject matters.

**Novelty Required:** To be patentable the invention or discovery must not have been known or used by others in this country, or patented or described in any printed publication in this or any foreign country, before the applicant's invention or discovery thereof, or more than two years prior to the filing of the application for patent therefor; must not have been in public use or on sale in this country for more than two years prior to the filing of the application for patent thereof; must not have been abandoned; and must not have been patented in any foreign country on an application filed by the inventor or his legal representatives or assigns more than twelve months prior to his application for patent in this country.

But the mere fact that the invention or discovery or any part thereof, had been known or used in any foreign country prior to the filing of the application for patent in this country, will not bar the issue of a patent thereon if it appear that the inventor, at the time of making his application, believed himself to be the first inventor or discoverer thereof.

**Public Use or Sale:** Especial attention is invited to the statutory provision quoted above to the effect that **the invention must not have been in public use or on sale in this country more than two years prior to the filing of the application for patent therefor.** This is one of the statutory "bars," which when not complied with absolutely prevent the grant of a valid patent to an inventor. No provision is found in the statutes, neither has there been any interpretation of this statutory rule by the courts or the Commissioner that modifies or allows any evasion of its provisions. The purpose of this statutory bar is to prevent an inventor from putting his invention in use or placing it on the market, then waiting for an indeterminate period, probably until threatened by competition, and thereupon filing an application and securing a patent, thereby in effect producing a prolongation of the monopoly beyond the period of seventeen years. Many a valuable patent has been declared invalid and the inventor's rights granted thereby absolutely lost by a disregard or ignorance of this provision. A single instance of public use is sufficient to sustain the bar and if proven is a sufficient defense to secure the holding of a patent sued upon invalid. The fact that the invention could not be seen, as, for instance, the inner hidden parts of a lock on a safe will not prevent the bar from arising. If, however, the use is merely experimental it is held not a public use within the meaning of the statute.

**The Secret Practice of an Invention:** It has been decided that an inventor cannot use an invention as a trade secret and then, finding that his secret has been, or fearing that it will be discovered, file appli-

cation and obtain a valid patent therefor. The reasoning upon which this decision is based is sound when considered in connection with the fundamental principle that the consideration for the grant of the monopoly is the disclosure of the invention to the public. Again, the undue prolongation of the monopoly, by the secret practice or use of the invention beyond the two years period allowed by law, and the subsequent grant of a patent therefor, enters into consideration. An inventor must elect which course he will pursue. If he wishes to protect his invention by a patent he must decide upon this course and file his application with due diligence.

The term "useful" as used in the patent statutes means that the invention be capable of performing a useful function and not that it is more efficient or practical than preceding devices. To be useful an invention must be operative to perform the desired function and must not be subversive to public health or morals.

### **Preliminary Searches as to Novelty.**

These comprise a search of the prior United States patents only which are classified and arranged in the Search Room of the United States Patent Office partly according to functions and partly by structure. To be of any value whatever these searches must be made by careful and experienced persons. As the Patent Office has done a vast amount of reclassifying and rearranging of the United States patents, it is frequently very difficult to find the best references in the time usually devoted to a preliminary examination. This is especially true if, as in many cases, the pertinent prior patents have been scattered and are to be found in several different classes and sub-classes. In view of the above and our experience in the past few years with the results of preliminary searches we do not usually advise them as we consider them an unnecessary expense.

If, however, a device is very simple and depends for its novelty entirely upon a very few structural details, it is generally better to have the preliminary search made.

**Time Required:** Usually about one week is necessary to make a careful search and forward a report with copies of the patents, if any are found, which wholly or partially anticipate the invention.

**Requisites:** In order that a satisfactory search may be made, a model or sample, photograph, blue prints, or clear sketch, showing the invention and its construction, together with a description of the same, its objects, operation and advantages, should be supplied.

### **Application for Patent.**

**A Complete Application** for patent comprises the following:

1. A petition, with power of attorney, if one is appointed, signed by the inventor with his full name.
2. A specification, signed by the inventor.
3. An oath, signed by the inventor before a notary public, or some person authorized by law to administer an oath, who must affix his official seal; should the latter have no seal his official character must be established by competent evidence, as by a certificate from a clerk of a court of record or other proper officer having a seal. (In

foreign countries the oath had best be made before a diplomatic or consular officer of the United States, but may be made before a notary public, judge, or magistrate, having an official seal, and authorized to administer oaths in such country, whose authority shall be proved by a certificate of a diplomatic or consular officer of the United States). **Only the inventor, if living, can sign the petition, specification, and oath.**

4. A drawing on bristol board, in India ink, signed by the inventor or his attorney. The rules as to drawings are very technical and numerous.

5. The filing fee of \$20.00 (after April 19, 1922).

**The Specification:** This should contain a full description of the invention, and of the manner or process of making, constructing or compounding, and using it, 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, or compound, and to use the same.

In case of a machine, the principle must be explained, and the best mode in which it is contemplated to apply that principle, so as to distinguish it from other inventions; and the part, improvement, or construction which is claimed as the invention or discovery must be particularly pointed out and distinctly claimed. Also the exact construction and operation of every essential part, and of the machine as a whole, must be clearly set forth.

If the invention relates to an art or process it should be described step by step, as well as the operation as a whole.

If it relates to a composition of matter it must enumerate all the different materials entering into such composition, the proportions of each, the manner of combining them, and the essential qualities of the resulting composition,

“Persons skilled in the art,” are those of ordinary and fair knowledge of the particular art and need not necessarily be experts in the art.

Absolute precision, such as exact measurement of the parts, is not required, but a failure to describe an essential element voids the patent, and it should be remembered that false suggestions in a material part of the specification, or concealment by which a patentee obtains an advantage over the public, if wilful, voids the patent.

**The Claims—Their Importance:** The office of the claims is to define the exact limits of the invention, and no matter what has been described in the body of the specification, or illustrated in the drawing, the invention patented is the invention set forth in the claims,—nothing more. The patentee is bound by his claims, and these will not ordinarily be enlarged by reference to the specifications. Failure to claim described matter dedicates it to the public use, unless claimed in other applications which should be properly referred to.

A claim covers all known equivalents suitable for use for the same purpose.

Claims covering alternative constructions will not be allowed by the Patent Office, and a claim covering merely a function or “mode of operation” is invalid. The claim for a machine or apparatus should be drawn to cover its construction, not its mode of operation, or the result produced.

Only one invention can be claimed in a single application, the general rule being that every art or instrument complete in itself, and capable of separate use, constitutes a distinct invention, and should form the subject matter of a separate application for patent.

A process and its product cannot be claimed in a single application unless the one is dependent upon, and inseparable from, the other; neither can a machine and its product, an art and its apparatus, be so claimed unless it appear that they are the result of a single inventive act, or in other words that the two are so inseparable that the conception of one necessarily involved the conception of the other. A manufacture must be claimed as a new product, and independently of the process of making it.

**The Drafting of the Specification and Claims.** The proper drafting of the body of the specification as well as the claims of a patent application demands the most careful thought and consideration of a thoroughly trained and experienced patent attorney. If the patent is subsequently involved in litigation the specification is subjected to the closest scrutiny, the claims being interpreted usually by reference to the specification. It will be seen, therefore, that in composing the specification, and having for guidance the former decisions of the courts, that due consideration must be given to the probable future interpretation of the language used in describing the invention. In the drafting of the claims the various technical requirements as to their form, which are insisted upon by the Examiners of the Patent Office, must be borne in mind and as it is obviously important to claim the invention disclosed so as to cover all substantial equivalents or modifications of the invention, the claim draftsman must attempt to visualize these various devices and endeavor to state the invention in its broadest possible aspect so as to thoroughly cover not only the structure disclosed, but the inventive idea, as it may be changed or modified, limiting the claims, however, in view of the known prior art.

It would be impracticable in a brief treatise such as contained in this pamphlet to cover thoroughly the law and practice relating to the proper form and scope of the specification and claims of a patent, attention being called to the following paragraph of Rule 17 of the Rule of Practice of the United States Patent Office which reads in part as follows:

#### **“ATTORNEYS.**

“17. An applicant or an assignee of the entire interest may prosecute his own case, but he is advised, unless familiar with such matters, to employ a competent patent attorney, as the value of patents depends largely upon the skillful preparation of the specification and claims. The office can not aid in the selection of an attorney.”

From what has been stated above the wisdom of the advice given in the quoted paragraph will be apparent.

**The Drawing:** This must show every feature of the invention claimed; if the invention relates to an improvement on an old machine it must exhibit in one or more views the improvement itself disconnected from the old structure, and in another view so much only of the old structure as will suffice to show the connection of the invention therewith.

## PROCEDURE IN THE PATENT OFFICE.

**Filing of Applications:** An application is complete when all the documents required, in proper form, together with the filing fee, are received at the Patent Office. It is then given its filing date and consecutive serial number, and an official receipt is issued therefor. An incomplete application will not be placed upon the files for examination: the application must be completed and prepared for examination within one year unless it is shown to the satisfaction of the Commissioner that the delay was unavoidable.

**Privileged Applications:** The following applications have preference over all others at every period of the examination, in the order stated:

1. Applications wherein the inventions are deemed of peculiar importance to some branch of the public service, and when for that reason the head of some department of the Government requests immediate action and the Commissioner so orders.

2. Applications for reissues.

3. Cases remanded by an appellate tribunal for further action, and for statements of grounds of decisions in appeals, or petitions.

4. Applications which appear to interfere with other applications previously considered and found to be allowable, or which it is demanded shall be placed in interference with an unexpired patent or patents.

5. Applications which have been renewed or revived, but the subject matter not changed.

6. Applications filed more than twelve months after the filing of an application for the same invention in a foreign country.

**Order of Examination:** Applications are classified according to the various arts, and sent to the different divisions in the office where they are taken up for examination in regular order of filing, those in the same class being examined and disposed of, so far as practicable, in the order in which they have been completed.

Applications will not be advanced for examination excepting upon order of the Commissioner either to expedite the business of the office or upon a verified showing that delay will probably cause the applicant serious and irreparable injury.

Due to the inertia and neglect of Congress in not providing funds for the employment of a sufficient number of people to perform the work the present conditions in the Patent Office are deplorable, many of the divisions being almost one year behind in their work. This means that an applicant must wait, in many instances, a whole year after his application has been placed on file in the Patent Office before an action is made by the Examiner on his application.

**The Examination:** Applications are examined as to form and merits. Where the specifications and claims are such that the invention may be readily understood the examination will be directed throughout to the merits, and only in cases where patentable subject matter is found, and in appeal cases, will corrections in matter of form be first insisted upon, but such corrections must be made before final allowance of patent.

Examiners of the Patent Office, who are practically all highly trained technical and legal experts, are required to make a thorough investigation of the prior art to which the invention belongs to determine whether the invention is new and useful, and patentable. These examinations are usually conducted with thoroughness. Prior patents in the class to which the invention belongs, and those in other classes where there is a possibility that there may be any analogy, are carefully compared with the pending application. Prior patents of other countries, and printed publications accessible to the examiner are also subject to examination. The result of the examination is communicated to the applicant, and in the great majority of cases consists of a rejection, or partial rejection of the claims as presented, with reasons therefor, and such information and reference to prior patents or publications as will be useful to the applicant in the further prosecution of the application.

Such a rejection is not a definite and final refusal to grant a patent, and generally it is better if a patent is later brought into the courts to have had some of the claims rejected so that the nearest prior patents or references will be recorded, thus pointing out clearly the advance in the art made by the invention. The examination is made with more particular reference to what is **claimed** than what is **shown** in the application, and while the invention itself may be entirely new and useful, and therefore patentable, the examiner may properly reject the claims for the reason that they are so worded that they read upon old and well known devices as well as they do upon the applicant's invention, and require amendment so that they will distinguish the applicant's invention from such devices.

The examination by the Patent Office and the prosecution of the application by the applicant is in the nature of a struggle between the Examiner, who represents the public and who seeks to limit the monopoly to be covered by the patent, while the inventor seeks to have the broadest possible aspect placed upon his contribution to the useful arts.

In this struggle the applicant, after carefully comparing the references cited by the Examiner, must point out the differences between his invention and the references cited by the Examiner and must endeavor to convince the Examiner that these differences amount to invention, and frequently must cite the decisions of the courts and Commissioners to support his contentions. It will thus be seen that this controversy requires a high degree of both technical and legal training in order that an applicant may always secure the protection to which he is entitled, for while in theory, the Examiner is supposed to assist the inventor to the best of his ability, it is an impossibility with the limited time at his disposal to consider every case from the standpoint of both the inventor and the public.

**Applicant's Right to Amend:** The applicant has the right to amend his specifications and claims either before or after the first rejection or action; and he may amend as often as the examiner presents new references or reasons for rejection. He must point out all the patentable novelty which he thinks the case presents in view of the state of the art disclosed by the references cited or the objections made, and show how the amendments avoid such references or objections. The amendment must respond fully to all the rejections or objections of the Examiner.

Amendments after notice of allowance of patent are not permitted as a matter of right, but may be made, if the specification has not been printed, on the recommendation of the primary examiner, approved by the Commissioner, without withdrawing the case from issue.

**New Matter Not Admitted:** All amendments of the drawings or specifications, and all additions thereto, must conform to at least one of them as it was at the time of the filing of the application. Matter not found in either, involving a departure from the original invention, cannot be added to the application even though supported by a supplemental oath, and can be shown or claimed only in a separate application.

**Division of Applications:** Two or more independent inventions cannot be claimed in one application, but where several distinct inventions are dependent upon each other and materially contribute to produce a single result they may be claimed in one application.

The Patent Office frequently requires an application to be divided and separate applications to be filed for separate and independent improvements upon different parts of the same machine.

Whether a division is necessary is a question that the Patent Office alone can decide. If the independence of the inventions be clear, division must be made before there will be any action upon the merits; otherwise it may be made at any time before final action, in the discretion of the examiner.

In making a division the inventor is required to limit the description, drawing and claims of the pending application to whichever invention he may elect to prosecute. He may file new and separate applications for the subject matter eliminated.

After a final requirement of division, the applicant may elect to prosecute one group of claims, retaining the remaining claims in the case with the privilege of appealing from the requirement of division after final action on the group of claims prosecuted.

**Models or Specimens:** These are not required, nor will they be admitted as a part of the application, except when required by the examiner as necessary or useful. When so required models should be neatly and substantially made of durable material, metal preferred, and must clearly exhibit every feature of the invention claimed, but should not include other matter unless it be necessary to the exhibition of the invention in a working model.

Where specimens are required, the applicant should furnish specimens of the composition, and of its ingredients sufficient in quantity for the purpose of experiment, and where the article is not perishable, with a specimen of the composition claimed put up in proper form to be preserved by the Patent Office.

**Final Action—Allowance or Rejection:** The object of amendments is, of course, to correct errors in the specifications and drawings, and to define clearly the limits, the metes and bounds of the field of the monopoly which the applicant is entitled to have granted to him. Such an amendment having been filed the examiner continues his examinations. He may find and cite new references, or objections, and additional amendments may be required to overcome them.

The examination and prosecution of an application may therefore involve from one to a dozen or more letters by the examiner, and the filing of as many amendments.



Except in complicated or unusually "close" cases the prosecution is usually terminated in not more than three amendments.

The proper preparation of amendments during the course of the prosecution, involving as they do the necessity for a careful study, and comparison of a number of patents, the advisability of adding new claims, or of cancelling or limiting claims, with the effect of such cancellations or limitations upon the scope of the patent, the preparation of arguments to the Examiner, and the search for and citation of decisions to support such arguments is obviously of as great if not greater importance and effect in securing the strongest possible patent than the initial preparation of the case.

Upon completion of the examination, final action is taken either by an allowance of the application, in which case an official notice of allowance is sent to the applicant, or the examiner finally rejects the claims or a part thereof. The applicant has the right to appeal from a decision of final rejection. (See Appeals, page 21.)

If the applicant does not desire to appeal he may cancel the claims rejected and accept those allowed.

A rejection can not be made final until the examiner has twice rejected the same claim upon the same references or same state of facts, or until an issue has clearly been reached.

**Payment of Final Fee.—Issue of Patent:** A final fee of \$20 is payable to the government within six months, counting from the date of allowance.

The patent is issued on the fourth Tuesday after the first Thursday following the receipt of the final fee at the Patent Office.

As before stated, the patent is granted for a term of seventeen years, counting from the date of issue.

**Renewal of Forfeited Applications:** Whenever a patent has been withheld by failure to pay the final fee within the six months' period allowed by the law, any person, whether inventor or assignee, who has an interest in the invention for which the patent was allowed, may file a renewal of the application at any time within two years after the date of the allowance of the original application.

The renewed application bears date from the date of renewal, and is subject to examination like an original application. The question of abandonment will be considered as a question of fact.

The application papers of the original application may be used, but a new fee is required. It is usual for such applications to be quickly allowed, unless they have been materially amended.

**The Question of Abandonment.—Applications:** An application must be completed and prepared for examination within one year, and in default thereof, or upon failure to duly prosecute the same within one year after any action thereon by the Patent Office, of which notice has been mailed to the inventor or his agent, the application will be regarded as abandoned, unless it shall be shown to the satisfaction of the Commissioner that such delay was unavoidable. An inventor may also formally abandon an application by notice duly given to the Commissioner.

When a new application is filed in place of an abandoned application, a new petition, specification, oath, and fee is required, but the old drawing, if suitable, may be used upon the filing of suitable permanent photographic copies thereof.

An abandonment of an application does not of itself constitute an abandonment of the invention.

**Of Invention:** An invention once abandoned to the public can never be recalled by the inventor. The intention to abandon need not be expressed in words; it is a question of fact, and of intention, not of law. A court or jury has the right to infer an abandonment from the inventor's acquiescence in the use of the invention by others; his neglect to assert his claims by suit or otherwise; his neglect to make efforts to realize any personal advantage; and similar circumstances.

## INTERFERENCES.

**Defined—Their Object:** An interference is a proceeding instituted in the Patent Office for the purpose of determining the priority of the inventive act between two or more parties claiming substantially the same patentable invention. The intent of the law is that a patent shall be granted to the first and original inventor, and in an interference proceeding the sole question is that of the priority of the inventive act.

Where there are rival claimants for the same invention it becomes the duty of the Patent Office to ascertain which of the claimants is the true and first inventor. To determine this a proceeding, in the nature of a judicial proceeding, is instituted in the course of which each of the several parties is given full opportunity to present his claims, and take testimony in support thereof, and to hear the evidence given in behalf of his opponents with full right to cross-examining the appearing witnesses.

**In What Cases Declared:** Interference will be declared in the following cases, when such application or applications and patents contain claims for substantially the same invention which are allowable in all of the applications involved:

(a) Between two or more pending applications by different parties, whether for patent or for reissue.

(b) Between applications for patent, or for reissue, and unexpired original or reissued patents, of different parties. But where the filing date of any applicant is subsequent to the filing date of any patentee, the applicant is required to file an affidavit that he made the invention before the filing date of the patentee.

The fact that one of the parties has already obtained a patent will not prevent an interference, for, although the Commissioner has no power to cancel a patent, he may grant another patent for the same invention to a person who proves to be the prior inventor.

**Preparation of Cases:** All preliminary questions must be settled; the issue clearly defined; the invention, the subject matter of the controversy, decided to be patentable; and the claims put in such condition that they will not require alteration after the interference has been decided, unless the evidence adduced upon the trial shall necessitate or justify such change.

**Failure to Prepare—Penalty:** When the claims of two or more applications differ in phraseology, but relate to substantially the same subject matter, the examiner, when one of the applications is ready

for allowance, will suggest such claims as are necessary to cover the common invention in substantially the same language, and require the parties to make such claims and put the applications in condition for allowance within a specified time so that an interference may be declared.

If any applicant fails to make such claims within the time specified, such failure will be taken as a disclaimer of the invention covered by the claims. If a party makes the claims without putting his application in condition for allowance, the declaration of interference will not be delayed, but, after final judgment the application of that party will be held for revision and restriction.

**Declaration of Interference:** This is made by the examiner of interferences who forwards formal notices thereof to each of the parties concerned, fixing a time within which preliminary statements must be filed.

**Preliminary Motions and Actions:** If a party requires a postponement of the time for filing his preliminary statement he may present a motion, duly served on the other parties, setting forth his reasons therefor, supported by affidavit; such motion, if possible, should be made prior to the day previously set. The examiner of interferences may, in his discretion, extend the time on *ex parte* request or upon his own motion.

Where only a part of an invention is involved in the interference the applicant may file certified copies of the part or parts of the specification, claims and drawings which cover the interfering matter, and such copies may be used in the proceeding in place of the original application.

When a part only of an application is in interference, the applicant may withdraw the non-interfering part and file a new application therefor, or may file a divisional application for the same if the invention can be properly divided.

An applicant may also, with the written consent of the assignee, if any, file a signed disclaimer of the invention of the particular matter in issue in order to avoid the continuance of the interference.

**The Preliminary Statements:** Each of the parties is required to file a statement, under oath, on or before a date fixed by the Patent Office, showing the following facts:

**If the invention was made in the United States the statement must set forth:**

- (a) The date of his original conception of the invention.
- (b) The dates upon which the first drawing and the first written description of the invention were made.
- (c) The date upon which the invention was first disclosed to others.
- (d) The date upon which the invention was reduced to practice.
- (e) A statement showing the extent of use.
- (f) The date and number of any application for the same invention filed within twelve months before the filing date in the United States, in any foreign country adhering to the International Convention for the Protection of Industrial Property or having similar treaty relations with the United States.

If either a drawing or a written description has not been made, or if the invention has not been reduced to practice, disclosed to others, or used to any extent, the statement must particularly disclose these facts.

Where the invention was made abroad the statement must set forth:

(a) That the applicant made the invention the subject matter of the interference.

(b) Whether or not the invention was ever patented; if so, when and where, the number and date of each patent, the date of publication, and the date of sealing thereof.

(c) Whether or not the invention was ever described in a printed publication, and if so when and where, giving title, place and date.

(d) When the invention was introduced into the United States, giving dates and the circumstances connected therewith.

Preliminary statements must be carefully prepared as the parties will be strictly held in their proofs to the dates set up therein.

**The Necessity for Keeping Accurate Records:** In view of the above requirements as to the essential parts of the preliminary statements manufacturers should keep in their files a complete record of any inventions that are being developed under their directions. Such records should of course consist of the necessary data required by the preliminary statements and should preferably be signed by witnesses who can be called upon to prove the authenticity of the dates involved.

Special attention should be directed to record the data required under the first four sub-heads (a to d) of the paragraph with respect to inventions, made in the United States, as these are the dates of which no record usually is kept. The statements required under sub-heads e and f are usually available without the necessity of special records. To recapitulate, these records should include:

(a) A written memorandum of the date of the original conception of the invention.

(b) The dates upon which the first drawing and the first written description of the invention were made.

(c) A memorandum of the date upon which the invention was first disclosed to others with an acknowledgment of the date by the person or persons to whom disclosed.

(d) A memorandum of the date when the invention was reduced to practice. Reduction to practice is the embodiment of the inventive idea in an operative form, capable of performing the function for which it was designed. A working model will not suffice.

**The filing of a completed application for patent is held a constructive reduction to practice.**

In this connection a word of caution to the manufacturer or inventor is appropriate. Probably as many valuable inventions have been lost to the first inventor by failure to exercise due diligence in reducing an invention to practice as from any other one cause. The cases are legion in the books where the inventor has laid aside his invention without reducing it to practice either by filing an application for patent or by constructing a complete operative device, and where a rival inventor who, although he conceived the invention at a much

later date than the first inventor, was diligent in reducing the invention to practice and therefore was entitled under the law to an award of priority.

It will be readily apparent then that the wisest and safest plan for the inventor to follow is always to file an application for patent at the earliest possible moment, not waiting for the completion of the actual reduction to practice.

No earlier dates than those set forth in the preliminary statements can be proved later on.

**Presumption as to Invention—Burden of Proof:** Parties to an interference will be presumed to have made the invention in the chronological order in which they filed their completed applications for patents, and the burden of proof rests upon the party seeking to establish a different state of facts.

**Failure to File Statement—Penalty:** Testimony will not be received from a party who fails to file a statement, to prove that he made the invention at a date prior to the date of his application, but he will be restricted to his record date.

**Inspection of Statement and Files:** After the preliminary statements have been filed and approved, the parties are permitted to see or obtain copies of each other's file wrappers, and so much of their contents as relates to the interference.

Preliminary statements may be inspected by opposing parties when all have been filed, or the time for filing, with extension, if any, has expired, and the statements approved. A party in default in filing may not inspect his opponent's statements until he has either filed his statement, or waived his right thereto and agreed to stand upon his record date.

A party who alleges no date in his statement earlier than the filing date of the application or applications of the other parties cannot have inspection of their preliminary statements.

**Motions:** Motions may be made during the interference, the practice being similar to that in the United States equity courts. Reasonable notice of all motions, and copies of motion papers and affidavits, must be served upon opposing parties, and proof of such service must be made before motions will be entertained. Motions will not be heard in the absence of either party except upon default after due notice. The following are proper motions:

(a) To file an amendment containing claims which should be made the basis or added to the issue of the interference.

(b) To put into the interference any claims in the application or patent which should be included in same.

(c) To amend a preliminary statement to cure defects or material errors.

(d) For postponement of time for filing statement.

(e) To dissolve the interference for irregularity; non-patentability of an applicant's claim; or denial of applicant's right to make such a claim.

(f) To postpone the hearing.

(g) For extension of time to take testimony.

(h) To strike out testimony.

(i) To effect a stay of proceedings.

(j) To shift the burden of proof.

(k) To permit an assignee to prosecute or defend the interference in the event of the inability or refusal of the inventor to do so.

(l) To take testimony in foreign countries.

(m) To dispense with printing of testimony, in proper cases.

**Taking Testimony:** Times will be assigned by the Patent Office in which the junior applicant shall complete his testimony in chief, and the other party shall complete the testimony on his side, and a further time in which the junior applicant may take rebutting testimony. If more than two parties, such times will be arranged that each will have opportunity to prove his case, and for rebutting testimony.

Such times may be extended upon motion by showing sufficient reason therefor.

The testimony must be taken before a Notary Public or other officer qualified therefor, and only after due and reasonable notice to opposing parties who must have opportunity to attend and cross-examine witnesses.

The same rules of evidence apply as in the Courts of the United States.

If during the pendency of an interference a new reference is found partly or wholly anticipating the invention, the proceedings may be suspended for the consideration of such reference *inter partes*, before the law examiner. The proceedings may also be suspended and hearings held before the Examiner of Interferences for the addition of new parties.

Upon the completion of the testimony the officer before whom it is taken is required to properly endorse, certify, seal, and forward the same to the Patent Office, together with notices, proofs of service, and exhibits.

**Testimony in Foreign Countries:** By leave of the Commissioner first obtained upon motion, testimony may be taken in foreign countries.

Unless there is a stipulation between the parties as to oral interrogatories, a time will be fixed upon the granting of the motion for filing the interrogatories to be propounded to each witness, a copy of the same being served upon the opposing parties, who may, within a designated time, file their cross-interrogatories with due service of copies of the same upon the other parties. Objections to any of the interrogatories or cross-interrogatories may be filed at any time before the depositions are taken, and such objections will be considered and determined upon the hearing of the case.

As soon as the interrogatories are in proper form the Commissioner will forward them to a proper officer (usually a United States Consul) before whom the witnesses appear and make answer thereto under oath. The depositions are then certified by such officer who transmits the same under his official seal and signature to the Commissioner.

Unless false swearing in the giving of such testimony before the officer taking it shall be punishable as perjury under the laws of the foreign state where taken, it will not stand on the same footing in the

Patent Office as testimony duly taken in the United States; but its weight in each case will be determined by the tribunal having jurisdiction of such case.

**Printing of Testimony:** Thirty-one or more copies of the testimony including the preliminary statement must be furnished, to be printed pursuant to the rules of the Patent Office. The printing cannot be dispensed with except on motion duly made, and upon satisfactory proof that a party, by reason of his poverty, is unable to print his testimony.

**Briefs:** Are also required to be printed, and six copies must be filed three days before the hearing. In case satisfactory reason therefor is shown, typewritten briefs may be submitted.

**Hearing:** When the testimony has been duly taken and filed, a day is fixed by the examiner of interferences, to be set, advanced, and adjourned, so far as convenient and proper to suit the wishes of the parties, when oral arguments may be made. After the arguments have been completed no further hearing will be accorded to either party unless at the request of the tribunal having jurisdiction of the case.

**Judgment of Priority:** This judgment is made upon the testimony, or upon the written concession of the parties, or upon the written declaration of either of the parties that he has abandoned his application. In rendering a judgment upon the testimony the examiner follows the same rules which are recognized as binding in the United States Courts.

Where the decision in favor of one applicant against another is not appealed from, or is sustained upon appeal, it is equivalent to the rejection of the defeated application only as to the issue involved in the interference or matters which might have been made issues, and a patent is awarded to the victorious applicant alone for the matter in controversy.

Where an applicant establishes priority against a patent, the result is the issue of another patent to the applicant.

## REISSUES.

**Their Objects:** A reissue is granted when the original patent is inoperative or invalid by reason of a defective or insufficient specification, or by reason of the patentee claiming more than he had a right to claim as new, provided the error has arisen through inadvertence, accident or mistake, and without any fraudulent or deceptive intention.

Wherever a mistake, incurred through the fault of the Patent Office, constitutes a sufficient legal ground for a reissue, such reissue will be made, without charge of fees, at the request of the patentee, for the correction of such mistake only.

**Time Limit for Reissue:** Neither the Statutes nor the Rules of Practice prescribe a time limit within which an application for a reissue must be filed, and until 1882 it was the common practice to watch the development of an art and by securing a reissue of a prior patent to cover up by these earlier patents inventions which were never even suspected to exist therein by the patentees. This practice

was brought to an end as a result of a United States Supreme Court decision (*Miller v. Brass Co.*, 104 U. S. 350), which held that when a reissue is desired for the purpose of enlarging or broadening the claims, that the grant of such a reissue after an unreasonable delay was an abuse of the power to grant reissues, and by analogy to the time limit for the bar of public use or sale to be effective before the time of filing an original application, practically fixed the period of applying for a reissue at two years. Only very exceptional circumstances will excuse a delay of more than two years in applying for a reissue with broadening of claims. If, however, it is desired to restrict or narrow the claims after two or more years, the reissue is usually allowed even in the absence of any special circumstances to explain the delay.

**Term of Reissue:** A reissue patent is granted for the unexpired term of the original patent and consequently expires on the same date upon which the original patent expires, namely seventeen years from the date of the **original grant**.

**Who May Obtain a Reissue:** A reissue will be granted to the original patentee, his legal representatives or assigns, as the interest may appear.

Reissue applications must be made and the specifications sworn to by the inventors if they be living, and in case there are assignees the application must be accompanied by their written assent.

**Documents Required:** The petition, power of attorney, specifications, and oath, must be signed by the inventor, if living, if not by his legal representatives or assigns as the interest may appear.

1. *Petition, with Power of Attorney* if an attorney is appointed.
2. *Certified Copy of Abstract of Title* giving the names of all assignees owning any undivided interest in the patent.
3. *Written Assent of Assignees*, if any.
4. *Specification*.
5. *Oath*.
6. *Drawing*, which must be on the same scale, or a larger scale than the original drawing, unless under authorization of the Commissioner.
7. *The Original Patent*, or if the original patent is lost, an affidavit to that effect, and a certified copy of the patent. If a reissue is refused the original patent will be returned upon request.

The oath must contain a statement as follows:

(a) That applicant verily believes the original patent to be inoperative or invalid, and the reason why.

(b) When it is claimed that such patent is inoperative or invalid "by reason of a defective or insufficient specification," particularly specifying such defects or insufficiencies.

(c) When it is claimed that such patent is inoperative or invalid "by reason of the patentee claiming as his own invention or discovery more than he had a right to claim as new," distinctly specifying the part or parts as alleged to have been improperly claimed as new.

(d) Particularly specifying the errors which it is claimed constitute the inadvertence, accident, or mistake relied upon, and how they arose or occurred.



(e) That such errors arose "without any fraudulent or deceptive intention" on the part of the applicant.

(f) How such defects and insufficiencies will be cured by the reissue.

**Division of Reissue Applications:** In the discretion of the Commissioner, he may cause several patents to be issued for distinct and separate parts of the thing patented, each such division constituting the subject of a separate specification descriptive of the part or parts of the invention claimed in such division, and its drawing representing only such part or parts. New fees are required for each such divisional application.

Unless otherwise ordered by the Commissioner, all the divisions of a reissue will issue simultaneously.

**New Matter:** Will not be allowed to be introduced in the specification or drawings.

**Examination—Procedure in Patent Office:** The procedure is substantially the same as in case of original applications (see pp. 8 to 14). Original claims if reproduced in the reissue application are subject to reexamination, revision and restriction.

**Matter Claimable in Reissue Only:** Matter shown and described in an unexpired patent, which was not claimed therein by reason of a defect or insufficiency in the specification, cannot be subsequently claimed in a separate patent, but only in a reissue of the original patent.

## APPEALS.

**Right of Appeal:** The right of appeal from a second or final rejection is absolute, whatever be the cause of rejection. Appeals may be based either upon the requirements or decisions of an examiner as to matters of form, in which case they are taken to the Commissioner in person, or as to the merits or substance, in which case the appeal lies to the Board of Examiners-in-Chief. From the decisions of this board an appeal may be taken to the Commissioner of Patents, and from the latter's decision to the Court of Appeals of the District of Columbia.

**Appeals as to Matters of Form:** Any proper question which has been twice acted upon by the examiner, and which does not involve the merits of the invention claimed, the rejection of a claim, or a requirement for division, may be appealed to the Commissioner by a petition clearly and concisely stating the facts involved and the point or points to be reviewed.

An order will then be made directing the examiner to furnish a written statement of the grounds of his decision upon the matters averred within five days, and to furnish a copy thereof to the petitioner.

Hearing will be granted in the discretion of the Commissioner, who will review and decide the questions involved.

**Appeals to Examiners-in-Chief:** Appeals may be taken from the final decisions of a primary examiner upon grounds involving the merits of the invention, such as lack of invention, novelty, utility, abandonment, prior public use or sale, inoperativeness, aggregation,

incomplete combination, or, when claims have been amended, for want of identity with the invention originally disclosed, or from a final requirement for division.

In reissue applications appeals may be taken upon any of the above grounds, or on the ground that the original patent is not in-operative or invalid, or if so that the errors which rendered it so did not arise from inadvertence, accident, or mistake.

There must have been two rejections of the claims as originally filed, or if amended in matters of substance, of the amended claims; all the claims must have been passed upon; and, except in cases of division, all preliminary and intermediate questions, not connected with the merits, settled. The appeal must set forth in writing the points of the decision upon which it is taken.

Upon the filing of an appeal it is submitted to the primary examiner. If he decides that it is not regular in form or does not relate to an appealable action an appeal may be taken from such decision to the Commissioner. If he finds it proper in form and substance he is required within ten days from the filing to furnish the examiners-in-chief with a written statement of the grounds of his decision on all the points involved, with copies of the rejected claims and the references applicable thereto, giving an explanation of the invention and of the references so far as pertinent to the appealed claims. A copy of this statement is furnished to the applicant.

The appellant must on or before the day of hearing file a brief of the authorities and arguments upon which he relies, and if he desires an oral hearing, must so indicate when he files his appeal. A day of hearing will then be fixed and the applicant notified thereof.

**The Decision:** This will affirm or reverse the decision of the primary examiner only on the points on which appeal has been taken, but should the examiners-in-chief discover any other ground for granting or refusing a patent they will annex a statement to that effect to their decision with such recommendations as they deem proper.

In case they recommend the refusal of a patent in the form claimed, their recommendation acts as a rejection and will reopen the case for amendment or showing of fact, or both, before the primary examiner, responsively to that rejection. The recommendation is binding upon the primary examiner, unless an amendment or showing of facts not previously of record be made, which, in the opinion of the primary examiner, overcomes the recommendation.

The applicant may waive the right to prosecution before the primary examiner and have the case reconsidered by the examiners-in-chief upon the same record, and from their adverse decision upon reconsideration an appeal may be taken to the Commissioner, as in other cases. The applicant may also waive reconsideration by the examiners-in-chief and appeal directly to the Commissioner.

In case the examiners-in-chief recommend the granting of a patent in an amended form, the applicant has the right to amend in conformity with such recommendation, which is binding upon the primary examiner in the absence of new references or grounds for rejection.

**Appeals to Commissioner:** From an adverse decision of the examiners-in-chief appeal may be taken to the Commissioner in person, the practice being substantially the same as for appeals taken to the examiners-in-chief.

**Appeals in Interference Cases:** Parties have the same remedy by appeal to the examiners-in-chief and to the Commissioner as in other cases. The appeals must be accompanied by brief statements of the reasons therefor, and six copies of printed briefs of their arguments must be filed by the appellant ten days, and by the appellee three days, before the hearing. The appellant has the right to make the opening and closing arguments, unless otherwise ordered by the tribunal having jurisdiction of the case.

**Rehearings:** Cases decided upon appeal will not be reopened except by authority of the Commissioner, and then only for consideration of matters not already adjudicated upon, sufficient cause being shown.

**Appeals to Court of Appeals of the District of Columbia:** An appeal may be taken to the Court of Appeals of the District of Columbia from an adverse decision of the Commissioner upon the claims of an application, and in interference cases, in the manner prescribed by the rules of that Court.

The applicant must give notice of such appeal to the Commissioner, and file in the Patent Office, within forty days, exclusive of Sundays and holidays, but including Saturday half holidays, from the date of the decision appealed from, his reason of appeal specifically set forth in writing.

Upon the due filing of the appeal the case is placed upon the docket and is called for argument upon either the second Monday of January, March, May or November, the cases being called in regular order as they may stand ready upon the docket.

The entire case, including the petition, transcript, etc., must be printed under the supervision of the Clerk of the Court, and when the printing is completed the case is put on the calendar for hearing at the next term at which patent appeals are heard.

## DISCLAIMERS.

**In General:** A disclaimer is necessary whenever a patentee, through inadvertence, accident or mistake, has claimed more than that of which he was the original or first inventor or discoverer. The filing of a disclaimer for such part as is not of his invention is a simple, expeditious and inexpensive method of curing such a defect, which may otherwise invalidate the grant. A disclaimer is necessary, however, only when the thing claimed is a material and substantial part of the art or machine invented. A disclaimer only affects the excess which it eliminates from the claim, neither affecting such other claims of the patent as by themselves are valid, nor the force of what is not disclaimed.

**Who May Make:** A disclaimer may be filed by any party owning the entire patent, or the entire interest in any specified territory, the disclaimer only affecting the interest of the party filing same, and in the territory owned by him. The original patentee cannot disclaim after he has parted with his entire title to the patent, nor can an owner of an individual interest disclaim, and thus change the form of the patent, without the co-operation of the other owners of the same interest in the patent.

**How Made:** A disclaimer must be in writing, signed by the party making it, attested by one or more witnesses, and recorded in the Patent Office. It must state the precise interest of the disclaimant in

the patent; clearly and exactly set out the excess to be disclaimed; and aver that such excess was included in the patent through inadvertence, accident or mistake.

**Diligence Required:** Disclaimers must be filed without unreasonable delay. What is unreasonable delay is a question to be settled by the Court in the course of litigation upon the patent. The proper course is to file a disclaimer at once, as soon as knowledge is brought home to an inventor that he is not the inventor of any material part of the subject-matter of his claims.

**Effect of Failure to Disclaim:** Unless a disclaimer, if necessary, is filed before a suit for infringement is brought, no costs can be recovered by the patentee. If a disclaimer is made after suit is brought, the plaintiff may still recover, but without costs.

## INFRINGEMENTS.

**In General:** The infringement of a patent is the making, using, or selling of the invention during the life of the patent, without the authorization or consent of the owner. The patent must be valid, which of course means that it must be new and useful, must involve invention and must also comply with the other requirements of R. S. 4886 and 4887 (see page 6, lines 10 to 20), otherwise there is no basis for a suit for infringement. The infringement may consist either in making, using or selling, or in all three. A party is no less an infringer because he had no intent to infringe, or because he did not know of the patent, neither is it any less an infringement if a later patent has been granted to the infringer for his specific improvement. It is not necessary that every feature of the invention disclosed in the patent be used to constitute infringement; it is sufficient if the subject matter set forth in any one of the claims is readable directly upon the alleged infringing article or process. All of the elements set forth in the claim or their equivalent must be used to constitute an infringement. To constitute infringement the principle of operation must be the same, and there must be substantial identity of means employed.

**Consideration of Claims in Infringements:** Each claim of a patent is separately considered in determining infringement, and while claims which cover the invention in broad terms may be infringed by devices differing in many respects from that of the patent, a claim including a distinct limitation to a particular feature is not infringed unless that feature is used.

A combination claim is not infringed unless every element, material or part, mentioned in the claim, or its equivalent, is used in the same relation; every element claimed must be regarded as material, although it is not so in fact.

A claim to an art or process is not infringed except by the use of all of the steps, or their equivalents, and in the order stated, and it is settled that the purchaser and user of an article made by the process is not an infringer.

A claim to an article or substance composed of a particular ingredient or combination of ingredients is infringed by an article having the same characteristics and composed of the same or equivalent ingredients. There is no infringement if an ingredient claimed is omitted, nor where there is an addition changing the character of the compound, but the addition of other ingredients to those claimed does

not avoid infringement if the essential character of the compound remains the same.

**Diversity of Use:** The use of an invention for an analogous purpose is infringement, but use for a non-analogous purpose where invention is necessary to procure its adaptability is not.

**What are Equivalents:** The substitution of equivalent elements for those described in a patent does not avoid infringement. Whether elements are similar or different is determined by what they do or how they act. Where there is identity of operation there is equivalency if the function and result are the same, even if the substituted element performs additional functions. Parts are not equivalent if they do not operate to perform the same function in substantially the same way to produce the same result. To constitute infringement by the substitution of equivalents, the equivalent must have been known as a proper substitute at the date of the patent.

**Transposing of Parts:** Change in the location of elements will not avoid infringement if the operation is substantially the same, but a rearrangement that produces different operations to obtain the same result is not an infringement.

**Omission of Parts:** A claim is not infringed when an element included therein is omitted and no equivalent is used, but the omission of features not claimed, although shown or described, does not avoid infringement.

**Addition of Parts:** The addition of one or more parts or features, even though securing additional functions, will not avoid infringement, although where the combination claimed is changed or destroyed by an addition making a new combination there is no infringement.

**Improvements:** Changes in construction involving improvements in existing patented inventions may be patented by a subsequent inventor, but the fact that he has obtained such a patent is no defense against the charge of infringement of the original patent. Nor can the original patentee lawfully use the patented improvement without the owner's authority so to do.

The foregoing principle of the patent law is one about which, perhaps, there is a more general misconception than of any other. If one will remember, however, that the right secured to the inventor by the grant of the patent is really the right to exclude others from the unauthorized appropriation of his invention and not the absolute right to make, use, or sell, one should have no difficulty in reconciling this principle with the natural justice in any case.

**Contributory Infringement:** The intentional aiding of one person by another to unlawfully make, use or sell a patented invention constitutes contributory infringement. Furnishing plans of an infringing device and sharing in the profits is contributory infringement, and so is selling parts adapted and intended for use in making the patented article in violation of the patent, and the sale of an article with intent to induce a licensee under the patent to violate the terms of his license agreement.

Where the thing alleged to have been contributed is one of general use, suitable for other methods of use, and especially where it can be shown that there was no agreement or intent that the thing sold should be used with other things so as to infringe a patent right, contributory infringement is not present.

## INFRINGEMENT SUITS.

Suit may be maintained at law or in equity to enforce the rights arising from valid granted patents, or from contracts relating to them.

**Who May Bring Suit?** The patentee, his assignee, his grantee, or his personal representatives only, are able to maintain an action for infringement in a court of law. The plaintiff must be the person or persons in whom the legal title to the patent vested at the time of the infringement, except where the right of action was assigned with the title to the patent, when the present owner may bring suit for an infringement committed during the ownership of his assignor, as well as for infringements during his own ownership.

Neither licensees, nor those who have acquired an equitable title to the patent by contract, can maintain such a suit in their own names. The patentee may sue on behalf of the licensee or the licensee can sue in the name of his licensor, but in the latter case only for such infringements as affect his own rights under the patent. An exclusive licensee and the patentee should join as complainants in certain cases.

Equitable owners of patents or of interests therein can only obtain relief in a court of equity.

In case of a joint patent, and in all cases of joint ownership, all the patentees or joint owners must be made parties.

**Who May Be Sued:** All persons, whether natural or artificial, who voluntarily engage in the unauthorized manufacture, use or sale of a patented invention, whether by itself, or as part of some more comprehensive instrument or art.

Even the government cannot ordinarily employ an invention, or grant to others the right to practice it, without the permission of the patentee. A municipal corporation or other public body is responsible for the acts of infringement performed by its officers and agents for its benefit. A private corporation is responsible for any act of its agents or employees, authorized or ratified by it, which wrongfully appropriates a patented invention. Servants or agents who make use of or sell for another an infringing article are also liable.

A joint-owner of a patent may be an infringer if he employs an infringing device. An assignor or grantor who has parted with all his right to use an invention within a specified territory, becomes an infringer if he employs the invention within that territory, as does a grantee or licensee who practices the invention outside of the territory owned by him, and, as does either of the above parties who makes, uses or sells an infringing device.

**Jurisdiction:** The United States Courts have original and exclusive jurisdiction in all cases touching the validity, title, and infringement of patents, without regard to the citizenship of the parties.

The State Courts have jurisdiction, the citizenship of the parties being the same, in all actions based on contracts between the parties, whether to compel their performance, to rescind them, or to award damages for their violation. Actions for breach of warranty, for fraud, for royalties or purchase money, and for the non-fulfillment of other collateral contracts are also within their jurisdiction.

The United States Courts have jurisdiction in the actions named in the last preceding paragraph where the citizenship of the parties is different, and where the matter in controversy involves the sum or value of over \$3,000, exclusive of interest and costs.

**Place to Sue:** Suit for infringement must be brought in the district of which the defendant is an inhabitant, or in the district in which the defendant, whether a person, partnership, or corporation, shall have committed acts of infringement, and has a regular and established place of business.

**Court Procedure:** The practice as to pleadings, trials, judgments and appeals is in conformity with the usual rules of practice in the State and Federal Courts respectively.

**INJUNCTIONS:** Injunctions may be either preliminary, to compel a defendant to desist from his alleged infringing acts while the necessary investigations are being carried on in the courts, or perpetual, permanently prohibiting the defendant from the performance of acts which have been proven and adjudged to be in violation of the patent.

**Preliminary Injunctions:** The issue or refusal of a preliminary injunction is wholly within the discretion of the court. The court will not attempt to decide doubtful questions, and in case of doubt will not grant an injunction, especially where the defendant is financially responsible.

In order to secure a preliminary injunction the validity of the patent must be made to clearly appear, and the fact of infringement be shown beyond doubt. Such injunctions are granted to prevent irreparable injury, and the right to and necessity for the injunction must be shown.

It is ground to deny a preliminary injunction that the granting thereof would injure the public and defendant gives security for possible damages and costs; that there has been laches on the part of the plaintiff; that the defendant has a later patent under which he has been working; that the patent is about to expire; or where the granting would work great injury to defendant and its refusal would injure the plaintiff in a much less degree, but it will not be refused for hardship on defendant where the infringement is wilful.

Where the validity of the patent has not been adjudicated by the courts nor acquiesced in by the public, an injunction will usually be refused, but this rule does not apply when the invention is both new and useful and there is no evidence attacking the validity of the patent.

A prior adjudication sustaining the patent is not an absolutely necessary pre-requisite, but an injunction will be refused where a prior adjudication was against the patent. Where the patent has been sustained either at law or in equity an injunction will ordinarily be granted where the infringement is clear, unless new evidence is presented such as would have changed the former decision. Prior adjudication, however, will not be followed when the points involved were not fairly in issue and decided, or where there was collusion, and an adjudication without contest is not sufficient upon which to base a preliminary injunction.

**Terms and Conditions:** The terms and conditions of an injunction depend upon the special circumstances of each case and rest in the sound discretion of the court. In some cases, where the showing is such that an injunction would be justified, the court, instead of granting an injunction may require the defendant to give a bond to

secure any decree for damages or profits which may finally be awarded. The complainant, too, may be required to give a bond, where an injunction is granted, to indemnify the defendant for damages in case of an adverse decision in the action.

**Modifying or Dissolving Injunction:** Injunctions may be modified or dissolved by the court on motion, this matter resting in the sound discretion of the court according to the circumstances of the case.

**PERMANENT INJUNCTIONS:** The right to a permanent injunction usually exists whenever judgment is given in favor of the complainant, but there may be special circumstances which may prevent its issue, as, for example, where it is not necessary and its allowance would be injurious to the public.

The command of the court must be explicitly obeyed without evasion or subterfuge, and a violation of such injunction is punishable by the court in contempt proceedings. As contempt in the violation of injunctions in a patent case is a criminal offense, the fine imposed by the court should bear a just proportion to the magnitude of the offense.

**DAMAGES IN ACTIONS OF LAW:** Damages are to be measured by the actual loss to the plaintiff; which must be shown. He is entitled to the actual damages sustained by him because of and during the time of the infringement for which the suit was brought. Profits which the plaintiff might have made but for the infringement are recoverable. Nominal damages only can be recovered where the amount of actual loss is not known; where plaintiff did not mark his articles "patented," and the defendant did not have actual notice of the patent; where there was making of the invention without use. Injury to business by unfair competition is not included in the damages.

Interest on the amount due plaintiff may be, but counsel fees and the expense of the litigation cannot be included in the damages.

While the verdict must be for the actual damages, the court may in its discretion enter judgment for any sum above the verdict not exceeding three times the amount thereof, but without bad faith on the part of the defendant, or special circumstances, damages will not usually be so increased.

**PROFITS IN SUITS IN EQUITY:** In equity actions the complainant may recover the amount of the gains and profits that the defendant has made from the wrongful use of the patented invention, and in addition the damages sustained by him. Such profits must be actual and direct, and the burden is on the complainant to show them; if he fails to show the amount of profits due to his invention, nominal damages only will be allowed; in case of wilful infringement all doubts as to amount of profits are resolved against the infringer.

Where the patent covers only a part of the machine entire profits on the machine are not recoverable, but only such as are due to the patented improvement, in which case the profits must be separated, apportioned, and proven by the complainant. Where sales of articles are due solely to the patented improvement the entire profits may be recovered, and where it is shown that profits are due to the patented invention the burden is on the defendant to show that part is due to other things.



In determining profits all legitimate expenses of manufacture and sale, including wages, rent, advertising, commissions, etc., are to be deducted from the selling price, but not taxes, insurance, interest upon capital invested, manufacturer's profits, compensation for personal services, or losses which do not occur concurrently with the making of profits and do not result directly from the particular transactions on which the profits are allowed.

Damages are determined as in actions at law, and it has been held that the court may allow increased or exemplary damages in aggravated cases.

## VALIDITY AND INFRINGEMENT SEARCHES.

Before a manufacturer invests any considerable sum of money either for the purchase of a patent or in dies, machinery or material to be used in the manufacture of any product upon which a patent has been applied for or obtained, he should bear in mind that the ownership of a patent does not secure the owner thereof from being subjected to a suit for infringement upon a prior patent containing claims broad enough to dominate the structure of the later patent.

Again, it must be remembered that the grant of a patent is merely prima facie evidence of the novelty and invention of the subject matter disclosed and that the validity of the patent is always subject to attack which course is usually always adopted by the defense in a suit for infringement. Therefore, it is always an advisable precautionary measure to have an infringement and validity search instituted before purchasing any patents or before investing capital in extensive manufacturing, also whenever an infringement suit is about to be instituted or is threatened.

These searches comprise as extensive and exhaustive an examination as possible of the art to which the invention in question relates, to ascertain as nearly as can be done whether the invention was new at the date of the application for patent therefor; whether the claims properly cover the invention; and what are the probabilities of infringing a prior patent or patents if the patented article is made, used or sold.

Such searches to be of value must be made by careful experienced persons, and should comprise the examination of both United States and foreign patents, and, in addition, publications, technical and otherwise, likely to contain anticipating descriptions of the subject matter of the patent.

The cost of such searches cannot be named in advance. It is usual to charge for them upon a *per diem* basis for the time actually required to complete the search.

## PATENTED ARTICLES MUST BE MARKED AS SUCH.

**After Issue of Patent:** It is the duty of all patentees, their assigns and legal representatives, to give sufficient notice to the public that an article is patented, either by marking the article itself with the words "patented" and the day and year the patent was granted (issued); or when, from the character of the article, this cannot be done, by fixing to it, or to the package wherein one or more of them is enclosed, a label containing a similar notice.

No damages can be recovered in a suit for infringement by a party failing to so mark, except on proof that the defendant was duly notified of the infringement, and continued, after such notice, to make, use, or vend the patented article.

The duty of marking patented articles devolves upon the manufacturer. While the failure to mark prevents recovery of damages as above noted, it is no bar to an injunction either preliminary or perpetual.

**Marking Before Issue of Patent:** There is no legal requirement as to this, but it is usual, after a patent is applied for, to mark articles "patent applied for," or "patent pending," with the object of warning third parties that a patent is being obtained and may be issued at any time. Such notice is quite effectual. Knowing that a patent is likely to issue, the more reputable manufacturer will not encroach upon the applicant's probable rights, while more unscrupulous persons will hesitate before investing capital and time in establishing the manufacture and sale of an article which may be stopped at any time upon the issue of the patent.

## PENALTY FOR FALSE MARKING.

Every person who, in any manner, either—

1. Marks upon anything made, used, or sold by him for which he has not obtained a patent, the name or any imitation of the name of any person who has obtained a patent therefor, without the consent of such patentee, or his assigns or legal representatives; or,

2. Marks upon or affixes to any such patented article the word "patent," or "patentee," or the words "letters patent," or any word of like import, with intent to imitate or counterfeit the mark or device of the patentee, without having the license or consent of such patentee or his assigns or legal representatives; or,

3. Marks upon or affixes to any unpatented article the word "patent" or any word importing that the same is patented, for the purpose of deceiving the public;

Is liable for every such offense to a penalty of not less than one hundred dollars, with costs. The fine may be recovered by any person in a *qui tam* action, brought in the district in which the marking was done, in the name of the informer. One-half of the fine recovered goes to the use of the person who sues for the same, the other one-half going to the use of the United States.

## INTERFERING PATENTS.

Whenever there are interfering patents, any person interested in any one of them, or in the working of the invention claimed under either of them, may have relief against the interfering patentee, and all parties interested under him, by suit in equity against the owners of the interfering patent; and the court, on notice to adverse parties, and other proceedings had according to the course of equity, may adjudge and declare either of the patents void in whole or in part, or inoperative or invalid in any particular part of the United States, according to the interest of the parties in the patent or the invention patented. But no such judgment or adjudication will affect the right of any person except the parties to the suit and those deriving title under them subsequent to the rendition of such judgment.

Such an action must be brought in the district in which the defendant resides or is found. The question of priority of invention is the only point in controversy, and judgment is awarded to the party who establishes the fact that he is the first inventor, or the party who derives his title from the first inventor. Two patents interfere within the meaning of this portion of the law when they claim the same invention in whole or in part.

## ASSIGNMENTS, GRANTS, LICENSES.

**Defined:** Any instrument in writing amounting to any assignment, grant, mortgage, lien, encumbrance, license, or which affects the title of the patent or invention to which it relates, will be received for record in the Patent Office. Such instrument should identify the patent by number and date; or, if the invention is unpatented, by the name of the inventor and the serial number and filing date of the application, or its date of execution.

The assignment or license may be for either the right to make, to use, or to sell, or for the right to do any or all of these acts, and may be for the whole or any part of the United States. Each claim is separately transferable.

**Undivided Interests:** Undivided interests may also be assigned. An assignment of an undivided part of a patent, however small the undivided interest conveyed, makes the assignee and the patentee joint owners, and the holder of an undivided interest in a patent may make, use and sell, and license others to do so, without regard to its effect on his co-owners, unless there is an agreement between them as to profits. Joint interests in a patent do not make the owners partners, and one joint-owner cannot compel another to account for a share of his profits in the absence of a partnership or profit-sharing agreement between them. It should be observed that neither a joint-owner nor his alienees can lawfully practice an infringing invention.

**Assignment of an Undivided Interest Does Not Insure a Division of Profits:** A very common and prevalent misunderstanding of the effect of an assignment of an undivided part interest of a patent exists, the parties to the assignment usually believing that the assignment makes them partners to the extent indicated in the assignment with the consequent sharing, of profits, etc. A careful reflection on the statement of the law as given in the preceding paragraph will show that an assignment of a part interest does not insure a division of profits. If it is the desire of the parties to insure that there will be a division of the profits, which is usually the dominant thought, at the time the assignment is drawn up and executed, a separate contract should be drawn up in addition to the assignment covering fully the terms of the desired contractual relation.

**Deceased Inventors—Infants:** Executors and administrators of the estate of a deceased inventor hold a patent in trust; they can assign a patent and give a good title thereto. An infant must assign by guardian, who is governed by local law.

**Parol Agreements:** A parol agreement to assign, and to allow the assignee to take out the patent in his own name (upon application papers to be signed by the inventor) is valid, and a verbal agreement

vests in the assignee an equitable right to grant licenses, and notes given for such licenses are upon sufficient consideration. The legal title to a patent, however, can be transferred only by a written instrument signed by the owner of the patent.

**Assignments Before Issue of Patent:** The right to an invention dates from its discovery, and it, or any rights thereunder, may be assigned at any time thereafter. A patent cannot issue to the assignee, however, unless an assignment, containing a request therefor, be duly recorded, and it should be presented for record at a date not later than the day upon which the final fee is paid.

**Importance of Recording:** An unrecorded assignment, grant, or conveyance is valid between the parties thereto, and is good, except against creditors and subsequent *bona fide* purchasers without notice, and an assignment, though unrecorded, is good against all who have actual notice, but in order that the record may be constructive notice to intending purchasers, the assignment, grant or conveyance must be recorded in the Patent Office within three months of the date of its execution. It should be observed, however, that the record, although made after three months have elapsed, affords constructive notice to all persons acquiring interests in the invention subsequently to the date of record.

## OWNERSHIP.

### SHOP RIGHTS — EMPLOYER AND EMPLOYEE.

In the various relationships between employer and employee, partnerships, and in many other cases where two or more parties are mutually interested in the development of an invention the question naturally arises, of by whom the inventive act has been produced, or in other words who was the actual originator of the invention, with the ancillary question of who is entitled to the ownership of the patent.

Numerous cases treating with these questions have been adjudicated by the courts and from these decisions the following general statements of the law are evolved.

It is hoped that a careful perusal of these statements may be of value to the reader whether manufacturer or inventor, employer or employee, and will show the necessity for the consideration and preparation of definite agreements as to the rights and duties of the parties with respect to inventions and patents therefor.

**Originality—Employer and Employee:** In questions as to the originality of invention the courts lean strongly to the side of the employer, the general rule being that where a party employs another party to reduce to practice the employer's conception or preconceived plan, the inventorship resides solely in the employer even to the employer's preconceived plan or design in the course of the construction or development of the invention.

As to these specific improvements introduced or suggested by the employee, these are also held to inure to and become the invention and property of the employer unless they amount to a complete new method or arrangement which would amount in itself to a complete invention.

The employer must do more than merely suggest a desired result, he must suggest an idea of means in detail so that the employee can

embody it in operative form. The burden of proof where the employee has filed the application for the invention is upon the employer to show that he imparted the general disclosure to the employee.

**Joint Inventorship:** Where the question of joint inventorship arises it is not necessary that the new ideas must be evolved or conceived by the parties simultaneously. As pointed out above an employee can not properly be regarded as a joint inventor with his employer when the improvements introduced by the employee are ancillary to the preconceived plan of the employer and are merely the result of mechanical skill. One who conceives an invention can be the sole patentee even though he lacks the necessary mechanical skill to reduce it to practice.

**Partnership:** Where the parties have entered into a partnership, one advancing the money and managing the business, the fact that the party who advanced the money may make suggestions, such as the substitution of materials, does not make the parties joint inventors.

**Conception Derived from Another:** One who derives the complete conception of an invention from another can never obtain a valid patent therefor. A patent for an invention which consists of an improvement upon an invention derived from another will be invalid if so claimed that the original invention and improvement are inseparable. If, however, the claims are separable so as to distinguish between the improvement and the original invention, the claims to the improvement will be valid.

**Ownership:** This question is determined by contract. Originality, when decided, does not necessarily include or settle the question of ownership. If there is a written contract as to the ownership no difficulty is usually encountered. While the courts lean to the side of the employer on the question of originality they lean to the side of the employee on the question of ownership. It must therefore be clearly proven that a definite express agreement to assign, or that in view of the relationship of the parties an implied contract exists, in order that the ownership of the patent will be decreed to the employer.

**Shop Rights:** The question of ownership is closely related to that of shop rights. The doctrine of shop rights, briefly stated, being that where a person is employed by another and uses the employer's time and material to perfect, develop and reduce an invention to practice and permits the employer to use the invention, an implied license to use the invention will result to the employer, irrespective of the termination of the relationship between the parties. The implied license and shop rights in case of machines extend only to the specific machines built and used. Where, however, it is a simple device and the employer makes the invention for sale and sells with the inventor's knowledge and consent a license to make and sell is implied and the inventor is usually held to be estopped from later preventing such sale.

Shop rights or implied licenses are personal and can not be assigned, but they are transmissible by succession.

It will be noted that the shop right or implied license does not give the holder thereof the right to prosecute others for infringement, consequently while the employer may have the right to use the invention he has no control over the invention such as would be of any value to prevent a flood of competition should the inventor wish to sell or license the invention to others.

## DESIGN PATENTS.

While many manufacturers frequently fail to appreciate the importance of protecting their products by availing themselves of the benefits of the laws providing for the granting of mechanical patents and for the registration of trade-marks, by far the greater number fail to take advantage of the equally important and beneficent provisions which provide for the granting of design patents.

The statutory law authorizing the grant of patents for a new, original and ornamental design is found in Sec. 4929 of the Revised Statutes which reads as follows:

“A design patent may be obtained by any person who has invented any new, original, and ornamental design for an article of manufacture, not known or used by others in this country before his invention thereof, and not patented or described in any printed publication in this or any foreign country before his invention thereof, or more than two years prior to his application, and not caused to be patented by him in a foreign country on an application filed by him more than four months before his application in this country, and not in public use or on sale in this country for more than two years prior to his application, unless the same is proven to have been abandoned.”

It will be noted upon a careful reading of this section of the statute that a design patent is only granted for an “article of manufacture.” This expression “article of manufacture” will upon reflection be found to include a vast number and variety of articles.

**The Design Must Be “New” and “Ornamental”:** Again because of the use of the word “invented” the design must involve invention. The term “ornamental” has been given quite a broad significance, anything that would appeal to the artistic or esthetic taste being held ornamental. An article may have beauty such as would appeal to the esthetic tastes because of simplicity and symmetry of its outlines. Consequently we find great numbers of design patents being granted for such articles as wrenches and frequently for machines, which at first thought would not impress one with embodying anything of an artistic or esthetic appeal. It was at one time held by the Patent Office that a machine was not an article of manufacture within the meaning of the statute. The office seems to have receded somewhat from this holding in recent years as evidenced by the number of design patents for various types of machines published in the recent numbers of the Official Gazette of the U. S. Patent Office.

A design patent will be granted for a surface ornamentation on all sorts of articles such as wall paper, silk or cotton textiles, embroideries, etc. Also a ludicrous or grotesque figure or article may be the subject of a design patent if it involves “artistic” merit.

Very often an article is produced which because of its artistic merit finds a ready sale, or perhaps an extensive advertising campaign is conducted which results in a great volume of sales. It may happen that because of the great activity in the particular field, with the resultant number of existing patents, a mechanical patent can not be obtained. The imitator, finding that there is no patent protection on the article, proceeds to copy it and by putting out a similar and some-

times greatly inferior article proceeds to make heavy inroads on the sales of the originator. While the original manufacturer may have obtained a certain measure of protection by adopting and registering a trade-mark for his article if the imitator refrains from adopting or simulating the trade-mark, the originator is without any means of protecting the market which he has developed, often by the expenditure of a great amount of energy and capital, unless he has taken the precaution of protecting the article by a design patent. The value of the protection afforded by a design patent is being appreciated today by an increasing number of manufacturers of textile goods as shown by the design patents appearing weekly in the Official Gazette for silk and cotton goods, rugs, carpets, laces, embroideries, as well as manufactures of tools, machines, toys, dolls, jewelry, articles of furniture and practically every type of a manufactured article that can be imagined.

As the cost of such patents are comparatively small, due consideration should be given by manufacturers as to the advisability of protecting their products by design patents, particularly in cases where it is impossible to secure mechanical patents to fully protect their products.

**Preliminary Examinations as to Novelty:** These may be made, the cost being the same as for other patents.

**Application for Patent:** The requirements and procedure are substantially the same as in applications for other patents.

**Term of Patent:** Design patents are granted for either three and one-half, seven or fourteen years as elected by the applicant, the term commencing to run from the date of issue. Where the applicant has requested that the patent issue for one of the shorter terms, he may, at any time **before the allowance of the application**, upon the payment of the appropriate additional fee, obtain the issue for a longer term.

After allowance the term of the design patent can not be changed to the longer term.

**Assignments—Grants—Licenses:** See remarks under this heading on page 31.

## TRADE-MARKS.

As with patents and designs the average manufacturer's ideas with respect to trade-marks are usually quite vague and hazy. The importance of adopting a Trade-Mark and the proper protection of a mark by registration in the Patent Office can not be overestimated, and this subject should therefore be given the most careful thought and consideration by the progressive manufacturer or merchant. In an attempt to impart a better understanding of this subject, we have prepared for gratuitous distribution a booklet treating the subject of Trade-Marks in a somewhat similar manner to the discussion contained herein of the Patent Law which we will be glad to mail upon request.

As probably the question most frequently propounded by clients is "What will it cost me to obtain a patent?" we have appended a list showing our charges for various services. These charges are neither the highest nor the lowest that are quoted by the members of the patent law profession but are as reasonable as consistent with the services and personal attention of highly trained technical or legal specialists.

## SCHEDULE OF CHARGES.

**Terms:** All charges are payable in advance, cash with order, unless otherwise specified or agreed upon.

**Preliminary Examinations** (searches of pertinent prior U. S. patents) .....from \$15.00 up  
**Validity Searches:** (see page 29).

### Applications for Patents.

A fixed rate of cost cannot be given, as all charges must be based upon the amount and character of the work involved. Difficult and complicated cases are necessarily subject to special rates of charge.

The following charges are for ordinary cases only, which require but one sheet of drawings and usual specifications and claims. Additional sheets of simple drawings, when required, will be charged for at \$10 per sheet.

**The charges include** the complete preparation and filing of the drawings, specifications and other necessary papers and the payment of the governmental filing fee in connection therewith.

**The charges do not include** the cost of preparing and filing necessary amendments during the prosecution of the case; cost of references cited by the examiner; changes in or additions to drawings; appeals; interferences; or the payment of the final fee of \$20 to the government. All charges will be fair and reasonable for the services rendered, and can be subject to agreement in advance of the work being done if desired.

<b>Patents.</b> Ordinary cases, one sheet of drawings.....	from \$85.00
<b>Reissue of Patent.</b> Ordinary cases, one sheet of drawings "	100.00
<b>Design Patent.</b> For 3½ years.....	" 45.00
<b>Design Patent.</b> For 7 years.....	" 50.00
<b>Design Patent.</b> For 14 years.....	" 65.00

**Amendments,** necessary amendments, according to work involved..... from \$7.50 up

One-half of the charge for applications may be paid when giving the order for the work, the balance being payable upon the return of the signed papers for filing in the Patent Office. Other fees are payable when the work is ordered.

<b>Appeals to Examiners in Chief.....</b>	from \$60.00
<b>Appeals from Examiners in Chief to the Commissioner...from</b>	90.00
<b>Appeals (pro forma) Petitions to Commissioner.....from</b>	35.00
<b>Appeals from Commissioner to Court of Appeals of the District of Columbia.....</b>	(Subject to special agreement.)

<b>Interferences.</b>	{	As these involve more or less protracted proceedings respectively, before the Examiner of Interferences or in Court, charges cannot be named in advance, but will be subject to agreement in each case.
<b>Infringements.</b>		



**Litigation** — No set charge can be named in advance to cover all cases. The charges in each particular case must be governed by the nature of the proceedings.

**Assignments, Licenses, etc.**

Preparing and recording, if 300 words or less.....	\$10.00
Preparing and recording, if over 300 and under 1,000 words.	15.00
Preparing and recording, if 1,000 words or over.....	20.00
<b>Disclaimers, preparing and filing.....</b>	<b>from \$25.00</b>
<b>Copies of Patents, if in print, each.....</b>	<b>.20</b>
<b>Photoprints of foreign patents, per sheet.....</b>	<b>.50</b>
<b>Photoprints of publications, per sheet.....</b>	<b>.50</b>

**FOREIGN PATENTS.  
FOREIGN DEPARTMENT.**

Our foreign department is under the personal direction of Mr. Oscar A. Geier, M. E. and E. E. Mr. Geier was formerly connected with one of the largest European firms of patent attorneys and traveled extensively abroad for many years where he established many patent law offices and branches. Consequently Mr. Geier has a direct knowledge of the laws of various foreign countries. Knowing personally most of the foreign agents, we have succeeded by a process of elimination and selection in establishing connections with, and securing the services of, the most competent and reliable foreign associates and can assure our clients that all foreign applications intrusted to us will be handled only by first class attorneys abroad, who keep us thoroughly advised as to the progress of cases, which information in turn is promptly submitted by us to our clients. All cases are forwarded abroad from our office directly to our agent in each country and our clients are enabled through this office to be practically in direct connection with the foreign attorneys.

**The Importance of Foreign Patent Protection.**

As the gradual readjustment and stabilization of the world's economic and politic conditions bids fair to bring about a revival of foreign business and a great demand for American goods and manufactures, American manufacturers should therefore prepare to enter the foreign markets but before doing so should give the most careful thought and consideration to the question of foreign patent protection.

That such protection is desirable and necessary is evidenced by the fact that without it the trader in foreign countries cannot prevent the flooding of his market with similar goods, or perhaps cheap imitations thereof, at prices which may be below his own cost of production and delivery, so that his market may be spoiled if he does not protect it.

Again, due to the peculiarity of the laws of many foreign countries, an American manufacturer may be excluded from a foreign market because of the piracy of his inventions or trade-marks by an unscrupulous foreign competitor securing patents on the American invention or registering the American's trade-mark.

A still further reason for the procurement of foreign patents exists in the fact that inventions which have proven of value in the United States may also have value in some or all of the foreign countries. The owner may have facilities for manufacturing, or otherwise making use of them, in such countries, himself, or he may intend to sell his rights to others, or find manufacturers there who will use the invention under a license granted by the owner for this purpose.

Applications for foreign patents, if they are to be made at all, should, unless they are filed under the provisions of the International Convention, be made before any publication or public use of the invention, for two reasons:

**First.** Because of the legal requirements as to novelty in foreign countries. If the applications are not filed in due time, valid patents cannot be obtained;

**Second.** Because it is possible for unauthorized persons, who have acquired knowledge of an invention, to apply for and obtain patents therefor in their own names, and while in some cases the patents so issued can be attacked, it can only be done at considerable expense and with much trouble.

A concise statement of the law and practice in the various foreign countries is therefore desirable, so that intending applicants for patents may, without waste of time, acquaint themselves with the principal legal requirements in such cases, and know the conditions under which they may obtain such protection, and maintain it in force.

### Comparison of Practice.

It should be noted at the outset that a marked difference exists between the practice in the United States and that in foreign countries, and in the following points in particular:

1. As to the novelty that must exist at the moment of the filing of the application for patent. We have treated this subject under the headings "Novelty Required" (see page 40), "International Convention" (see page 41), and "When Application May Be Filed" (see page 40).

2. Most of the principal foreign countries require, as a condition for the continuance of the life of a patent, the payment of annual or other fees or taxes. We state the cost of paying such annuities or taxes under the heading "Taxes" (see pages 52 to 55).

3. Many countries also require that the patent be "worked," that is to say, the invention must be manufactured or carried into practice in the country within a fixed period of time, and usually such working must not be suspended at any one time longer than another fixed period of time. We state such requirements under the heading "Workings." (See pages 54, 55.)

4. In most of the foreign countries which examine applications as to the novelty of the invention, claims as usually drawn for United States applications are not acceptable, and numerous claims differing only as to minor details are objectionable. The German form of claim is generally preferred. The last named type of claim may and preferably should be functional in character. The aim should be to present "a new technical effect," rather than a new combination of elements. The first claim should be made as broad as possible; this may be followed by a limited number of subsidiary claims to cover additional elements, or modifications.

The redrafting of the claims to accord with the practice of the country in which they are filed is most important, although often lost sight of, and this should be done by a competent attorney in each country, who must be familiar with the law and practice there. We invariably require our foreign correspondents to do this, furnishing them with a statement showing the features of the invention for which protection is chiefly desired.

## Who May Apply for Patent.

1. *Inventors*.—Whether sole or joint, in all countries.

2. *Inventors and Assignee Jointly*.—In Australian Commonwealth, British Central Africa, Canada, Ceylon, Great Britain, Grenada, Malta, Rhodesia, St. Lucia, St. Vincent, South Africa (Union).

3. *An Assignee (an individual, but not a firm, or corporation)*, may apply in:—Bahamas, Bermuda, Trinidad and Tobago, South Africa (Union).

4. *An Assignee, whether an individual, firm, or corporation*, may apply in:—Australian Commonwealth, Austria, Barbados, Belgium, Belgian Congo, Bolivia, British North Borneo, British Guiana, British Honduras, China, Costa Rica, Cuba, Cyprus, Ecuador, Egypt, Falkland Islands (if owner of British patent), France, Germany, Honduras (if owner of foreign patent), Hungary, Jugoslavia, Italy, Liberia, Luxembourg, New Zealand, Nyasaland, Panama (if owner of foreign patent), Paraguay, Poland, Portugal, Portuguese Colonies (if owner of Portuguese patent), Roumania, Spain, St. Helena, Salvador, Santo Domingo, Straits Settlements, Tunis, Turkey, Uruguay.

Proof of right to make the application should be obtained, and held for use if and when necessary.

5. *An Assignee, whether an individual, firm, or corporation, may apply, but an assignment must be filed in*:—Argentine Republic, Brazil, British Gambia, Canada, Czecho-Slovakia, Ceylon, Chile, Colombia, Cuba, Deccan (Hyderabad), Denmark, East Africa Protectorate, Fiji, Finland, Gambia, Gold Coast Colony, Guatemala, Hong Kong, Iceland, India, Jamaica, Japan, Jodhpur (Marwar), Johore, Leeward Islands, Mauritius, Mexico, Mysore, Negri Sembilan, Newfoundland (but without assignment if owner prior foreign patent), Nicaragua, Nigeria, Norway, Pahang, Perak, Peru, Poland, Russia, San Domingo, San Salvador, Selangor, Seychelles, South Africa, Southwest Africa (Union), Sweden, Switzerland, Venezuela, Zanzibar.

6. *An Assignee, without an assignment, if special power of attorney signed by inventor and assignee is filed*.—Argentine Republic, Brazil, Chili, Mexico.

7. *Any person (individual, firm or corporation)*:—Belgium, Germany, Holland (The Netherlands), Luxembourg, Turkey. (See also par. 4 & 5 supra).

8. *Any person resident in the country, for an invention communicated to him from any person resident in a foreign country*:—Australian Commonwealth, Ceylon, Great Britain, Leeward Islands.

9. *The owner of a prior foreign patent*:

(a) The owner of a British patent, in British North Borneo, Ceylon, Falkland Islands, Gibraltar, Guernsey, Hong Kong, Jersey, Negri-Sembilan, Pahang, Perak, Selangor, St. Helena, Straits Settlements.

(b) The owner of any prior foreign patent, in Belgium, Belgian Congo, China, Costa Rica, Cuba, Egypt, Fiji Islands, Honduras, Jamaica, Newfoundland, Panama, Paraguay, San Domingo, Spain (5 year patent), Venezuela.

(c) The owner of a prior United States patent, in Philippine Islands, Porto Rico.

(d) The owner of a prior Portuguese patent, in Portuguese Colonies.

(e) The owner of a prior Danish patent, in Iceland.

## Novelty Required.

The general rule is that the invention must be new in the country at the moment the application for patent is filed. There are important exceptions to and variations of this rule, however, which are explained under the headings "When Applications May Be Filed," and "International Convention."

Unless the case falls within one of the classes of exceptions therein named, it may be considered as unsafe to delay the filing of an application until after publication or public use of the invention has taken place.

The Official Gazette of the United States Patent Office is regularly forwarded to many foreign countries after its issue, and the brief publication of inventions therein may constitute a bar to the issue of valid patents based on applications filed subsequent to the receipt of such Gazette in the foreign country. This is especially true with respect to Great Britain, Australian Commonwealth, Chile, Japan, New Zealand, South Africa (Union), and Switzerland. The publication in the Gazette to be a bar must be sufficient to enable the invention to be understood and practiced.

In extreme cases it is possible, for some countries, to cable a brief description of the invention to the foreign country, after the issue of the Gazette, but before it reaches the country, and to file an application in order to secure the proper filing date, and to file the complete papers with specifications and drawings later. This is somewhat expensive but it will preserve rights that would otherwise be lost.

## When Application May Be Filed.

The International Convention (a list of member countries will be found under the following heading)—allows a term of priority of one year *from the date of the filing of an application* for a patent in any one of the Convention countries, for filing similar applications for patent in the other member countries.

If advantage cannot be taken of the provisions of the International Convention the obviously safe course is to file all applications for foreign patents, that may be determined upon, before the issuance of any patent, and before there has been any publication or public use of the invention.

Valid patents may, however, in some cases, be obtained upon applications filed at a later time.

Applications for patents, not filed under the International Convention, should be filed in accordance with the following requirements in the countries named below :

1. *Before publication or public use of the invention in any country.*—France, Guatemala, Holland, Hungary, Spain (for 20 year patent), Sweden, Tunis, Turkey.

2. *Before printed publication anywhere, and before public use in the country.*—Austria, Belgium (patent of invention), Czecho-Slovakia, Denmark, Finland (but official publication no bar for six months), Germany, Jugo-Slavia, Luxembourg, Norway, Poland, Portugal (use in Colonies is also a bar), and Russia (official publication not a bar), South Africa (may be made within 12 months from date of filing of foreign application).

3. *Before printed publication in any country.*—Bolivia, Ecuador, Peru, and Salvador (official publication not a bar).

4. *Before public use in any country.*—Cuba (“Nacional” patent), Columbia.

5. *Before publication or public use in the country.*—Great Britain, Argentine Republic (15 year patent), Australian Commonwealth, Bahamas, Barbados, British Central Africa, British Honduras, British Guiana, Greece, Chile, India, Japan, Leeward Islands, Liberia, Malta, New Zealand, Nicaragua, Russia, South Africa (Union), Switzerland.

6. *Before public use in the country.*—Bermuda, Grenada, St. Lucia, St. Vincent, and Trinidad and Tobago.

7. *During the life of a prior British patent, provided no prior use in the country.*—Ceylon, Hong Kong.

8. *During the life of a prior British patent, provided no prior use in the country or in Great Britain or her possessions, use in the interim by inventor or with his consent excepted.*—British North Borneo, Negri-Sembilan, Pahang, Perak, Selangor, Straits Settlements.

9. *During the life of a British patent.*—Cyprus, Falkland Islands, Gibraltar, Gilbert Islands, Gold Coast Colony, Guernsey, Jersey, St. Helena.

10. *During the life of a prior foreign patent, provided no prior use in the country.*—Argentina, Costa Rica, Italy, Jamaica, Newfoundland, Spain (5 year patent).

11. *During the life of a prior foreign patent.*—Belgium (patent of importation), Belgian Congo, China, Cuba, Egypt, Fiji Islands, Honduras Panama, Paraguay, San Domingo, Venezuela.

12. *During the life of certain prior patents.*—Porto Rico, and Philippine Islands (United States patent), Iceland (Danish patent), Portuguese Colonies (during first two years of Portuguese patent).

13. *Within one year from the acquisition of a foreign patent, or the sealing of a British patent.*—Deccan, East Africa Protectorate, India, Mysore, Zanzibar.

14. *Within a given period of time after first prior patent.*—Argentine Republic (within one year), Brazil (seven months from grant), Canada (one year from issue), Mauritius (one year from date of British), Mexico (three months from publication), Norway (twelve months when reciprocal), Roumania (six months from grant), Southern Rhodesia (one year from grant), Uruguay (one year from issue).

## International Convention for the Protection of Industrial Property.

The following countries are members of this Union, viz.:

*Australian Commonwealth, Austria, Belgium, Brazil, Czecho-Slovakia, Ceylon, Cuba, Curaçao, Denmark and Faroe Islands, Dutch East Indies, France and Colonies, Germany, Great Britain, Holland (The Netherlands), Hungary, Italy, Japan and Korea, Jugoslavia, Mexico, New Zealand, Norway, Portugal, Poland, San Domingo, Servia, Spain and Colonies, Surinam, Sweden, Switzerland, Trinidad and Tobago, Tunis, United States.*

The convention provides that whoever has regularly filed an application for patent in one of the Convention countries shall enjoy a period of priority of twelve months from the date of such application, for filing his applications for patents in the other Convention countries, the same to have the same force and effect as if they had been filed simultaneously with such first filed application.

This permits inventors, who have filed applications for patents in the United States, to file applications for patents in the other Convention countries at any time before the expiration of one year from the date of the filing of such application in the United States, regardless of intervening publication or public use of the invention.

### **Examination of Applications as to Novelty.**

Applications are subject to examination as to the novelty of the invention at the time the application is filed, in the following countries:

Australian Commonwealth, Austria, Canada, Chile, Cuba, Denmark, Finland, Germany, Great Britain, Holland, Hungary, Japan, Luxembourg, Norway, Russia, Sweden.

The examination varies in the several countries both as to character and extent, that in Germany being considered the most severe and complete. Amendments of the specifications and claims to meet official objections, and to avoid prior patents cited, may be required. These are subject to charge according to the character and extent of the work involved, and are prepared and filed by our correspondent patent attorneys resident in the respective countries, acting upon our instructions given after consultation with our client.

### **Patents of Addition.**

In most of the principal European countries "patents of addition" are granted to a patentee or owner for improvements and modifications in an invention for which a patent has already been granted. They may be applied for from time to time, and at any time, during the life of the original patent. They form a part of the original patent after their issue and expire therewith. Usually they are not subject to the payment of separate annual taxes, and do not require a separate working, although care must be taken to see that the features of the patent or patents of addition are not omitted in the working of the original patent.

The charges and formalities for patents of addition are the same as for other patents.

### **Provisional Protection.**

In Great Britain and in many of her Colonies (Canada is excepted), a provisional application, without drawings, may be filed to secure a filing date and provisional protection of the invention for a short period of time, usually six months. In preparing provisional applications great care should be exercised, while describing the invention briefly and in general terms, to see that every essential feature of the invention is mentioned.

Where provisional applications are filed the application may be completed by filing complete specifications and drawings of the invention before the end of the term of provisional protection.

In simple cases our charge for preparing and filing provisional applications is \$45.00, but this charge is increased for involved, complicated and difficult cases. Where a complete application is filed afterwards, the charge for completing and prosecuting the application is the same as for ordinary applications (see schedule of charges).

## Patents for Inventions Communicated from Abroad.

Under the British practice, and in many of her Colonies (Canada excepted), applications for patents may be filed in the name of a person residing abroad, and the patent will be sealed in the name of the person making the application.

This practice may be taken advantage of when it is necessary to cable a brief description of the invention abroad to secure a filing date in advance of publication or public use of the invention, but is not to be recommended in other cases, and is not applicable to applications filed under the International Convention.

Where this practice is followed care should be exercised to obtain the assignment of the patent to the rightful owner immediately upon its issue.

### “Gebrauchsmuster” or Useful Model Protection.

In Germany and Japan this type of protection may be obtained. It covers the form of simple devices, tools and appliances. Processes cannot be covered, as this protection is only applicable to concrete articles.

These “petty” patents are granted for a term of three years, no examination as to novelty being made. The protection may be extended for an additional term of three years, making six years in all.

It is common practice to apply for ordinary patents and Gebrauchsmuster simultaneously, so that in the event of the refusal of a patent the protection afforded by the Gebrauchsmuster will be available, or, in case of the undesirable limitation of the claims of a patent as finally allowed, the additional protection of the Gebrauchsmuster will be had from the date of the patent application.

An important point in connection with a Gebrauchsmuster is that protection commences almost at once, as the grant is usually made within a few days from the filing of the application. In many cases it is desirable that articles be protected quickly, and without the long delay usual between the filing of ordinary applications for patents, their examination, and the issue of the patent thereon.

Ordinary patent applications may also include the reservation of the right to Gebrauchsmuster protection in case of the final rejection of the patent application—“eventual Gebrauchsmuster” as it is termed. This is a very common practice in Europe in connection with applications for German patents; in such cases, upon the final refusal of a patent, the Gebrauchsmuster application may be completed, and the protection will be in operation from the filing date of the application for patent.

Our charge for preparing, filing, and prosecuting an application for Gebrauchsmuster is \$50.00; for applications for extension of term of protection from 3 to 6 years \$35.00.

### Oppositions.

The laws of a number of countries, the more important of which are Great Britain and some of her Colonies, provide for the publication of inventions for which patents have been solicited, and a fixed period of time after such publications, usually two months, within which persons who believe that they have just grounds for objecting to the issue of a patent may oppose the grant thereof, and present their reasons for such opposition.

Full opportunity for reply is provided for the applicant for the patent, and the case is finally heard and decided upon its merits.

As a matter of fact, however, such oppositions are seldom entered.

### Compulsory Licenses.

A considerable number of countries, including Great Britain and many of her Colonies, have included in their patent laws a provision for the granting of compulsory licenses in cases where an invention is not being adequately worked in the country under the patent, or, in case of interfering patents, where the owner of a subsequent patent is unable to make use of his invention because of the unreasonable refusal of a prior patentee to allow him to do so.

The license fees or royalties in such cases are determined after full investigation of the facts of the case.

In some countries this provision takes the place of the working requirement, in other countries it is a separate provision.

### Taxes.

The imposition of taxes payable at intervals during the life of the patent is undoubtedly to provide a continuing revenue for the government in return for the monopoly granted to the inventor, during its life, and also to make provision for the cessation of the monopoly in the event that the owner fails or ceases to make use of the invention in the country, and thereby deprives the public of its benefits.

The taxes are usually annual and progressive in amount, the theory being that if the invention is brought into effective use in the country it will return profits largely in excess of the tax, so that the latter will not be a burden, while if not so used, although the inventor may continue to pay the taxes for a time, he will soon cease to do so and allow the invention to fall into the public domain.

All taxes are payable in advance before the expiration of the term for which they have already been paid.

Grace, with or without fine, is granted in many countries for short periods of time, for making these payments after the due date.

Full particulars as to inclusive charges for making these payments, grace and fine, and times from which the due dates are counted, will be found on pages 52 to 55.

### Workings.

The intent of this provision of the foreign patent laws is undoubtedly to compel the patentee to make commercial use of the invention in the country in order to aid its industry, and to insure the use of the invention to the public, a failure to do so making the patent subject to forfeiture.

What amount and character of working will be considered sufficient, varies according to the law in force in each country, and the conditions of each particular case.

It may, however, be taken for a fact that manufacture in the country in question on a commercial scale, and with materials procured in that country, will undoubtedly be sufficient, and on the other hand, that nothing less, in most cases, will afford absolute security.

As typical provisions of the kind, those of the French and German laws will be found of interest.



Art. 32 of the French law provides with respect to workings:

“The following shall be deprived of all their rights:

“1. \* \* \* \*

“2. The patentee who has not worked his discovery or invention in France within the term of two years from the date of the signature of his patent, or who has ceased to work it during two consecutive years, unless, in the one case or the other, he justifies himself as to the causes of his inaction.”

The German law provides:

“§ 11. A patent can be declared void after the expiration of three years, counting from the day after the publication of the grant of the patent:

“1. If the patentee fails to work his invention in Germany to an adequate extent, or at least, to do everything that is necessary to insure its being worked.”

It should be noted that the general rule is that the importation of parts and assemblage of the same in the country is not only regarded as insufficient compliance with the law, but is often held to be a reason for forfeiture, on the ground that such importation did damage to the home manufacturers, and this is true even if some of the parts are made in the country. Nor will the fact that the patentee obtains his raw materials in the country excuse him for a failure to manufacture his goods there.

When working on a commercial scale is out of the question and the invention is a simple one, it is best to arrange to have it made by some manufacturer in the country, and have the articles exposed and offered for sale there, obtaining proof of the steps taken. The manufacturer should be ready to satisfy the public demand for the article.

Where a more complex invention, or one relating to public service, or the like, is involved, offers to license may be made to parties likely to be interested, by letter, and advertisements may be published in suitable journals offering to grant licenses, or sell the patent.

*Working—International Convention Countries.* The patent laws of the Australian Commonwealth, Belgium, Cuba, France, Italy, Portugal and Tunis require the working to be commenced within a shorter term than three years, but they, being members of the International Convention, are bound by the provisions of Article III *bis* of the Additional Act of Brussels, and their patents, held by citizens of countries, members of the Union, which includes the United States, cannot be declared void for non-working during a period of three years from the date of the application therefor.

### Canada — Importation.

The Canadian law contains a provision regarding importation, as follows: If the patentee or his assigns, or his or their representatives, after the expiration of twelve months from the grant of the patent (or any authorized extension of this time), imports the invention or causes the same to be imported into Canada, the patent will become void as to the interest of the person or persons so importing or causing the invention to be imported.

The term for importation can sometimes be extended for an additional period of time, but only upon good cause being shown to the satisfaction of the Commissioner of Patents. The charge for applying for such an extension is \$15.00.

## Tax and Working Notices.

Our office maintains a special department which attends to the fulfilment of all legal requirements in connection with foreign patents and trade-marks, subsequent to the grant of such rights, when, and as requested by correspondents.

All foreign patents and trade-marks obtained by our office, as well as others placed in our charge by request, are properly entered in books kept for that purpose, and timely notifications of all taxes, workings, and other legal requirements about to fall due, are mailed by us to our correspondents. We will also, when requested, accept a deposit of sufficient funds to cover all taxes, workings, etc., during a given period of time, and attend to the same without troubling the client with notifications until such time as such deposit is about to be exhausted.

All reasonable measures are taken by us to insure absolute accuracy in the transaction of the business in this department. We cannot, however, accept any responsibility for any loss or damage that may occur through failure to receive such notifications.

We make no charge for the above notification service.

## SCHEDULES OF CHARGES.

### Foreign Patents — Assignments — Taxes — Workings.

The charges are inclusive for the services mentioned except as stated below:

**Patents:** The charges include the cost of preparing the specification and drawings, the translation of the specification when necessary up to the number of words stated, the legalization of the documents when necessary if such documents are executed before a Notary Public and his certificate is attached, and the filing and prosecution of the application up to issue and delivery of the patent, or final rejection, (amendments, oppositions and appeals excepted).

The charges named are for ordinary or average cases. Where cases are extremely heavy, or the drawings numerous, we will be compelled to make additional charges to cover extra services and costs.

The charges named **do not include** the cost of amending applications to overcome the objections of examiners where applications are subjected to examination as to novelty, nor do they include the cost of meeting oppositions or taking appeals, which, however, are infrequent, nor the cost of obtaining copies of foreign patents cited as anticipations during examination as to novelty. These are subject to separate charge.

**Terms:** In ordering applications one-half of the charge must be remitted with the order, the balance to be paid upon the return to us of the executed papers for filing.

**Taxes:** The charges named are inclusive of the government tax and the fees for making the payment and forwarding the official receipt; where grace is taken the separate charge therefor includes the fine imposed.

All orders and remittances for the payment of taxes must be delivered in our office in ample time for payment to be transmitted to and made in the country in question in due time. In urgent cases

where it is necessary to transmit the order by cable the cost of the cable and transfer of money must also be paid when the order is given.

We will not be responsible for loss, where the orders for such payments are not received in our office in such manner.

**Workings:** The charges named do **not** include the cost of manufacture or the transportation of models, customs duties, or similar expenses. They **do** include the fees of our agent and ourselves and the cost of advertising when necessary.

**Special Prices:** Due to the fluctuation in exchange values we are prepared to quote special prices from time to time in cases for foreign countries, and we will be glad to furnish special estimates upon request. Again, owing to the numerous and frequent changes in laws and governmental fees the charges named in this schedule must be regarded as subject to change without notice.

**Discounts:** Where a number of applications are to be filed simultaneously, in a number of countries, we can allow a substantial discount from list prices.

**Estimates:** We are always glad to respond to a request for a specific estimate of costs where a number of applications are to be filed upon the same invention.

**Charges for Other Countries:** The charges for several of the smaller and less known countries which grant patent protection are purposely omitted from these tables. We will quote costs for such applications upon request.

## Patent Litigation Abroad.

Through our excellent direct foreign connections abroad we are in a position to handle any litigation in any foreign country with relation to either the prosecution or defense of a patent or trade-mark infringement suit.

## Notes Referred to in Schedule of Charges.

1. *France, Assignments.* The French law is peculiar in that it requires the payment of all taxes for the full term of the patent before an assignment of the latter can be recorded. The cost of recording a regular assignment is therefore high. The expense can be estimated by adding the charges given in the schedule of charges for the unexpired years of the patent and adding to this sum \$25 for the cost of preparing and filing the assignment.

Another method of assignment sometimes employed is the preparation and execution of what is termed a notarial assignment, wherein the parties nominate and appoint an attorney with full power to execute and record the formal assignment. These documents, properly executed and legalized, are held ready for use as occasion demands. The charge for notarial assignments is \$25.

2. *Italy.* Patents are issued in this country for terms of from 1 to 15 years: what is called a term tax amounting to about \$3.00 must be paid on applications for each year of the term for which the patent is asked for. Short term patents may be extended by one or more prolongations to the full term of 15 years. The cost of such prolongations is usually \$50, to which must be added the amount of the next annual tax, which must be paid when prolongation is requested.

Patents of importation are also granted for the unexpired term of a prior foreign patent, but not to exceed 15 years in all. The terms and formalities are the same as for other patents.

3. *Canada*. The patent is granted for 18 years. A filing fee of \$15 must be paid when the application is filed and a final fee of \$20 must be paid within six months of the date of the official notice of allowance. No further taxes or fees are now due or payable after allowance. Our charges include the filing fee but not the final government fee.

4. *Argentine Republic*. Patents are issued for either 5, 10 or 15 years. The charge quoted in schedule is for a 10 year patent. The charge for a 5 year patent is \$100, and for a 15 year patent \$180.

5. *Porto Rico—Philippines*. Protection may be obtained by the deposit of a copy of the U. S. patent.

6. *Brazil*. The charge for extra translations also includes the cost of the required publication of the entire specifications and claims in the *Diario Oficial*.

7. *Colombia*. Patents are granted from 5, 10, 15 and 20 years. The charge in the schedule is for a 15 year patent. The charge is \$150 for a 5 year; \$175 for a 10 year; and \$250 for a 20 year patent.

8. *Panama*. Patents are granted for 5, 10, 15 and 20 years. The charge in the schedule is for a 15 year patent. The charge is \$175 for a 5 year; \$200 for a 10 year; and \$300 for a 20 year patent.

9. *Venezuela*. Patents are granted for 5, 10 and 15 years. The charge in the schedule is for a 10 year patent. The charge is \$175 for a 5 year, and is \$300 for a 15 year patent.

10. *Bahamas*. Patents may be extended for two similar terms of 7 years each upon timely application being made.

11. *Cuba*. The inventor, or his assignee if he presents a proper assignment, may apply for a "Nacional" patent. The owner of a prior foreign patent, who may be the assignee of the inventor, may apply for the revalidation of a foreign patent in the country.

12. *Belgium—Taxes*. The inclusive charge for the sixteenth year is \$37.50; seventeenth, \$39.50; eighteenth, \$41.50; nineteenth, \$43.50; twentieth, \$45.50.

13. *Spain—Taxes*. The inclusive charge for the sixteenth year is \$39.50; seventeenth, \$41.50; eighteenth, \$43.50; nineteenth, \$45.50; twentieth, \$47.50.

14. *The taxes in Nicaragua and Honduras* are fixed by the government at the grant of the patent.

15. *Workings in Convention Countries*. Although the periods of time fixed by the laws of a number of countries is less than 3 years, owing to the provisions of the Convention, patents in these countries cannot be declared invalid for non-working, provided working is commenced within the three year period. In the workings table we have named the period of time fixed by the local law in each country.

### Marking of Patent Articles.

Patented articles are required to be marked in the following countries: Australian Commonwealth ("Patented," followed by date and number), Canada ("Patented," followed by year), Great Britain ("Patented," followed by number and year), Japan ("P. No—"), Nicaragua ("Patenta-

do," followed by number and date), Salvador ("Patentado," followed by number and date), Switzerland (The Federal Cross and number of Patent).

Marking is optional in the following countries, the usual mark being given after the name of each country :

*Argentine Republic*—Patentado (number, date); *Austria*—O. P. Nr. . . . ; *British Honduras*—Patented (number, date); *Belgium*—Brevet belge No. . . . ; *Belgian Congo*—Brevet Congolais No. . . . ; *Bolivia*—Patentado (number, date); *Colombia*—Patentado (number, date); *Denmark*—Dansk Patent No. . . . ; *Fiji Island*—Patented (number, date); *Finland*—Patent No. . . . ; *France*—Breveté S. G. D. G.; *Grenada*—Patented (year); *Germany*—D. R. P. No. . . . ; *Guatemala*—Patentado (number, date); *Hungary*—. . . sz. magyar kir. szabadalon; *India*—Patented (date); *Italy*—. . . . . ; *Luxembourg*—Pat. Luxbg. No. . . . . ; *Leeward Islands*—Patented (date); *Malta*—Patented (number, date); *Mexico*—Patentado (number, date); *Mauritius*—Patented (date); *Norway*—N. P. No. . . . ; *Newfoundland*—Patented (year); *New Zealand*—Patented (date, number); *Peru*—Patente No. . . . Peru; *Portugal*—Privilegiado Pat. No. . . . ; *Rhodesia*—Patented (date, number); *Roumania*—Brevet de inventiune Regal Roman No. . . . fara garantia guvernulni; *Russia*—Patented in Russia No. . . . ; *Spain*—Patentado (number, date); *Sweden*—Patent; *Trinidad and Tobago*—Patented (number, date); *Tunis*—Breveté sans garantie du gouvernement tunisien; *Turkey*—B. S. G. D. G.; *Uruguay*—Patentado (number, date); *Venezuela*—Patentado (number, date).

### Copies of Patents.

*Printed Copies.* These can be obtained in the countries named below, and we can procure and furnish such copies at the prices stated :

Austria . . . . .	75 cents each	Hungary . . . . .	75 cents each
Denmark . . . . .	75 " "	Norway . . . . .	75 " "
France . . . . .	50 " "	Russia . . . . .	75 " "
Germany . . . . .	50 " "	Sweden . . . . .	75 " "
Great Britain . . . . .	50 " "	Switzerland . . . . .	50 " "

*Unprinted Copies.* These can be obtained at the cost of having the drawings and specifications prepared by hand; we can obtain and furnish them upon request.

### Assignments of Patents.

All documents in connection with assignments or agreements which affect the ownership of the patent or rights thereunder must be drawn in strict conformity with the requirements of the law and practice in the different countries, and should be presented for record with as little delay as possible after execution.

The prices given in the schedule of charges for preparing and recording assignments are based upon assignments filed before the grant of the patent. If an assignment is filed after grant of the patent the governmental filing fee in most of the foreign countries is considerably increased and our charges consequently are proportionately increased.

We can prepare and furnish all such documents upon request and when supplied with the necessary information. The original patent deeds should be forwarded to us wherever possible, with the instructions,

# Patents, Charges,

COUNTRY	Charge for Application	Term of Patent Years	All Taxes Paid for Years	Words of Transla- tion included	Extra Transla- tion per 100 words	Assign- ments (See p. 46)
<b>EUROPE</b>						
c Austria .....	\$85.00	15	1	1000	\$0.85	\$35.00
c Belgium (Invention) .....	60.00	20	1	1000	.85	27.50
		life for.				
c Belgium (Importation) .....	60.00	pat.	1	1000	.85	27.50
c Czechoslovakia .....	90.00	15	1	1000	1.25	25.00
c Denmark .....	95.00	15	1	1000	1.10	25.00
Finland .....	100.00	15	1	1000	1.50	35.00
c France .....	85.00	15	1	1000	.85	See note 1
c Germany .....	85.00	15	1	1000	.85	20.00
Gibraltar .....	175.00	14	14	....	....	25.00
c Great Britain .....	90.00	16	4	....	....	25.00
Guernsey .....	95.00	14	14	....	....	35.00
c Holland .....	100.00	15	1	1000	1.00	27.50
c Hungary .....	95.00	15	1	1000	1.00	35.00
Iceland .....	90.00	5	5	1000	1.00	35.00
c Italy (2) .....	80.00	1	1	1000	.85	30.00
c Italy (2) .....	90.00	6	1	1000	.85	30.00
c Italy (2) .....	110.00	15	1	1000	.85	30.00
Jersey .....	95.00	14	14	....	....	35.00
c Jugo-Slavia .....	100.00	15	1	1000	1.25	25.00
Luxembourg .....	70.00	15	1	1000	.85	30.00
Malta .....	100.00	14	4	....	....	35.00
c Norway .....	95.00	15	1	1000	1.00	20.00
c Poland .....	90.00	15	1	1000	1.25	25.00
c Portugal .....	95.00	15	1	1000	1.00	30.00
Roumania .....	150.00	15	1	1000	1.00	70.00
Russia .....	125.00	15	1	1000	1.00	35.00
c Spain (Invention) .....	95.00	20	1	1000	1.00	30.00
c Spain (Importation) .....	95.00	5	1	1000	1.00	30.00
c Sweden .....	95.00	15	1	1000	1.00	25.00
c Switzerland .....	85.00	15	1	1000	.85	25.00
Turkey .....	150.00	15	1	1000	1.25	60.00
<b>NORTH AMERICA</b>						
Canada (3) .....	65.00	18	..	....	....	10.00
c Mexico .....	110.00	20	20	1000	1.25	45.00
Newfoundland .....	125.00	14	14	....	....	40.00
<b>CENTRAL AMERICA</b>						
British Honduras .....	180.00	14	3	....	....	60.00
Costa Rica .....	130.00	20	20	....	1.25	60.00
Guatemala .....	225.00	15	1	....	1.25	110.00
Honduras .....	175.00	10	1	....	1.25	85.00
Nicaragua .....	150.00	10	1	....	1.25	60.00
Salvador .....	225.00	20	10	....	1.25	60.00
<b>SOUTH AMERICA</b>						
Argentine Republic (4) .....	150.00	10	1	1000	1.25	30.00
Bolivia .....	150.00	15	1	1000	1.25	45.00
Brazil (6) .....	175.00	15	1	1000	3.50	40.00
British Guiana .....	170.00	14	7	....	....	45.00
Chile .....	225.00	9	9	1000	1.25	35.00
Colombia (7) .....	200.00	15	15	1000	1.25	60.00
Ecuador .....	225.00	10	10	1000	1.25	50.00
Falkland Islands .....	180.00	14	14	....	....	50.00
Panama (8) .....	250.00	15	15	1000	1.25	85.00
Paraguay .....	190.00	10	10	1000	1.25	85.00

c Countries marked thus are members of the International Convention.  
 Numbers in parenthesis in country columns refer to correspondingly numbered notes which follow these tables.

# Applications, Assignments.

COUNTRY	Charge for Application	Term of Patent Years	All Taxes Paid for Years	Words of Translation included	Extra Translation per 100 words	Assignments (See p. 46)
<b>SOUTH AMERICA (Cont'd.)</b>						
Peru .....	\$175.00	10	10	1000	\$1.25	\$60.00
Uruguay .....	150.00	9	1	1000	1.25	55.00
Venezuela (9) .....	235.00	10	10	1000	1.25	60.00
<b>WEST INDIES</b>						
Bahamas (10) .....	175.00	7	7	....	....	60.00
Barbados .....	135.00	14	4	....	....	50.00
Bermuda .....	175.00	14	14	....	....	35.00
c Cuba (11) .....	125.00	17	17	1000	1.25	50.00
Grenada .....	150.00	14	4	....	....	50.00
Jamaica .....	160.00	14	14	....	....	50.00
Leeward Islands .....	225.00	14	3	....	....	50.00
Porto Rico (5) .....	50.00	17	17	....	....	10.00
St. Lucia .....	225.00	14	4	....	....	50.00
St. Vincent .....	150.00	14	4	....	....	50.00
c San Domingo .....	200.00	15	15	1000	1.25	50.00
c Trinidad & Tobago .....	175.00	14	14	....	....	60.00
<b>ASIA</b>						
British No. Borneo .....	145.00	14	14	....	....	35.00
c Ceylon .....	125.00	14	4	....	....	40.00
China .....	75.00	Reg'n	..	....	....	30.00
Deccan (Hyderabad) .....	150.00	14	4	1000	1.25	50.00
Hong Kong .....	130.00	14	14	....	....	45.00
India .....	95.00	14	4	....	....	25.00
c Japan .....	110.00	15	3	1000	1.25	30.00
Mysore .....	125.00	14	4	....	....	30.00
Negri-Sembilan .....	195.00	14	7	....	....	35.00
Pahang .....	195.00	14	7	....	....	35.00
Perak .....	195.00	14	7	....	....	35.00
Philippine Islands (5) .....	50.00	17	17	....	....	10.00
Selangor .....	195.00	14	7	....	....	35.00
Straits Settlements .....	150.00	14	14	....	....	40.00
<b>AFRICA</b>						
Belgian Congo .....	100.00	20	20	1000	.85	30.00
British Cent. Africa .....	150.00	14	4	....	....	60.00
East Africa Prot. ....	150.00	14	4	....	....	60.00
Egypt .....	85.00	Reg'n	..	....	....	40.00
Gambia (British) .....	135.00	14	4	....	....	85.00
Gold Coast Colony .....	150.00	14	4	....	....	40.00
Liberia .....	200.00	20	20	....	....	60.00
Mauritius .....	200.00	14	14	....	....	60.00
Nigeria .....	250.00	14	4	....	....	60.00
Portuguese Colonies .....	65.00	15	1	....	....	30.00
Rhodesia .....	100.00	14	3	....	....	25.00
St. Helena .....	100.00	14	14	....	....	45.00
Seychelles .....	195.00	14	4	....	....	60.00
South Africa (Union) .....	90.00	14	3	....	....	22.50
c Tunis .....	100.00	15	1	1000	.85	60.00
Zanzibar .....	150.00	14	4	....	....	60.00
<b>AUSTRALASIA</b>						
c Australian Commonwealth .....	125.00	16	7	....	....	35.00
Fiji Islands .....	250.00	14	14	....	....	35.00
c New Zealand .....	90.00	14	4	....	....	30.00

c Countries marked thus are members of the International Convention.  
 Numbers in parenthesis in country columns refer to correspondingly numbered notes which follow these tables.

## TAXES, INCLUDING CHARGES FOR PAYING SAME.

COUNTRY	YEARS													
	(Amounts are in dollars and include charges for paying)													
	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th	15th
<b>EUROPE</b>														
C Austria.....	18.00	20.00	25.00	30.00	36.00	47.00	57.00	66.00	75.00	95.00	115.00	131.00	149.00	167.00
C Belgium (12).....	9.50	11.50	13.50	15.50	17.50	19.50	21.50	23.50	25.50	27.50	29.50	31.50	33.50	35.50
C Czecho-Slovakia....	12.00	14.00	15.00	18.00	20.00	25.00	30.00	35.00	40.00	45.00	50.00	60.00	70.00	80.00
C Denmark.....	13.00	13.00	20.00	20.00	20.00	35.00	35.00	35.00	64.00	64.00	64.00	92.00	92.00	92.00
C Finland.....	13.00	13.00	18.00	18.00	18.00	21.00	21.00	21.00	24.00	24.00	24.00	27.00	27.00	27.00
C France.....	30.00	30.00	30.00	30.00	46.00	46.00	46.00	46.00	46.00	69.00	69.00	69.00	69.00	69.00
C Germany.....	18.25	30.75	44.50	57.00	69.50	82.00	94.50	109.50	122.00	134.00	147.00	159.00	172.00	184.00
Gibraltar.....	No taxes													
C Great Britain.....				32.00	37.00	42.00	47.00	52.00	57.00	62.00	67.00	72.00	77.00	82.00
Guernsey.....	No taxes													
C Hungary.....	18.50	20.50	22.50	24.50	30.00	34.50	38.50	42.50	51.00	65.00	75.00	85.00	95.50	117.00
C Holland.....	35.00	35.00	42.00	42.00	42.00	50.00	50.00	50.00	60.00	60.00	60.00	70.00	70.00	70.00
C Italy (2).....	14.50	14.50	19.50	19.50	19.50	24.50	24.50	24.50	29.50	29.50	29.50	34.50	34.50	34.50
Jersey.....	No taxes													
C Jugo-Slovakia.....	12.00	14.00	15.00	18.00	20.00	25.00	30.00	35.00	40.00	45.00	50.00	60.00	70.00	80.00
Luxembourg.....	10.50	12.50	14.50	16.50	18.50	20.50	22.50	24.50	26.50	28.50	30.50	32.50	34.50	36.55
Malta.....				37.00	42.00	47.00	52.00	57.00	62.00	67.00	72.00	77.00	82.00	.....
C Norway.....	9.50	10.75	12.00	13.25	14.50	15.75	17.00	18.25	19.50	20.75	22.00	23.20	24.50	25.70
C Portugal.....	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
C Poland.....	12.00	14.00	15.00	18.00	20.00	25.00	30.00	35.00	40.00	45.00	50.00	60.00	70.00	80.00
Roumania.....	17.00	17.00	22.00	22.00	32.00	32.00	32.00	32.00	52.00	52.00	52.00	52.00	52.00	52.00
Russia.....	22.00	25.00	28.00	34.00	40.00	54.00	66.00	79.00	92.00	122.00	147.00	174.00	202.00	232.00
C Spain (13).....	11.50	13.50	15.50	17.50	19.50	21.50	23.50	25.50	27.50	29.50	31.50	33.50	35.50	37.50
C Sweden.....	14.00	14.00	18.00	18.00	30.00	30.00	40.00	40.00	55.00	55.00	70.00	70.00	80.00	80.00
C Switzerland.....	12.50	14.50	16.50	18.50	20.50	22.50	24.50	26.50	28.50	30.50	32.50	34.50	36.50	38.50
Turkey.....	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00
<b>NORTH AMERICA</b>														
Canada (4).....	No taxes													
C Mexico.....	No taxes													
Newfoundland.....	No taxes													
<b>CENTRAL AMERICA</b>														
British Honduras....			77.50				127.50							
Costa Rica.....	No taxes													
Guatemala.....	27.50	27.50	27.50	27.50	27.50	27.50	27.50	27.50	27.50	27.50	27.50	27.50	27.50	27.50
Honduras (14).....	Varies from			27.50	to	67.50	per year.							
Nicaragua (14).....	Varies from			27.50	to	67.50	per year.							
Salvador.....	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
<b>SOUTH AMERICA</b>														
Argentine Republic..	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50	19.50
Bolivia.....	22.00	26.00	30.00	34.00	38.00	42.00	46.00	50.00	54.00	58.00	62.00	66.00	70.00	74.00
C Brazil.....	22.00	26.00	30.00	34.00	38.00	42.00	46.00	50.00	54.00	58.00	62.00	66.00	70.00	74.00
British Guiana.....							117.50							
Chile.....	No taxes													
Colombia.....	No taxes													
Ecuador.....	No taxes													
Falkland Islands....	No taxes													
Panama.....	No taxes													
Paraguay.....	No taxes													
Peru.....	No taxes													
Uruguay.....	47.50	47.50	47.50	47.50	47.50	47.50	47.50	47.50	47.50					
Venezuela.....	No taxes													

C Countries marked thus are members of the International Convention.  
 Numbers in country columns refer to correspondingly numbered notes which follow these tables.



## TAXES, INCLUDING CHARGES FOR PAYING SAME.

COUNTRY	YEARS													
	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th	15th
<b>WEST INDIES</b>														
Bahamas, renewal(10)						77.50								127.50
Barbadoes				62.50	62.50	62.50	87.50	87.50	87.50	112.50	112.50	112.50	112.50	
Bermuda	No taxes													
Cuba	No taxes													
Grenada				27.50	32.00	37.50	42.00	47.50	50.00	55.00	72.50	85.00	90.00	
Jamaica	No taxes													
Leeward Islands				32.50	32.50	32.50	32.50	42.50	42.50	62.50	62.50	62.50	62.50	
Porto Rico	No taxes													
St. Lucia				27.50	32.50	37.50	42.50	47.50	50.00	58.00	72.50	76.00	80.00	
St. Vincent				27.50	32.50	37.50	42.50	47.50	50.00	58.00	72.50	76.00	80.00	
San Domingo	No taxes													
Trinidad & Tobago	No taxes													
<b>ASIA</b>														
British No. Borneo	No taxes													
Ceylon				32.50	32.50	32.50	32.50	32.50	52.50	67.50	87.50	87.50	87.50	
China	No taxes													
Deccan (Hyderabad)				27.50	27.50	27.50	27.50	27.50	37.50	37.50	37.50	37.50	37.50	
Hong Kong	No taxes													
India				32.50	32.50	32.50	32.50	32.50	52.50	52.50	52.50	52.50	52.50	
Japan			15.00	15.00	15.00	17.50	17.50	17.50	20.00	20.00	20.00	22.50	22.50	22.50
Mysore				37.50	37.50	37.50	37.50	37.50	57.50	57.50	57.50	57.50	57.50	
Negri-Sembilan							52.50							
Pahang							52.50							
Perak							52.50							
Philippines	No taxes													
Selangor							52.50							
Straits Settlements	No taxes													
<b>AFRICA</b>														
Belgian Congo	No taxes													
Br. Central Africa				52.50	57.50	62.50	67.50	72.50	77.50	82.50	87.50	92.50	97.50	
East Africa Prot.				52.50				82.50						
Egypt	No taxes													
Gambia, British				72.50	72.50	72.50	72.50	97.50	97.50	122.50	122.50	122.50	122.50	
Gold Coast Colony				72.50	72.50	72.50	72.50	97.50	97.50	122.50	122.50	122.50	122.50	
Liberia	No taxes													
Mauritius	No taxes													
Nigeria				72.50	72.50	72.50	72.50	97.50	97.50	122.50	122.50	122.50	122.50	
Portuguese Colonies	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50
Rhodesia			22.50	25.00	27.50	30.00	32.50	35.00	37.50	40.00	42.50	45.00	47.50	
St. Helena	No taxes													
Seychelles				57.50	57.50	57.50	57.50	77.50	77.50	92.50	92.50	92.50	92.50	
South Africa (Union)		27.50				37.50			57.50					
Tunis	27.50	27.50	27.50	27.50	27.50	27.50	27.50	27.50	27.50	27.50	27.50	27.50	27.50	27.50
Zanzibar				62.50				102.50						
<b>AUSTRALASIA</b>														
Australian C'wealth							37.50							
Fiji Stands	No taxes													
New Zealand				37.50			62.50							

Countries marked thus are members of the International Convention.  
 Numbers in country columns refer to correspondingly numbered notes which follow these tables.

TAXES—Grace and Fine. (See pages 44 to 48). WORKINGS, (See pages 44 to 48).

Payable from date of	GRACE AND FINE	COUNTRY	T—Term within which working must be begun. S—Working must not be suspended thereafter longer than time named at any one time.	Charge (See page 3)
<b>EUROPE</b>				
Prov. prot.	3 mos., \$4.00	C Austria	T. 3 yrs. from grant. S. 1 yr.	\$40.00
Appl'n	1 mo., no fine; 5 mos., addl., \$2.50	C Belgium (15)	T. 1 yr. from commencement working elsewhere. S. 1 yr.	45.00
Grant	3 mos., \$8.00	C Czecho-Slovakia	T. 3 yrs. from grant. S. 1 yr.	50.00
Issue	3 mos., one-fifth added	C Denmark	T. 3 yrs. from issue. S. 1 yr.	60.00
Grant	3 mos., one-fifth added	Finland	T. If marketed abroad article must be obtainable in Finland. Importation sufficient.	85.00
Appl'n	1 mo., \$3.50; 2, \$4.50; 3, \$5.50	C France (15)	T. 2 yrs. from issue. S. 2 yrs.	45.00
Appl'n	6 wks., no fine; 6 wks., addl., \$3.00	C Germany	Citizens of U. S. need not work.	
Appl'n	1 mo., \$10; 2, \$20; 3, \$30	C Gibraltar	Not required.	
Appl'n	30 days, no fine; 30 days addl., \$5	C Great Britain	T. 4 yrs. from application. S. 1 yr.	50.00
Appl'n	1 mo., \$4; \$15 for 2 addl. months	C Guernsey	Not required.	
Appl'n	3 mos., no fine	C Hungary	T. 3 yrs. from grant. S. 1 yr.	40.00
Grant	3 mos., \$8	Holland	T. 5 yrs. from application	
Grant	3 mos., \$8	C Italy, 1 yr. term (15)	T. 1 yr. from application. S. 1 yr.	45.00
Appl'n	3 mos., no fine	Italy, 6 yr. term (15)	T. 2 yrs. from application. S. 2 yrs.	45.00
Appl'n	30 days, \$3; 60 days, \$5	Jersey	Not required.	
Grant	3 mos., \$8	Jugo-Slovakia	T. 3 yrs. from grant. S. 1 yr.	40.00
Appl'n	3 mos., no fine	Luxembourg	T. 3 yrs. from application. S. 1 yr.	45.00
Appl'n	1 mo., \$10; 2, \$15; 3, \$20	Malta	Not required.	
Appl'n	3 mos., one-fifth added	C Norway	T. 3 yrs. from application. S. 1 yr.	30.00
Appl'n	30 days, \$3; 60 days, \$5	C Portugal (15)	T. 2 yrs. from issue. S. 2 yrs.	60.00
Grant	3 mos., \$8	Poland	T. 3 yrs. from grant. S. 1 yr.	50.00
Appl'n	30 days, no fine	Roumania	T. 4 yrs. from application. S. 2 yrs.	85.00
Issue	1 mo., 10% addl.; 2, 25%; 3, 50%	Russia	T. 5 yrs., subject to official inspect.	60.00
Grant	1 mo., \$2.50; 2, \$4.50; 3, \$6.50	C Spain	T. 3 yrs. from grant. S. 1 yr.	50.00
Appl'n	90 days, one-fifth added	C Sweden	Not required.	
Appl'n	3 mos., no fine	C Switzerland	Citizens of U. S. may work in U. S.	
Appl'n	Before March 13th yearly	Turkey	T. 2 yrs. from application. S. 2 yrs.	60.00
<b>NORTH AMERICA</b>				
		Canada	T. 2 yrs. from issue.	35.00
		C Mexico	Not required.	
		Newfoundland	T. 2 yrs. from application.	60.00
<b>CENTRAL AMERICA</b>				
Appl'n	No grace	British Honduras	Not required.	
Jan. 10	Yearly. No grace	Costa Rica	T. 2 yrs. from registration. S. 3 yrs.	125.00
Jan. 1	Yearly. No grace	Guatemala	T. 1 yr. from grant. S. 1 yr.	125.00
Jan. 1	Yearly. No grace	Honduras	Not required.	
Dec.	Yearly. No grace	Nicaragua	T. 1 yr. from grant. S. 1 yr.	75.00
		Salvador	Not required.	
<b>SOUTH AMERICA</b>				
Grant	No grace	Argentine Republic	T. 2 yrs. from issue. S. 2 yrs.	60.00
Grant	At present 1 yr., no fine	Bolivia	T. 1 yr. from grant.	125.00
Appl'n	6 mos., fine not stated	C Brazil	T. 3 yrs. from grant. S. 1 yr.	75.00
		British Guiana	Not required.	
		Chile	T. Term fixed in patent—usually 2 yr.	85.00
		Colombia	T. 1 yr. from grant. S. 1 yr.	60.00
		Ecuador	T. 1 yr. from grant.	125.00
		Falkland Islands	Not required.	
		Panama	T. 1 yr. from grant. S. 1 yr.	55.00
		Paraguay	Not usually required.	
		Peru	T. 2 yrs. from grant.	100.00
Jan. 10	Yearly. No grace	Uruguay	T. Term fixed in patent. S. 1 yr.	125.00
		Venezuela	T. 2 yrs. from issue.	75.00

C Countries marked thus are members of the International Convention.

Numbers in country columns refer to correspondingly numbered notes which follow these tables.

**TAXES—Grace and Fine.** (See pages 44 to 48). **WORKINGS,** (See pages 44 to 48).

Payable from date of	GRACE AND FINE	COUNTRY	T—Term within which working must be begun. S—Working must not be suspended thereafter longer than time named at any one time.	Charge (See page 37)
<b>WEST INDIES</b>				
apl'n.	No grace.	Bahamas.	Not required.	
apl'n.	6 mos., \$60.	Barabadoes.	Not required.	
		Bermuda.	Not required.	
apl'n.	1 mo., \$10; 2, \$20; 3, \$30.	C Cuba (15)	"Nacional" patent. T. 1 yr. S. 1 yr.	<b>60.00</b>
		Grenada.	Not required.	
apl'n.	6 mos., \$60.	Jamaica.	Not required.	
		Leeward Islands.	Not required.	
apl'n.	1 mo., \$10; 2, \$20; 3, \$30.	Porto Rico.	Not required.	
apl'n.	1 mo., \$10; 2, \$20; 3, \$30.	St. Lucia.	Not required.	
		St. Vincent.	Not required.	
		C San Domingo.	Not required.	
		Trinidad & Tobago.	Not required.	
<b>ASIA</b>				
apl'n.	6 mos., \$30.	Br. North Borneo.	Not required.	
apl'n.	No grace.	C Ceylon.	Not required.	
		China.	Not required.	
apl'n.	1 mo., \$7.50; 2, \$12.50; 3, \$22.50.	Deccan (Hyderabad)	Not required.	
regist'n	No grace.	Hong Kong.	Not required.	
apl'n.	1 mo., \$10; 2, \$15; 3, \$25.	India.	Not required.	
apl'n.	No grace.	C Japan.	T. 3 yrs. from registration. S. 3 yrs.	<b>50.00</b>
apl'n.	No grace.	Mysore.	Not required.	
apl'n.	No grace.	Negri Sembilan.	Not required.	
apl'n.	No grace.	Pahang.	Not required.	
apl'n.	No grace.	Perak.	Not required.	
apl'n.	No grace.	Philippines.	Not required.	
		Selangor.	Not required.	
		Straits Settlements.	Not required.	
<b>AFRICA</b>				
apl'n.	1 mo., \$25; 2, \$35; 3, \$50.	Belgian Congo.	Not required.	
apl'n.	1 mo., \$10; 2, \$15; 3, \$25.	Br. Central Africa.	T. 4 yrs. from application. S. 1 yr.	<b>65.00</b>
		East Africa Prot.	Not required.	
apl'n.	6 mos., \$60.	Egypt.	Not required.	
apl'n.	6 mos., \$60.	Gambia, British.	Not required.	
		Gold Coast Colony.	Not required.	
		Liberia.	T. 3 yrs. from grant.	<b>125.00</b>
apl'n.	6 mos., \$60.	Mauritius.	Not required.	
apl'n.	30 days, \$3; 60 days, \$5.	Nigeria.	Not required.	
apl'n.	1 mo., \$10; 2, \$20; 3, \$30.	Portuguese Colonies.	Not required.	
		Rhodesia.	Not required.	
apl'n.	6 mos., \$60.	St. Helena.	Not required.	
apl'n.	1 mo., \$5; 2, \$10; 3, \$15.	Seychelles.	Not required.	
apl'n.	1 mo., \$3; 2, \$4; 3, \$5.	So. Africa (Union).	Not required.	
apl'n.	1 mo., \$10; 2, \$15; 3, \$25.	C Tunis.	T. 2 yrs. from issue. S. 2 yrs.	<b>65.00</b>
		Zanzibar.	Not required.	
<b>AUSTRALASIA</b>				
apl'n.	3 mo., \$20; each addl. to 12, \$4.	C Austral. C'wealth 15	T. 2 yrs. from application. S. 1 yr.	<b>35.00</b>
apl'n.	3 mos., \$15.	Fiji Islands.	Not required.	
		C New Zealand.	Not required.	

Countries marked thus are members of the International Convention.  
Numbers in country columns refer to correspondingly numbered notes which follow these tables.

## Further Information.

Further or more specific information with regard to the law and practice in any country or countries will be supplied upon request.

### “SERVICE.”

We are prepared to handle any or all questions arising in connection with patent or trade-mark matters, whether general soliciting before the various tribunals of the Patent Office, validity or infringement searches and opinions, interferences, expert testimony or litigation in patent causes, and we maintain for these purposes a staff of highly trained technical and legal specialists. Realizing the present day appreciation of “service,” our office staff is organized into four separate departments, as follows:

**Patent Department,  
Trade-Mark Department,  
Foreign Department and  
Litigation.**

Each is under the direct personal supervision of a specially equipped man. All inquiries and other matters are referred to the proper department as soon as received and are immediately taken up for proper action or response. Regular conferences between the firm and the heads of the departments are held to consider questions of great difficulty or importance.

---

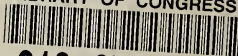
**RICHARDS & GEIER,**

277 Broadway

New York, N. Y.



LIBRARY OF CONGRESS



0 019 973 388 6

Telephones: WORTH } 5255  
                          } 0464

Cable Address:  
RICHATTY, NEWYORK

## RICHARDS & GEIER

PATENT AND TRADE-MARK ATTORNEYS

277 BROADWAY                      NEW YORK

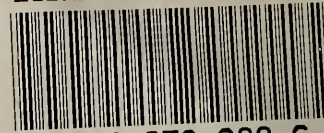
### NOTICE

We attend to all kinds of Patent, Trade-Mark, Design,  
and Copyright work in all countries of the world.

RICHARDS & GEIER.



LIBRARY OF CONGRESS



0 019 973 388 6



Hollinger Corp.  
pH 8.5



6

7

8

9

10



54

55

56

57

58

59

60

61

62

63

64

65