

PATENT, VALIDITY OF—DISCONFORMITY BETWEEN PROVISIONAL SPECIFICATIONS—  
INCOMPLETENESS OF SPECIFICATION—DISTINCTION BETWEEN DISCOVERY  
AND INVENTION.

In *Lane, Fox v. Kensington & Knightsbridge Electric Light Co.* (1892), 3 Ch. 424, the Court of Appeal (Lindley, Lopes, and Smith, L.JJ.), affirming a judgment of Smith, J., held a patent void because the completed specifications were for a different invention from the original specifications, and because the invention was not, when the patent issued, used for the main purpose designated, and also because the specifications were insufficient to enable an expert of ordinary competence and skill to carry it out without further experiment and invention. Lindley, L.J., also makes some interesting observations on the difference between invention and discovery, and lays it down that the mere discovery that a known machine can produce effects not before known to be producible by it is not patentable. To entitle a person to a patent, he must make some addition, not only to knowledge, but to previously-known inventions, and must produce either a new and useful thing or result, or a new and useful method of producing an old thing or result. "On the one hand, the discovery that a known thing can be employed for a useful purpose for which it has never been used before is not alone a patentable invention; but, on the other hand, the discovery how to use such a thing for such a purpose will be a patentable invention if there is novelty in the mode of using it, as distinguished from novelty of purpose, or if any new modification of the thing or any new appliance is necessary for using it for its new purpose, and if such mode of user, or modification, or appliance involves any appreciable merit."

CONTRACT—ARBITRATION—AGREEMENT THAT AWARD SHALL NOT BE IMPEACH-  
ABLE FOR FRAUD—PUBLIC POLICY.

In *Tullis v. Jacson* (1892), 3 Ch. 441, the question was raised whether a stipulation in a building contract that disputes should be referred to the arbitration of the architect, and that his award should not be impeachable on any "pretence, suggestion, charge, or insinuation of fraud, collusion, or confederacy," was valid. It was contended by the plaintiff that it was contrary to public policy, and that he was entitled to impeach the certificate for fraud on the part of the architect; but Chitty, J., although of