

old

Considering especially the matters raised in paragraph 5 of the basic correspondence, I fail to see that the special agreement between Mr. F. and the Government has substantial bearing on the principle underlying the subject bills. Since certain of the inventions were made before the date of the agreement, ~~although it would bear upon the amount of the award, it would, ^{most} ~~not~~ influence the amount of the recovery.~~

Furthermore, if there is merit in the ~~fundamental~~ theory on which the bills are based, then it appears that exercise by the CSO of his rights under the 1936 contract would not bar ^{compensation} ~~recovery~~ with respect to inventions made even after that date, but only ~~would bar~~ ^{with respect} ~~compensation~~ for loss of commercial rights after assignment ~~was~~ might be requested (or accomplished).

The inventor to day, and to a greater

~~in those years, without knowing the fact of these years, has had certain rights which he ~~might~~ could have attempted to exploit during that period.~~

Except for security considerations, the inventor could have been attempting commercialization of his inventions for the past fifteen years. To say that no ~~the~~ damages ^{accrued} ~~occurred~~ during that period ^{merely} because the CSO may take title at some date in the future does not seem realistic.