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# PATENTS

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A MANUAL RELATING TO  
UNITED STATES PATENTS  
for  
Inventors and Patentees

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HOWSON AND HOWSON

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4th Edition

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# HOWSON & HOWSON

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AND

SOLICITORS OF PATENTS

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## INTRODUCTION

This little book, which, in the present edition, has been completely revised, is written with the view of giving, in compact and readily accessible form, answers to the most ordinary and constantly recurring questions as to the Law and Practice of Patents, Trade-marks and Copyrights, which are asked of us in the regular course of our business.

It may be well to explain at the outset that the business of our firm has two distinct, though related branches, Patent Law and Patent Soliciting, that is to say, we not only undertake the Soliciting of Patents, American and Foreign, and the Registering of Trade-marks and Copyrights, but also the conducting of suits in the Courts relating to Patents, Trade-marks and Copy-

rights. Both branches of the business have been conducted by us for many years.

Our Philadelphia house was established by the late Mr. Henry Howson fifty years ago, since which time many thousands of patents have been applied for through our offices, and we have been counsel in many Patent suits in the Courts of the United States, and litigated cases in the Patent Office.

Our Washington branch office has been established since 1868, chiefly to increase our facilities for making searches and preliminary examinations at the Patent Office, and for watching and expediting the progress of pending applications in our care. That office is now under the management of a resident partner who has charge of our Southern practice.

In 1887, to further meet the requirements of our business, and for the convenience of a portion of our clientage, we opened an office in New York, which is in

charge of a partner resident there, and we now receive and prepare applications for Patents at any one of our three offices.

Our Philadelphia offices are in the West End Building, 32 South Broad Street; our New York offices are in the Potter Building, 38 Park Row, and our Washington offices are at 918 F Street. Communications sent to any of these addresses will receive prompt attention.

#### PATENT SOLICITING

The importance of the Patent Solicitor's work and the necessity of care in the selection of a Solicitor cannot be better set forth than in the following quotation from the "RULES OF PRACTICE," printed and gratuitously distributed by the Patent Office for the instruction and guidance of inventors:—

“AS THE VALUE OF PATENTS DEPENDS  
LARGELY UPON THE CAREFUL PREPARA-

TION OF THE SPECIFICATION AND CLAIMS, the assistance of competent counsel will, in most instances, be of advantage to the applicant; but the value of their services will be proportionate to their skill and honesty, and TOO MUCH CARE CANNOT BE EXERCISED IN THEIR SELECTION.”

While in all cases we make our fees as reasonable as possible, we do not enter into the competition of “cheapness”; do not exact or receive contingent fees, and do not make our fees conditional upon securing a Patent, nor undertake to return fees, or parts thereof, if a Patent be not obtained. We do not carry on a speculative business.

In this connection it is proper to say that it is generally out of the question to pass a positive opinion as to the NOVELTY of an invention without a special examination, such as would necessarily cost the client considerably more than to apply for a Patent at once, and have the question determined by the Patent Office.

This will be sufficiently obvious upon reflecting that, in the United States alone, Patents are being granted at the rate of more than twenty-five thousand yearly; that thousands are annually granted in other countries, and that many inventions never patented here or elsewhere are shown or described in some one or more of a multitude of printed technical books and journals. Under our law no invention is new and patentable which, before it was made by the party claiming it, had been patented or described in any printed publication in this or any foreign country.

#### LAW SUITS

The Prosecution or Defence of Patent Suits is, as already stated, an important branch of our business. We have managed many Patent litigations, and some of great importance, both in the Courts and in the Patent Office.

A Patent Solicitor should be a Patent Lawyer to the extent at least of being thoroughly conversant with the rulings of the United States Courts in Patent cases, for by those rulings the practice of the Patent Office is, or should be, governed; and the more of a Patent Lawyer the Solicitor is, the better Solicitor he is likely to be; at least so far as concerns the important work of drawing specifications and claims. On the other hand, it is a great advantage to the Patent Lawyer to be thoroughly conversant with the organization, practice and routine of the Patent Office, and to have the Solicitor's facilities for making searches, obtaining information, copies, etc., from the Patent Office. We believe, therefore, that by coupling the practice of Patent Soliciting with the practice of Patent Law we have secured special advantages for the prosecution of both branches.

As clients frequently ask our advice

upon matters relative to the organization of corporations for the purpose of exploiting their inventions, we have prepared ourselves to attend to the formalities requisite for the securing of charters under the laws of the various States, and of advising our clients upon such matters concerning the law of corporations and other forms of association as are likely to prove useful to inventors or patentees.





## UNITED STATES PATENTS

PATENTS OF INVENTION are granted for any new and useful ART (process) : MACHINE : MANUFACTURE (article of) : or COMPOSITION OF MATTER (compounds, chemical or mechanical, used in medicine or in the arts) : or for any new and useful IMPROVEMENT of a known art, machine, manufacture or composition of matter.

That an invention is patented, does not prevent the grant of a Patent, either to the same or to another person, for an *improvement* on that invention. The owner of the "improvement" Patent cannot use the original invention during the life of the Patent therefor, without consent of its

owner, and the patentee of the original invention cannot, during the life of the "improvement" Patent, use said improvement without consent of the owner of it.

An invention is new, within the meaning of the law, when it is *original* with the person claiming it, and had not, before he invented it, been known to, or used by any other person in this country, nor patented, nor described in a printed publication, in this or any foreign country.

Prior knowledge or use of the invention by others in a foreign country, as distinguished from a prior foreign patent or printed publication, will not defeat the rights of an American Patentee, unless it is made to appear that, when he applied for his Patent, he was aware of such prior foreign knowledge or use, and did not believe himself to be the first inventor.

An invention new in the sense above explained, and useful in the senses that it is capable of being used for a lawful purpose,

and is not mischievous, injurious, or absolutely frivolous, and that it has been so completely thought out by the inventor that he can make and use it himself, or explain it so as to enable another person skilled in the art to make and use it from the explanation, and without invention on his own part, is patentable, provided that it has not, for more than two years before the application for Patent, been in public use or on sale in this country, nor patented nor described in any printed publication in this or any foreign country, or is not proved to have been abandoned by the inventor. Provided further, however, that where an invention has been first patented or caused to be patented by an inventor or his legal representatives or assigns in any foreign country, no patent can thereafter be secured in this country by the inventor unless his application here be filed within one year after the earliest application for the foreign patent.

A PATENT COVERS AND PROTECTS only what is lawfully and distinctly CLAIMED by the inventor in his specification, copy of which is annexed to and forms part of the Patent.

WHO MAY OBTAIN A PATENT.—Any person (citizen or alien) who has invented any new, useful and patentable subject. The right to a patent, or an interest therein, may be assigned by the inventor before the Patent is granted, and in such case, the Patent will be issued to the assignee, or to the inventor and assignee jointly, as the case may be, upon request, and the recording of the assignment in the Patent Office in proper time. But in all cases, whether there be an assignment or not, application for Patent must be made and the necessary papers therefor executed by the inventor himself, if living, or if he be dead, by his executors or administrators.

FOR A JOINT INVENTION, that is, an invention made by two or more persons jointly, the parties are jointly entitled to a Patent, and must join in applying for it.

A Patent granted to one person for an invention made not by himself alone, but in conjunction with another, or other persons, is void. On the other hand, a Patent granted to two or more persons as joint inventors for what was, in fact, the sole invention of one of them, is void.

DURATION OF PATENTS OF INVENTION is seventeen years from the date of issue.

NO EXTENSIONS of Patents of invention are obtainable, except by special act of Congress.

#### PRELIMINARY EXAMINATION

The Patent Solicitor, who is properly equipped for his work, can, for a fee of five to ten dollars, make what is termed a "preliminary examination." This

preliminary examination is limited in scope, and is not, within that limit, to be regarded as conclusive or as more than approximately accurate. It does not determine the question of novelty, *and a preliminary examination report is not a certificate of novelty or patentability.*

We are thus explicit on this subject because it is not uncommon for inexperienced inventors to suppose that a Patent Solicitor can decide whether an invention is new or not, without trouble to himself or expense to his client, and that, if he advises application for a patent, he tacitly certifies the invention to be new and patentable.

We generally advise the making of a Preliminary Examination before filing an application for a patent, unless there are special reasons for making application without a moment's delay. Our Washington office enables us to make preliminary examinations promptly, and to report

the result to the party interested within a few days. All that we need for the purpose is an explanation of the supposed invention, oral or written, with a drawing or sketch, when the case admits of one.

If there be any prior United States Patent *in the same class*, and which completely anticipates the supposed invention, the preliminary examination will generally disclose the fact.

Moreover, the inquiry into the prior state of the art, so far as exhibited in the United States Patent Records, is useful in enabling one to judge with some degree of accuracy the character and bounds of the claim or claims which may properly be presented, if application is made.

#### APPLICATION FOR PATENT

APPLICATION FOR PATENT requires a petition to the Commissioner of Patents, a written specification, drawings, where the case admits of them, an oath of invention,

and payment of first government fee of FIFTEEN dollars.

All the documents should be prepared in substantially the form prescribed by the Rules of Practice of the Patent Office.

Where a case is placed in our hands, we, of course, see to the preparation of all necessary documents, specification, drawing, etc.

MODELS OR SPECIMENS are not now required to be filed with the application, nor will the Office receive a model unless it *asks* for one, and models are rarely asked for.

The specification and claims form the most important part of an application for a Patent, and the part for which, most particularly, inventors find the services of a competent Solicitor not only desirable, but necessary.

If the specification incorrectly or insufficiently describes the invention, so that persons skilled in the art cannot, from the



description, practically make and use the invention, or if it fails to particularly point out what part of the matter described the patentee claims as his own invention, then the patentee has failed to comply with the conditions and requirements of the law, and his Patent is bad.

As to the claim, it is the patentee's own definition of his rights, by which he must stand or fall. The law will not give him more than he has chosen to claim, nor help him out if he has not claimed all that he might have done. So far as ascertaining and defining the extent of the patentee's right is concerned, it is his claim which constitutes the patent.

Numerous decisions of the Courts have established principles and rules applicable to the construction of specifications and claims, and these must be borne in mind in the framing of documents of the kind. Consequently the inventor will generally find the services of a competent Solicitor

experienced in this class of work necessary or desirable. The presentation to the Patent Office of carelessly or unskillfully drawn papers is poor economy, looked at from any point of view.

THE PROSECUTION OF APPLICATIONS.

—The work of examining applications for Patents, at the Patent Office, is at the present time divided among a large number of Principal and Assistant Examiners according to an elaborate system of classification of subjects of invention into “divisions,” “classes,” and “sub-classes.”

New applications are taken up for examination in the order in which they are filed, and there is considerable difference between the different classes, and in the same classes at different periods, as to the length of time which elapses before a case is reached for examination.

If the Examiner, upon reaching a case, determines that, so far as the records of the

Patent Office show, the matter claimed by applicant appears to be new, the applicant or his attorney is advised that the application is "allowed," and that a Patent will issue to applicant upon the payment of a further Government fee of TWENTY dollars, provided it be paid within six months.

The "allowance" of an application is not the grant of the Patent. Applicant does not become a patentee until he has paid the final Government fee, and his Patent has been actually granted and issued. A period of about three weeks elapses between the payment of the final Government fee and issue of Patent.

REJECTIONS.—If the Examiner finds that what he considers to be the same, or substantially the same thing, as that claimed by the applicant, has been patented before, or described in some printed publication, he sends to applicant, or to his attorney, a letter of *rejection*, citing the

particular prior Patents or printed publications which he thinks anticipate the invention. It is then for the applicant or his attorney to judge whether the rejection be right or wrong, and whether the claim or claims rejected should be insisted on, as originally filed, or must be abandoned, or should be modified and limited, and to present any amendments and arguments that may seem necessary and proper. In these matters, the inventor will always find the experience and judgment of a competent Solicitor useful, if not absolutely necessary. The Patent Office does not undertake to advise the inventor as to how much he may claim, or whether the claim presented is as broad as it might have been, or is in the best shape. For these things the inventor must rely on his own judgment, or that of his Solicitor.

AMENDMENTS.—An application may be *amended* as often as the Examiner pre-

sents any new references or reasons for rejection, so that a case may be prosecuted before the Primary Examiner through a longer or shorter series of alternate "rejections" and "amendments."

APPEALS.—When a claim has been *twice* rejected by the Examiner upon the same references, it must, if it is to be further urged, be appealed to the Board of Examiners-in-Chief. For this appeal the Government fee is TEN dollars. This fee, once paid, allows as many appeals from the Examiner to the Examiners-in-Chief as may be found necessary in the same case.

From an adverse decision of the Board of Examiners-in-Chief, appeal may be taken to the Commissioner of Patents in person, upon payment of a Government fee of TWENTY dollars, and from an adverse decision of the Commissioner of Patents, appeal may be then taken to the Court of Appeals of the District of Columbia, upon

payment of a Government fee of TEN dollars.

If an applicant who has resorted to all these appeals without success is still dissatisfied, he may file a Bill in Equity in one of the Circuit Courts of the United States.

Of course, where a series of appeals become necessary to secure a claim or claims, to which applicant considers himself entitled, the time required for the prosecution of the case to a final result is greatly prolonged, and for this reason, and to save his client pecuniary expense, the careful and responsible Solicitor will do all that he properly can to reach a satisfactory result without appeal.

At the same time no discreet inventor and no Solicitor who has proper regard for his client's interests will consent (merely to save a little time) to forego an appeal at the expense of giving up some apparently substantial right.

SOLICITOR'S FEE covers not only the preparing of the application but also our services in prosecuting the case to a reasonable extent before the Primary Examiner. As the proper and careful preparation of the specification and the prosecution of the application before the Patent Office in different cases will require varying amounts of time and labor, it will be impossible to name the exact amount of the solicitor's fee for all cases, or even for a majority of the cases, but inventors may rest assured that our charges will be reasonable and we will always be ready to give an approximate estimate of the cost of an application for Patent when the invention is submitted to us. Of this fee, a part is payable on account when the order is given us to proceed with the preparation of the drawings and specification, and the balance of the fee when the case is ready for filing.

When appeals to the Board of Examiners-in-Chief or to the Commissioner of

Patents or the Court of Appeals of the District of Columbia become necessary, we ask reasonable fees for attending at the Patent Office to argue such appeals orally, and for preparing written or printed briefs of arguments, when deemed necessary or advisable.

We have found, however, in our practice that a patient, painstaking and reasonable prosecution of an application before the Primary Examiner will, in most cases, secure the allowance of all the claim or claims to which the inventor is fairly entitled, so that the instances are exceptional in which we find it necessary to advise appeals.

DRAWINGS.—The cost of the drawings to accompany an application for Patent will in all cases be determined by the draftsman's time in making them. One of our draftsmen will be sent to a manufacturing establishment or shop to make



sketches of a machine when necessary, and an extra charge will be made when the invention is presented in the form of a crude sketch or model requiring extra time and care in preparing an acceptable Patent Office drawing. It is preferable in all cases to furnish us with accurate drawings or blue prints in order to save this expense.

THE GOVERNMENT FEE for a Patent of invention is (unless "appeals" or an "interference" be involved) : THIRTY-FIVE dollars ; payable, FIFTEEN dollars when the application is filed, and TWENTY dollars within six months after it is allowed. The Patent will not be issued by the Patent Office until this final fee of TWENTY dollars has been paid.

#### DESIGN PATENTS

Design Patents are granted for any new; original, and ornamental design for an article of manufacture. Such Patents

are intended to encourage the decorative arts in connection with articles of manufacture, and concern matter of appearance, and not matters of mechanical function or effect, and in determining whether one design is or is not an infringement of another, the test is "sameness of appearance."

DURATION OF DESIGN PATENTS.—

Three years and a half, seven years, or fourteen years, as the applicant may, in his application, elect. A Design Patent granted for one of the shorter terms cannot be extended.

A design to be patentable must involve "invention," and the requirements as to novelty are the same as in the case of "mechanical" patents.

What has been stated as to the proper party to apply for Patents of invention is true of Design Patents.

THE GOVERNMENT FEES for Design Patents are: For three and a half years,

TEN dollars; for seven years, FIFTEEN dollars; for fourteen years, THIRTY dollars.

### CAVEATS

Any person who, having made a new invention or discovery, desires further time to mature the same, may, upon payment of a Government fee of TEN dollars, file in the Patent Office what is known as a caveat. The caveat must clearly set forth the object of the supposed invention and its distinguishing characteristics. Caveat papers are filed in the confidential archives of the Patent Office.

If within one year from the date of filing of the caveat, or from the date at which the caveat was last renewed (for it may be renewed from year to year by the payment of successive Government fees of TEN dollars each) application is made by any other person for a Patent with which

such caveat would in any manner interfere, it is the duty of the Commissioner to give notice thereof, by mail, to the person by whom the caveat was filed.

If the caveator desires to avail himself of his caveat, he must make application for Patent within three months from the time at which notice was mailed to him (during which time the conflicting application is suspended). His application will then be placed in interference with the conflicting application, to determine the question of priority of invention. (See "Interferences.")

The caveator's right to notice extends only to notice of applications filed *after* the filing of the caveat, and *before* the expiration of the year for which the caveat was originally filed or last renewed.

*A caveat is not a Patent for one year, nor in any sense the equivalent of a Patent. No suit for infringement can be based on a caveat.*

The filing of a caveat is an advisable precaution, where considerable practical experiment is necessary to determine the operativeness or completeness of an invention, or to discover what is required to make it operative or complete, and when the necessary experiments involve exposure of the invention, or where, owing to the particular situation of the inventor, or character of his invention, considerable time must elapse before he can be in a position to apply for a Patent.

For preparing and filing caveat papers our fee will vary, according to the nature of the case, and, with the Government fee of TEN dollars, is payable after the papers have been prepared, approved and executed by the inventor, and before they are forwarded to the Patent Office.

The fees paid for filing or renewing a caveat do not go towards the expense of subsequent application for Patent.

## RE-ISSUES

When a Patent is invalid because of a defective or insufficient specification, or because the patentee has claimed more than he had a right to claim, if the error has arisen by inadvertence, accident or mistake, and without fraudulent or deceptive intention, the patentee, his executors, administrators or assigns, can, on surrendering the defective Patent and paying a Government fee of THIRTY dollars, obtain a new Patent for the same invention for the unexpired part of the term for which the original Patent was granted.

The object of a re-issue is simply to correct mistakes in a Patent, not to add new matter to it. By "new matter" is meant something not to be found in the specification, drawing or model of the original Patent.

Very few re-issues can be regarded as valid, so far as their claims are broader than those of the original Patent, if there

has been any considerable lapse of time between the grant of the original Patent and the application for re-issue or unless the delay can be satisfactorily shown to have been involuntary.

Patentees will do well, therefore, to see to it that proper care and skill are exercised in preparing and prosecuting their original applications, and if they have any reason to be dissatisfied with the scope of the claim or claims obtained, to take advice upon the subject as soon as possible after they receive their patents, and if a re-issue to secure an enlarged claim appears necessary, to apply for such re-issue without delay.

Our charge for preparing and prosecuting a re-issue application will vary with the character of the case.

#### DISCLAIMER

Where, by mistake, and without fraud or intent to deceive or mislead, the patentee has claimed in his Patent something of

which he was not the original and first inventor, suit may nevertheless be maintained by the patentee, or those claiming under him, for infringement of any part of the Patent, which was *bona fide* his own, if it is a material and substantial part of the thing patented, and distinguishable from the part or parts claimed without right.

But unless a proper "disclaimer" of the parts claimed without right has been entered at the Patent Office before the commencement of the suit, plaintiff, if successful, can yet recover no costs, while, if it appears that he has unreasonably neglected or delayed to enter "disclaimer," he cannot maintain the suit at all.



## OPINIONS ON PATENTS

SEARCHES AND REPORTS.—Persons thinking of investing in a Patent, or in the manufacture or sale of a patented invention, should exercise the same amount of caution that they would were a piece of real estate the proposed subject of investment. They should take proper steps to satisfy themselves as to the title of the person from whom they propose to purchase, and in the case of a Patent, the search means not only an inquiry into what, if any, conveyances appear to have been previously made of the Patent, or of interests or rights therein or thereunder, but also as to the character of the Patent itself. This involves a careful study of the Patent, to determine what we may term its “face”

value, and a careful comparison of it with prior patented or published inventions to determine, as far as possible, how far the real value of the Patent and its face value correspond; whether or not the claims suffice to fairly cover and protect the invention, and whether or not the manufacture of the invention will involve infringement of any prior valid Patent.

Similar searches frequently become necessary to determine whether suit for infringement can probably be maintained or successfully resisted.

Patent litigation is apt to be sufficiently expensive to warrant the exercise of all possible care and caution before entering upon it.

The making of searches and reports as to the validity and scope of Patents is a very considerable part of our business, and one for which both our office in Washington and our large Patent and technical library give us great advantages.

The cost of searches and reports of this kind varies greatly, according to the character of the inventions involved, and the extent, therefore, of the search which may be necessary.

## LAW SUITS

### INFRINGEMENT AND INFRINGEMENT SUITS

A Patent is infringed when what is lawfully claimed in it is either made, sold or used without the consent of the owner of the patent. If the Patent contains several valid claims, infringement of any one of those claims is infringement of the Patent. Persons jointly infringing are both jointly and severally liable to the party injured for the damages resulting from the infringement.

Suit for infringement must be brought in the Circuit Court of the United States, in the judicial district in which the infringer resides, or in which he shall have

committed acts of infringement and have a regular and established place of business, and must be brought in the name of the owner or owners of the whole interest in the Patent, for the territory within which the suit is brought. A mere licensee cannot bring suit in his own name; although in equity, he may and should be made a co-complainant in any suit brought for the protection of his rights.

Suit for infringement may be at law to recover damages, or (in a proper case) in equity, to obtain an injunction to prevent continuance of the infringement, and also to recover the profits which the infringer has derived, and the damages, if any, in excess of the amount of those profits, which plaintiff may have suffered from the infringement.

Injunctions are either final or preliminary. A final injunction is one granted upon a decree in favor of the plaintiff,

after final hearing of the cause. A preliminary injunction is one granted in advance of final hearing, upon motion based upon affidavits. As a rule, this latter class of injunctions is granted only where the Patent has already been litigated and judicially sustained, or where the Patent has been in existence for a number of years, and there has been long-continued public acquiescence in the patentee's alleged rights, and where the infringement complained of is admitted or entirely clear. The Courts, as well in equity as at law, are empowered by the Statutes to enter judgment for any sum above the amount found for actual damages sustained, not exceeding three times the amount.

In a suit for infringement the Patent is evidence for the patentee to the extent of raising a *prima facie* presumption of its own validity and throwing upon the defendant the burthen of proof to show its invalidity if he can. On the other hand,

the burthen is upon the patentee to prove the infringement which he charges.

We have had an experience of many years in the prosecution and defence of infringement suits, and the management of such suits forms a large and important branch of our business.

Litigation sometimes arises between parties to agreements relating to patent rights. Such, for example, are suits brought by a patentee to recover royalties from a licensee, suits to enforce agreements to sell patents, etc., etc. Suits of this character, while they frequently involve the interpretation of the patents concerned and also indirectly questions of infringement, are not within the jurisdiction of the Federal Courts except in cases of diverse citizenship (that is, where plaintiff and defendant reside in different States) and so between citizens of the same State must be brought in the local Courts. It is apparent, however, that

knowledge of, and experience in, the Patent Law are often quite as essential, on the part of the attorney conducting such litigation, as in ordinary infringement suits.

The prosecution and defense of suits relating to patent contracts is a branch of our business.

#### INTERFERENCES

An interference is a proceeding in the nature of a Law Suit instituted in the Patent Office to try the question of priority of invention between two or more applicants, or between an applicant and a patentee, claiming the same patentable invention.

If two or more applications, containing conflicting claims, are pending in the Patent Office at the same time, the Commissioner must declare an interference, and determine the question of priority of invention before granting a Patent to either



applicant for what is thus claimed by both, and must award the Patent to that contestant whose proof shows him to be the first and true inventor, within the meaning of the law.

Again, if an applicant for a Patent, having been rejected upon an unexpired Patent claiming the same invention, believes that he made the invention before the patentee, he is entitled to an interference to try the question of priority of invention, and, if the interference be decided in his favor, to have a Patent granted to him, notwithstanding the existence of the prior Patent. The Commissioner cannot revoke a Patent once granted, but can grant a Patent to a second party proving himself to have been the prior inventor, and the United States Courts have power to vacate or declare void either of two or more interfering Patents in a suit instituted by the owners of either of the Patents.

An interference is instituted by notice from the Patent Office to each of the conflicting claimants, stating the particulars in which their cases are considered to conflict, and requiring each of them, if he desires to contest the matter, to file in the Patent Office, on or before a specified date, what is technically termed a "preliminary statement," under oath, giving the date of his original conception of the invention, etc. If, upon opening and examining these statements the Examiner concludes that the case is one which must be decided upon proofs to be presented by the respective parties, he notifies them to that effect, and assigns times within which each party must take testimony in support of his case, and a time, after the closing of the testimony, at which he will give the parties a hearing.

Each party must give notice to his opponent of the time and place at which he will take testimony, and opportunity to

cross-examine the witnesses, if he desires to do so.

The testimony thus taken before a proper officer is reduced to writing and filed in the Patent Office; besides which, each party must furnish printed copies to the Office and to the opposing party or parties, unless such copies are dispensed with on special application based upon reasons satisfactory to the Office.

The Interference Examiner hears the arguments of the respective parties, or their counsel, at the time appointed, and proceeds to determine the question of priority of invention upon the evidence and arguments before him, and files a written decision.

From his decision an appeal lies to the Board of Examiners-in-Chief upon payment of a Government fee of TEN dollars, and from the Board, appeal may be taken to the Commissioner of Patents in person upon payment of a fee of TWENTY dollars.

From the decision of the Commissioner an appeal may be taken to the Court of Appeals in the District of Columbia.

This brief and very general explanation of the nature of an interference, and the proceedings therein, will suffice to show that it is simply a species of litigation.

We are fully prepared to give prompt and careful attention to the prosecution of cases of interference.

It is simply impossible to give any general estimate of the cost of such proceedings, as that cost must vary greatly, according to the circumstances and character of each particular case.

#### ASSIGNMENTS AND AGREEMENTS

A Patent or interest therein may be assigned either before or after the grant of the Patent. The assignment must be in writing, signed by the party making it, but no particular form of instrument and no

particular method of execution are prescribed by the Statute. Acknowledgment is, however, desirable.

Strictly speaking, an assignment is a transfer either of the whole interest or of an undivided part (as a half or a fourth) of such whole interest in the Patent, throughout every part of the United States. By "undivided interest" is meant simply that there is no *territorial* division of interest; that the interest conveyed is some fractional part of the entire interest throughout the whole country.

The patentee may also assign the exclusive right under his Patent to make, use and sell, or to grant to others the right to make, use and sell, the thing patented, within and throughout some specified part of the United States, and this kind of assignment is technically termed a grant.

An assignment or grant which is not recorded in the Patent Office within three months from its date is void as against any

subsequent purchaser or mortgagee of the same interest or right for a valuable consideration without notice. As between the parties themselves, or as against a subsequent purchaser, *without* consideration, or *with* notice, actual or constructive, an unrecorded assignment or grant is valid. The recording of an assignment or grant at any time after its date is notice to the world from and after such record.

Joint ownership of a Patent, or interest therein, does not *of itself* make the parties partners. They are merely tenants in common, each having the right to separately make, use or sell the invention without liability to account to his co-owner or owners for any part of the profits derived from such exercise of the patent privilege, and each of said joint owners may separately sell and convey his part of the interest, or may license other persons to make, use or sell the invention.

Whenever, therefore, it is intended that the relation of copartnership shall exist between joint owners of a Patent, or interest therein, or that such interest shall be enjoyed only by the parties *jointly*, for their joint benefit, there must be an express agreement between them to that effect.

An assignment purporting to convey an invention or inventions not yet made, may operate as an agreement to assign, and give an equitable, but not the legal, title to such invention or inventions if subsequently made.

An assignment of the interest or part of the interest in a Patent does not carry with it the right to, or any interest in, damages for infringements of the Patent which may have occurred prior to the assignment.

LICENSE.—An instrument which conveys less than either the entire interest or

an undivided part of that entire interest in the Patent throughout the entire country, or some specified part of it, is a license. Licenses are not required to be recorded.

An assignment or grant must be in writing, but a license can be merely oral, and what is known in law as a constructive license may arise out of acts done or permitted by the inventor. For example, a person who buys from the inventor, or, with his knowledge and consent, constructs a newly invented or discovered machine or other patentable article, before the inventor has applied for a Patent, or who sells or uses one so constructed, has the right to continue to use, or to sell to others to be used, the specific machine or article so made or purchased after the inventor has obtained his patent.

Again, where an invention is made and put into practice by an employee in the time and at the expense of the employer, or by one member of a partnership at co-



partnership expense, such circumstances will, as a rule, amount to constructive license to use the invention, to the employer in the one case, or the partnership in the other; a license purely personal and not transferable.

A mere license is never transferable from the original licensee to another party, unless the terms of the written instrument, where there is one, expressly provides that it shall be transferable, and a transferable license is not, unless expressly made so, "apportionable," but can be transferred only as an entirety.

For preparing assignments, licenses, agreements, powers of attorney, etc., relating to Patents, we charge reasonable fees, according to the character and complexity of the documents.

## MARKING PATENTED ARTICLES

It is made the duty of all "patentees, their assigns and legal representatives, and all persons making or selling any patented article for or under them," to give sufficient notice to the public that the same is patented. This is to be done, either

1. By fixing on the article itself the word "*patented*," together with the *day* and *year* the Patent was granted; or

2. Where, from the character of the articles, this cannot be done, by fixing to the article itself or to the package wherein one or more of the articles is contained a label containing the like notice.

The penalty for failure to comply with this requirement of the law is "that in any suit for infringement by the party failing so to mark, no damages shall be recovered by him, EXCEPT on proof that the defendant was duly notified of the infringement, and continued, after such notice, to make, use or vend the article so patented.

Failure to mark does not deprive the plaintiff of the right to an injunction to prevent continuance of infringement; it affects only his right to recover damages for past infringement.

FALSE MARKING.—The law further provides that every person shall be liable to a pecuniary penalty (\$100 for each offence), who, in any manner,

1. Marks upon anything made, sold or used 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 that person, or his assigns or legal representatives; or

2. Marks upon or affixes to any such *patented* article, the word “patent,” “patentee,” or “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, 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.

## TRADE-MARKS

A TRADE-MARK is a name, symbol, figure, letter, form or device affixed by a manufacturer or merchant to goods which he makes or sells, in order to designate them, and distinguish them on the market from goods of the same kind made or sold by others; to the end that they may be known in the market as his, and that he may thus be able to secure to himself the profits resulting from a reputation for superior skill, industry or enterprise.

Trade-mark property has little, if anything, in common with that which exists in Patents or Copyrights. "Invention" does not enter into the matter. Words, marks or devices well known and in com-

mon use may be adopted as trade-marks, provided they have not been previously used for the purpose of designating the same or similar kinds of goods. The property in a trade-mark is not a property in the mark abstractly considered, but is simply an exclusive right to use the mark upon some particular class or kind of goods for the purpose of pointing out origin or ownership. Thus, different parties may lawfully appropriate the same mark, provided each uses it for an entirely different kind of goods, and each one of them will in that case have the exclusive right to the use of that mark in connection with the particular class of goods for which he has appropriated it.

As the office of a trade-mark is to point out the origin or ownership of the article to which it is affixed, *i. e.*, to give notice who is the maker or seller of that particular article, only such words, marks, etc., as, either in themselves or by associa-

tion, point distinctively to the origin or ownership of the article, can form valid trade-marks.

*Generic* names, or names merely *descriptive* of an article of trade, of its qualities, ingredients, or characteristics, or which, from the nature of the facts they are used to signify, other persons may employ with equal truth, and therefore have an equal right to employ for the same purpose, cannot be claimed as trade-marks.

Congress, by Act of March 3, 1881, provided for the registration at the Patent Office of certain trade-marks, *i. e.*, such as are used *in commerce with foreign nations or with the Indian tribes*, and the owners of which are either domiciled in the United States, or located in some foreign country or tribe, which, by treaty, convention or law, affords similar privileges to citizens of the United States.

At the present time, Austria, Belgium, Brazil, Denmark, France, Germany, Great

Britain, Hungary, Italy, Japan, Netherlands, Russia, Servia, Spain and Switzerland have trade-mark treaties or conventions with the United States.

To be registrable under the Act, a trade-mark must appear to be lawfully used as such by the applicant in foreign commerce or commerce with Indian tribes, or to be within the provision of a treaty, convention, or declaration with a foreign power. The mark must not be merely the name of the applicant, nor be identical with a registered or known trade-mark owned by another and appropriated to the same class of merchandise, nor so nearly resemble some other person's lawful trade-mark as to be likely to cause confusion or mistake, or to deceive purchasers.

Application for registry of a trade-mark must be made by the person, firm or corporation owning the mark, must state the name, domicile, location and citizenship of the party applying, and the class



of merchandise, and the particular description of goods within that class to which the trade-mark has been appropriated, and must give a description of the mark, with *fac similes* thereof, and a statement of the mode in which the same is applied and affixed to goods, and the length of time during which the mark has been used.

Furthermore, the application must be accompanied by a written declaration verified by the person, or a member of the firm, or officer of the corporation applying, to the effect that applicant has at the time a right to the use of the mark, that no other person, firm or corporation has the right to such use, either in the identical form, or in any such near resemblance thereto as might be calculated to deceive; that the mark is used in commerce with foreign nations or Indian tribes, and that the description and *fac similes* presented for registry truly represent the mark.

The Government fee for registering a Trade-mark is TWENTY-FIVE dollars, payable upon filing the application.

Trade-mark applications are subject to examination, by the trade-mark Examiner in the first instance, and from an adverse action by him an appeal lies to the Commissioner of Patents, no Government fee being required for such appeal.

If a trade-mark is adjudged by the Examiner, or by the Commissioner on appeal, to be lawfully registrable, a Certificate of Registry is issued by the Commissioner, to which certificate is attached a *fac simile* of the mark, and a printed copy of the registrant's statement and declaration.

In cases of conflicting applications for registry, or conflict between an applicant and a prior registrant, the Patent Office declares an Interference, in order to determine the question of priority of adoption or right. The proceedings in such Interferences follow, as nearly as practicable,

the practice in Interferences upon applications for Patents.

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A certificate of registry remains in force for thirty years, except where the mark is claimed for and applied to articles not made in this country, and receives protection under the laws of some foreign country for a shorter period. In such cases the certificate of registry here will cease to be in force at the same time that the trade-mark ceases to be exclusive property elsewhere.

Registration for a further period of thirty years may be obtained upon application at any time during the six months before the expiration of the first term, and payment of a further Government fee of TWENTY-FIVE dollars. The property in a lawful trade-mark does not necessarily cease with the expiration of the term of registry, the Act especially providing that nothing contained in it shall be construed

as unfavorably affecting a claim to a trade-mark *after* the term of registration has expired.

Congress did not, in this Registration Act, undertake to create any new law as to what is or is not a valid trade-mark; it merely provided for the "registry" of certain classes of lawful trade-marks. Whether a given mark is or is not a lawful trade-mark must be determined by reference to precedents established by decisions of the Federal and State Courts. Registration does not create the property in a trade-mark. It will not *legalize* any mark not in itself a legal trade-mark, and on the other hand a legal and valid trade-mark is property, and can be protected as such, although it is not registered under the act.

The Federal Registration Act does not apply at all to a very large, and probably at the present time much the largest class of trade-marks, those, to wit, which are used only in *domestic* or *Inter-State* commerce.

Such marks may, however, be registered under the respective State Acts in the various States, and under some circumstances it is advisable to so register them. We shall be glad to give, upon application, full information as to the advantages, requirements and cost of registration in any State.

TRADE-MARK SUITS.—The proprietor of a duly registered lawful trade-mark may in a proper case bring suit against infringers in the Courts of the United States, either at law, to recover damages, or in equity to enjoin wrongful use, and to recover compensation therefor; the United States Courts having in such a case original and appellate jurisdiction without regard to the amount in controversy or to the citizenship of the parties, provided the registered mark is being used in commerce with foreign countries or the Indian tribes, and that use is being wrongfully interfered with by the defendants. In such a suit the

registration is *prima facie* evidence of ownership.

Congress did not, however, undertake to take away or interfere with the jurisdiction of State Courts in trade-mark cases. On the contrary, the Act provides that nothing contained in it shall prevent, lessen, impeach, or avoid any remedy at law or in equity, which any party aggrieved by any wrongful use of any trade-mark might have had, if the Act had not been passed; so that, even as to trade-marks properly registrable and duly registered under the Act, the owners may still, if they prefer it for any reason, resort to the State Courts for a remedy against infringement, instead of bringing action in the Federal Courts under the Registration.

ASSIGNMENTS.—As trade-mark property does not exist in the mere mark, abstractly considered, but only in the use of it with reference to some particular per-

son or property, an assignment of a trade-mark, to carry anything, must be in connection with the business of manufacturing or selling the particular merchandise to which the trade-mark has been attached.

The Patent Office rules provide for the recording of assignments of registered trade-marks. Such assignment must be by an instrument in writing, no particular form of instrument being prescribed, save that the trade-mark must be identified by the number. The instrument must be recorded in the Patent Office within sixty days after its execution, in default of which it may be void as against any subsequent purchaser or mortgagee for valuable consideration without notice.

The fees for recording such assignments are the same as those for recording assignments of Patents.

TRADE-MARKS ABROAD. — American manufacturers exporting their goods to

foreign countries, and having valuable trade-marks connected therewith, may obtain registration of such marks in most of the countries throughout the world.

We are prepared to attend to the registration of trade-marks in foreign countries, as well as in the United States; and information as to the cost of registry in different foreign countries will be given upon inquiry.

In some countries the right to register a trade-mark is not dependent upon priority of adoption and use but solely upon priority of application to register. This is true, for example (with certain qualifications), in both Germany and Cuba, and in both of those countries manufacturers have been compelled to abandon the use of marks rightfully theirs merely because they have failed to register in the respective Patent Offices and some one else has chosen to do so in his own name. This subject of foreign registration of trade-



marks is, therefore, important, much more so, indeed, than many manufacturers believe.

Besides acting as solicitors in the matter of applications for registry of trade-marks in this and foreign countries, we act as counsel in trade-mark suits in the Courts of the United States, and of the several States.

#### PRINTS AND LABELS

Congress, by Act of June, 1874, enacted that the words "engraving," "cut," "print," in the copyright statute, should thereafter be applied only to pictorial illustrations or works connected with *the fine arts*, and that prints or labels designed to be used for any other articles of manufacture should not be entered under the copyright law, but should be registered in the Patent Office. Such registry must precede publication.

The Commissioner of Patents has, since this Act, had charge of the supervision and control of the entry of such prints or labels, in conformity with the regulations provided by law as to copyrights and prints, except that the Government fee for recording the title of any such print or label (not being a trademark) is Six dollars, which covers the expense of furnishing a copy of the record under the seal of the Commissioner of Patents, to the party entering such print or label.

The prints and labels registrable in the Patent Office under this Act have been defined as any device, picture, word or words; figure or figures (*not a trademark*) impressed upon an article of manufacture or upon paper or other material to be attached to such an article, or to bales, boxes and packages containing the same, to indicate the contents of the package, the name of the manufacturer, or the

place of manufacture, the quality of goods, directions for use, etc.

In applying for the registry of a print or label, five copies of the same must be filed in the Patent Office, and one of these copies is certified under the seal of the Commissioner of Patents and returned to the registrant. The certificate of registration continues in force for TWENTY-EIGHT years.

Under the law as established by recent decisions, a print or label to be registrable under the Act must be more than a mere statement of the character, etc., of the goods; it must be or contain something "original" and having by itself some value as a composition, at least to the extent of serving some purpose other than a mere advertisement or designation.

Manufacturers desiring to protect their trade circulars, catalogs, etc., and the pictorial matter contained therein, from unauthorized use by competitors, to that end

frequently make use of this law providing for the registration of prints and labels.

## COPYRIGHT

The Revised Statutes provide that the author, inventor, designer or proprietor of any BOOK, MAP, CHART, DRAMATIC OR MUSICAL COMPOSITION, ENGRAVING, CUT, PRINT (connected with the fine arts) or photograph or negative thereof, or a PRINT, DRAWING, CHROMO, STATUE, STATUARY, and of MODELS OR DESIGNS intended to be perfected as works of the fine arts, and the executors, administrators or assigns of any such person shall, upon complying with certain provisions of the statute, have the sole right of printing, reprinting, publishing, applying, executing, finishing and vending the same, and in the case of a dramatic composition, of publicly performing or representing it, or

causing it to be performed or represented by others.

The person wishing to copyright must, on or before the day of publication, deliver at the office of the Librarian of Congress in Washington, or deposit in the mail to his address, a printed copy of the title of the book or other article, or a description of the drawing, painting, chromo, statute, statuary, or model or design for a work of the fine arts, for which he desires a copyright. He must, not later than the day of publication thereof, deliver at the office of the Librarian of Congress, or deposit in the mail addressed to him, two copies of such copyright book or other article, or, in the case of a painting, drawing, statue, statuary, model or design for a work of the fine arts, a photograph of the same.

Copyrights are granted for the term of twenty-eight years from the time of recording the title thereof, and the author, inventor, or designer of the copyright

article, if still living, and a citizen of the United States, or resident therein, or his widow or children, if he be dead, may have the same exclusive right continued for the further term of fourteen years.

A COPYRIGHT IS ASSIGNABLE by an instrument of writing, the assignment to be recorded in the office of the Librarian of Congress within sixty days after its execution, in default of which it is void as against any subsequent purchaser, or mortgagee, for valuable consideration, without notice.

The owner of a copyright is required by the statute to give notice thereof by inserting in each copy, on the title-page, or the page immediately following (if it be a book), or if a map, chart, musical composition, print, cut, engraving, photograph, painting, drawing, chromo, statue, statuary, or model or design, by inscribing upon some visible portion thereof, or of

the substance on which it is mounted, either the words "Entered according to Act of Congress in the year ———, by ———, in the Office of the Librarian of Congress at Washington," or at his option, the word "Copyright," together with the year the copyright was entered, and the name of the party by whom it was taken out. No party failing to comply with this requirement of the statute can maintain an action for the infringement of his copyright.

The Circuit Courts of the United States have sole original jurisdiction of actions under the copyright statute, and have power, upon bill in equity, filed by any party aggrieved, to grant injunctions to prevent violation of copyright, on such terms as the Court may deem reasonable.

The statute likewise provides for the recovery of damages for infringement of copyright, and for the forfeiture by the offending party, to the proprietor, of every

copy of the infringing book (if the case be that of a book), and for sundry other forfeitures in the case of an infringing map, chart, print, cut, etc. Forfeitures under the copyright statute must be enforced by action at law.

We undertake not only the obtaining of copyrights but also the prosecution or defense of suits for infringement of copyright.

COPYRIGHT ABROAD.—Citizens of the United States may obtain copyright in Great Britain, France, Germany, Belgium, Italy and Switzerland, under certain international copyright arrangements with those countries.

Through our correspondents abroad we attend to the securing of copyrights in the countries named.



## FOREIGN PATENTS

It sometimes becomes important to inventors to patent their inventions abroad, as when such inventions are of unusual general value or of especial value in particular countries, or when there are exceptional opportunities of disposing of the Patent rights which may be acquired in foreign countries.

Should an inventor desire to protect his invention abroad, we advise that in all cases he delay making application in foreign countries until the application for the United States Patent has been *allowed*, for the reason that the prosecution of the case in the United States Patent Office is calculated to inform the inventor as to the

real scope of his invention and he may thus determine the breadth to be given to his claims abroad. On the other hand, in procuring foreign Patents, steps should be taken to have the papers prepared and sent abroad during the time allowed for the payment of the final Government fee, and before the issue of the United States Patent, because in some of the most important foreign countries, valid Patents cannot be obtained for inventions which have been published prior to application there.

It is not advisable, however, to delay the payment of the final Government fee for the United States Patent longer than necessary, since there is a possibility of the issue of the Patent here being stopped for an interference with some later application.

On receiving notice, therefore, from a client, whose case has been allowed, that he intends to procure foreign Patents,

immediate attention will be paid to the preparation of the papers, so that there may be no unnecessary delay in the issue of the United States Patent.

The terms of patent protection in some of the principal foreign countries are as follows:

England . . . . .	14 years	Italy . . . . .	15 years
France . . . . .	15 "	Norway . . . . .	15 "
Germany . . . . .	15 "	Sweden . . . . .	15 "
Belgium . . . . .	20 "	Japan . . . . .	15 "
Austria . . . . .	15 "	Canada . . . . .	18 "
Hungary . . . . .	15 "	Mexico . . . . .	20 "
Switzerland . . . . .	15 "	Russia . . . . .	15 "
Spain . . . . .	20 "	Cuba . . . . .	17 "

In most of these countries patentees are required to pay an annual fee or tax so long as they desire to keep the patent in force and there is in most cases a requirement that the patent be commercially exploited in the country where protection is granted.

In the previous editions of this book we have set forth at some length the in-

formation usually required by our clients with respect to the patent laws and practice in the various foreign countries. Owing to the frequent changes in such laws and practice, and the increasing interest taken by our clients in the subject of foreign patents generally, we are about to issue a separate pamphlet on that subject, and have accordingly omitted detailed information here. Those of our clients who desire information as to foreign patents are referred to said "Foreign Patents" pamphlet, which may be had upon application.

## CORPORATIONS

The corporation is frequently resorted to by inventors and patentees as a medium for exploiting their inventions without unnecessary risk. The owner of a patent may desire to exploit the invention himself or he may desire to enlist the aid of others in so doing. In either case it is frequently desirable to incorporate the undertaking in order that in case of failure the amount of liability may be limited to the actual sum agreed to be devoted to the project. The facility with which a corporation can increase its working capital by the sale of stock is another feature peculiarly adapting it for use in the development of inventions. We are prepared to take the necessary steps to secure charters under the laws of the various States and to attend to the various other details connected with

the organization of corporations and other forms of stock companies or joint enterprises, for our clients. The following information is that most frequently desired:

At the common law (that is to say, according to general legal principles independent of statutory provisions) persons associated together in a business enterprise are separately liable for all debts contracted by, or on behalf of, the firm within the scope of its business. Modern legislation has, however, brought forth several forms of association in which the personal liability of the members is limited to the amount which they have agreed to put into the business. Of these forms the corporation is one.

To secure the benefits of incorporation formal application for a charter must be made to the proper authorities, and certain statutory requirements must be fulfilled. The mode of application and the varying requirements in some of the principal incorporating States are as follows:

## PENNSYLVANIA

In Pennsylvania application for a charter may be made by three or more persons, one of whom at least must be a citizen of the State. The capital stock may be any amount and duration for any term of years or perpetual. Any nature of business may be undertaken, but no corporation can transact more than one kind of business, which must be set forth in the charter. Before commencing business ten per cent. of the entire authorized capital stock must be actually paid into the corporate treasury in cash; the balance of the capital stock, or any part thereof, may be issued for property at a reasonable valuation. The incorporating fees are \$30, plus a bonus of one-third of one per cent. of the total amount of capital stock authorized. The annual franchise tax is five mills on the dollar of actual value of the capital stock (excepting so much of the stock as is invested purely in the manufacturing plant within the State).

## NEW YORK

In New York a charter can be obtained by three or more persons, one of whom must be a resident of the State and two-thirds of whom must be citizens of the United States. Capitalization may be for any amount not less than \$500, and the term any number of years. A corporation may be formed for the purpose of carrying on any lawful business. No definite amount of stock need be subscribed for at the time of incorporation, but the capital with which the company will begin business must be stated definitely and be not less than \$500. Until this amount is paid in cash or property the company may not begin business. At least one-half of the total capital must be paid in within one year after incorporation. Stock may be issued for property at such reasonable valuation as the directors may give it. The filing fee is ten dollars and one-eighth of one per cent. of the total amount of



authorized capital must be paid to the State Treasurer upon organization. The annual tax varies according to the amount of dividend declared, and is reckoned on the capital stock employed in the State. If the dividends be six per cent. or more, the tax is one-fourth of a mill for each one per cent. of dividends declared; if the dividends be less than six per cent. the rate is one and one-half mills per one dollar on such part of the capital stock as would equal the proportion of its assets employed within the State.

#### CONNECTICUT

Corporations may be organized in Connecticut by three or more persons for the transaction of any lawful business. The term may be limited or perpetual, and capital stock may be authorized to any amount not less than \$2000. The par value of each share of stock must be not less than \$25. Not less than \$1000 must

be actually paid in before the commencement of business. The cost of incorporating is a fee of about \$5, payable to the Secretary of State, and a franchise tax payable upon incorporation, at the following rate, to wit: 50 cents per \$1000 of authorized capital stock up to \$5,000,000, and 10 cents per \$1000 of stock in excess of \$5,000,000. Stock may be paid for in property at actual value and the *bona fide* judgment of a majority of the directors as to value is conclusive. There is no annual franchise tax.

#### NEW JERSEY

Three or more persons may incorporate in New Jersey and none need be residents of the State. The capital stock may be as large as desired and duration may be for a term or perpetual. Any lawful business may be carried on. The entire capital stock may be issued for property and the *bona fide* judgment of the directors as to

the value of the property will not be reviewed by the Courts. At least one thousand dollars of the stock must be subscribed for before the commencement of business. The incorporation fee is twenty cents for each one thousand dollars of capitalization, but in no case less than \$25. The annual franchise or license tax is at the rate of one-tenth of one per cent. on capital stock actually issued up to \$3,000,000; between \$3,000,000 and \$5,000,000, one-twentieth of one per cent.

#### DELAWARE

The requirements in Delaware are the same as in New Jersey, save that the authorized capital stock must not be less than two thousand dollars. The organization fee is fifteen cents for each one thousand dollars of capitalization, but in no case less than \$20. The annual franchise tax is one-twentieth of one per cent. for all stock

issued up to \$3,000,000. Between \$3,000,000 and \$5,000,000, the rate is one-fortieth of one per cent.

#### MAINE

There must not be less than three incorporators, none of whom need be resident in the State. Authorized capital stock may be any amount, not less than \$1,000, and the duration any period or perpetual. Subscriptions may be paid in property and the directors' judgment as to the value is conclusive in the absence of fraud. No part of the capital need be actually paid in before commencing business. The incorporating fee is \$10 for any amount of authorized capital up to \$10,000; \$50 up to \$500,000; \$10 for each \$100,000 over \$500,000. The annual license fee is \$5 on authorized capital not exceeding \$50,000; \$10 when not over \$500,000; \$25 up to \$500,000; \$50 up to \$1,000,000; \$25 for each additional \$1,000,000.

## WEST VIRGINIA

Five or more persons may incorporate in West Virginia and none need reside in the State. Capital stock may be any amount and the duration fifty years with privilege of renewal. Subscriptions may be paid in cash or property and ten per cent. must be paid at the time of subscription. The fee for incorporating is from \$15 to \$20, plus the first annual franchise tax as follows: Twenty dollars for authorized capital up to \$25,000; \$50 for capital up to \$100,000; and 40 cents additional on each \$1,000 in excess of \$100,000 up to \$1,000,000.

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Additional and more detailed information as to the laws relating to the organization and management of corporations will be furnished upon request.



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