

In Newfoundland a patent becomes null and void, if in an action for infringement a verdict is returned and judgment entered for the defendant on proof that the specification filed by the plaintiff does not contain the whole truth relative to the invention or discovery therein alleged to have been made by the plaintiff, or that it contains more than is necessary to produce the described effect (which concealment or addition appears to have been made for the purpose of deceiving the public), or that the thing, invention or discovery thus secured by letters patent was not originally discovered by the patentee, but had been in use or had been described in some public work anterior to the supposed invention or discovery of the patentee, or that he had surreptitiously obtained letters patent for the invention or discovery of some other person.

SURRENDER OF PATENTS.

In the United Kingdom and in Australia a patentee may at any time, by giving notice in the prescribed manner to the Comptroller or the Commissioner, offer to surrender his patent, and the Comptroller or Commissioner may, after giving notice and hearing all parties who desire to be heard, accept the offer and thereupon make an order for the revocation of the patent. In the United Kingdom the decision of the Comptroller is subject to an appeal to the Court.

IMPROPER CONDITIONS IMPOSED BY PATENTEES.

Section 38 of the Patents and Designs Act, 1907, contains provisions prohibiting the insertion in any contract relating to the sale, or lease, or licence to use or work any patented article or process, conditions, the effect of which will be :—

- (a) To prohibit or restrict the purchaser, lessee, or licensee from using any article or class of articles, whether patented or not, or any patented process, supplied or owned by any other person than the seller, lessor, or licensor, or his nominees; or
- (b) To require the purchaser, lessee, or licensee to acquire from the seller, lessor, or licensor, or his nominees, any article or class of article not protected by the patent.

Any such conditions are declared by the Act to be null and void, as being in restraint of trade and contrary to public policy. This prohibition does not, however, apply if :—

- (i.) The seller, lessor, or licensor proves that at the time the contract was entered into the purchaser, lessee, or licensee had the option of purchasing the article or obtaining a lease or licence on reasonable terms, without the above conditions; and
- (ii.) The contract entitles the purchaser, lessee, or licensee to relieve himself of his liability to observe any such condition on giving the other party three months' notice in writing and on payment in compensation for such relief in the case of a purchase of such sum, or in the case of a lease or licence of such rent or royalty for the residue of the term of the contract, as may be fixed by an arbitrator appointed by the Board of Trade.

The same section enables any of the contracts relating to patented articles or patented processes, whether made before or after the passing of the Act, to be determined at the option of either party at any time after the patent, or all the patents by which the article or process was protected at the time of making the contract, has or have ceased to be in force, the party determining the contract being liable to pay such compensation as may be awarded by an arbitrator appointed by the Board of Trade.

Similar provisions have now been incorporated in the law of Australia; except that the arbitrator is appointed by the "Minister" instead of by the Board of Trade.

RESTORATION OF LAPSED PATENTS.

In the United Kingdom and in Australia when any patent has become void from the failure of the patentee to pay any fees within the prescribed time, the patent may be restored by the Comptroller or the Commissioner if it can be shown that the omission was unintentional, and no undue delay has occurred in applying for the restoration. The order restoring the patent may not, however, be made until the application for restoration has been advertised in the prescribed manner,