

O-239-05

**TRADE MARKS ACT 1994**

**IN THE MATTER OF REGISTRATION NO 1501909  
OF THE TRADE MARK:**

**VIPER**

**IN THE NAME OF ROBERT DENNIS BUSBRIDGE  
AND MARTIN ALAN BUSBRIDGE  
TRADING AS COBRETTI ENGINEERING**

**Trade Marks Act 1994**  
**In the matter of registration no 1501909**  
**of the trade mark: VIPER**  
**in the name of Robert Dennis Busbridge and**  
**Martin Alan Busbridge trading as Cobretti Engineering**

- 1) In this decision I quote documents as presented, without correction.
- 2) The matters under consideration in this decision were aired in opposition proceedings in relation to the registration. The opposition was the subject of decision BL O/220/04 of 27 July 2004. In the opposition proceedings the opponent, Mr Kenneth Cook, had raised various issues in relation to the assignment of the trade mark. The hearing officer, Mr Reynolds, dealt with this matter towards the end of his decision:

**“The assignments of the applied for mark**

102. The application that is the subject of this opposition was filed on 18 May 1992 in the name of Cobretti Engineering (a partnership). Two changes of ownership have been recorded since that time.

103. By Form TM16 filed on 13 March 2002 Autotrak Limited took assignment of the application from Cobretti Engineering. Although not filed until 13 March 2002 the actual transfer of ownership is said to have taken place on 22 October 1992. It is said that this assignment was not perfected until an addendum to the original document was made. Both documents are shown at Exhibit RB 31. The second document does not carry the date of its execution but was said at the hearing to have been entered into in 2002 (probably at the time the TM16 was filed).

104. By Form TM16 filed on 19 April 2002 Robert Dennis Busbridge took assignment of the application from Autotrak Limited. In this case the transfer of ownership is said to have taken place on 18 March 2002.

105. The Registry has recorded these assignments with the result that the application now stands in the name of Robert Dennis Busbridge.

106. Mr Cook has challenged the legality of these assignments as part of his grounds of opposition. Specifically, he says that Cobretti Engineering was declared bankrupt in May 1993. He suggests that the assignment was a way of taking the trade mark application away from Cobretti and that Mr Busbridge cannot, for convenience as he puts it, resurrect Cobretti for the purposes of effecting the assignments. The underlying claim has been expanded on both in evidence and submission at the hearing.

107. Mr Cook’s claim gives rise to a number of issues. The first is whether it is open to a party to raise a challenge to an assignment as a ground of opposition. Section 18 of the Act deals with opposition to registration. Section 18(1) places a requirement on the Registrar to advertise applications. Section 18(2) provides for opposition to be made:

“(2) Any person may, within the prescribed time from the date of the advertisement of an application, give notice to the Registrar of opposition to the registration.”

108. It would seem, therefore, that the provision is concerned with opposition to the registration of the application, in other words matters that, if decided in an opponent’s favour, would act as a bar to registration. A wrongly filed assignment (assuming for present purposes that such was conceded to be the case) is, it seems to me, a matter affecting the ownership of a mark and not the registrability of an application.

109. I am not aware of any authority under the 1938 Act which bears on the point. A similar point did, however, arise in opposition proceedings under the 1994 Act in *FSS Trade Mark*, O-314-99, with the Hearing Officer holding that:

“Section 27(3)<sup>1</sup> of the Act states that an application to register particulars of a registrable transaction shall, where an application for registration is concerned, be considered as the giving of notice to the registrar of the particulars in question. The transaction cannot be recorded on the register until such time as the mark itself is placed upon the register. Consequently, this aspect of the opponent’s case is really an attempt to oppose the recording of the registrable transaction upon registration rather than the application for registration itself. The Act and Rules make no provision for an opposition to the recordal of an assignment. If a party wishes to challenge such a transaction the proper mechanism would appear to me to be for them to file an application for rectification of the register under s64 of the Act.”

110. I accept that considerable care must be exercised in drawing analogies between the two Acts. However, I am of the view that it is not open to me to consider the validity of the assignments, which resulted in title devolving to Mr Busbridge, as part of this opposition. Such matters would formerly have been considered under the rectification provisions of Section 32 of the 1938 Act and are now covered by Section 64 of the 1994 Act.

111. There is, nevertheless, one aspect of what has happened that gives me cause for concern. That is whether the Registry was correct to record the two assignments while the application remained pending under the 1938 Act. It is a point that Mr Cook has, rightly in my view, alluded to and needs to be addressed. Although it is strictly not a matter between the parties I propose to record my views because it seems to me that corrective action is required.

112. Section 22 of the 1938 Act deals with assignment and transmission of trade marks. Section 22(3) is relevant to the current circumstances but it needs to be read in conjunction with the preceding subsections:

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<sup>1</sup> Section 27(3) of the 1994 Act deals with applications for registration of a trade mark as an object of property and the basis on which particulars are to be entered in the register.

“22.-(1) Notwithstanding any rule of law or equity to the contrary, a registered trade mark shall be, and shall be deemed always to have been, assignable and transmissible either in connection with the goodwill of a business or not.

(2) A registered trade mark shall be, and shall be deemed always to have been, assignable and transmissible in respect either of all the goods in respect of which it is registered, or was registered, as the case may be, or of some (but not all) of those goods.

(3) The provisions of the two foregoing subsections shall have effect in the case of an unregistered trade mark used in relation to any goods as they have effect in the case of a registered trade mark registered in respect of any goods, if at the time of the assignment or transmission of the unregistered trade mark it is or was used in the same business as a registered trade mark, and if it is or was assigned or transmitted at the same time and to the same person as that registered trade mark and in respect of goods all of which are goods in relation to which the unregistered trade mark is or was used in that business and in respect of which that registered trade mark is or was assigned or transmitted.”

113. Further effect was given to Section 22(3) by Rule 62(2) of The Trade Marks and Service Marks Rules 1986. The latter were revoked when the 1994 Act came into being (see the list of revoked Rules in Schedule 1 to the Trade Marks Rules 1994). It was further confirmed in *Interlego AG's Trade Mark Applications* [1998] RPC 69 that:

“Further the combined effect of rules 1 and 69(1) of the 1994 Rules is to repeal the earlier rules without qualification and to replace them with the 1994 Rules with effect from October 31, 1994. In my judgment, the natural inference, in these circumstances, is that the 1994 Rules in so far as they relate to practice and procedure, were intended to apply to pending applications with effect from October 31, 1994.”

114. However, paragraph 10(1) of Schedule 3(Transitional Provisions) to the 1994 Act provides that:

“10.-(1) An application for registration of a mark under the 1938 Act which is pending on the commencement of this Act shall be dealt with under the old law, subject as mentioned below, and if registered the mark shall be treated for the purposes of this Schedule as an existing registered mark.”

(the reference to “subject as mentioned below” is in relation to associated trade marks and is not relevant for present purposes).

115. The net effect of this is that, notwithstanding the fact that Rule 62(2) ceases to apply (because of the repeal of the 1986 Rules), Section 22(3) of the 1938 Act remains relevant and applicable to this pending application. The further consequence, in my view, is that it was not open to the Registry to

record the assignment of the pending application in advance of registration as it did not come within the specific exception referred to in the Section, (that is to say it was not at the time of assignment used in the same business as a registered mark).

116. I, therefore, take the view that the recordals of the assignments from Cobretti Engineering to Autotrak Limited and from Autotrak Limited to Robert Dennis Busbridge were errors of procedure in or before the Office. Such errors are capable of correction by virtue of Rule 66 of the Trade Marks Rules 2000. I take the view that this matter should be remitted to the appropriate Section in the Registry for the application to be returned to the name of the original applicant (Cobretti Engineering) before the application can be allowed to proceed (subject, of course, to the outcome of any appeal). I do not propose to deal with Mr Cook's other objections to aspects of the assignments. If matters progress to that point those objections would need to be made the subject of a (post registration) application for rectification under the 1994 Act."

3) Mr Reynolds' decision was not the subject of an appeal and is now final. On 26 November 2004 the registrar received a letter from Mr R Busbridge with various enclosures:

- A form TM16 – application to register a change of proprietor. The form stated that the current proprietor of the trade mark was Autotrak Ltd and that the new proprietor was Robert Busbridge. The form stated that the transfer of ownership took place on 18 March 2002. The form was signed by Georgina D Busbridge as director of the earlier proprietor. Attached to the form was a trade mark assignment document made on 18 March 2002.
- A form TM16. The form stated that the current proprietor was Cobretti Engineering Robert Busbridge and that the new proprietor was Autotrak Ltd. The form stated that the transfer of ownership took place on 22 October 1992. The form was signed by Robert Busbridge in his position as partner. Accompanying the form was a typed document that stated:

“THIS IS TO CERTIFY THAT AS FROM THE 22nd OCTOBER, 1992 ALL STOCK AND ASSETS TO INCLUDE COBRETTI AND VIPER TRADEMARKS HAVE BEEN PURCHASED BY AUTOTRAK LIMITED FROM THE FORMER PROPRIETORS OF COBRETTI ENGINEERING.”

The document bears three signatures, one of them identified as being that of a witness. A further document is attached, this states:

“Addendum to Agreement dated 22 October 1992 BETWEEN Cobretti Engineering (a partnership) of 2 Restmor Way, Hackbridge Road, Wallington, Surrey, SM6 7AH (represented by Mr. R.D. Busbridge) AND Autotrak Limited, a British Company of the same address (represented by Mrs. G.D. Busbridge).

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions of which the amount or value or the aggregate amount or value of the consideration exceeds £50,000 (Fifty Thousand Pounds).”

The document is signed by R D Busbridge for Cobretti Engineering (a partnership) and Mrs G D Busbridge for Autotrak Limited.

4) On 29 November 2004 an application for the renewal of the registration (form TM11) was received by the registrar. The form was completed by Robert Dennis Busbridge and stated that the registered proprietor of the trade mark was the same Robert Dennis Busbridge. The processing of the renewal form was the subject of failings in the Registry leading to confusion, and incorrect statements, as to the status of the trade marks and status of the forms TM16 that Mr R Busbridge had submitted earlier. On 6 January 2005 the registrar wrote to Mr Abnett of Reddie & Grose to advise that there had been an error by the Registry in relation to the renewal – Mr Abnett has had an intermittent involvement in the case.

5) On 4 February 2005 the registrar wrote to Mr R Busbridge. The final part of the letter is written in the following terms:

“We are therefore able to consider recording your assignment requests, but in order to do so, we require sufficient documentary evidence (under Rule 41(2)(b) to establish the first transaction, that is, to Autotrak Limited. I would therefore be grateful if you could tell me:

1. When was the document dated 22 October drawn up?
2. Is it the instrument of transfer, or a retrospective certificate that such a transfer occurred?
3. If the latter, was there an instrument of transfer?
4. Please state who each of the signatories are, and in what capacity they signed?
5. If Cobretti Engineering was a partnership, have all the partners signed the document?”

6) On 22 February Mr R Busbridge replied to the official letter of 4 February 2005. His response was as follows:

- “1/ This Document was drawn up on 22 October 1992.
- 2/ This is the instrument of transfer
- 3/ N/A
- 4/ The signatories on the document dated 22 October 1992 are,

Signature 1 Robert Busbridge, Partner of Cobretti Eng/Director of Autotrak Ltd

Signature 2 Georgina Busbridge, Director of Autotrak Ltd

Witness 3 Colin Bruce, Designer Engineer of Cobretti/Autotrak

5/ Martin Busbridge retired from the partnership of Cobretti Eng by agreement dated 29 June 1992, (copy enclosed)”

Enclosed with the letter was a handwritten document dated 29 June 1992. It was headed “TERMINATION OF BUSINESS PARTNERSHIP” and stated:

“AFTER MUTUAL DISCUSSION WITH MR R BUSBRIDGE AND MR M. BUSBRIDGE ON THE DAY DATED MONDAY 29<sup>TH</sup> JUNE 1992 IT WAS DECIDED THAT THE PARTNERSHIP BETWEEN THE TWO PARTIES WOULD BE TERMINATED.”

The document is signed by R Busbridge and M Busbridge.

7) On 8 March 2005 the registrar wrote to Mr R Busbridge. The official letter included the following:

“Thank you for your letter of 22 February and the (copy) document attached to it dated 29 June 1992.

1. The document appears to show that the partnership known as Cobretti Engineering dissolved on that date. Was the partnership governed by a written agreement, in which case, is a copy of that agreement still in existence; or was the partnership ‘a partnership at will’?

2. Given that the partnership dissolved on 29 June 1992, who owned its assets after that date and how did they acquire the title to those assets?

3. Referring to the instrument of transfer dated 22 October 1992, please can you tell me who are the assignors described as ‘the former proprietors of Cobretti Engineering’?”

8) On 20 March 2005 Mr R Busbridge responded. Inter alia, Mr R Busbridge wrote the following:

“1. The document dated 29 June 1992 shows that the partnership between R Busbridge and M Busbridge would be terminated and M Busbridge retired from the partnership, not that the business ceased trading the partnership was by verbal agreement.

2. As I was continuing proprietor / partner of Cobretti Engineering since the retirement of M Busbridge I owned title to the assets of the former partnership, and continued the business of Cobretti Engineering as sole trader with my wife G.D. Busbridge.

3. The assignors on the instrument of transfer dated 22 October 1992 are Robert. D. Busbridge and Georgina. D. Busbridge.”

9) The registrar responded on 4 April 2005. His letter stated the following:

“From the information you have given, it appears that Cobretti Engineering was a partnership at will, comprising yourself and Mr M Busbridge, which

was dissolved on 29 June 1992. The trade mark was an asset of that partnership when the application to register it was made on 18 May 1992. Once the mark became registered, it became a property right and is deemed to have been such at all times (section 22 of the Trade Marks Act 1938 and paragraph 8 of Schedule 3 (Transitional Provisions) to the Trade Marks Act 1994 refer). The partners were therefore entitled to assign that property to another, but that does not seem to have happened during the existence of the partnership.

Based on the 'Saxon' case (see page <http://www.patent.gov.uk/tm/legal/summaries/2002/o45502.htm> on our website), it would also appear that when the partnership was dissolved, both of the partners were entitled to their share of its assets, but neither partner automatically became the legal proprietor of the property of the partnership. This is not affected by the fact that the business may have carried in the same name after 29 June 1992, whether as your trading name and/or as a new partnership, comprising yourself and your wife.

Consequently, there appears to be a gap in the chain of title because there has been no request to record a transfer of ownership of the mark from the original partnership to yourself as sole owner, or to you and your wife, whether as joint owners or as a partnership at will. It is therefore not clear how you and Mrs Busbridge became owners of the trade mark which you claim to have assigned to Autotrak Limited on 22 October 1992.

The result is that we can record neither of the assignments which you have asked us to, because at the time the first transaction occurred, 1) the partnership of Cobretti Engineering had ceased to exist so no-one could sign form TM16 on its behalf as required by Rule 41(2) of the Trade Marks Rules 2000, and 2) the documentary evidence you supplied cannot suffice as an alternative to the provision of such signatures because the purported assignment was legally ineffective. As a result, the second transaction dated 18 March 2002, is also invalid.

If that is the case, your request to renew the registration will also have to be rescinded because it was not made by, or on behalf of, a person being the proprietor of the mark.

If you do not agree with my decision, as set out above, you may request a hearing before the registrar in this matter.”

10) On 6 May 2005 a further official letter followed. It set a date for a response to the official letter of 4 April 2005, 20 May 2005, and stated that in the absence of any response, the renewal of the trade mark would be rescinded as it was not made by, or on behalf of, a person being the proprietor of the trade mark; for the reasons given in the official letter of 4 April 2005. The official letter stated that the status of the trade mark would then be expired.

11) On 10 May 2005 Mr R Busbridge responded to the official letter of 4 April 2005 in the following terms:

“Thank you for your letters of the 4 April and 6 May 2005, I apologise for the delay in replying.

In response I have enclosed form TM16 + fee of £50.00 and a declaration regarding stamp duty to enable you to correct the register.

As I have had to conduct this matter myself, and not being fully conversant with Patent office procedure, this was overlooked in respect to the above application.

If this is still insufficient then I would like to request a hearing.”

The form TM16 enclosed is dated 24 April 2005. It is signed by Robert Busbridge as proprietor of Cobretti Engineering. It applies for the recordal of the transfer of the trade mark to “COBRETTI ENGINEERING ROBERT BUSBRIDGE T/A”. It states that the transfer took place on 29 June 1992. The addendum referred to in Mr Busbridge’s letter is as follows:

“Addendum to Agreement dated 29<sup>th</sup> June 1992 between Cobretti Engineering of 2 Restmor Way Hackbridge road Wallington Surrey SM67AH and Robert Busbridge represented by Robert Busbridge of Hillfield Avenue Morden Surrey SM4 6BA.

I hereby certify that the transfer hereby affected does not form part of a larger transaction or of a series of transactions of which the amount or value or the aggregate amount or value of the consideration exceeds £50,000 (fifty thousand pounds.”

It is signed by Robert Busbridge for and on behalf of Cobretti Engineering.

12) On 8 June 2005 the registrar responded. The core of the official letter is as follows:

“We are unable to action your request to record the assignment because we cannot accept your signature (at section 9(a) of the form) on behalf of Cobretti Engineering because that company has ceased to exist, as I pointed out in my letter of 4 April. You have also failed to provide any satisfactory documentary evidence of the transfer.”

Mr R Busbridge was advised that if he did not agree with the decision that he had a right to a hearing.

13) On 16 June 2005 Mr R Busbridge sent a further letter to the registrar. His letter reads as follows:

“Thank you for your letter of the 8 June 2005, regarding your decision that you cannot accept my signature on form TM16, because Cobretti Engineering has been dissolved, this I do not understand, as since my Application for this Trade Mark on the 18 May 1992 to date, my signature has been accepted on every other Patent Office form, Witness Statement, Statutory Declaration, Opposition Proceedings documents, all relating to the above matter, and on behalf of myself or Cobretti Engineering.

It is due to Chryslers Application for the above mark, and the threats of Litigation from a Mr Kenneth Cook by letter of 31 May 1992 (copy enclosed) that the partnership of Cobretti Engineering ceased, I had already instructed my Solicitor, Taylor Wilcox, and Patent Agent Reddie & Grose, to act for myself, and Cobretti, on the 3 June 1992, (copy enclosed), to oppose Chryslers Application for the Viper trade mark, and defend the impending litigation from Mr Cook. Mr Cook further warned of his pending action against my brother and I, by letter from his Patent Agent dated 3 July 1992, (copy enclosed), as my brother did not want to get involved in any litigation, he consequently retired from the business on the 29 June 1992.

Mr Cook eventually served his action against us in November 1993, which I personally had to defend until mid 1999.

You say I have not provided any satisfactory documentary evidence of a transfer, to which I was unaware that I had to provide.

I have enclosed copies of two letters from our Solicitor dated 28 January 1993 and 17 February 1993, the first being a letter from Taylor Wilcox to Martin Busbridge, the second being a letter from Taylor Wilcox to myself Robert Busbridge, outlining our agreement that I will accept all responsibility for all debts, and commitments of Cobretti Engineering, whenever incurred, and that I shall provide an Indemnity to my brother, Martin Busbridge from any actions against us, either for alleged infringement of trade mark, or Copyright, which I did, and he was excluded from those actions, I have continued to deal with both of these matters personally or through my Solicitors, or Agent, for the past 13 years.

After 13 years of defending my rights in the above matter, and having finally been granted the mark Viper, by the Patent Office, and after a substantive hearing on the 1 June 2004, and encompassing all the above issues, you now say I am not the proprietor, because I failed to fill in a TM16 form in 1992.

Under the above circumstances I wish to request a hearing in the above matter under rule 54(1) of the Trade Mark rules.”

14) The letters referred to are appended as an annex to this decision.

15) Below is a table of the events and actions pertinent to the issues under consideration in this decision prior to 26 November 2004.

18 May 1992	TM3 in name of Cobretti Engineering (a partnership). TM4s in names of Robert Dennis Busbridge and Martin Alan Busbridge.
24 July 1992	TM1 (dated 23 June 1992) appointing Reddie & Grose as agents for Cobretti Engineering.
21 September 1992	Official letter advising of suspension of application pending outcome of application no 1410265
28 September 1992	TM20 and covering letter dated 25 September 1992 amending name of applicant to Robert Dennis Busbridge and Martin Alan Busbridge trading as Cobretti Engineering – letter states that this is a partnership. Original filing name an error.

22 February 1993 and 26 April 1993	Letters dated 18 February 1993 and 26 April 1993 from agents requesting confirmation that TM20 has been actioned.
14 June 1993	Official letter advising that form TM20 has been actioned.
7 February 2002	Official letter advising that suspension of application lifted following outcome of application no 1410265.
20 February 2002	TM21 to amend address of proprietor – proprietor still Cobretti Engineering (a partnership).
13 March 2002	TM16 to register new proprietor – Autotrak Limited – date new proprietorship took over – 22 October 1992. Current proprietor identified as Cobretti Engineering (a partnership).
15 April 2002	Official letter enclosing assignment certificate and stating transaction would be published on 15 May 2002.
19 April 2002	TM16 to register Robert Dennis Busbridge as new proprietor – date new proprietorship took over – 18 March 2002.
10 May 2002	Official letter enclosing assignment certificate and stating transaction would be published on 12 June 2002.
30 October 2002	Correspondence and enclosures, covering letter dated 28 October 2002, from K Cook.  Bankruptcy order against Robert Dennis Busbridge dated 22 July 1993 – “It is ordered that ROBERT DENNIS BUSBRIDGE OF 22 HILLFIELD AVENUE, MORDEN, SM4 6BA, TRADING WITH ANOTHER AT 2 RESTMOR WAY, WALLINGTON, SM6 7AH AS COBRETTI AS A RESTORER OF CLASSIC CARS, BOTH IN SURREY be adjudged bankrupt.” “One of the Official Receivers attached to the Court, is by virtue of this order receiver and manager of the bankrupt’s estate.”  Details from Companies House – Autotrak Limited – incorporated on 22 October 1992. RD Busbridge director from 30 October 1992 to 22 July 1993.
12 November 2004	Official letter of 12 November 2004 to agents advising that renewal fee is required.
18 November 2004	Letter from agents stating that application is wrongly shown as “expired”.

16) Mr R Busbridge availed himself of a hearing, which took place on 24 August 2005.

17) The position stated in Mr Reynolds’ decision re assignment of trade marks is clearly correct. In relation to unregistered trade marks “Kerly’s Law of Trade Marks and Trade Names (twelfth edition)”:

“Unregistered marks are assignable with the same freedom as registered, if, and only if, they are assigned together with – at the same time and to the same assignee as – registered marks, in the conditions laid down by section 22(3).”

So the original assignments of the application by the Registry were contrary to section 22(3) of the 1938 Act, as there was no assignment with a registered trade mark. As per rule 66 of the Trade Mark Rules 2000 the acceptance of the assignments was an irregularity in procedure and should be deemed never to have been effected. It is to be noted that there was no bar to filing a request for recordal of assignment prior to registration, only to the recordal of the assignment – except in the specific circumstances that allowed for the recordal. Under the 1938 Act it was common practice for such applications to be made, the Registry would record the assignment immediately following registration.

18) The current rules apply to the registration and applied to the application as from 31 October 1994 as per *Interlego AG's Trade Mark Applications* [1998] RPC 69 (see Mr Reynolds' decision above.) Under the transitional provisions of the 1994 Act the issue of assignment fell to be dealt with under the 1938 Act (as per paragraph 10 of schedule 3 of the 1994 Act.). In relation to the renewal of the trade mark this has to be dealt with under the terms of the 1994 Act as per paragraph 15 of schedule 3:

“15. - (1) Section 42(1) of this Act (duration of original period of registration) applies in relation to the registration of a mark in pursuance of an application made after the commencement of this Act; and the old law applies in any other case.

(2) Sections 42(2) and 43 of this Act (renewal) apply where the renewal falls due on or after the commencement of this Act; and the old law continues to apply in any other case.

(3) In either case it is immaterial when the fee is paid.”

Rule 41 of the Trade Mark Rules 2000 states:

“41. - (1) An application to register particulars of a transaction to which section 25 applies or to give notice to the registrar of particulars of a transaction to which section 27(3) applies shall be made, subject to paragraph (2) below,

(a) relating to an assignment or transaction other than a transaction referred to in sub-paragraphs (b) to (d) below, on form TM16;

(b) relating to a grant of a licence, on form TM50;

(c) relating to an amendment to, or termination of a licence, on form TM51;

(d) relating to the grant, amendment or termination of any security interest, on form TM24; and

(e) relating to the making by personal representatives of an assent or to an order of a court or other competent authority, on form TM24.

(2) An application under paragraph (1) above shall-

(a) where the transaction is an assignment, be signed by or on behalf of the parties to the assignment;

(b) where the transaction falls within sub-paragraphs (b), (c) or (d) of paragraph (1) above, be signed by or on behalf of the grantor of the licence or security interest;

or be accompanied by such documentary evidence as suffices to establish the transaction.”

19) There are various inconsistencies in relation to the issues in this case. A document has been filed to show that the partnership between Messrs R and M Busbridge ended on 29 June 1992. However, on 28 September 1992 the representatives of the partnership, Reddie & Grose, filed a form TM20, dated 25 September 1992 amending the name of applicant to Robert Dennis Busbridge and Martin Alan Busbridge trading as Cobretti Engineering; an accompanying letter states that this is a partnership. The Registry was advised that the original name of the applicant was an error. On 22 February 1993 and 26 April 1993, letters were received from Reddie & Gross requesting confirmation that this change had been effected. On 20 February 2002 a form TM21 was received from Reddie & Grose to change the address of the applicant. The proprietor is shown as Cobretti Engineering (a partnership). Reddie & Grose signed the following declaration upon the form:

“I declare that there has been no change in the actual proprietorship of the application(s) or registration(s).”

The TM16 dated 13 March 2002 states that the trade mark was assigned by Cobretti Engineering (a partnership) on 22 October 1992. However, the TM16 dated 22 April 2005 states that the trade mark was assigned to Cobretti Engineering Robert Busbridge t/a on 29 June 1992. No primary documentation has been submitted in relation to the disposal of the assets of the partnership. The TM16 forms assigning the rights in the trade mark from the partnership have solely been signed by Robert Busbridge. Martin Busbridge’s signature and evidence of his consent are absent.

20) The official letter of 8 March 2005 appears to confuse a partnership at will with a partnership by parol ie there is no written agreement between the partners. Partnerships by parol are not uncommon (see “Lindley & Banks on Partnership (eighteenth edition)” 7-23: “It has already been seen that partnerships can be, and frequently are, created by parol.”) Mr R Busbridge in his reply to the official letter advises that the partnership was by verbal agreement ie a partnership by parol. A partnership at will exists where no fixed term has been agreed upon for the duration of the partnership. Section 26(1) of the Partnership Act 1890 relates to partnerships at will:

(1) Where no fixed term has been agreed upon for the duration of the partnership, any partner may determine the partnership at any time on giving notice of his intention so to do to all the other partners.”

It is necessary to show that a partnership was not at will, not vice versa as per “Lindley & Banks” at 9.05:

“In order to negative the implication of a partnership at will, there must be some express or implied agreement that is inconsistent with the right which a partner would otherwise have to determine the partnership by notice. Thus, an express term that “This agreement shall be terminated by mutual arrangement only” will clearly amount to such an agreement and will constitute a partnership for joint lives, unless all the partners agree to dissolve the partnership at some earlier date.”

At the hearing Mr R Busbridge confirmed that the partnership had been a partnership at will. The retirement from the partnership by M Busbridge will have caused a dissolution of the partnership. “If a partner decides to retire from a partnership at will, his departure will cause a *general* dissolution of the firm, unless by the act of retiring he can be taken to have forfeited his right to force a sale of the partnership assets, etc., in exchange for a right to be paid out the market value of his share as at the date of his “retirement”” (Lindley & Banks 24-91). Section 32 of the Partnership Act states:

“Subject to any agreement between the partners, a partnership is dissolved-

- (a) If entered into for a fixed term, by the expiration of that term:
- (b) If entered into for a single adventure or undertaking, by the termination of that adventure or undertaking:
- (c) If entered into for an undefined time, by any partner giving notice to the other or others of his intention to dissolve the partnership.

In the last-mentioned case the partnership is dissolved as from the date mentioned in the notice as the date of dissolution, or, if no date is so mentioned, as from the date of the communication of the notice.”

The result of Mr M Busbridge’s retirement brought about a general dissolution of the partnership. A general dissolution involves a full scale winding up of the partnership. The time of dissolution refers to the time when the partnership ceases to continue, however, the partners may continue to be associated together in order to wind up the affairs of the partnership. This is in contrast to the dissolution of a company, where the dissolution marks the conclusion of the winding up (see Lindsey & Banks at 24-01 to 24-04). Section 38 of the Partnership Act deals with the continuing authority of partners following dissolution of a partnership:

“After the dissolution of a partnership the authority of each partner to bind the firm, and the other rights and obligations of the partner, continue notwithstanding the dissolution so far as may be necessary to wind up the affairs of the partnership, and to complete transactions begun but unfinished at the time of the dissolution, but not otherwise.  
Provided that the firm is in no case bound by the acts of a partner who has become bankrupt; but this proviso does not affect the liability of any person who has after the bankruptcy represented himself or knowingly suffered himself to be represented as a partner of the bankrupt.”

So the partners would have the ability and the need to wind up the affairs of the partnership and dispose of the assets, which would include the trade mark application.

The official letter of 4 April 2005 indicates that an assignment could not take place after the dissolution of the partnership. This, in my view, confuses the different natures of a winding up of a company and a partnership; this in turn seems to be based upon the misconception that in England a partnership is a legal entity. In *Memec Plc v The Commissioners of Inland Revenue* [1998] EWCA 941 Gibson LJ listed the “relevant characteristics of an ordinary English Partnership” in these terms:

- “(1) the partnership is not a legal entity;
- (2) the partners carry on the business of the partnership in common with a view to profit (s.1(1) Partnership Act 1890);
- (3) each does so both as principal and (s.5 *ibid.*) as agent for each other, binding the firm and his partners in all matters within his authority;
- (4) every partner is liable jointly with the other partners for all debts and obligations of the firm (s.9 *ibid.*); and
- (5) the partners own the business, having a beneficial interest, in the form of an undivided share, in the partnership assets ( *MacKinlay v Arthur Young & Co.* [1990] 2 A.C. 239 at p.249 per Lord Oliver), including any profits of the business.”

As per the fifth point, the assets of the R and B Busbridge partnership include the trade mark application/registration.

21) The registrar does not normally look behind requests to assign trade mark registrations or applications. The introduction of the 1994 Act came with a policy of being more “hands off” in many areas, recording of assignments was one of these areas. However, where concerns are brought to the registrar’s attention, it will be necessary to investigate. In this case concern about the chain of ownership was raised in the opposition proceedings. There are also inconsistencies in the claims that have been made. Consequently, before recording a change of ownership of the trade mark, the registrar needs to be satisfied that such a recordal can be validly made. There is an absence of documentation relating to the disposal of the assets of the partnership subsequent to dissolution, there is no contemporaneous documentation. None of the forms TM16 assigning the ownership from the partnership have been jointly signed by Messrs M and R Busbridge. The document referred to in paragraph 3 states Autotrak Limited’s claim to the ownership of the trade mark. However, it does not show that the partnership assigned the ownership of the trade mark to Autotrak Limited; which is the key issue. It refers to the former proprietors of Cobretti Engineering, proprietors in the plural, but there is nothing in relation to the position of Mr M Busbridge. There is no collaboration from Mr M Busbridge as to the dissolution of the partnership and the disposal of assets. A document relating to the retirement from the partnership by Mr M Busbridge has been supplied. However, this document does not deal with the assets and liabilities of the partnership. The dissolution of a partnership requires more than a mere notice of retirement. Mr R Busbridge has copied letters relating to the indemnification of Mr M Busbridge. However, there is no proof that any indemnification was given; whether indemnification was given, or not, would not affect the liabilities of Mr M Busbridge for when he was part of the partnership. Such liability could only be affected if section 17(3) of the Partnership Act was satisfied:

“A retiring partner may be discharged from any existing liabilities, by an agreement to that effect between himself and the members of the firm as newly constituted and the creditors, and this agreement may be either express or inferred as a fact from the course of dealing between the creditors and the firm as newly constituted.”

There is no hint that any action as per section 17(3) was undertaken. Even if it had been, this would not deal with the disposal of the assets; with the dissolution of the partnership a disposal of the assets was a necessity. In considering the relationship between the Busbridges it is useful to bear in mind Lord Lindley’s view of the relationship in a partnership:

“The law, ignoring the firm, looks to the partners composing it; any change amongst them destroys the identity of the firm; what is called the property of the firm is their property, and what are called the debts and liabilities of the firm are their debts and their liabilities. In point of law, a partner may be the debtor or the creditor of his co-partners, but he cannot be either debtor or creditor to a firm of which he is himself a member.”

The dissolution of the partnership appears from the documentation, or more correctly the absence of documentation, not to have been approached in a particularly satisfactory manner. There is a document stating that Mr M Busbridge retired from the partnership on 29 June 1992, yet the registrar was receiving documentation on 20 February 2002 advising of a change of address of the partnership and making a statement that there had been no change in ownership of the trade mark.

22) Mr R Busbridge needs to satisfy the registrar that following the dissolution of the partnership that he took over the asset of the trade mark application. There is a limit in the time for such an assignment to have taken place, for if it took place on or after his bankruptcy on 22 July 1993 then his right to the assets of the partnership, which had not been distributed, would appear to be vested with the official receiver. It would be the official receiver who would have first call upon Mr R Busbridge’s claim to ownership. Mr R Busbridge has supplied a letter from the official receiver, dated 15 February 2005, in which the latter states:

“With reference to your letter of 28 December 2004, Mr Cook is still complaining about the manner in which the Viper trademark has been handled. I have informed him that although the Patent Office have ruled that the registration of the assignment from Cobretti Engineering to Autotrak Limited was not correctly dealt with, there is no evidence to suggest that the assignment did not occur on 22 October 1992.”

23) The request to record the assignments of the trade mark, as of 22 October 1992, from the partnership to Autotrak Limited was received on 13 March 2002. The filing of this form must give rise to some concern as on 19 February 2002 there was a statement that there had been no change in the ownership of the trade mark. The latter may well have been the result of a failure of clear instruction by Mr R Busbridge, however, it demonstrates the inconsistencies in the case. The form TM16 was completed by Reddie & Grose as agents for the assignor (and assignee). There is no explanation as to how this instruction was made. As the partnership was dissolved on

29 June 1992, for this application to have validity there should be documentation arising from the dissolution of the partnership to show that the trade mark was to be assigned to a third party, Autotrak Limited. There is then the contradictory TM16 filed by Mr R Busbridge on 26 November 2004 in which he states that the trade mark was assigned by Cobretti Engineering Robert Busbridge to Autotrak Ltd on 22 October 1992. So the first TM16 states the assignor was the partnership, the second Mr R Busbridge, although he gives his status as signatory as partner. So at one moment it is being stated that the partnership was in ownership of the trade mark at 22 October 1992, in another that it was in the ownership of Mr R Busbridge. Then on 17 May 2005 a further TM16 is received, completed by Mr R Busbridge. This time it states that on 29 June 1992 Cobretti Engineering transferred the trade mark to Cobretti Engineering Robert Busbridge t/a. Mr R Busbridge signs the TM16 as assignor and assignee. He describes his status as assignor of the trade mark as proprietor of the trade mark. So, according to this form, on the date of the dissolution of the partnership Mr R Busbridge was already owner of the trade mark and not the partnership. So the TM16s present two separate trails of ownership. In one, following dissolution of the partnership, the trade mark was assigned to Autotrak Ltd. In the other, Mr R Busbridge took over the ownership of the trade mark following dissolution of the partnership. In neither case is there any documentation in relation to the distribution of assets, in neither case is there any collaboration from Mr M Busbridge. Contemporaneous documentation in relation to the assignment of the trade mark to Autotrak Ltd also has ramifications, as if there was no effective assignment of this asset at the time of Mr R Busbridge's bankruptcy, then the official receiver would appear to have first call upon Mr R Busbridge's part of the ownership of the trade mark.

24) Forms TM16 are to reflect a reality in relationship to proprietorship, not to create one. Owing to the inconsistencies and delays in this case, it is reasonable to expect documentation as to the assignment of the trade mark. The dissolution of a partnership is governed by the Partnership Act 1890, dissolution is not the same as disappearance. The assets and liabilities have to be dealt with in a correct and clear manner, the creditors can expect no less. As I have indicated above there is nothing that would stop the partnership assigning its trade mark after dissolution, the allocation of assets after dissolution is the norm. However, any action after the date of Mr R Busbridge's bankruptcy would appear to be caught by the second part of section 38 of the Partnership Act:

“Provided that the firm is in no case bound by the acts of a partner who has become bankrupt; but this proviso does not affect the liability of any person who has after the bankruptcy represented himself or knowingly suffered himself to be represented as a partner of the bankrupt.”

Mr R Busbridge furnished a letter at the hearing from Taylor Willcocks, dated 22 March 1994, in relation to the transfer of the assets of the partnership to Autotrak Ltd. In that letter he was advised that in relation to the trade mark a formal deed of assignment was required. No such document appears to have been drawn up.

25) In the absence of any collaborative documentation in relation to any assignment of the trade mark by Messrs M and R Busbridge following the dissolution of the partnership I consider that the trade mark registration must stay in the name of Robert

Dennis Busbridge and Martin Alan Busbridge Trading as Cobretti Engineering. There has been a failure to establish that either of the contradictory assignments, to Mr R Busbridge from the partnership, or from the partnership to Autotrak, had been completed on behalf of the partnership as part of its dissolution. Certainly neither TM16 has been completed by the partners.

26) Section 43(1) of the Trade Marks Act 1994 states:

“The registration of a trade mark may be renewed at the request of the proprietor, subject to payment of a renewal fee.”

There has been no request by the proprietors, Robert Dennis Busbridge and Martin Alan Busbridge Trading as Cobretti Engineering to renew the trade mark. Therefore, the trade mark registration cannot be renewed. As the partnership has been dissolved I cannot see that it is possible for the current registered proprietors, the original partnership, to renew the registration; that would certainly fall outside of the dissolution process.

27) At the hearing Mr R Busbridge stated how he had carried on the business after the retirement of his brother from the partnership. As he was continuing to do the same thing as before, just without his brother's involvement, he did not realise that there needed to be an allocation of the assets of the partnership. As far as Mr R Busbridge was concerned, and the rest of the world, nothing had effectively changed. (The letter from Taylor Willcocks to Mr M Busbridge, reproduced in the annex to this decision, refers to no notices having being distributed. When I asked Mr M Busbridge re this he stated that this did refer to notices advising of the dissolution of the partnership.) However, there has been a change. A new business had set up and the old business no longer existed. He was doing the same thing but the business was not the same. The assets did not transfer to Mr R Busbridge's new business because he was doing the same thing. At the hearing Mr R Busbridge indicated that he had no doubt that if he had asked his brother to sign a formal assignment of the trade mark the latter would have done so. No such request was made and Mr R Busbridge no longer knows where his brother is. Despite the inconsistencies in relation to the assignment, I do not consider that Mr R Busbridge has acted in an underhand manner. In his answers to my questions he gave me the impression of being honest and straight forward. I believe that he simply did not understand the implications and ramifications of being in a partnership and the effects of the partnership. He considered that as he was carrying on doing the same thing, he acquired the rights, and the responsibilities, of the partnership. The tangle of the forms TM16 is likely to have been created by Mr R Busbridge's misunderstanding. I have little doubt that there are many partnerships who are not aware of the implications of being a partnership and who will not even know that partnerships are governed by an act of parliament and a large amount of case law. No doubt many would have taken the same view as to the assets as Mr R Busbridge did. I have a good deal of sympathy for the position that Mr R Busbridge now finds himself in relation to the assignment. If there was a valid assignment to Autotrak Ltd on 22 October 1992 then the subsequent assignments would be valid and the trade mark could be renewed. All hinges on that initial assignment from the partnership. Mr R Busbridge stated at the hearing that no formal action was taken in relation to this matter. Consequently, I consider that my hands are tied and that the only finding can be that there was no valid assignment from the partnership. The

result of this decision is to give rise to an unsatisfactory result: the ownership to stay in the name of a partnership that no longer exists and the effect of this is that the trade mark cannot be renewed. However, I cannot see how there can be any other outcome.

28) To summarise my findings:

1. The trade mark could have been assigned by the partners after the dissolution of the partnership.
2. The trade mark should be in the name of Robert Dennis Busbridge and Martin Alan Busbridge trading as Cobretti Engineering.
3. The trade mark cannot be renewed owing to the non-existence of the partnership since 29 June 1992 and so the trade mark registration expired on 18 May 1999 (seven years after the date of application). (It will be necessary for the renewal fee to be refunded.)

**Dated this 31<sup>st</sup> day of August 2005**

**David Landau  
For the Registrar  
the Comptroller-General**

Annex

TAYLOR WILLCOCKS

S O L I C I T O R S

7 BEDDINGTON GARDENS WALLINGTON SURREY SM6 0HU TELEPHONE: 081 647 8133 FAX: 081 669 4031 DX: 59955 WALLINGTON

R.D. Busbridge Esq.,  
Cobretti Engineering,  
2 Restmore Way,  
Hackbridge Road,  
WALLINGTON, Surrey.

Our ref: PT/K  
3 June 1992

Dear Bob,

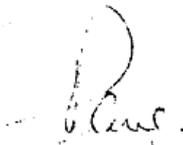
Following your telephone call yesterday evening about the new Dodge Viper and your copyright, I shall be pleased to do what I can to help and will investigate initially the costs of using Patent Counsel, if necessary, to represent you.

However, I think you said that you had had some correspondence from Newburn Ellis, acting for General Motors, and I wonder if I could have copies as an initial point of reference.

If you don't have access to a copying machine, perhaps you could drop in to the office with them and we can then make photocopies.

I look forward to hearing from you.

Yours sincerely,



PAUL B.H. TRIM

*Sends details to Paul Trim.*

TAYLOR WILLCOCKS  
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184 STRATFORD HIGH ROAD LONDON NW1A 1BJ TEL: 081 877 8888

## Classic Replicas



FOR ALL YOUR 427 PARTS & KITS.  
SPECIALISING IN FULL CARS.

Cobretti Engineering,  
Bob and Martin Busbridge,  
2, Restmor Way,  
Hackbridge Rd,  
Wallington,  
Surrey SM6 7AH.  
England.

31.5.92.

Dear Bob & Martin,

It has come to my notice that you are not content to have stolen my Jaguar Cobra Replica kit, having copied both the body and chassis, but you are now going around telling people that you own the name "Viper".

As you well know I have been using the name Viper for my Cobra Replica since 1985. This is a well documented fact, and the name has been in continuous use since then, both in the UK and on the Continent.

When Brightwheel Replicas came into being I still owned the name in my own right as well as the rights to the chassis design for the Jaguar based Cobra. I have documented proof of this and this is with my solicitors in Bournemouth. I am taking steps to have you and Mick Frost cease production of the Jaguar chassis. I will not tolerate even minor changes to my original design.

As for the use of the name Viper, you were given permission by me to use this name only whilst you acted as an agent for me. You were not given my permission to go round telling the Kitcar Press the stories you did that you had legitimately carried on production of this range of products and the right to use the name Viper in your own right.

You wilfully misled me for many months after I went to Switzerland saying you were getting no orders for the kit, and relying only on restorations and kit build up work. All the time you were setting up your own manufacturing jigs (off Mick Frost) and moulds being made by Protoco. It was not until my trip home in February that I saw Mick Frost making identical jigs and the article saying you had made body moulds. This prompted my visit to your workshop where I saw evidence of body copying and chassis making.

I have to warn you that I am not only most upset at the complete breakdown of the trust we had together, which started to break down when you started to bounce cheques on me, & the stab in the back attitudes of yourselves. The forgetting of all the business I passed your way which helped to keep you going. Now you make the ultimate cheek of trying to claim my product name as your own. Presumably in the mistaken belief you can make some money out of Chrysler. This matter is in the hands of my Patent agent. So I am determined that you will not profit from my products and rights.

If necessary I will sue you both ... personally, for profits lost and issue an injunction against you to stop you using the name 'VIPER' in any way whatsoever.

Yours faithfully,

Georgstr 35.  
6416 Poppenhausen.  
Germany.  
Tel. No. 06658 1618 Office  
06658 770 After Hours  
" 1657  
Fax. No. 06658 1667

**KINGS PATENT AGENCY LIMITED.**

(INCORPORATING KINGS TRADE MARK AGENCY)

MANAGING DIRECTOR  
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(ESTABLISHED 1886)

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CABLE: GEOLOGIC LONDON ECI

YOUR REF:

OUR REF:

R. Busbridge, Esq.,  
Cobretti,  
2 Restmor Way,  
Hackbridge Road,  
Wallington,  
Surrey SM6 7AH

3369X

3rd July, 1992

**RECORDED DELIVERY**

Dear Sirs,

Our Client: Ken Cook, Classic Replicas  
Trade Mark "VIPER"

Our client is proprietor of the Trade Mark "Viper" which he has used in connection with the supply and sale of motor vehicles and more particularly on his unique design of component vehicle, for many years. Use of the Trade Mark has been throughout the United Kingdom and widely advertised and reported in the press since at least 1986.

Substantial and valuable goodwill and reputation has been built up by our client in his design of vehicle to the extent that the name "Viper" is associated with our client's products exclusively.

It has come to the attention of our client that you are using the Trade Mark "Viper" on motor vehicles without our client's consent and that the vehicles and/or parts you are supplying in association with the Trade Mark "Viper" do not emanate from our client nor do they have his approval or meet his high standards.

In short you are passing-off goods using our client's Trade Mark and goodwill and reputation without our client's authority and we have advised our client to immediately commence legal proceedings to protect his interests.

In our opinion our client will not only be entitled to injunctive relief to prevent you from damaging his reputation further but will be able to claim damages and delivery-up or destruction of all offending goods.

We are instructed to put this matter in the hands of our solicitors to proceed against you severally or jointly unless by 4.00 p.m. on 17th July, 1992, you have indicated willingness to provide:

...../2

KINGS PATENT AGENCY LTD  
(CONTINUATION)

2/.....

R. Busbridge, Esq.

- a) An undertaking in a form acceptable to our client not to further offer motor vehicles or parts or fittings therefor using the Trade Mark "Viper" or any confusingly similar mark without our client's written consent and licence.
- b) Full and accurate particulars of all vehicles or parts supplied under the Trade Mark "Viper" and to whom supplied.
- c) Full and accurate particulars of any orders or work in hand gained by use of the Trade Mark "Viper".
- d) Damages based on our clients loss of revenue, sales and reputation.
- e) Guarantee to meet any costs involved in present or future repair rectification work necessary to supplied vehicles and parts to maintain our client's reputation and goodwill.
- f) Our client's reasonable legal costs and professional fees.

Yours faithfully,  
KINGS PATENT AGENCY LIMITED

  
J. B. King

TAYLOR WILLCOCKS

S O L I C I T O R S

23 LONDON ROAD CROYDON CR0 2RE TELEPHONE: 081 681 5544 FAX: 081 681 2745

Our Ref: EAE/HC/BUSBRIDGE

28th January, 1993

Mr M A Busbridge  
55 Temple Road  
Epsom  
Surrey

Dear Mr Busbridge

With regard to the partnership with your brother, I have received a draft indemnity from my partner Paul Trim who is acting on behalf of your brother in respect of this matter. I understand that the partnership has been formally dissolved and that the Bank have been notified of dissolution. I must advise you that whilst Mr Busbridge may accept liability since the date of dissolution, all creditors can proceed to recover sums from you up to the date when a notice of dissolution is forwarded to them. When you first consulted me you were anxious that no notices be distributed and in any event were happy to leave arrangements to your brother so that the business could continue, but it is important that you appreciate the implications of the steps that are being taken.

With regard to the draft indemnity agreement I believe that it records the agreement which has been reached between your brother and yourself, but I am concerned that a few of the paragraphs should be amended in order to reflect the position as between yourself and your wife and I will liaise with Mr Trim direct in respect of those amendments. I also believe that your brother was accepting responsibility for all debts and commitments of Cobretti Engineering whenever incurred and not just from the date of dissolution. Is this correct? I would be grateful if you would please respond to this aspect as soon as possible in order that it can be resolved.

Yours faithfully

*Taylor Willcocks*

W A L L I N G T O N  
7 BEDDINGTON GARDENS WALLINGTON SURREY SM4 0RU 081 647 8133 PAUL TRIM  
C H E A M  
18 UPPER HULGHARE ROAD CHEAM SURREY SM2 7BA 081 442 8942 COLIN THORPE  
S T R E A T H A M  
184 STREATHAM HIGH ROAD LONDON SW18 4BJ 081 677 0884 COLIN STONE ERIC ARDISON  
C R O Y D O N

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R D Busbridge Esq  
Cobretti Engineering  
2 Restmor Way  
Hackbridge Road  
Wallington  
Surrey  
SM6 7AH

Our Ref: PT.MKM

17th February 1993

Dear Bob

Cobretti Partnership

I am waiting to hear from you of course in reply to my letter of 4th February but in the meantime I understand from Liz Edwards that the general agreement is that you will accept responsibility for all debts and commitments of Cobretti whenever incurred, not just from the date of dissolution of your Partnership and that an indemnity is to be provided in respect of all debts and commitments except for one half of the bank overdraft secured by Martin's house.

I await your instructions as soon as possible so that we can make some headway towards completing the formal agreement between you.

Yours sincerely

  
Paul B H Trim

W A L L I N G T O N  
7 BEDDINGTON GARDENS WALLINGTON SURREY SM6 0NU 081 647 8133 PAUL TRIM  
C H E A M  
10 UPPER HULGHAVE ROAD (NEAR SURREY SH2 78A 081 642 8142 COLIN TROAPE  
S T R E A T H A M  
184 STREATHAM HIGH ROAD LONDON SW16 18J 081 677 8888 COLIN STONE SARAH ADDISON  
C R O Y D O N