fact many global sale agreements which are in themselves assignments. Nor did Mr. Pumfrey. He said that if there were such documents then they are within section 33 and so section 68. He submitted that parties who enter this kind of arrangement know there are local formalities to be complied with in various countries. Here the formality is that the assignment must be registered and failure to do so results in the section 68 sanction. If people enter into a short form after the patent has already been assigned, they have not done that which is required by section 33. So that may be an unintended consequence of section 68, but it is the consequence all the same. Mr. Pumfrey, if he is otherwise right, must be right about this too. Whether that in practice could create problems in a large number of cases I do not know.

I turn to the points argued by Mr. Miller.

The Stamp Act point

Before proceeding with this further I note that this cannot be a general solution to the problem. It depends for its validity on section 14(4) of the Stamp Act.

> The argument is that neither the Comptroller nor the court can take any notice of A1 by virtue of section 14 of the Stamp Act. Even if the document is effective between the parties to vest the patents in Stena, that fact is not receivable in evidence and should be ignored. It should be ignored for the purposes of this application and should presumably likewise be ignored if and when section 68 falls to be considered. Stena's argument is supported by the Comptroller, whose assistance by way of a written submission from Mr. Silverleaf of counsel I requested at a directions hearing. He put it thus: " [The registration of A2] can only be challenged on the basis that A2 was a nullity. To establish that proposition requires proof of A1, which would require A1 to be stamped."

Now section 14 is not a " voiding" provision. and notwithstanding the wide words of the section, there are cases where the courts or others have considered an unstamped document and given effect to it. The court must, for instance, look at a document to see whether it is stamped either at all or " duly" . and there is a well-recognised practice of the court acting on an unstamped document where the party concerned undertakes to get it stamped. But the former use of the document is clearly implied from the statute and the latter is really no more than a way of avoiding an adjournment for the document to be stamped. I turn to the authorities to see whether wider use of an unstamped document may be made.

> In R. v. Fulham, Hammersmith & Kensington Rent Tribunal ex parte Zerek [1951] 2 K.B. 1 the jurisdictional issue before a rent tribunal had been, were the premises the subject of a furnished letting or not? The landlord relied upon an unstamped document which said the premises were furnished and the tenant had given evidence that he had taken the premises unfurnished but that the landlord had made him sign the document before giving him possession. The tribunal had ***190*** accepted the tenant's evidence and held it had jurisdiction. A writ of *certiorari* was sought and the heart of the decision was concerned with the extent to which an inferior tribunal could look into the question of its jurisdiction. Nothing turned on the unstamped nature of the document for that purpose. However Lord Goddard C.J. added at page 7: " There is one other matter which, though immaterial for the purpose of the decision, cannot be passed over without notice. The document produced by the landlord, and on which he relied as a memorandum of agreement, was improperly stamped. It may be that he required the tenant to sign over the stamp with a view to impressing on him that it was a formal document, but the document would in any case have required a sixpenny stamp. Had he attempted to put it before a court of law, an arbitrator or a referee, it could not have been looked at without requiring him to pay the proper stamp duty and a penalty of £10. These tribunals cannot be described as courts of law for the reasons for which this court pointed out in Rex v. Brighton and Area Rent Tribunal [1950] 2 K.B. 410 nor are its members arbitrators or referees. We could not say, therefore, that they were not entitled to look at the document, and, as we have to consider whether the decision was within their jurisdiction, it is necessary for us to look at the same evidence as was before them. It will be for the Commissioners of Stamps to determine what, if any, action they should take in view of what appears to be a deliberate under stamping of the document; and it will accordingly be sent to them by the court."

I do not quite understand why, just because the rent tribunal was not a court of law, the document could be taken into account by the tribunal. Lord Goddard did not say why and did not deal with the language of section 14 (*not be … available for any purpose whatever*). No argument appears to have been directed at the point, even though there were fine counsel on both sides. However, upon the assumption that the document was available to the tribunal, I can readily follow the next step, that the court, in reviewing the decision for jurisdictional error, could look at the document too. In the end, although it was sent for stamping, the effect of the court's decision was that the document was " bogus" (Devlin J.'s word (at page 14)). I do not think Kensington assists one way or the other.

In Birchall v. Bullough [1896] 1 Q.B. 325 the plaintiff sued for the return of money lent. An interrogatory was administered to the defendant, asking him whether he had signed a promissory note for a certain sum. At trial