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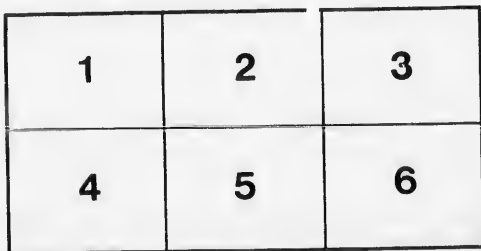
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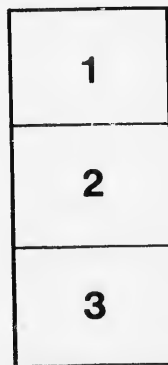
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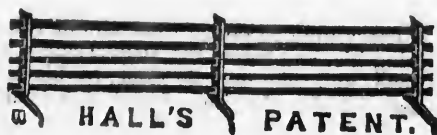
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FIVE YEARS
A CANADA PATENTEE.

In 1859, I, SAMUEL HALL, of Wellesley, now of Toronto, did invent a Portable Straight Farm Fence, and obtained a Patent Right of Property in the said Invention, with the following promises from my Government:—

“WE, THE GOVERNMENT, do, by these Presents, for us, our heirs and successors, require and strictly command all and every person or persons, bodies politic and corporate, and all our subjects within our said Province of Canada, that neither they nor any of them, at any time during the continuance of the said term of fourteen years hereby granted, either directly or indirectly, do MAKE USE, or put in practice the said Invention, or any part of it; nor make, or cause to be made, any ADDITION thereto, or SUBTRACTION therefrom, without written License from the said Patentee, upon pains and penalties, as can or may be justly inflicted on such offender or offenders, for their contempt of this OUR ROYAL COMMAND; and further, to be answerable to the said Patentee, his heirs and successors,” for damages.

The Patent Law seems to be all that a Patentee could ask for, and yet the Patentee suffers more than any other class; one reason is, that all other *Property* can be locked up or watched; but Patent Property is in the possession of every man that sees it, or the plan of it. It is impossible to have access to all private places where it may be made and used. In its proper place, I will give the name of a man on whose farm I saw an infringement of my Patent. I asked his permission to let me bring a man to see it, and he would not, but threatened us with prosecution, so that I could not get witness to prove it.

Our Patent Law has a *defect*, or else it is misunderstood, and the Patentee suffers great loss by it.

What a Patentee wants is the same privileges as men have for the recovery and damages to other kinds of *Property*—a privilege to identify by oath before a Justice of the Peace, that the article is made in part or whole on his Patent Plan of Invention, without Licence from him; then, if the infringer, or supposed infringer, cannot give proof before the Justice of Peace, that he has a Lawful Right to make and use the said Invention, by showing that he had it before the date of said Patent, or show that it was in public use, or described in some public print. If he cannot prove his

claim to it, and is not willing to satisfy the claim of the Patentee, he have the privilege to bring his case before the High Courts, by giving security for the damages done, and that may be done, by his continuing to make and use the said article before the time of trial; this would be a great benefit to the Patentee.

In 1859, I set my Fence at the Market in Toronto, that all might see it, and took my stand by it, and there it is standing *for five years* without any man being able to make one Improvement on it.

To bring out competition, I offered \$20, then \$25, then a Township Right to any man who would make as good on any other plan—

“COST, CONVENIENCE AND DURABILITY THE TEST.”

I hereby certify, that SAMUEL HALL, of Toronto, was awarded First Prize for a FARM FENCE, at the last Provincial Exhibition, in Hamilton, in 1864.

HUGH C. THOMSON,
Secretary Board Agriculture of Upper Canada.

At the Union Exhibition, held in the City of Toronto, in the Autumn of 1864, Mr. SAMUEL HALL was awarded a DIPLOMA for his Patent “PORTABLE FARM FENCE”—that being the highest Prize within the Committee to give.

W. EDWARDS,
Secretary.

Mr. SAMUEL HALL, of Toronto, is exhibiting in the Market, opposite the City Scale, a Patent Fence. It is very simple in construction; alleged to be the cheapest ever made, and is highly approved by the farmers who have examined it.—*Toronto Globe*. (This was in 1860.)

The farmers were well pleased with the Fence, and with the price. I charged for Farm Rights \$2 for 100 acres—\$3 for 200 acres. If the farmer was poor, I gave it free. The farmers advised me not to sell County Rights to speculators; they were afraid that speculators would take advantage of it; for a Patent Right is like nothing else—there is only one to get it of; if it is useful he may ask what he pleases for it. I promised the farmers that I would not sell to speculators; the farmers and I did not see any necessity to let a third party have a profit out of it.

In 1860, rich and practical farmers were buying Rights, as my book will show. It was then believed that in a short time every farmer in Canada would have it. I believed it from the time I invented it. I said in my first

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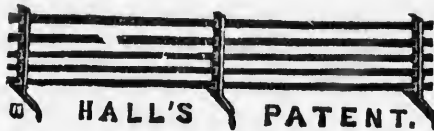
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advertisement, that there never would be an improvement made on it by any man.

Seeing I had secured the EXCLUSIVE RIGHT OF PROPERTY in an Invention that every farmer in Canada would have, as soon as I could show them its worth. I mortgaged my Farm, and set up the Manufacture of my Fence and Boring Machines, in a shop, 437 Yonge Street, Toronto. When my prospects were bright, I concluded to give all the profits of my Fence to the poor. Sometime in June, 1859, I went to see the Toronto Hospital; I wrote my name in a book, and was shown through the different apartments. The Steward informed me that there was plenty of room, but not means to accommodate all that were seeking to come in. He asked if I could do anything. I told him he was mistaken in me, for I was neither wealthy nor influential. He requested me to speak to the Council. I felt deeply that the sick would have to be turned away from such accommodations. I made up my mind to do something for the sick; at that time I was in Toronto to get a Patent for my Fence. From that time I was planning how to make the most of it, and give all to the poor, without favor to any party.



This Form of Agency was printed in 1860, when my prospects were bright. I did not then know the power of SLANDER. My plan was to have an Agent in every Township, who would do as the following Form shows:—

THIS AGREEMENT, made on the....day of.....between SAMUEL HALL, of Wellesley, County of Waterloo, Farmer, Province of Canada; he, SAMUEL HALL, Patentee for the Invention of a NEW way of making a STRAIGHT FENCE. The aforesaid SAMUEL HALL, do appoint..... as his Agent, to sell Rights to make said Fence, in the Township of....., County of....., on the following conditions:—One dollar for any Lot less than a hundred acres; two dollars for one hundred acres; one dollar added for every hundred over one.....he.....is to retain and have ten per cent. for his pay, one half of all that remains of the proceeds of the sale, he is to pay to the aforesaid SAMUEL HALL, his Agent, or Heir, at any time he may demand; the other half he shall pay on demand to any man, or men, that the Township Council may appoint for the purpose of seeing to the poor, and giving it as he or they may judge best.

He.....do agree and bind himself this day, at.....to the conditions aforesaid.

(Signed)

Toronto,.....186...

In 1861, William Gooderham, the Agent of Gooderham & Worts, of Toronto, came to my shop to buy the Right of my Patent Fence for the

United Counties of York and Peel, for the said Company. I told him, and them, by him, that I had promised to the farmers that I would not sell Counties. This promise spread all over Canada in my advertisements and hand bills, to stop men who were applying to me by letter, and to assure the farmers that I was the only man to apply to for a Farm Right. I also told in my advertisements that I had no Travelling Agent—this was to save the farmers from being deceived. I told the Agent to what purpose I had devoted the profits, and that I wished to carry out my plan. He went away. Sometime after, I received the following letter from the said Company:—

(A COPY.)

MEADOWVILLE, 8th, May, 1861.

Sir,

We feel disposed to buy one of your Boring Machines, if you will come out and see it practically put to work. We have two Saw Mills, and every convenience for manufacturing the Portable Fence to good advantage. We should like to arrange, so that *no one else* have the right to manufacture and sell the Fence or use the Boring Machine in the County of Peel. We shall have teams at Port Credit daily, and if we can come to an arrangement, the Machine can be sent through from Toronto.

Your Obedient Servant,

W. GOODERHAM, JUN.,

For G. W. & W.

Address—Meadowville P. O.

I did not comply with the request. It would have prevented the farmers from making or getting the Fence made by any other party. The said Company found that I would not sell the farmers into their power—you may see the dodge. If I had given them the exclusive right to Manufacture the Fence and Boring machine, it would be as good to them as the County Right: I saw it would break my promise to the farmers, and I refused to do it.

Some time after, the said Company bought a Boring Machine of me, and I went out to Meadowville and set it up, and they paid me \$68. I then made them the present of the Right to make my Fence on two Lots of Land, Nos. 11 & 12 on third concess. and half of No. 7 on fourth concess. of Toronto Township. At the same time, I made two panels in the mill yard, so that there might be no mistake in making it—this was the understanding—that the farmers might see the Fence, and if they liked it, they could send to me for a Right; then the farmers having the Right to make, or have made, could buy the Fence at Gooderham & Co.'s, if they wished.

Some time after, I gave to James Gooderham, of Meadowville, an Agency to sell Rights to farmers coming to the mills, or to sell the Fence ready made, on conditions that he marked it S. Hall's Patent Fence, 1859. After holding it for eight months, he gave me up the papers and blank forms of Rights, saying—that he sold no Fence or Rights—this was in presence of the Clerk.

In 1861, I was told that my Invention was injurious to mechanics, as they saved labour; and soon after, my shop, with the Boring Machine and a ready-made fence and tools was burned. I was not insured, so I lost all. From this time the farmers did not come to buy Rights as before, and for two years I could not find out what was hindering them. I went out to see the farmers, as they had promised to buy Rights of me when they got lumber. Some of them would hardly speak to me; others abused me for trying to sponge a living out of honest people. Some said that if they were going to make the Fence, they would not come to me for it. After making several journeys, I got discouraged. I was in very trying circumstances. The Patent Law says,—if a Patentee abandons his Invention, he forfeits it—then he loses all.

The farmers were not to blame, I had been *slandered* to them. They had been led to believe that I was not the original Inventor, and that the Invention was not New; this caused farmers to believe me dishonest, and that the Invention was not New, and that it had been Improved upon, so that a number of them made infringements on my Patent, and put me to defiance. As I had no money, I could not go to law with them, and they being rich men, they were believed to know the Patent Law, and that it was safe to do as those rich men were doing, in making my Fence without License.

In 1863, a friend lent me \$50, and I commenced a suit against Charles Small, a rich man, holding a Crown office in Osgoode Hall, amongst the lawyers. I thought that if I got a suit with him it would settle the dispute of who was the first Inventor and lawful Patentee. Boomer & Stephens were my lawyers. George Pungman was to be my witness; he was Small's carpenter; he made the Fence. When the man went to his house to summons him, his wife said that he was gone to Mr. Small's to work. When the man got there, he was showed his tools, and the work that he had been doing; but he could not be found. The next time the man went to his house, the gates were nailed, so as to prevent getting to the house; he could not be found. So we got the suit laid over to the next term. To make sure, we had him summoned six weeks before court; but about two weeks before the term Small died, and I had no one to appear against. The Executors did not get the will registered till it was three days too late for me to give them notice; and because I could not go on with the suit, they and their lawyers made out a bill of nearly \$40 for their cost, preparing for suit. So they got off that time and I was in for costs. I am holding on to my claim, and they are still using the Fence. The Executors are his son, John Small, he holds a Government office in Osgoode Hall, Mrs. Riply, and Edward Goldsmith, who is a Manager in the Branch Bank of Upper Canada; these are the parties who make a Patentee pay for trying to get damages for being damaged.

In 1864, I found out who commenced the first infringement and slander, which I have living witness to prove all that I am going to tell. John Balanger, near Streetsville, told me that he had lumber sawed to make a Fence like my Fence. I told him that he must first get a Right of me. He told me that he understood that it was at Meadowville. I showed him my papers; but he did not seem to believe me, and that led me to go to Meadowville to see what was done. I there found an infringement of my

Fence on six farms. I then found out what had hindered the sale of my Fence in 1861 and 1862.

It was the Company of Gooderham & Worts who tried to buy the Counties Right, or to get the exclusive Right of making it in Peel. To make the matter worse than it could be under any other circumstances, it was done at the time when one of their sons was Agent for me at the same place where the slander was spoken, at the time they were selling what they called an Improvement on my Fence, they, the Agents of Gooderham & Co., sold a Fence or a Fence partly made at their manufactory at Meadowville, with statements that it should be called Gooderham's Fence. This is what the buyer told me. Another man told me that the Company's Agent told him that they made the Fence before I did. This caused the farmers to believe that I was not the lawful Patentee. This caused the farmers to make infringements; and the worst thing for me was, that they made after Gooderham & Co.'s plan of subtraction and addition, which I have proof injured the Invention, so that they all quit making, because it would not stand well, and that it cost too much. Then, when the said Company could not sell any more to complete the *destruction* of my Patent Invention, the Company quit making it, and advertised for some thousands of Split Rails, to make crooked Fences. This was sufficient to confirm the farmers that the Company had given the said Portable Fence a fair trial, and by the aid of so many mechanics as they had to help them to make Improvements, as they pretended to have done, that with all that could be done to it by such "JERU" like men in wisdom, had failed to make it worth having. The farmers quit buying Rights of me, and would not tell me the reason; they feared it might bring them into trouble as witnesses. Slander makes a man's friends his enemies, so that they keep out of his company. Slander has slain its thousands; men and women have withered under it in the most painful manner of suffering; many have died by it when their friends forsook them and their foes insulted them. A slander that takes away a man's Property, and leaves him without bread, or home or friends, is the most heartless kind of slander.

I was going to give the names of parties who obtained the said Fence at the Manufactory of Gooderham & Worts, at Meadowville, in the Township of Toronto, and the names of the witnesses to what was done and said; but as I hope to be able to get a suit at some time, it would not be wisdom in me to tell their names or the names of those who were led to make infringements by what was said and done at the Mills and Manufactory of Gooderham & Co.

What I am going to say now, is what I said to them, and they to me. I went to Gooderham & Co.'s, and told him the loss I sustained by the infringement. They would not hear anything; but told me to go to the boys, their Agents. I went to William Gooderham, as he was said to be the Head Agent. I asked him how he came to sell the said Fence to my injury? He said that they did not sell much, and that they obligated the farmers to pay me for Farm Rights. He had no authority from me to do that, nor was there any necessity; his brother James had the blank forms of Rights in the same office with him, and was my Agent to sell Rights or the Fence, on condition that he marked it "HALL'S PATENT." I went back to see if he had obligated the farmers, and the answer from the farmers

was No. I then went to James Gooderham, who had been my Agent at the time. James said his brother ought to insert an article in the *Brampton Times*, disclaiming his having made any Improvement on my Fence. I told him that would not be enough, as I had been hindered from selling for about two years before I knew of it. The infringement would not have done me so much damage if he had not by words caused the farmers to believe that I was not the first Inventor, by saying that they made the Fence before I did; this saying and doing caused the farmers to believe that such men knew the law. As farmers are interested about Fences, the word went all over, and my business stopped. I tried for six months to get something to set me up in business; but when they found that I had no money, they put me to defiance, and said they would spend oceans of money before they would give any; adding, that they had it. I have reason to believe they have a great deal, for I am told that they have a Distillery, for which they pay one thousand dollars a day duty, and six or eight Mills, with Stores in the country. They do business with farmers from all parts of the country, for sixty or seventy miles around Toronto—so that I have been like a *besieged city*. I got into debt and had to sell my farm; but when I had money I had not found out the party; so I was hoping for better times until my money was gone and want pressing hard on me. I lowered to \$1 for a 100 acres, and went to where I supposed they had not heard the slander; but they, seeing an old man travelling on foot, thought the Invention could not be good or I would have made enough in four years to buy a horse.

About the 1st of July, 1864, I went to ROBERT A. HARRISON, a lawyer, in whom I placed great confidence, from his experience, and hearing him plead. I have not lost my confidence in him; but he has a partner who, on account of being hard of hearing, is called deaf Paterson. I told Mr. Harrison my case. He thought it a good one. I told him that I had no money, and asked him if he would take the suit on risk. He said no, that that they did not do such things; his partner came in and we came to the following agreement:—I was to go and try to sell Rights the best way I could, for a month, and they would send letters to three parties who had infringed on my Right; the plan was, that if any of the parties came and settled with Mr. Harrison, he was to use the money in carrying on the suit with the other parties. I said if all fails, to get money, I will apply to the Government to fulfil their promises to me. As I was leaving the city, to travel in the hot month of July, on foot, and my health not good, I said to Mr. Harrison that I had some fears of not returning, and that I would leave all my papers of instructions and my Patent with him, so that if I sent him money he could go on, as my damages was put down against Gooderham at \$5000, for Infringement and *Slander*; the others were only light damages, as I believed the Gooderham's to be the first and great cause of my damage. I said to Harrison, that if anything happened to me, I wished him to carry on the suit for my son. We parted, to meet on the 1st of August. When I returned they were away. I was informed by the Clerk that they had served William Gooderham with a writ for \$3000 damages, for Infringement. I asked him who authorized him to serve a writ? He said he or they thought that it was long enough in the office. I asked him how he came to serve it for less than I claimed? He said he thought that that was more than I would get, as though he knew how much I was damaged. I then asked him if it was served for *Slander*? He said no. I then told him that I did not authorize any writ until I would see if I could get money, and that the one that he said they had served was not

according to my directions. In case that I got money to go on, I told him I depended more for damages for Slander than for Infringement. He then said that there could be another writ served for *Slander*. I refused to acknowledge it as a writ served for me, or by my authority. This took place in the hearing of two Clerks.

When Mr. Paterson came home, I went to him, and he told me that it was not necessary to mention in a writ the sum, or for what was done. He said them would come up afterwards. I did not believe that that was the right way of serving a writ. After a warm discussion I left. Harson was my man; but I could not see him. I went to the office to see Harson, and Paterson told me that Gooderham was with him, and would pay me \$2 for every farm on which they sold the Fence, and my cost, so far as pertained to that office. I said no, that would not bring back my business and loss. Some time after this, he told me that the Gooderham's wished to settle with me, and he wished me to say how much was the lowest I would take. Being in great want, I told him I would take \$2000. I made this offer in confidence to him, asking him if it would affect a suit for more. He said not. He then asked me to go with him to W. H. Beatty's office. When we were there, he, Paterson, asked me how much I would take, I said two thousand dollars. Mr. Beatty's Clerk wrote it in a book. The Clerk's name is Rutlege. No blame to Mr. Beatty or the Clerk. I was informed that Mr. Beatty was Gooderham's lawyer; but did not know what Paterson brought me to his office for. I thought that lawyer's were bound to keep secrets. I think it was my lawyer's business to settle my business in his own office, without making my offer public; but in a few days I found out that the offer that I had made to take \$2000 to settle an offence that I could have applied to my Government for redress, this offer secured me. I had told my lawyer that as I had not money it was of necessity that I would have to apply to my Government, as I had my Patent Property taken and used in making money, and keeping it over two years then; when by Infringement and Slander, I had become so poor that I could not bring parties to justice. I had lost confidence in Paterson, and Mr. Harson was not willing to hear anything against his partner. I forbid them of doing any more, and asked for their bill, when I found that they were charging me for a writ that they served in my name, *contrary to my written instructions*, and against my interest every way. I never told them to serve a writ of any kind. As they would not take the suit on risk, nothing was to be done, only letters, or a settlement. If any of the party would come to settle, they were to use the money in a suit against the others, according to my written directions, or if I sent or gave them money. It would be ruinous for me to commence a suit without money, with men that James Gooderham told me, when I made my last appeal to him to try to have them settle with me, the answer he brought me was, that they would spend oceans of money, adding, that they had it. My first proceedings was against William Gooderham, Jun., this was by the advice of my lawyers, as he was the Agent and the principal actor in the infringing and slander, I was led to believe him to be the man to sue; but I have found a letter, which I have given a copy of, the letter was written in the Company's name, and my witness can prove that they understood when buying the Fence at the manufactory of Gooderham & Worts, that it was made and sold by the said Company, and not by any private individual, nor for the benefit of any but the Company.

Gooderham & Company have used my Patent Invention, and Paterson my lawyer, keeps my Patent and papers, because I will not pay him for a writ said to be served in my name, without authority and contrary to written directions and my interest, and without my knowledge.

At the last Exhibition in Hamilton, Henry Lutz, of Saltfleet, got the Second Prize for a Fence that was an Infringement on my Patent Fence. I forbid him of exhibiting it, as it would mislead men who saw it to think that it was no harm to make it. He put it up, and though I forbid him many times, he continued to exhibit it. I found what his object was, by asking him if he got the First Prize, would he demand of me the \$25 that I offered to any man who would make as good as my Fence; he confessed he would. Now he used *two* parts of my Patent Invention in making his Infringement; he also confessed that he saw my Fence in Toronto, and had received a plan of me how to make it. I showed his Fence to one of the Judges, and he said that he would prevent him of getting a Prize; but I said that would be taking the law in our own hands—so he got the Second Prize.

January, 16, 1865, I went to Stoney Creek, to his place, to see if he would settle with me. I do not know but he might, only for William Freeman, who stood up in the presence of the Township Council and a number of men in the sitting-room, after dinner, in the Town Hall, in Stoney Creek, and said publicly, that he had made a fence like the one I was showing, and said that all he could do with it, it would be blown down. I went to him and showed him how my Fence was made; he said he made his the same, and that it would not stand. After this, Lutz would not give me anything, but told me what Freeman said, that it was not good for anything.

This Lutz has a Saw-Mill; is said to be rich. Freeman has the appearance of being rich, and is brother to lawyer Freeman, of Hamilton, whose name is high in the profession of law.

George Cooper, near the Devenport Station, on the Devenport Road, about five miles from the City of Toronto, made a Fence near two years ago, and secured it by my Patent Plan. I went to him, showed him that it was an Infringement on my Patent. His man confessed that it was blown down before it was secured on my plan. He would not settle, and I saw it standing twelve months after, and believe it is standing near the Devenport Road, to my damage, and to cause others to think that it is no harm to do the same.

John Glendinning, of Streetsville, would not let me take a man on his farm, to see a Fence that I had been showed before. I suppose many has infringed on my Patent, through slander, that I have not found.

Thomas Little, of Scarborough, did infringe by securing a Fence on my Patent plan. A short time before he done it, I showed him a model. I have not given the names of those who have settled with me; when they were willing to settle with me, I only charged them Farm Rights; this made others bold, and refuse to pay anything.

ear a year ago, I found an infringement on the farm of James Foster, acc^{ts}. 6, on the 2nd concess. of Toronto. He was willing to settle, and brought me all the money his wife said they had in the house. I believed him to be one of those who were misled by the slander of the Gooderham's, and I only charged him \$1 for the Right of 100 acres. This is only one case. At the same time, I was in great need of money, but it will not do to punish the innocent for the deeds of others.

DAMAGES.

In 1861, when I was slandered, and my Patent infringed on, I was selling Rights at \$2 for 100 acres. There is 288 Townships in Upper Canada, and about the same in Canada East—576 in all. Townships average about 600 farms of 100 acres each.

At \$2 for a farm, a Township would be.....	\$12,000
144 Townships is only half of Canada West.....	\$164,000

For only one fourth of Canada, at \$2 a farm, supposing that I only sold one-fourth. What but Infringement and *Slander* could have hindered me from selling to all, so long as no man could make as good. Had the said party not hindered me with their Agents and men, which the Patent Law *strictly forbids*, I might have sold \$164,000, but instead of selling one hundred and sixty-four thousand dollars worth in Rights, I had to sell my farm and spend it, and all the money that I had, and am in debt, trying to keep my promise to the farmers and my Invention from Speculators that would take advantage of the farmers. I still continue my gift of all the profits to the poor; all that I claim for my part of the damages out of the \$164,000 is \$500 a year, for my time, and \$3,000 for my losses, by selling my farm, and to pay the debt I owe. If I recover from the said party \$164,000, all that I am to receive is \$4,500; one-half of the balance or remainder of the damages is to be given to the Toronto General Hospital, and the other half to the Toronto LUNATIC ASYLUM.

If I can get my business back, I will carry out my first plan; that is, in giving the half of the profits to the poor of the Townships where it may be sold.

Proof of the Truth of what I have said, and the Worth of my Patent Invention.

On my Patent Plan, I can make a Fence 25 cents a rod cheaper than can be made on any other plan, on conditions that the other Fence is as good and convenient as my Fence. On a farm of 100 acres, there is at least 775 rods of fencing. My plan would save \$175 on a farm, and give the farmer five acres more land than he has with Crooked Fences; this land is worse than lost, as the Crooked Fences is a shelter for weeds; the five acres would be worth \$15 a year. It would save a Township of 600 farms about \$100,000, by the consideration of its worth to Canada—add to its saving in cost. It has been judged

by 21 Judges to be the best Fence at seven Exhibitions; at the last an Exhibition and a DIPLOMA. If this Fence was adopted, it would save Canada thousands of pounds, as it only takes ONE-THIRD the timber that is in a Crooked Fence. The best timber of Canada is now splitting into rails, as nothing else will split. This good timber might be sold for gold to other countries, or used for fuel, instead of sending our gold for coal.

I knew the worth of my Invention from the first, and Gooderham & Worts knew its worth; but by God's help, I have kept it out of the hands of Speculators; but they press hard on me; their money makes friends. I have been fifteen months trying to get some of them before a Judge and Jury. Lawyers seem to be afraid of them, and I am afraid of some of the lawyers.

From the strong disposition of the said party to buy a County Right, it may be supposed that they would have given me \$1000 for a County; others hearing of such a Company paying \$1000, I would soon have buyers for all the other Counties. There is 103 Counties in Canada, that would be \$103,000; or suppose I would now break my promise and sell, if I only got \$50 for a Township—Upper Canada has 288 Townships—it would come to \$12,400. At \$25 for a Township it would be \$6,200. Some men have to suffer, and cannot help themselves. I have and had offers, but my printed promise was before me, not to sell to Speculators. When a man's promise injures no one but himself, he should keep it; but when others are going to be injured by it, I think he is not to blame for selling any way to pay his debts.

It would be good for some Inventors to have died after they completed their Inventions, as they are subjected to so much slander and piracy; they are looked on and treated by some as though they had committed a crime. There is some who ought to be their friends become enemies—Ahab like. "Ahab was sad, because Naboth would not sell his vineyard to him; but Ahab's friends invented a *slunder* on Naboth, and he was stoned to death, and Ahab got the vineyard; but God's messenger found him in the vineyard."

If I am forced to sell Township Rights before I get a suit with some of the infringers, I will get very little for it. Men are not willing to buy anything when there is a dispute about who is the owner of it. I thought I would try to find a friend of justice to lend me \$500, for which I will give County Rights, as many as will satisfy any reasonable man in security, in such a way as if I do not pay at the time appointed, the County shall be his, and he shall have an Agency to sell Fence Rights from the time he lends me the money until I pay him; he keeping all he makes as part payment of the money lent to me. This \$500 will pay my debts and set me up making my Fence. I want nothing in the way of charity. I do want to carry out my first plan.

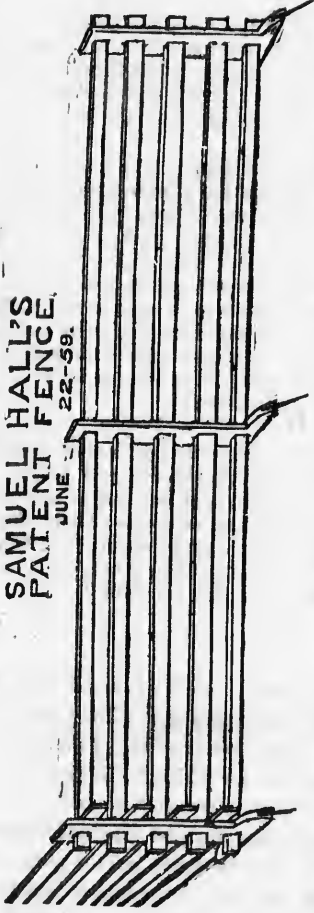
SAMUEL HALL,
Patentee, Box 592, Toronto.

ace,
I.



**SAMUEL HALL'S
PATENT FENCE**
JUNE 22-59.

FIRST



PRIZE.

A FIRST PRIZE everywhere exhibited for Four Years. See the Prize Lists at Hamilton in 1860; at the last in 1864; and at the Grand Union Exhibition in Toronto, a **DIPLOMA.**

1. Any kind of wood, sawed or split, will do, as the rails lie beside each other in bevelled mortices, they cannot warp or rot. Its advantages over the common board fence are many. First, the security and durability of rails in mortices instead of being nailed on. My Fence has only 300 in 40 rods, the crooked has 900 in 40 rods, and the loss of the land under it.
2. Having *no NAILS* or pins in it, there is no danger of it getting broke. An opening can be made at any Panel. It is the most secure against wind, cattle, or frost, if right set, and the best adapted for wet or stoney land, as there is no post holes to dig. Where the land is wet make a drain; set the feet of the fence across it, and put flat stones under their ends.

Rights sent to any part of Canada East or West, with a Plan how to make it, for \$1 for 100 acres. Give the No. of the Lot, Concession, and Township.

Apply at 16 Richmond Street East, or address,
Toronto, February, 1865.

SAMUEL HALL,
Patentee, Box 592, P.O., Toronto.

3790 H35 1865 Reserve

