

REPORTS OF CASES IN HOUSE OF LORDS AND PRIVY COUNCIL, WHICH, THOUGH NOT ORIGINATING IN SCOTLAND, DEAL WITH QUESTIONS OF INTEREST IN SCOTS LAW.

HOUSE OF LORDS.

Monday, May 14, 1906.

(Before the Lord Chancellor (Loreburn), Lords Macnaghten, James of Hereford, Davey, Robertson, and Atkinson.)

DENABY AND CADEBY MAIN COLLIERIES, LIMITED *v.* YORKSHIRE MINERS' ASSOCIATION AND OTHERS.

(ON APPEAL FROM THE COURT OF APPEAL IN ENGLAND.)

Trade Union—Principal and Agent—Liability of Trade Union for Illegal Actions of Officials of Branch.

Where, in breach of existing contracts between employers and employees, the officials of a branch of a trade union brought about a strike contrary to the rules and regulations of the trade union as a whole, *held* that the latter was not liable in damages to the employers for the wrongful actings of the officials of the branch.

Trade Union—Grant of Strike Pay Contrary to Rules of Union—Title of Employers to Sue for Damages.

The central council of a trade union, in contravention of the rules and regulations of the union, granted strike pay to miners out on strike.

Held that the employers of the miners had no title to sue the trade union for damages, the wrong committed by the central council being one committed against its own members in dissipating their funds, and not against the employer, who had no interest in the funds.

Appeal from a decision of the Court of Appeal (COLLINS, M.R., MATHEW and COZENS-HARDY, L.J.J., COLLINS, M.R., in part dissenting), dated the 19th May 1905, which set aside the verdict of a special jury, dated the 8th February 1904, and the judgment of LAWRENCE, J., dated the 13th February 1904.

The appellants, plaintiffs in this action, were extensive colliery owners in Yorkshire.

The Yorkshire Miners' Association was a trade union, registered under the Trade Union Act 1871.

The defendants Cragg and Kaye were trustees of the association; and Wadsworth was the vice-president, and Hall the treasurer; other defendants were officials of the association or of one of the branches.

In June 1902 a strike began at the appellants' collieries under circumstances which are fully set out in the judgment of the Lord Chancellor, and it lasted till March 1903.

In the present action the plaintiffs claimed (1) Damages for illegally paying away the funds of the defendant association in contravention of its rules, to the injury of the plaintiffs, for the purpose of wrongfully and maliciously procuring and inducing workmen employed or formerly employed by the plaintiffs to break contracts with the plaintiffs, and not to enter into contracts with them, and unlawfully to remain in possession of the plaintiffs' houses, and to prevent the plaintiffs from carrying on their business of colliery proprietors, and for other illegal purposes, and for carrying on by unlawful means a strike of the plaintiffs' workmen; (2) damages for wrongfully and maliciously conspiring with workmen formerly employed by the plaintiffs to do and cause the acts aforesaid; (3) an injunction to restrain the defendants from unlawfully paying away the funds of the defendant association in contravention of the rules of the defendant association, and from the commission of the acts aforesaid.

The questions left to the jury at the trial and their answers thereto were as follows—(1) Did the defendants Nolan and Humphries, or either of and which of them, unlawfully and maliciously procure the men to break their contracts of employment by going out on strike on the 29th June without giving notice?—(A) Yes. (2) If you answer the first question in the affirmative, then were Nolan and Humphries, or either and which of them, in so doing purporting to act as agents of the association and for its benefit?—(A) Yes. (3) Did the members of the committees of the Denaby and Cadeby branches, or any of them, unlawfully and maliciously procure the men to break their contracts of employment by going out on strike on the 29th June without giving notice?—(A) Yes. (4) If you answer the third question in the affirmative, then were the members of the committees in so doing purporting to act

as agents of the association and for its benefit?—(A) Yes. (5) Did the defendant association, by its executive council or by its officials, ratify the acts of Nolan and Humphries, or of the members of the committees, in so procuring the men to break their contracts?—(A) Yes. (6) Did the defendant association by its officials or by the members of the committees of Denaby and Cadeby branches maintain or assist in maintaining the strike by unlawful means, that is to say—(a) By molesting or intimidating men who were working for the plaintiffs with a view of inducing them to cease from so working?—(A) Yes. (b) By inducing or attempting to induce men who were willing to enter into contracts of service with the plaintiffs or to work for them, to refrain from so doing?—(A) Yes. (c) By the grant of strike pay against the rules of the association?—(A) Yes. (7) Did the defendants Wadsworth, Parrott, Frith, and Hall, or any and which of them, maintain or assist in maintaining the strike by unlawful means—that is to say, by any and which of the above means?—(A) Not personally, but as servants of the association. (8) Did the defendants or any and which of them conspire with each other, or with workmen in the employ of the plaintiffs, to do any and which of the matters mentioned in question 6?—(A) Yes. (9) Did the defendants or any and which of them unlawfully and maliciously conspire together, and with workmen formerly in the employ of the plaintiffs, to molest and injure the plaintiffs in the carrying on of their business, and were the plaintiffs so molested and injured?—(A) Yes.

Thereupon judgment was entered on the 13th February 1904 for the appellants, with costs, the inquiry as to damages being stayed by consent of all parties.

This decision was reversed by the Court of Appeal. But COLLINS, M.R., held that LAWRENCE, J., was justified in leaving the matter to the jury, and that it was impossible to enter judgment for the defendant association. In his opinion there was no misdirection, and the plaintiffs were entitled to retain their verdict in respect of the causes of action dealt with in question 6 and the following questions.

The plaintiffs appealed to the House of Lords.

At the conclusion of the arguments their Lordships took time to consider their judgment.

On May 14 their Lordships gave judgment as follows:—

LORD CHANCELLOR (LOBURN) — The litigation out of which this appeal comes relates to a strike at the Denaby and Cadeby Collieries which began on the 29th June 1902 and ended about the month of March 1903. It will be convenient to summarise at the outset the main facts which led to this dispute. For some years before 1902 there had been a controversy between employers and workmen at these collieries in regard to the rate of payment for removing what is called bag dirt. The controversy related to the price list obtaining in these particular collieries and not

elsewhere, though the men had the sympathy of the defendant association and of their secretary the late Mr Pickard, who assisted them in negotiating for a settlement. In fact, however, no satisfactory settlement was reached. On the 14th June 1902 another dispute, not confined to these collieries, but applying to all the collieries in the defendant association, was for the time ended by the casting vote of Lord James of Hereford after a meeting of the Conciliation Board. Lord James awarded, to use a phrase sufficiently accurate for the present purpose, a reduction in wages of 10 per cent. It is said that the men at the two collieries were dissatisfied with this award. In that condition of things, when some bitterness undoubtedly existed, on Saturday the 28th June certain officials of the Denaby and Cadeby branches of the defendant association summoned a meeting of the men in both collieries for the morning of Sunday the 29th June. Only 400 or fewer out of 5000 attended the meeting. It was addressed by officials of both branches, and they advocated an immediate strike. Unhappily the men followed this advice and passed a resolution to stop the wheels. Pickets were placed, and on the night shift of that Sunday, the 29th June, all except four refused to work. On Tuesday the 2nd July one of the four was assaulted in a cowardly fashion and then the other three ceased working also. Few, if any, of the others worked from the 29th June until the end of the strike in the following March. Inasmuch as the men were all working under contracts which could not be terminated except after fourteen days' notice, it is manifest that the abrupt cessation of work on the 29th June involved a breach of contract and was unlawful. This was fully recognised by the council of the defendant association, to which many of the strikers belonged. I shall discuss later on the relations between the Denaby and Cadeby branches of the association and the association at large. At present it is enough to say that the council of the association constituted its supreme governing body and controlled its funds. At this stage the council refused to maintain the strike by giving strike pay. Further, they sent representatives at once to the two collieries and they told the men that they had acted illegally in breaking their contracts and must return to work, and that they could take a ballot according to the rules of the association to decide whether they should resume the strike after working out their fourteen days of contract service. The men consented, and but for an accident would have resumed work. In August 1901 the Home Secretary had issued some new regulations in regard to timbering which, rightly or wrongly, were by some persons supposed to be *ultra vires*. Those who had been employed in these two collieries before August of 1901 had signed contracts which left them free to contest the legality of these regulations because the regulations were not embodied in their contracts and therefore had no contractual force upon them. When on

the 17th July 1902 the workmen offered to resume work in compliance with the advice of the defendant association they were required to sign fresh contracts in accordance with the practice always observed in those collieries in regard to workmen who had been absent from their work. These fresh contracts expressly embodied the new regulations of the Home Secretary and the men declined to sign them, a proceeding in which they were supported not only by the officials of their branches but also by the officials of the defendant association. Accordingly the strike continued. After this incident the council of the association treated the case no longer as a case of strike but of lock-out, and asserted that they were entitled under the rules of the association to grant at these two collieries strike pay. Strike pay was granted by the defendant association from the 24th August (dating back to the 17th August 1902) down to February 1903, when one Howden, a member of the association, obtained an injunction against the association prohibiting any further grant of strike pay on the ground that the rules did not admit of this payment under the circumstances. That view was upheld on an appeal to this House—*Yorkshire Miners' Association v. Howden*, 92 L. T. Rep. 701, (1905) A.C. 256. As soon as the injunction was granted the men in both collieries submitted, and the strike ended in March 1903. After the strike ended the Denaby and Cadeby Main Collieries Limited brought this action. Though there were many defendants, the chief purpose was to fix the defendant association, who alone were in the position to pay damages, with a liability for the loss that had been incurred by the plaintiffs. For the present therefore I will deal with the case only so far as it relates to the defendant association. The pleadings are of great length and state the contentions in various forms, but after the evidence had been given counsel for the plaintiffs asked the learned Judge to leave nine questions to the jury. Counsel for the defendants, alleging that there was no evidence to go to the jury, refused either to suggest questions for themselves or to take responsibility for those suggested on behalf of the plaintiffs. The learned Judge accordingly left to the jury all the nine questions as they stood. The jury answered all of them in favour of the plaintiffs, and they embody the ultimate form in which the case against the defendant association was shaped. Taken from this source, the first head of claim by the plaintiffs may be stated as follows—The defendants Nolan and Humphries unlawfully and maliciously procured the men to break their contracts of employment by going out on strike on the 29th June without giving notice. In so doing Nolan and Humphries purported to act as agents of the defendant association and for its benefit. The members of the committees of Denaby and Cadeby branches of the defendant association also unlawfully and maliciously procured the men to break their contracts of employment by going out on strike on the 29th June without giving

notice. They also, in so doing, purported to act as agents of the association and for its benefit. And the defendant association, by its executive council or by its officials ratified these acts of Nolan and Humphries or of the members of the committees. In short, the plaintiffs say that the defendant association by its agents instigated the commencement of the strike and ratified the acts of its agents in procuring the breach of contract. This head covers questions 1 to 5 inclusive. Now it is quite clear that the central council did not know that the strike had begun till Monday, the 30th June. When they heard of it they at once declared that it was illegal. If we yielded to the suggestion that the strike of the 29th June must nevertheless, from its very suddenness, have been engineered by the central council behind the scenes, we should be acting on pure imagination. Nor can I see any evidence that the persons who procured the men to break their contract purported to act as agents of the defendant association, or that the latter at any time ratified that proceeding. All the evidence is that the breach of contract was from beginning to end disapproved at headquarters. Another view, however, was presented in regard to this first period. Mr Banks contended that Nolan and Humphries, delegates of the two branches, and the committees of the two branches, had, as the jury found, in fact procured the strike on the 29th June in breach of contract, and that the defendant association was under its constitution and rules liable as principals for this wrongful conduct of their agents apart from any ratification. It is necessary to ascertain the relations of the association with its branches and their respective officials in order to decide this point of agency. In substance the position is as follows—The defendant association comprises about 150 branches, extending, we were told, over Yorkshire and the Midlands. The Denaby branch and the Cadeby branch consist of men working at each of these two adjoining collieries, both belonging to the same owners, and, I suppose, roughly speaking, that each branch in the association consists of men working in the same colliery or under the same employers. Certainly in the present case it is so. Every member of the association contributes according to a fixed scale to its funds. These funds are collected by the branch, and after defraying its local expenses the balance is handed over to the association to be applied in paying the general expenses, the benefits, such for example as funeral allowances, and also, in case of need, in maintaining a strike. There are branch officials elected by members of the branch, and central officials of the association elected by the branches. The supreme government of the association is vested in the council (central council I will call it), which consists of officials, the president, two secretaries, the treasurer, and also of delegates, one from each branch, each with a voting power proportioned to the number of members in the branch. It is unnecessary to mention the central executive com-

mittee, which only acts on emergencies in the interval between council meetings and has no authority in regard to strikes. Besides these central bodies, each branch has a committee of its own, consisting of persons elected by members of the branches. Careful provisions are to be found in the rules dealing with the rights and duties of the association and the branches respectively in case of strikes and lock-outs, and for a very obvious reason. Strikes or lock-outs may be, and generally are, local in their character, and are caused by disputes relating to the local conditions of service. If one branch were able without control to call out its members on strike in consequence of a local dispute, and to claim the financial support of the entire association as a matter of right, then the caprice or folly or selfishness of a few men might dissipate the common funds of all. Hence the necessity for strict rules. No branch is allowed to strike unless two-thirds of its members, voting by ballot, so determine, nor unless three-fourths of the members composing the branch record their votes, and even if that majority is procured the members of the branch are entitled to strike pay only "if the employers refuse to remedy their grievances, and after all proper and peaceful means have been tried to effect a settlement by deputations from members with the advice and assistance of the council, and such member or members be permitted to cease work by the sanction of the association in accordance with the rules." Another rule authorises a registered vote to be taken throughout the entire association whenever any number of branches, numbering one-fourth of the council, demand such vote on (among other things) "the adoption or prolongation of a strike." The net result of these provisions is that all strikes of a branch are prohibited unless the prescribed majority of branch members is obtained; that no strike pay is to be granted unless the strike be sanctioned by the council after peaceful efforts have been exhausted, but that a plebiscite of the entire association may adopt a strike after it has commenced. On the other hand, if any branch is locked out in consequence of any action lawfully taken by the association to remedy grievances the men are entitled to maintenance equal to strike pay. Can it be said in the face of these rules that the association is liable in damages for the action of delegates or of branch officials or committees in procuring a strike (whether accompanied or not by breach of contract) without a ballot, without the sanction of the council, and without a registered vote of the entire association? In my opinion the association is not so liable. The delegates are agents of the branches to represent them in the council. When acting in the council they are agents of the entire association, to do the business of the council. They are not agents of the association to represent it or act for it in their localities, either as to strikes or other matters. Branch officials and committees are elected by members of the branch who

are engaged in a common service under one particular employer. If they quarrel with the employers about the conditions of their service they have a right to strike. The association does not confer that right, which is derived from the general law, but it restricts the right by rules requiring a prescribed majority as the indispensable preliminary. I do not see how either the officials or committees thereby become agents of the association to procure a strike, even if it were lawful and regular, still less to procure it contrary to the rules and contrary to the law in breach of existing contracts. It is true that on certain conditions the association is bound to furnish strike pay. Will that circumstance create the agency for which Mr Bankes contends? I will suppose that the employers also are members of an association of coalowners, as we were told that they are, and that the coalowners' association bind themselves to support each other with money in the event of any one member locking out his workmen after certain conditions have been observed. If such member locked out his men without giving the notice prescribed by contract it would seem very strange to suppose that the other members were liable to damages for an act over which they have no control, and one which was contrary to the conditions. Yet the cases are precisely the same. In my opinion the first head of claim entirely fails. The second head of claim advanced by the plaintiffs is to be found in questions 6, 7, and 8, and relates, not to the initiation of the strike, but to its maintenance by the defendant association after it had been commenced. It amounts to this—that after the strike had commenced the defendant association, by its officials, or by the members of the committees of Denaby and Cadeby branches, assisted and maintained the strike by means of intimidation in order to prevent the men who were still working from continuing to work, by inducing others not to enter plaintiffs' service, and by granting strike pay against the rules of the association. It is also charged as appears by question 8, against all the defendants, that they conspired with the other defendants, or with the plaintiff's workmen, to do all these things. This latter point really adds nothing to the charge, and in no case could any judgment be entered in respect of the eighth question, because the answer leaves it quite open which of the many defendants were guilty, and of which, among the several accusations made against them, any of the defendants were guilty. I find no evidence in support of any material part of this charge against the defendant association. That also was the view of the Court of Appeal, though Collins, M.R., dissented. As to the charge that the central council granted strike pay against the rules of the association, that is certainly true, and the fact is finally established in *Yorkshire Miners' Association v. Howden* (1905), A.C. 256. The association was restrained at the instance of one of its members from applying its funds for strike pay upon the ground that

such payment was not authorised by the rules. I fail to see how the fact that the rules were contravened can confer upon the plaintiffs any ground of action which otherwise they would not have possessed. The wrong committed by the central council of the association was against its own members in dissipating their funds, not against the employers who had no interest in the funds. Had the rules permitted it, the grant of strike pay would have given the plaintiffs no cause of action. It seems a novel argument that they should acquire a right of action from the fact that the money so paid was derived by breach of trust from the funds of the association whom they sue. It is an attempt by persons who are no parties to the trust to sue for breach of it those who are parties. The third and last head of claim was formulated in the ninth question put to the jury, which runs as follows:—"Did the defendants, or any and which of them, unlawfully and maliciously conspire together, and with workmen formerly in the employ of the plaintiffs, to molest and injure the plaintiffs, and were the plaintiffs so molested and injured?" To this question the answer of the jury was "Yes." Here, again, no judgment could be entered against any defendant upon this answer, for the simple reason that the jury have not informed us which of the defendants took part in the conspiracy. In the view, however, that I take, this circumstance will not affect the result. The question itself relates entirely to an alleged conspiracy after the commencement of the strike to which workmen formerly in the employment of the plaintiffs were parties. No unlawful methods were used by the defendant association or sanctioned by it. And if we were to hold that those who maintained the strike by helping with money the men on strike and their families are liable in damages merely because it caused loss to the employers, we should in effect be saying that every strike is an actionable wrong. Accordingly I am of opinion that no case has been established against the defendant association. In regard to the other defendants, Nolan and Humphries suffered judgment to go by default, and are not before your Lordships' House. The remaining defendants and the representatives of those who are deceased have hardly been the subject of attack in this House, and no separate argument directed against one or more of them apart from the defendant association has been advanced. It is sufficient to say that their case stands upon substantially the same footing as the defendant association, and that in regard to them, also, I think that the judgment of the Court of Appeal ought to stand.

LORD MACNAGHTEN—I entirely concur in the judgment of the Lord Chancellor, and I do not think that I can usefully add anything to it.

LORD JAMES OF HEREFORD—[After going through the facts of the case his Lordship continued as follows.] It should be noted that before any strike pay was voted the

contracts of service between the employers and workmen had terminated. The men had absented themselves from their work for a fortnight, and it was proved that an absence of some two or three days was regarded as establishing a discontinuance of service. "The strike" had thus commenced, but this word is of an artificial character, and does not represent any legal definition or description. The legal effect of what had occurred was that the men had wrongfully left their employment without giving the necessary fourteen days' notice; that therefore the contract between them and their employers was broken, and that the latter had the right to treat, and did treat, the different contracts of service as at an end. They also required, as I have said, that if the men sought to return to their work they must do so under fresh contracts of service, which the men refused to recognise, and thus the non-employment and the idleness of the mine continued until January 1903. Now, in respect of the period from the 29th June to the 15th July the members of the Court of Appeal were unanimous in holding that no liability attached to the trade union central body, and in such view I concur. I do so because I think that there is nothing to be found in the rules that makes the officers of the branches the agents of the central body, and also because I can find no evidence from which it can be shown that authority was given to the branches to act between those dates as such agents. But the determination of the case is not yet arrived at. It was further contended on the part of the plaintiffs that the acts of the defendants' union in granting strike pay and some individual acts established liability on account of what was termed maintaining the strike existing at the Denaby and Cadeby Collieries. Importance must be attached to this argument in consequence of the judgment given by Collins, M.R., upon the point thus raised. In relation to it consideration should be given to the meaning of the term "maintaining the strike." If one assists in procuring the commission of an unlawful act, doubtless liability follows; and so, if the defendants had done anything by assistance or otherwise to induce the branch workmen to break their contracts, the union would have been liable. But no such inducing to break a contract was proved. When the assistance was given—that is, when strike pay was voted—the unlawful acts had, as I have already stated, been committed, all the contracts of employment were terminated, and employers and employed were in respect of contracts entirely unconnected. So that the effect of the grant of strike pay was not to cause or induce the commission of an unlawful act, but to place the workmen in the position of being able to maintain themselves without entering into a new contract of labour with the plaintiffs or with anyone else. This is no more than the subscribing to a strike fund. Within the last few years we have had instances of the public contributing largely towards the maintenance of men who had ceased to work under condi-

tions which constituted what is called a strike. Were these subscribers liable to an action? It seems to me that they were not—even if the workmen had broken their contracts. Some other grounds of liability were alleged, but may be briefly dealt with. It was urged that the money of the union was unlawfully expended when applied to the strike pay granted. That may be so as between the members of the union and those who made the grant, so that an injunction could be obtained to restrain such payments. But this faulty application does not confer any cause of action upon the plaintiffs who have no interest in the money misapplied. If the subscribing to a so-called strike fund is legal, the source from which the money subscribed is derived, however tainted, cannot create illegality. I concur also in the judgment given in the Court of Appeal that no acts of molestation were brought home to the union, and also that there was no legal ratification of the acts of the branch officials by the central body. In relation to the liability of Parrot, Wadsworth, and Hall, I think it follows that of the union. Those men were not guilty of independent tortious acts. Nolan and Humphries did not appear, and must be held to be liable, but probably that liability is of no importance to the plaintiffs. For these reasons I think that the judgments of the majority of the Court of Appeal must be affirmed.

LORD DAVEY—I had prepared a judgment, but I find myself in such complete agreement with my noble and learned friends who have already addressed the House that it is not necessary for me to say anything more.

LORD ROBERTSON—I agree that this appeal should be dismissed, and I shall add a few words on that part of the case on which the Court of Appeal was not unanimous. From the first part of the case, however, I carry forward this, which is my ground of judgment upon it, that the branch officials were not, as such, officers or agents of the respondent association; and this must be kept steadily in view on the question of maintenance, and indeed directly affects it. We start, then, with this—that the respondents were not responsible for the original breach of contract or for those who caused it; and, in fact, although on a somewhat narrow ground, they disapproved of what was done on the 29th June. Now, I do not propose to decide, and have no occasion to decide, more in favour of the respondents than that on the specific questions to which the findings of the jury on maintenance relate the appellants have not established liability. Those findings are in answer to the sixth question and are lettered A, B, and C, and I shall consider C first as it charges the only act which the association is said to have done directly by itself, viz., the grant of strike pay. Now this grant was never made except to men whose contracts were at an end; and the payment was therefore not to induce men to break contracts, but to induce them not to enter into new con-

tracts. So far there is no illegality. Nor do I see how the fact that the payment of this strike pay was held to be a violation of the internal constitution of the association turns it into an invasion of any right of third parties like the appellants. The answer to the charge lettered B (inducing or attempting to induce men who were willing to enter into contracts of service with the appellants, or to work for them, to refrain from so doing) is that it is not a legal wrong. The question lettered A charges the respondents with molesting or intimidating men who were working for the appellants with a view of inducing them to cease from so working. The theory upon which this charge is made can only be that by giving financial support to the strike the respondents made themselves liable for all that was done during the strike by the officers of the branches. I am unable to adopt that view, and I do not find any other valid ground for attaching such liability. The ninth query raises substantially the same question under the form of conspiracy, for the *media concludendi* are in substance the same. The answers to the seventh and eighth queries are hopelessly ineffective for the reason given by my noble and learned friend the Lord Chancellor.

LORD ATKINSON—The law and the facts have already been so fully dealt with by my noble and learned friends that I will only say that I fully concur with the judgment of Cozens-Hardy, L.J., in the Court of Appeal.

Judgment of the Court of Appeal affirmed, and appeal dismissed.

Counsel for the Appellants—Eldon Bankes, K.C.—Lush, K.C.—H. T. Waddy. Agents—Johnson, Weatherall, & Sturt, Solicitors.

Counsel for the Respondent Association—R. Isaacs, K.C.—Danckwerts, K.C.—Clement Edwards. For the other Respondents—Atherly Jones, K.C.—S. T. Evans, K.C.—Compston. Agents—Corbin, Greener, & Cook, Solicitors.

HOUSE OF LORDS.

Tuesday, June 19.

(Before the Lord Chancellor (Loreburn), Lords Davey, James of Hereford, Robertson, and Atkinson.)

BADISCHE ANILIN UND SODA
FABRIK v. HICKSON.

(ON APPEAL FROM THE COURT OF APPEAL
IN ENGLAND.)

*Patent — Infringement — Construction —
“Exercise and Vend” — English Sale —
Delivery Abroad.*

Where letters-patent in ordinary form conferred on a patentee the right to make, use, exercise, and vend an invention within the United Kingdom,