the conditions of the Labour Party, and be subject to their 'Whip,'" the rule that candidates are to be "responsible to and paid by the society," and, in particular, the provision in the constitution of the Labour Party that "candidates and members must accept this constitution, and agree to abide by the decision of the Parliamentary Party in carrying out the aims of this constitution," are all fundamentally illegal, because they are in violation of that sound public policy which is essential to the working of representative government. Parliament is summoned by the Sovereign to advise His Majesty freely. By the nature of the case it is implied that coercion, constraint, or a money payment, which is the price of voting at the bidding of others, destroys or imperils that function of freedom of advice which is fundamental in the very constitution of Parliament. *Inter alia*, the Labour Party pledge is such a price, with its accompaniments of unconstitutional and illegal constraint or temptation. Further, the pledge is an unconstitutional and unwarrantable interference with the rights of the constituencies of the United Kingdom. The Corrupt Practices Acts, and the proceedings of Parliament before such Acts were passed, were but machinery to make effective the fundamental rule that the electors in the exercise of their franchise are to be free from coercion, constraint or corrupt influence, and it is they, acting through their majority, and not any outside body having money power, that are charged with the election of a representative, and with the judgment on the question of his continuance as such. Still further, in regard to the member of Parliament himself, he too is to be free, he is not to be the paid mandatory of any man or organisation of men, nor is he entitled to bind himself to subordinate his opinions on public questions to others, for wages, or at the peril of pecuniary loss, and any contract of this character would not be recognised by a court of law, either for its enforcement or in respect of its breach. Accordingly, as it is put in the words of Fletcher Moulton, L.J., "Any other view of the fundamental principles of our law in this respect would, to my mind, leave it open to any body of men of sufficient wealth or influence to acquire contractually the power to exercise that authority to govern the nation which the law compels individuals to surrender only to representatives—that is, to men who accept the obligations and the responsibility of the trust towards the public implied by that position." For these reasons I am of opinion that the appeal should be refused.

Appeal dismissed.

Counsel for Appellants—Sir R. B. Finlay, K.C.—Peterson, K.C.—P. B. Abraham—E. Browne—A. Clement Edwards. Agents—Pattinson & Brewer, Solicitors.

Counsel for Respondent—Jenkins, K.C.—Spencer Bower, K.C.—Stuart Bevan. Agent—C. T. Wilkinson, Solicitor.

HOUSE OF LORDS.

Wednesday, January 26, 1910.

(Before the Lord Chancellor (Loreburn), Lords Macnaghten, Atkinson, Collins, and Shaw.)

HOPKINS *v.* LINOTYPE AND MACHINERY LIMITED.

(On Appeal from the Court of Appeal in England.)

Patent — Improvement — Original Patent Rendered more Useful or Valuable — Ambiguous Specifications.

Any addition to a patented article which renders it cheaper or more effective, valuable, easy, or useful, or preferable as an article of commerce, is an "improvement" even although such improvement might be used without an infringement of the original patent.

Observed (*per* the Lord Chancellor)—if the specification of a patent is framed so as to be ambiguous the Courts may declare the patent void.

The appellant was bound under contract to communicate to the respondents any improvements to a patented machine manufactured by them, which might come to his knowledge. He afterwards took out letters-patent for mechanical inventions of the nature of improvements to this class of machine, but refused to communicate them to the respondents. The respondents sued upon the contract, and judgment in their favour was affirmed by the Court of Appeal (Cozens-Hardy, M.R., Buckley and Kennedy, L.JJ.).

At the conclusion of the arguments their Lordships gave judgment as follows:—

Lord Chancellor (Loreburn)—I wish to say a few words preliminary to the advice which I shall offer to your Lordships as to the decision of this particular case. The appellant has filed a specification which resembles a treatise in its length, and contains no less than sixty claims. There is infinite redundancy and repetition and constant references to illustrations which are not easy to follow. Altogether it is a document which needs a most prolonged and penetrating study in order that anyone who wishes to work out problems of invention in this class of industry may know where he stands and how he may be free from the danger of infringing former patents. The point whether this patent is good or not is not raised in this case, but I think that it is my duty to state explicitly that those who file and secure specifications must take the risk of having the whole thing declared void for ambiguity. I have had occasion to observe that there is a tendency to frame specifications and claims so as to puzzle a student, and to frighten men of business into taking out a licence for fear that their interpretation may be held erroneous and they be found guilty of infringement. That is an abuse of the

law, and will be checked if occasion should require by the simple process of declaring the patent invalid. I now apply myself to the question raised in this particular case. It is whether or not the patent of 1905 constitutes or rather contains improvements upon the Hopkins machine. I think that any part does constitute an improvement if it can be adapted to this machine and if it would make it cheaper and more effective or in any other way easier or more useful or valuable, or in any other way make it a preferable article in commerce. So we have to see of what the Hopkins machine consists. It is not, in my opinion, merely so much of the machine as is novel and patentable; it is the machine itself, old and new, and includes every part of it. That being so, the chief improvement patented in 1905 was the substitution of an upright cope for a horizontal cope theretofore used in the autoplate machine, with other improvements included in the 1905 patent, which were either subsidiary or auxiliary to the one which I have described, and were admittedly improvements in the Hopkins machine itself. Everything turns on the use of the upright cope—whether or not the use of an upright cope (which had previously been used in the Hopkins machine) with the addition of a rotary motion, not claimed in the 1905 patent, and the other subsidiary changes, could be called an improvement upon the Hopkins machine itself. Both courts below thought that it could, and I share that opinion. It was, taken as a whole, a great change, but it was a change adaptable to the machine, and being adapted made the machine a better machine. I would enter more at length into the mechanical details, which were most ably explained to us by the learned counsel for the appellant, if I thought that any useful purpose could be served. It is sufficient, however, to say that I regard what was done and the particulars described to us by the learned counsel for the appellant as an improvement, not only upon the autoplate but also upon the Hopkins machine itself. There is only one other point, and it is this—Is the right of exclusive user of the communicated improvement applicable only to the Hopkins machine? I think that it is not so restricted. I think that when an improvement is communicated to either party under the terms of this contract he obtains an exclusive right to use it in regard to any machine which the contract authorised him to use in his own area as described in the contract. Accordingly I am of opinion that the appeal fails.

LORDS MACNAGHTEN, ATKINSON, COLLINS, and SHAW concurred.

Appeal dismissed.

Counsel for Appellant—J. Ewart Walker—C. H. Thorpe. Agents—Foss, Bilbrough, Plaskett, Foss, & Bryant, Solicitors.

Counsel for Respondents — Bousfield, K.C.—A. J. Walter, K.C.—H. E. Wright. Agents—Hays, Schmettau, & Dunn.

HOUSE OF LORDS.

Monday, February 7, 1910.

(Before the Lord Chancellor (Loreburn), Lords Macnaghten, Atkinson, Collins, and Shaw.)

MACBETH & COMPANY *v.* CHISLETT.

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

Reparation — Master and Servant — Employers' Liability Act 1880 (43 *and* 44 *Vict. c.* 42), *sec.* 8—"*Seamen*"—*Merchant Shipping Act* 1854 (17 *and* 18 *Vict. c.* 104), *sec.* 2—*Rigger.*

In construing "seamen," who are excluded from the provisions of the Employers' Liability Act 1880, the Court is not in any way fettered by the definition of "seamen" in the Merchant Shipping Act 1854. A "seaman" is one who is by vocation a seafaring man, and who is at work connected with his duties as a seafaring man.

The respondent was a rigger who sustained personal injuries by accident while on board the appellants' steamship. He was engaged at the time in helping to work the ship from one side of the dock in which she lay to the other. The respondent obtained a verdict in his favour for damages under the Employers' Liability Act 1880 in the County Court before a jury. This was set aside by the Divisional Court, and restored by the Court of Appeal (COZENS-HARDY, M.R., FARWELL and KENNEDY, L.JJ.).

At the conclusion of the arguments their Lordships gave judgment as follows:—

LORD CHANCELLOR (LOREBURN)—I think in this case that there is no ground for disturbing the judgment of the Court of Appeal. This man suffered from an accident, and it was agreed that he was entitled to recover under the Employers' Liability Act as a workman unless it could be established that he was a seaman. Now it was argued that he was a seaman on two grounds—in the first place, upon the ground that we are bound by the interpretation given to the word "seaman" in the Merchant Shipping Act 1854. I must say that I see no reason at all for introducing the Merchant Shipping Act 1854 in the construction of the word "seaman." The statute with which we are concerned does not say that you are to apply the Act of 1854, and it would be a new terror in the construction of Acts of Parliament if we were required to attribute to familiar words an unnatural sense because in some statute, some Act which is not referred to or incorporated, such an application was given to them for the purpose of that Act alone. I therefore cannot accede to the argument of Mr Horridge on his first point. In the second place, he said that apart from the Merchant Shipping Act 1854 this man was in fact a seaman. It seems to me that that point might well have been left