Miss Durow
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PATENTS ACT 1977 BLO/083/95

IN THE MATTER OF a reference under
Section 8(1)(a) by Derek Tyldsley
in respect of
Patent Application No 9019592.6 (Serial No 2239470)
in the name of
Rig Technology Limited

DECISION

Patent Application No 9019592.6 ("the application") is dated 7 September 1990, and claims priority from two earlier British applications, No 8926893.2 dated 28 November 1989 and No 9013964.3 dated 22 June 1990. Mr Derek Tyldsley and Mr Marshall Graham Bailey (who is the managing director of the registered proprietor Rig Technology Limited) are named as inventors in all three applications. On 25 March 1992 Mr Tyldsley (whom I shall call the referrer) commenced proceedings under section 8, requesting that the patent application should proceed either in the joint names of himself and Mr Bailey or alternatively in the joint names of himself and Rig Technology Limited. I shall refer to Rig Technology Ltd as "RT" in this decision.

Patent No 2239470 was granted to RT on the application on 15 December 1993, with the effect that by operation of section 9, the reference is treated as a reference under section 37 and the question before me is any question in relation to the granted patent as is mentioned in section 37. The appropriate question, and the correct answer to it, were considered at a hearing before me on 5 April 1995, when Mr Richard Miller appeared as counsel for the referrer Mr Tyldsley and Mr Colin Birss appeared as counsel for the proprietor Rig Technology Limited.

The patent relates to an invention entitled "Cleaning of Cuttings from Drilling Operations". It was developed in connection with the exploitation of North Sea oil, and deals with the problem that oil used as a constituent of drilling mud contaminates the cuttings, which in

offshore drilling operations are dumped in the sea. The invention is concerned with the removal of the oil before dumping, and the patent claims a process and apparatus for performing it. The process is defined in claim 1 as:

> "A method of removing oil from cuttings which are obtained from a drilling operation and which are contaminated by drilling mud containing inter alia oil and water, comprising the steps of:
>
> (1) processing the cuttings with solvent in a centrifuge to substantially separate the mixture of materials into materials of a first phase containing predominantly solids and water associated with the cuttings and mud, and materials of a second phase containing predominantly solvent and oil;
>
> (2) heating the second phase materials to drive off the solvent and any water present to thereby substantially separate the oil components of the mud from the remainder of the second phase materials;
>
> (3) condensing the solvent to facilitate its recovery; and
>
> (4) separating the liquid from the solids making up the first phase materials, heating the separated solids to drive off any solvent and water remaining therein and condensing the evaporate so produced, whereby solvent recovery is effected from both phases."

Evidence on behalf of the referrer consists of statutory declarations by:

> Mr Tyldsley himself (declarations dated 18 January 1993 and 14 September 1994);
>
> Malcolm Donald Laing, a partner in Ledingham Chalmers, who are the referrer's solicitors;
>
> Christopher Richard Legh Meyjes, a co-director with the referrer of MGA Environmental Services Ltd;

Evidence on behalf of the proprietor consists of statutory declarations by:

> Marshall Graham Bailey, co-inventor and managing director of RT;
>
> Colin James MacLaren, a partner in Paull & Williamsons, who are RT's solicitors;
>
> Keith Wilfrid Nash, a partner in Keith W Nash & Co, RT's patent agents.

Rig Technology Ltd was registered in 1987 and specialises in the design, manufacture and sale of drilling mud solids control equipment and process systems. It trades under the name

Thule Rigtech, having taken over the business from Thule United Ltd in a management buy-out led by Mr Bailey. Thule Rigtech is often referred to in the evidence as "TR", but since it is the same entity as RT I shall refer to it as "RT".

Mr Bailey says that in 1988 legislation to reduce the permissible level of oil discharges was pending and it was felt by RT that there was a market opportunity for a system that would achieve a reduction of oil on cuttings to 1% or less, compared with 6% which was achievable at the time. Mr Bailey says that he had known Mr Tyldsley since 1976, and approached him with a view to Mr Tyldsley working with RT and acting as its representative to prepare a project plan and budget which would be used to raise funding for the cuttings cleaning project. Mr Tyldsley says that it was he who approached RT with his ideas for cleaning cuttings. It does not matter, in my view, who approached whom because it is not formally a matter of dispute that the invention was made jointly by Mr Tyldsley and Mr Bailey. There is no evidence that the significant features of the patent in suit had been formulated before they started to work together in December 1988, and it follows that the invention that is the subject of the patent was devised between December 1988 and September 1990.

Mr Tyldsley worked as project leader for the cuttings cleaning project on a half-time basis until April 1989, and was paid a fee of £2200 a month for the months January to April. Invoices for Mr Tyldsley's services, and expenses, were submitted for payment each month by Mr Tyldsley's own company Fluid Treatment Consultants A/S (referred to as "FTC"). There was then a pause, but by September 1989, financial backing had been secured from three oil companies (BP Petroleum Development UK Ltd, BP Petroleum Development Norway, and Amerada Hess Ltd), with the result that the project to develop a commercial system could go ahead. Agreements between Rig Technology Limited and each of the three oil companies stipulated a starting date for the project of 2 October 1989. The intention was that the project would run for nine months, but in fact it continued until its completion in July 1991.

The stages in the development of the invention are clear enough, but not so the relationship between Mr Tyldsley and RT. The earliest document that throws light on the relationship is a letter from Mr Tyldsley to Mr Bailey dated 12 December 1988, produced by Mr Bailey

as exhibit MGB1. Mr Tyldsley starts by referring to recent meetings, and summarises the agreements they had made. He records that the initial three month period of the project would be funded by RT, that he would be "acting as project manager in a consultative capacity", and that if they should "be successful in obtaining industry funding which allows for a 'profit' on the project phase, we will renegotiate terms on an equitable basis".

Mr Tyldsley's letter then outlines the work to be done during the initial three months, and returns to the relationship between the parties in a paragraph which reads:

> "We also discussed ways and means by which we could work together on a permanent basis, and specifically if I could join the staff of Thule Rigtech. This possibility is extremely interesting to me and is an objective that I would like us to work towards. Such an arrangement would also resolve your concerns with respect to your representation in Norway. At this moment I do have ongoing commitments to my company and I would need 2-3 months to transfer those to another person. Additionally, we should be much clearer on the future potential of the cuttings cleaning development within the next 2-3 months and so I propose that we await these developments before taking firm decisions. I would emphasise again, however, that I do want to work towards a permanent relationship with Thule Rigtech."

The letter ends by recording that "I believe that the above covers everything that was said that is worth confirming and I would appreciate if you could send a short note of agreement." The letter therefore implies that Mr Bailey and Mr Tyldsley did not give any consideration at that time to the ownership of any patent rights that might be created.

Mr Tyldsley says in his first declaration that it was agreed initially between Mr Bailey and himself that he would be responsible for all design and technical input and RT would be responsible for providing initial finance and for assisting in procuring funding from oil industry sources. He describes the relationship as a joint venture rather than one of client and consultant.

The subject was discussed again when oil company funding had been secured, and the next stage of the project was being planned. Mr Bailey refers in paragraph 16 of his declaration

to a project review meeting held on 31 August 1989, and exhibits as exhibit MGB3 a note prepared by Mr Tyldsley listing some project requirements. Item 8 reads:

"DT/MGB to formalise 'relationship' w/c 4.09.89"

Thereafter payments from RT to Mr Tyldsley resumed, but at £3000 per month, and continued from September 1989 until August 1991. Other terms of the relationship do not appear to have been discussed until September 1990 when an attempt was made by Mr Bailey and Mr Tyldsley to draw up heads of agreement. A record of the draft agreement is referred to in paragraph 2 of Mr Tyldsley's first declaration, and is attached to it. Mr Tyldsley says that the note is in Mr Bailey's handwriting and "gives details of the principles agreed between us". Another version, in the same handwriting, is exhibited by Mr Bailey as his exhibit MGB7. An elaboration of it, in Mr Tyldsley's handwriting, is produced as exhibit MGB8. Mr Tyldsley also refers to, and produces, a typewritten transcript of the note, with however a heading which is not in the manuscript note. The points recorded in this transcript are as follows ("DT" is Mr Tyldsley):

"1. We have developed a system described in UK Patent Application No 8926893.2 and 9013969.3.

2. It is our intention to jointly or independently pursue the commercial exploitation of the technology.

3. It is agreed that TR will be the vehicle through which the patent application will be executed.

4. TR will be the exclusive manufacturer of the process plant to be sold or rented irrespective of the eventual application to which the process will be applied.

5. TR will have exclusive rights to the exploitation of the technology for all offshore oil industry processes and land based processes related to the process of drilling oil and gas wells.

6. DT will receive a commission of a minimum of 2% of the invoice value of equipment sold and the rental value of the equipment. The commission will be based on the net ex works value of the equipment sold excluding packaging, freight, documentation, or items of a similar nature. This commission will be applicable to equipment sold by TR to TR's customers.

For the avoidance of doubt commission will not be paid on eqt manufactured for sale by DT.

7. DT will have exclusive rights to the use of the technology for land based applications other than those referred to resting with TR.
8. Development of the system by either party will be disclosed to the other party.
9. If 1 party does not wish to pursue a business opportunity the other party should be given the right of refusal to exploit that opportunity."

The three versions of this draft agreement are consistent at least in relation to the issues that are before me. They include terms that the patent would belong to RT, and Mr Tyldsley would receive a 2% royalty on equipment sold or rented by RT. In addition Mr Tyldsley would have exclusive rights to use the invention for land-based applications, though licensed apparatus would be manufactured by RT. Mr Bailey says in his declaration that further drafts were produced in the weeks that followed but that no formal agreement was made.

It was at much the same time that Mr Nash, as patent agent with responsibility for the patent application, was trying to complete the necessary documentation for the application. Mr Nash says in paragraph 18 of his declaration that he learnt on 9 August 1990 that Mr Tyldsley was not a full time employee of RT. However Mr Bailey told him that there was an understanding between Mr Bailey and Mr Tyldsley that any inventions arising from the cuttings cleaning programme would belong solely to RT, and in consequence Mr Nash on 16 August 1990 sent Mr Tyldsley an assignment (exhibit KWN15) for him to execute. The draft assignment refers to Mr Tyldsley as a contractor, recites that he had been employed by RT to design and develop systems and apparatus associated with RT's business and recites also an agreement between Mr Tyldsley and RT that inventions arising from such work would belong to RT.

Mr Tyldsley had by now become involved with MGA Environmental Services Ltd, a company in which Mr Meyjes had a controlling interest. From March 1990 Mr Tyldsley's monthly invoices for his services to RT's came from MGA Environmental Services Ltd instead of FTC. The intention was that Mr Tyldsley's right to exploit the invention in non-wellhead applications would be assigned to MGA Environmental Services Ltd. Mr Meyjes says that he was consulted by Mr Tyldsley in September 1990 about the assignment that

Mr Nash had sent to him in August, and he advised Mr Tyldsley that he should not sign it until a formal agreement had been made reflecting the heads of agreement.

Mr Nash says that he was told by Mr Bailey that Mr Tyldsley had denied receiving the assignment and he therefore, on 5 October 1990, sent Mr Bailey a copy of the assignment for Mr Tyldsley to sign. In January 1991 Mr Nash wrote and in March 1991 telephoned to remind Mr Bailey that the assignment was still outstanding. By now the matter would have been urgent, because the time prescribed by rule 15 of the Patents Rules for RT to declare the derivation of their right to the patent application was about to expire. Mr Nash says that Mr Bailey told him that Mr Tyldsley was in Norway, and would be unavailable to sign a replacement in time. Mr Nash says that during the course of the conversation Mr Bailey gave him more information about Mr Tyldsley's duties in relation to RT, and Mr Nash came to the conclusion that Mr Tyldsley was in fact a senior employee whose rights in the invention would belong to his employer. He accordingly advised that the assignment was not needed. On 22 March 1991 he filed a declaration of inventorship at the Patent Office, on behalf of RT, declaring that RT was entitled to the invention by virtue of Mr Bailey being a director and Mr Tyldsley being "a consultant under contract to the company at the time the invention was made".

Meanwhile, Mr Bailey had been consulting Messrs Paull & Williamson about a suitable agreement for Mr Tyldsley, and it appears from Mr MacLaren's declaration that negotiations took place between Mr Bailey and Mr Tyldsley between December 1990 and March 1991, culminating in a letter from Mr Bailey to Mr Tyldsley dated 20 March 1991 containing an offer which was expressed to be open to acceptance until 5pm on that day. Mr Tyldsley made a counteroffer within the time limit, but, as Mr MacLaren relates, it was unacceptable.

The Patent Office sends a copy of the declaration of inventorship direct to each inventor who is named in it. Mr Tyldsley took his copy of the declaration to Messrs Ledingham Chalmers, and further negotiations ensued before it was accepted in March 1992 that agreement could not be reached.

Mr Miller opened his submissions on behalf of Mr Tyldsley by reminding me that the right to the grant of a patent is stated in section 7(2) to belong to the inventor or joint inventors, subject to exceptions in favour of:

> (b) "... any person or persons who, by virtue of any enactment or rule of law .....or by virtue of an enforceable term of any agreement entered into with the inventor before the making of the invention, was or were at the time of the making of the invention entitled to the whole of the property in it (other than equitable interests) in the United Kingdom;
>
> (c) in any event, to the successor or successors in title of any person or persons mentioned in paragraph (a) or (b)....."

Mr Miller said that in practice the reference to any enactment meant section 39 of the Patents Act which deals with inventions made by employees. I should say at this point that counsel were agreed that Mr Tyldsley was not an employee of RT, and I accept that he was an independent contractor. Mr Miller submitted that on the facts of the case we were therefore looking for an enforceable agreement made before the invention was made (required by paragraph (b)), or an assignment made after the invention was made, which would satisfy paragraph (c). If neither could be found, the position would be that the patent ought to have been granted to Mr Tyldsley and Mr Bailey as joint proprietors, or since there was no dispute that section 39 applied as between Mr Bailey and RT, to Mr Tyldsley and Rig Technology Ltd as joint proprietors. I consider that this analysis is correct, and Mr Birss did not dispute it. Mr Miller's principal submission was that the requirements of neither paragraph (b) nor paragraph(c) were met, and he asked for an order that the proprietors of the patent were Mr Tyldsley and Rig Technology Ltd.

Mr Birss's principal submission was that there was what he called an "original agreement" made by Mr Bailey and Mr Tyldsley in December 1988, which continued in force until all three patent applications had been made. One of the terms of the agreement was that Rig Technology Ltd would get the patent rights. He submitted that the other terms of the original agreement, as to which there is no dispute, were that Mr Tyldsley would work for RT as project leader, and that RT would pay him.

As evidence of the disputed term of this agreement, Mr Birss said that Mr Tyldsley's conduct in dealing with Keith W Nash & Co while the applications were being prepared was inconsistent with a belief that the patent rights belonged partly to him. Mr Nash gives evidence that his firm was contacted on 10 October 1989 by Mr Tyldsley acting for RT. Exhibit KWN2 is a note of that conversation recording that the applicant was to be RT and the co-inventors were Mr Tyldsley and Mr Bailey, and noting also that Mr Tyldsley had agreed to send a description of the invention by first class post. Mr Tyldsley sent the description on 12 October. Keith Nash & Co asked for clarification of some aspects of the description, which was supplied by Mr Tyldsley, and the application was made on 28 November.

Mr Birss also referred me to para 29 of Mr Bailey's declaration, where Mr Bailey says that at no time until the summer of 1990 did Mr Tyldsley suggest that any of the patents being applied for should be in his name or in joint names. He also referred me to Mr Bailey's exhibit MGB5, a copy of agreements between RT and one of the oil companies made in September 1989. Mr Birss submitted that clauses 6 and 11 of one of the agreements were relevant to patent rights that arose from the project, and for Mr Tyldsley not to query his position at that stage was inconsistent with a belief that he was a joint proprietor. As regards this last point, I think it unlikely that, even though Mr Tyldsley was negotiating with the oil companies on behalf of RT, he would have paid attention to these two clauses of what appears to be a standard form of contract.

Mr Birss referred me also to four passages in Mr Tyldsley's second declaration where Mr Tyldsley agreed that the applications were to be in RT's name. These passages are on page 5 (para 20/21), page 6 (para 29), page 7 (para 32) and page 10 (point 5). Mr Tyldsley's agreement in his declaration are however qualified by references to a condition that he be given exclusive rights to non-wellhead applications (page 6), to an understanding that he would be given certain rights (page 7) and to exclusive rights in respect of non-wellhead applications (page 10).

Mr Birss acknowledged that Mr Tyldsley expected to get some sort of licence from RT, but submitted that the agreement that RT would be the proprietor of the patent was not affected

by the condition being too uncertain to be enforced. He said that RT had made numerous offers to Mr Tyldsley and they had all been rejected. It was not right, he submitted, that Mr Tyldsley should be able to refuse all offers and then insist on unscrambling the title to the patent.

Mr Miller acknowledged that Mr Tyldsley accepted that the patent applications were to be in the name of RT, but, he said, that was not an acceptance that all rights belonged to RT. There was no agreement within the meaning of section 7(2)(b), that is, before the invention was made. The agreement that the patent should be in RT's name, which would satisfy section 7(2)(c), and oblige Mr Tyldsley to execute an assignment, was conditional upon a further agreement being concluded for the grant of a licence to Mr Tyldsley. Since it was accepted that negotiations for such a licence had failed, the condition was not capable of being satisfied, and there was no agreement.

In my opinion, Mr Tyldsley and Mr Bailey agreed in December 1988 on some matters, as evidenced by Mr Tyldsley's letter which forms exhibit MGB1. They agreed, as Mr Birss has said, that Mr Tyldsley would work for RT and that he would be paid for it. They did not agree about patent rights - indeed I think it is clear that they did not consider the subject. They did however discuss other matters. Mr Tyldsley identifies two non-wellhead applications; he records the agreement that the cuttings project would take priority over them, but notes that when they address the non-wellhead applications an "equitable sharing of profits will be agreed". He also expressed an interest in developing a permanent relationship with Mr Bailey and in joining the staff of RT. He suggests that they review these other matters when they are clearer about the future of the cuttings project, probably in two or three months. He said it would in any case take two or three months to wind down his commitments to his own company.

Mr Birss said it would be inconsistent for Mr Tyldsley to talk about becoming an employee while maintaining a right to a licence. But in December 1988 nothing as concrete as a patent licence was being discussed. I understand Mr Tyldsley's letter to be identifying the possibility that a cleaning process would have application outside offshore drilling and that he would expect recognition for that.

The first patent application was made in November 1989 without the relationship being settled. Mr Tyldsley had represented RT both in its dealings with Keith W Nash & Co and in negotiations with the oil companies. It was agreed in August 1989 that the relationship needed to be resolved, and Mr Miller submitted that this confirmed that there was no agreement at that stage.

The next event of note is that Mr Tyldsley formed an association with Mr Meyjes, and at this point it would be convenient to note certain inconsistencies in Mr Tyldsley's evidence. The first is in his statement of case, where he says in the opening sentence that the patent application was made without his consent. In paragraph 1 of his first declaration he admits that that was wrong but that his consent was subject to the grant of a licence.

Secondly, Mr Tyldsley says in paragraph 4(2) of his first declaration that he denies ever having expressed an interest in being an employee of RT, but withdraws that statement in his second declaration (at page 4, para 11). He says he intended only to deny that he actually was an employee.

Thirdly, Mr Tyldsley says in his first declaration that discussions on the heads of agreement took place in 1989 after confirmation that funding had been received (which would be shortly after he and Mr Bailey had agreed that they needed to resolve their relationship). In his second declaration (at page 7, para 31) he agrees with Mr Bailey that the heads of agreement date from September 1990. He adds that the date is not relevant since the document simply reflected what had been agreed in principle at the start of the project. What this mistake suggests to me is that, as seen by Mr Tyldsley, there was no change in his relationship with RT between September 1989 and September 1990. He was continuing to act, from month to month in a half-time capacity, as project manager for RT on the cuttings project. However, it was during this period that he became involved with Mr Meyjes' company, and presumably gave up any intention or expectation of becoming an employee of RT. In Mr Birss's submission, it was probably his involvement with Mr Meyjes that wrecked the chance of agreeing terms for a licence, because Mr Bailey regarded Mr Meyjes as a competitor whom he would not share his technology with.

Finally, Mr Tyldsley says in his second declaration (page 7, para 33/34) that he did not receive the assignment that Mr Nash sent for his signature in August 1990. However, Mr Meyjes says in paragraph 9 of his declaration that in September 1990 he was approached by Mr Tyldsley for advice about Mr Nash's letter of 16 August 1990 asking him to assign the patent to RT.

It is understandable that a witness's recollection of events that occurred five years earlier might not be entirely accurate, but I consider that in view of the four instances I have mentioned I ought to approach Mr Tyldsley's evidence with some caution.

Mr Meyjes gives evidence that he had known Mr Tyldsley since they were both working for Croda Chemicals in 1977, and they formed a closer commercial relationship in 1988. Subsequently Mr Tyldsley worked as a consultant for Mr Meyjes's company MGA Trading Ltd, and it appears that throughout 1989 and 1990, when Mr Tyldsley was not working for Mr Bailey's company he was working for Mr Meyjes's company. In February 1990, a new company MGA Environmental Services Ltd started to submit invoices to RT for Mr Tyldsley's services, and in September 1990 Mr Tyldsley became a director of MGA Environmental Services Ltd. Mr Birss submitted that it was Mr Meyjes' involvement in Mr Tyldsley's affairs that made agreement impossible. This submission is supported by the evidence, and I accept it. Yet it is strange that Mr Bailey did not react more strongly in early 1990 when invoices for Mr Tyldsley's services started to arrive from MGA Environmental Services Ltd instead of Fluid Treatment Consultants A/S, and it is also surprising that at a time when Mr Tyldsley was so closely involved with the affairs of RT he should become a director of a competitor company. It is clear that there was a serious misunderstanding between Mr Tyldsley and Mr Bailey.

In summary, I am bound to say that I find it difficult to choose between Mr Miller's submission that there was no agreement such as would cause Mr Tyldsley to lose his right to be a joint proprietor of the patent, and Mr Birss's submission that Mr Tyldsley's conduct towards RT, and particularly in acquiescing in RT being named as sole applicant for the patent, amounted to an implied agreement that RT should own the patent rights.

In my judgment there was an original agreement between Mr Bailey and Mr Tyldsley made in December 1988, the terms of which were that Mr Tyldsley would work for RT on a half-time basis and that RT would pay him. Mr Tyldsley's duties, and his remuneration, were agreed, but beyond that there was only an agreement to agree about some matters, and other matters, such as any patent rights, were not discussed at all. Mr Birss's submission that the ownership of any patent rights was covered by the original agreement is not in my view supported by the evidence.

Subsequent to December 1988, a number of other matters were agreed between Mr Tyldsley and RT, so that the original agreement grew by accretion. For example it was agreed that RT's obligation to pay Mr Tyldsley would be satisfied by paying FTC, and later still, MGA Environmental Services Ltd. It was agreed in August 1989 that Mr Tyldsley's monthly fee would be increased, and it was agreed that Mr Tyldsley would deal with Keith W Nash & Co when the patent applications were being prepared.

There was no express agreement about the patent rights, but in my opinion if the traditional officious bystander had watched the relationship develop and posed the question "shouldn't you decide who the patent rights belong to?" it is more likely than not that the answer would have been that it goes without saying that they belonged to RT. That would have been the answer, in my judgment, between September 1989 and August 1990. In August 1990, Mr Tyldsley was asked to execute the assignment in favour of RT and appears for the first time to have been troubled by the question of the ownership of the patent rights. However, he did not voice his concerns to RT but instead represented that he had not received the assignment. In my opinion the implied agreement continued at least until October 1990, when, as Mr Bailey relates in paragraph 33 of his declaration, he handed Mr Tyldsley a further copy of the assignment and Mr Tyldsley said he wanted to think about it.

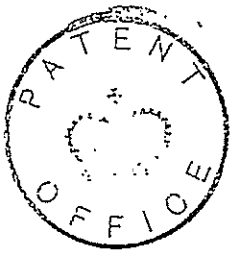
Mr Miller's argument was that any agreement was conditional upon the grant of a licence to Mr Tyldsley, but in my opinion, it was an expectation rather than a condition. There is no evidence before November 1989 or early 1990, when Mr Tyldsley became involved with MGA Environmental Services Ltd, that Mr Tyldsley had changed his mind about wanting

to become an employee of RT, and it seems to me unlikely that a prospective employee would expect his future employer to agree to his exploiting the invention independently.

It is likely that the invention that is the subject of the first priority document was made before the implied agreement was made. The patent application was filed in November 1989, but the invention was probably made many months earlier. It is possible that the same is true of the second priority document, because Mr Bailey complains, as recorded in paragraph 7 of Mr Bailey's declaration, that the principal new subject matter of the second document could have been included in the first document. The precise relationship between the date of the implied agreement and the date when the or each invention was made is however unimportant, because, in my opinion, the rights belong to RT by virtue of the implied agreement which makes RT either entitled to Mr Tyldsley's rights in the invention under section 7(2)(b) or the successor in title of Mr Tyldsley under section 7(2)(c).

In conclusion therefore I find that the rights in the subject matter of the patent properly belong to RT, and I dismiss Mr Tyldsley's reference. I award the proprietor Rig Technology Ltd the sum of £1000 as a contribution to its costs and direct that this sum be paid to it by the referrer Derek Tyldsley.

Dated this 11 day of May 1995



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Superintending Examiner, acting for the Comptroller

THE PATENT OFFICE