CHAPTER lvi.

An Act for rendering valid certain Letters Patent granted to James Godman Rodgers for an Invention for improvements in rubber tyres for vehicles. A.D. 1901.

[2nd July 1901.]

WHEREAS by Letters Patent under the seal of the Patent Office bearing date the twenty-eighth day of May one thousand eight hundred and ninety-five being the fifty-eighth year of the reign of Her late Majesty Queen Victoria and numbered 10580 Her Majesty did give and grant unto James Godman Rodgers of 94 North Limestone Street Springfield in the county of Clarke State of Ohio in the United States of America manufacturer together with his executors administrators and assigns or any of them (therein and hereinafter referred to as "the said patentee") Her especial licence full power sole privilege and authority that the said patentee by himself his agents or licencees and no others might at all times thereafter during the term of fourteen years from the date of the said Letters Patent make use exercise and vend within the United Kingdom of Great Britain and Ireland and the Isle of Man an invention therein mentioned for improvements in rubber tires for vehicles:

And whereas the said Letters Patent contain a proviso making void the said Letters Patent if the said patentee should not pay all fees by law required to be paid in respect of the grant of the said Letters Patent or in respect of any matter relating thereto at the time or times and in manner for the time being by law provided:

And whereas by section 24 of the Patents Designs and Trade Marks Act 1883 certain fees in respect of the said Letters Patent were payable by ten annual payments which vary in amount spread over a period of thirteen years from the date of the grant of the said Letters Patent and the first of such payments became due on the twenty-eighth day of May one thousand eight hundred and ninety-nine which said annual payment was duly paid:

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And whereas the second of such annual payments became due on the twenty-eighth day of May one thousand nine hundred:

And whereas by an agreement dated the nineteenth day of February one thousand eight hundred and ninety-eight made between the said patentee of the first part and the Whitman and Barnes Manufacturing Company a corporation organised under the laws of the State of Ohio and having its principal place of business at Akron Summit County Ohio in the United States of America the said patentee granted and assigned to the said Whitman and Barnes Manufacturing Company in consideration of the payments and royalties therein reserved and made payable the exclusive right to make use and sell the invention included in the said Letters Patent and it was a provision of such agreement that the Whitman and Barnes Manufacturing Company should make the annual payments to the British Patent Office so payable as aforesaid:

And whereas on the twenty-eighth day of April one thousand eight hundred and ninety-eight the said Whitman and Barnes Manufacturing Company by a letter written on that day instructed Theodore Butler of 149 Queen Victoria Street in the City of London who was then and is now the European manager of the said Whitman and Barnes Manufacturing Company to make the said annual payment which became due in respect of the said Letters Patent on the twenty-eighth day of May one thousand eight hundred and ninety-nine (which payment the said Theodore Butler duly made to the Patent Office through his solicitors) And the said company informed the said Theodore Butler in such letter that it was incumbent upon the company to make the said annual payments due to the Patent Office in respect of the said Letters Patent and enclosed in such letter to the said Theodore Butler a copy of the said Letters Patent with a memorandum on the back thereof of the annual payments and the dates upon which such payments fell due and the amounts of such payments:

And whereas by an agreement dated the third day of August one thousand eight hundred and ninety-eight the Whitman and Barnes Manufacturing Company assigned to Oscar Comte de Nevers trading as the New York Wheel and Rubber Tyre Company for the term of five years all their rights under the said agreement with the said James Godman Rodgers but remained liable under their agreement with the patentee to make the said annual payments in respect of the said Letters Patent to the Patent Office

And whereas in the month of May one thousand nine hundred the said Theodore Butler was engaged as to his whole time in

preparing and looking after the exhibits of the Whitman and Barnes Manufacturing Company at the Paris Exhibition and immediately thereafter was wholly engaged in preparing for and afterwards made a long visit upon business to Russia leaving England for Russia on the sixteenth day of June one thousand nine hundred and not returning until the thirty-first day of July:

And whereas the said Theodore Butler returned to England expressly for the purpose of taking stock and preparing the annual reports for the Whitman and Barnes Manufacturing Company for which purpose he stayed in England about three weeks during the whole of which time he was occupied in so taking stock and preparing his report:

And whereas the said Theodore Butler in the month of August one thousand nine hundred went to America in order to carry on together with other business certain negotiations between the Whitman and Barnes Manufacturing Company and said Oscar Comte de Nevers which negotiations resulted in the Whitman and Barnes Manufacturing Company by an agreement dated the eighth day of October one thousand nine hundred assigning to the said Oscar Comte de Nevers the said agreement with the patentee for the term of five years:

And whereas the said patentee granted by an agreement dated the tenth day of October one thousand nine hundred an exclusive licence direct to the said Oscar Comte de Nevers in consideration of a royalty to be paid to the said patentee:

And whereas on the tenth day of December one thousand nine hundred the said Theodore Butler who had just returned to England from the Continent where he had been engaged in transacting business since his return from America received a letter from the said Comte de Nevers informing him that the said Letters Patent had lapsed through the omission to make the annual payments by law required:

And whereas the said Theodore Butler at once searched in his safe in which the papers relating to the said Letters Patent had been locked during his absence from England and discovered that he had made the grave oversight of omitting to pay the said fees:

And whereas through such oversight of the said Theodore Butler the said patentee will lose the benefit of his Letters Patent:

And whereas the said patentee has incurred considerable expenditure in and devoted much time and labour to the development of the said invention but has received no sufficient or adequate return in respect thereof:

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And whereas the omission to pay the said fee or to apply to the Comptroller within the prescribed period for the enlargement of the time for paying the same arose solely from the circumstances hereinbefore stated and not from any avoidable negligence of the patentee or from any avoidable misconduct on the part of the said patentee:

And whereas the said prescribed fee has now been paid and the total amount of fees (including the prescribed fee for enlargement) due and to become due upon the said Letters Patent has been deposited with the Comptroller and the certificate of the Comptroller to that effect has been lodged in the Office of the Clerk of the Parliaments:

And whereas the said Letters Patent were announced in the Official Journal dated the 12th day of September one thousand nine hundred to have become void on the 28th day of May one thousand nine hundred:

And whereas it is expedient that the said Letters Patent should be rendered valid in manner hereinafter mentioned:

And whereas the purposes aforesaid cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

Letters Patent confirmed.

1. Upon the passing of this Act the said Letters Patent (a true copy of which is set forth in the schedule to this Act annexed) or a duplicate thereof certified by the Comptroller for the purposes of this Act shall be considered deemed and taken to be and to have been as good valid and effectual to all intents and purposes as if all the payments prescribed by the Patents Designs and Trade Marks Act 1883 to be made in respect of the said Letters Patent either before or after the passing of this Act had been duly made or satisfied.

Saving rights.

2. No action or other proceeding shall be commenced or prosecuted nor any damage recovered—

(1) In respect of any infringement of the said Letters Patent which shall have taken place after the date on which the said Letters Patent were officially declared to be void in the Official Journal and before the passing of this Act:

(2) In respect of the use and employment at any time hereafter of any mechanism machine machinery process or any operation

actually made or carried on within the United Kingdom and the Isle of Man or of the use or sale of any article manufactured or made in infringement of the said Letters Patent after the said date and before the passing of this Act Provided that such use sale or employment is by the person or corporation by or for whom such machine or machinery or article was bonâ fide manufactured or made or such process or operation was bonâ fide carried on his or their executors administrators successors or vendees or his or their assigns :

(3) In respect of the use or employment at any time hereafter by the person or corporation entitled for the time being under the preceding subsection to use or employ any machine machinery mechanism process or operation of any improved extended or developed machine machinery mechanism process or operation or of the use or sale of any article thereby manufactured or made in infringement of the said Letters Patent Provided that the use or employment of such improved extended or developed machine machinery mechanism process or operation shall be limited to the buildings works or premises of the person or corporation by or for whom such machine machinery or mechanism was manufactured or such process or operation was made or carried on within the meaning of the preceding subsection his or their executors administrators successors or assigns.

If any person shall within one year after the passing of this Act make an application to the Board of Trade for compensation in respect of money time or labour expended by the applicant upon the subject-matter of the said Letters Patent in the bonâ fide belief that such Letters Patent had become and continued to be void it shall be lawful for the said Board after hearing the parties concerned or their agents to assess the amount of such compensation if in their opinion the application ought to be granted and to specify the party by whom and the day on which such compensation shall be paid and if default shall be made in payment of the sum awarded then the said Letters Patent shall by virtue of this Act become void but the sum awarded shall not in that case be recoverable as a debt or damages.

Short title.

3. This Act may be cited as Rodgers' Patent Act 1901.

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The SCHEDULE referred to in the foregoing Act.

1895. No. 10580.

Victoria by the Grace of God of the United Kingdom of Great Britain and Ireland Queen Defender of the Faith To all to whom these presents shall come Greeting.

Whereas James Godman Rodgers of 94 North Limestone Street Springfield in the county of Clarke State of Ohio United States of America manufacturer hath represented unto us that he is in possession of an invention for improvements in rubber tires for vehicles that he is the true and first inventor thereof and that the same is not in use by any other person to the best of his knowledge and belief:

And whereas the said inventor hath humbly prayed that we would be graciously pleased to grant unto him (hereinafter together with his executors administrators and assigns or any of them referred to as the said patentee) our Royal Letters Patent for the sole use and advantage of his said invention:

And whereas the said inventor hath by and in his complete specification particularly described the nature of his said invention:

And whereas we being willing to encourage all inventions which may be for the public good are graciously pleased to condescend to his request:

Know ye therefore that we of our especial grace certain knowledge and mere motion do by these presents for us our heirs and successors give and grant unto the said patentee our especial licence full power sole privilege and authority that the said patentee by himself his agents or licencees and no others may at all times hereafter during the term of years herein mentioned make use exercise and vend the said invention within our United Kingdom of Great Britain and Ireland and Isle of Man in such manner as to him or them may seem meet and that the said patentee shall have and enjoy the whole profit and advantage from time to time accruing by reason of the said invention during the term of fourteen years from the date hereunder written of these presents And to the end that the said patentee may have and enjoy the sole use and exercise and the full benefit of the said invention We do by these presents for us our heirs and successors strictly command all our subjects whatsoever within our United Kingdom of Great Britain and Ireland and the Isle of Man that they do not at any time during the continuance of the said term of fourteen years either directly or indirectly make use of or put in practice the said invention or any part of the same nor in anywise imitate the same nor make or cause to be made any addition

thereto or subtraction therefrom whereby to pretend themselves the inventors thereof without the consent licence or agreement of the said patentee in writing under his hand and seal on pain of incurring such penalties as may be justly inflicted on such offenders for their contempt of this our Royal command and of being answerable to the patentee according to law for his damages thereby occasioned:

PROVIDED that these our Letters Patent are on this condition that if at any time during the said term it be made to appear to us our heirs or successors or any six or more of our Privy Council that this our grant is contrary to law or prejudicial or inconvenient to our subjects in general or that the said invention is not a new invention as to the public use and exercise thereof within our United Kingdom of Great Britain and Ireland and Isle of Man or that the said patentee is not the first and true inventor thereof within this realm as aforesaid these our Letters Patent shall forthwith determine and be void to all intents and purposes notwithstanding anything hereinbefore contained PROVIDED also that if the said patentee shall not pay all fees by law required to be paid in respect of the grant of these Letters Patent or in respect of any matter relating thereto at the time or times and in manner for the time being by law provided and also if the said patentee shall not supply or cause to be supplied for our service all such articles of the said invention as may be required by the officers or commissioners administering any department of our service in such manner at such times and at and upon such reasonable prices and terms as shall be settled in manner for the time being by law provided then and in any of the said cases these our Letters Patent and all privileges and advantages whatever hereby granted shall determine and become void notwithstanding anything hereinbefore contained PROVIDED also that nothing herein contained shall prevent the granting of licences in such manner and for such considerations as they may by law be granted AND lastly we do by these presents for us our heirs and successors grant unto the said patentee that these our Letters Patent shall be construed in the most beneficial sense for the advantage of the said patentee.

IN WITNESS whereof we have caused these our Letters to be made patent this twenty-eighth day of May one thousand eight hundred and ninety-five and to be sealed as of the twenty-eighth day of May one thousand eight hundred and ninety-five.

H. READER LACK
Comptroller-General of Patents.

Seal of the Patent Office

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