

WHO WAS THE PATENTEE OF THE *IN STATU QUO* CHESS BOARD?

by Marc Loost

One of the most remarkable game accessories that John Jaques patented and manufactured in the 19th century was the chess board he named the “*in statu quo* chess board.”

Notwithstanding the renown of this board and its chessmen, some confusion continues to exist concerning the date on which the patent was sought, the date when the patent was granted, and even the identity of the recipient of the patent (the “patentee”). The purpose of this article is to set out the relevant historical documentation.

The chess board was set into the hollow bottom of a folding shallow wooden case. Each of the squares of the board had a hole into which the metal pin in the base of each chess piece could be inserted. The ingenious novelty of this chess board consisted of a mechanism that enabled the chess pieces on the board to be quickly locked in their game position whenever this was needed, such as when the chess game was played on a moving vehicle (coach, train or ship) or when the game was played at interrupted intervals and the board had to be folded up and moved elsewhere. In such circumstances it was quite convenient to have the pieces remain affixed *in statu quo* (in their existing position) to the board. The position of the pieces would remain observable to the players as long as the board was not folded up.

In the weekly *Illustrated London News* of 20th May 1854 (at page 475 , column 4), Jaques advertised the board in the following terms:

“IN STATU QUO CHESS-BOARD. – By Royal Letters Patent – This invention supplies a want long felt by players of the game of Chess. By the use of the In Statu Quo Board, the game may be discontinued, and resumed at any time, without the Chess-men in the meanwhile being disturbed. The Board and men are admirably adapted for ordinary play; and, for sea or railway use, the In Statu Quo Chess-board has obvious advantages not possessed by any other board hitherto offered to the public. Price, complete with chess-men, 30s.; or, with ivory men, 50s., --JAQUES Patentee, Hatton-garden.”

This initial text was soon changed to emphasize that Jaques was the wholesale supplier of the board. Until 1859 nearly all advertisements for this board identified Jaques to be the patentee. However, commencing in September 1859, the Jaques advertisements of this board altered the designation of “Jaques patentee” to “Jaques and Son patentees.”

The patent (technically sometimes called ‘letters patent’) had been granted months earlier, on 16th August 1853. The application for the patent had been signed on 1st July 1853 and deposited and recorded on 2nd July 1853 in the office of the Commissioners of Patents for Invention pursuant to the *Patent Law Amendment Act, 1852*. The application was accompanied by a complete specification (described below) and the requisite fee of £5 plus stamp duty of £5. The application was given the permanent identifying registration number No. 1589 of the year 1853.

This date of 2nd July, when the application was recorded, fixed the priority of public disclosure of this claimed invention, and it afforded *provisional* protection for six months. During these six months the invention could be used and published and the public would be given an opportunity to oppose the grant of the patent.

It should be recalled here that in the year before, on 1st November 1852, *provisional* protection had been allowed to Jaques on 1st November 1852 for a provisional patent application for “improvements in chess **and draught** boards.” That 1852 application may have been intended to be a first preliminary version of the *in statu quo* board. That earlier provisional application (No. 606 of the year 1852) will be described only near the end of this article, because it has little historical interest, having been rather vaguely specified without any accompanying drawings and having been allowed to expire before coming into commercial use.

The requisite notice of the existence of the application filed on 2nd July 1853 was advertised in the *London Gazette* on 5th July 1853 at page 1915. The Jaques’s notice of his intention to proceed with the application was advertised on 12th July 1853 at page 1950. The purpose of these notices was to give interested persons an opportunity to oppose the grant of the patent being claimed for this invention. Written particulars of opposition had to be submitted within 21 days of the publication of the latter notice. If the application was not opposed, the prevailing patent law did not require an investigation into the novelty of the invention. But further fees and stamp duty amounting to £10 were to be paid when the patent was granted.

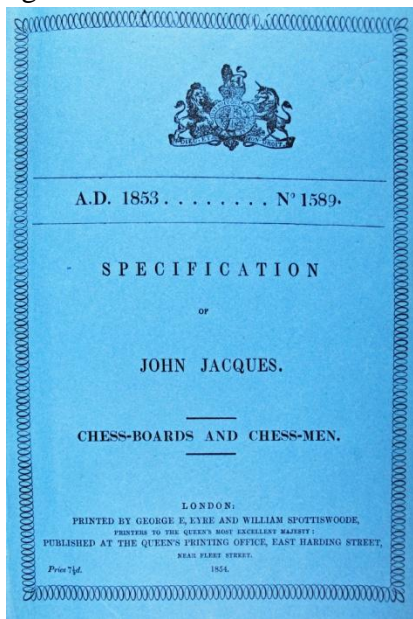
It seems likely that no opposition arose to the Jaques invention, because the patent (No. 1589) was soon sealed/granted to John Jaques on 16th August 1853. The *Patent Law Amendment Act, 1852*, which had come into force on 1st October 1852, had considerably simplified patent procedures in the United Kingdom and reduced their initial cost to the applicant.

However, an inventor, in deciding whether to seek a patent and how long to use it commercially, still had to carefully consider the fees and stamp duty he would be obliged to pay. Firstly, there was the £10 paid on filing the application, and subsequently another £10 for the grant of the duly sealed letters patent having a potential life of fourteen years. With regard to the *in statu quo* chess board, which sold at 50 shillings if it was equipped with ivory chessmen, this meant that Jaques had to sell eight such chess boards just to recoup his basic fees and stamp duty of £20. If the application were opposed, these costs would rapidly escalate because of further administrative fees and charges.

Furthermore, even after the patent was granted, its continuing validity beyond three years was subject to further fees and stamp duties. The 1852 Act provided that the patent would become void, if a further fee of £40 and a stamp duty of £10 (£50 in all) were not paid before the expiration of three years. The costs again increased later, because the patent would become void if a further fee of £80 and a stamp duty of £20 (£100 in all) were not paid before the expiration of seven years. Thus, the cost in fees and stamp duty of maintaining the patent in existence for the first seven years would be £170 (£20 + £50 + £100). This total sum was the equivalent of 68 *in statu quo* chess boards (with ivory chessmen) sold at 50 shillings each.

The title of the Jaques invention broadly described it to consist of ‘improvements in the manufacture of chessboards and chessmen.’ These improvements were described in detail in the part of the application called a “specification.” In the Jaques application, this document

comprised three pages of text accompanied by two larger sheets (both folded) on which six figures were drawn. The drawings, lithographed by Malby & Sons, were filed in duplicate and were partly coloured, but most subsequent prints that were produced for the public were not coloured.



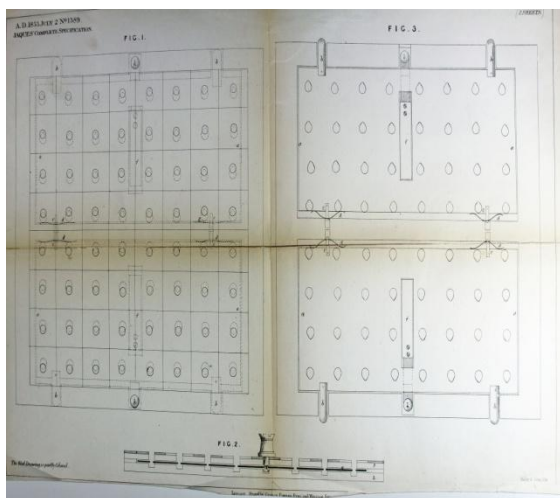
Although the name Jaques was wrongly spelled “Jacques” on the blue cover of the specification printed in 1854 by George E. Eyre and William Spottiswoode (printers to H.M. the Queen), the name was correctly spelled “Jaques” in the text of the specification. Such mistakes in the spelling of similarly sounding surnames were not uncommon--even in official documents.

In the Jaques specification, the “improvements in the manufacture of chessboards and chessmen” were claimed to be:

“the method of securing chessmen to chessboards during the interruption of a game at chess, and the modification of the form of chessmen, whereby they are rendered more portable, as herein-before described and exemplified. But I do not confine myself to the particular details thereof, provided my said improvements be substantially maintained.”

The words ‘*in statu quo*’ that were subsequently used to identify the patented chess board and chessmen did not appear anywhere in the Jaques application. These words could usually be seen stamped on the upper edge of the board when the board was unfolded. Further research is needed to ascertain whether trademark protection was sought for these words in respect of the board and chessmen.

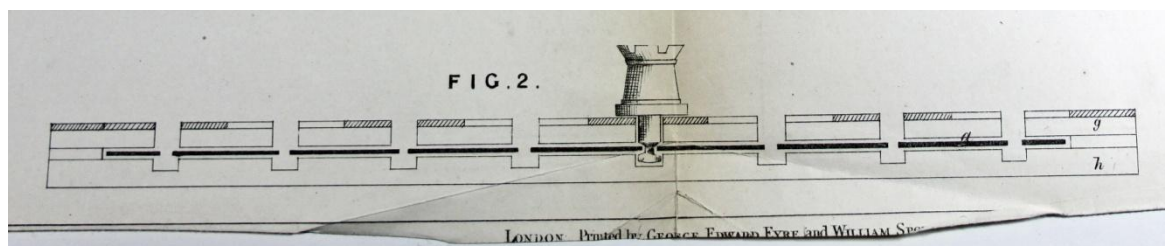
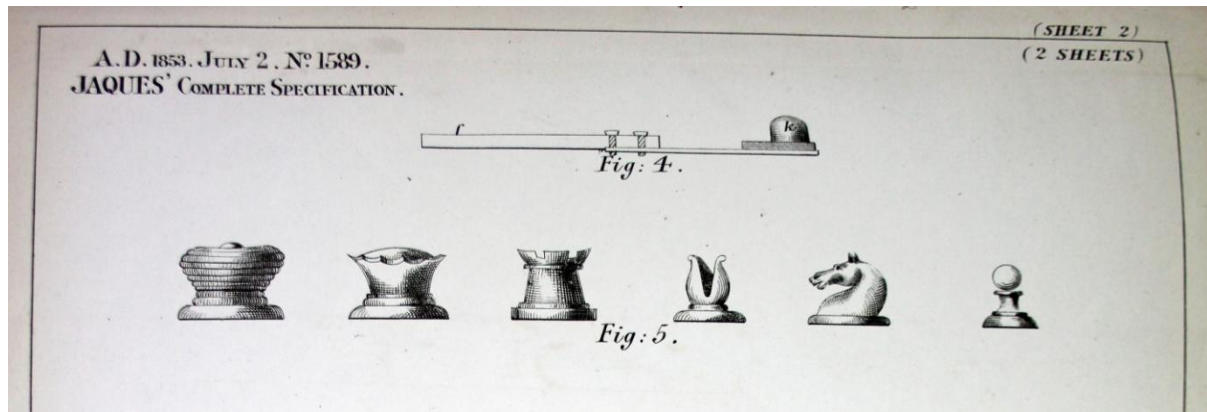
The details of the complex mechanism of the board were described as involving “a pin in the bottom of each chessman” that could be placed through a hole in each square of the board and further “into a hole of pear-like shape” situated in underlying thin metal plates. In connection with the plan drawing (here inadequately depicted), it was explained that, when these metal plates are :



“ pushed inwards by pressing the guides *b,b*, until the ketch *k*, Figure 3 ... rises and prevents their return... the small end of the pear-shaped hole in the metal plates is placed in the notch in the pin of each piece, as shown in Figure 2, and each chessman is retained securely in its assigned place until the ketch *k*, being pressed down, the springs *d, d*, force the plate outwards. The larger end of the pear-shaped hole is then brought immediately under the corresponding holes in the squares, and the chessmen are set free. The wooden blocks *f,f*, help to secure the ketches *k,k*, and keep the upper and lower panels of the chessboard *g* and *h*, Figure 2, from touching the metal plates.”

With regard to the chessmen that were depicted in Figure 5 of the specification, the text stated that they:

“represent a form of chessmen unusually low, and all of the same height, and yet so designed or constructed as to retain the distinguishing outline of each piece. When, therefore, the board is doubled up with the chessmen fixed in it, the thickness of the fold will be the least possible, and may be conveniently placed in a cover, and secured by lock and key as shown in Figure 6.”



As will be seen from the above drawings, the well-defined squat chess pieces were not of the Staunton pattern that in March 1849 Nathaniel Cooke (sometimes misspelled “Cook”) of 198 Strand (the address of the *Illustrated London News*) had registered as a new and original ornamental design under the *Ornamental Designs Act, 1842*. Each of the *in statu quo* chessmen resembles a piece that had been previously included in one or more other patterns of chessmen.. However, in some of the *in statu quo* boards that I have seen, the knights no longer resemble those in the patent specification and look more like the knights in the Staunton pattern.

I have not found any indication that Jaques sought to register the design of these chessmen under the *Ornamental Design Act, 1842*, and it seems questionable whether such registration would have succeeded, inasmuch as the Act required the design to be new and never previously published. For table games other than chess, Jaques obtained his first registration under the 1842 Design Act on 1st November 1853.

Turning now to the main question as to who was the patentee of the *in statu quo* chess board, it is evident from the specification that the patent was filed by and granted to John Jaques of 102 Hatton Garden, London. In 1853, however, there were two individuals named John Jaques who were working as ivory and hardwood turners at 102 Hatton Garden. Was the patentee John Jaques the elder (1795--1877) or was the patentee his son, John Jaques the younger (1823--1898)? The appellations ‘elder’ and ‘younger’ were used by father and son in legal documents as late as 21 February 1867.

Most commentators seem to have assumed that John Jaques the elder was the patentee. Such assumption was presumably based on the knowledge that in 1853 the business carried on at 102 Hatton Garden was the sole proprietorship of John Jaques the elder.

This quite logical assumption was mistaken. The patent was filed by and granted to John Jaques the younger and not granted to his father. The text of the patent specification expressly named the patentee to be John Jaques the younger, although the blue cover sheet did not. In the specification, the text was shown to have been signed and sealed “this First day of July, Anno Domini One Thousand eight hundred and fifty-three” by ‘JOHN JAQUES, the younger. (L.S.)’ All the advertised notices of the application also identified him as John Jaques the younger.

Why and when in 1859 was the word “patentee” changed to “patentees?” It has often been reported that John Jaques the elder admitted his son John into partnership in 1860-61 and that he adopted the new partnership name of ‘Jaques and Son’ to reflect this change. The admission into partnership, however, must have occurred in 1859, because advertisements by the partnership *Jaques and Son* appeared (here much enlarged) in the *Illustrated London News* as early on 6th August 1859.

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B. C. D. BOARD.—A new portable **BACKGAMMON, CHESS, and DRAUGHT BOARD**, containing within a space not exceeding that of a small pocket telescope the whole of the matériel—viz., boards, men, dice-boxes, &c., for playing the three games. Invaluable to tourists. Price 12s. 6d., at most Fancy Repositories; wholesale, **JAQUES and SON, Patentees, Hatton-garden.**

THE GAME of CROQUET, a capital out-door Game for the Lawn, and adopted for either Ladies' or Gentlemen's play. Price, with Laws of the Game, complete 25s.; superior, 45s.; polished hardwood, £3. At most Fancy Repositories. Published and sold wholesale by **JAQUES and SON, Hatton-garden.**

And on 3rd September 1859, the partnership of Jaques and Son first publicized their *in statu quo* chess board in the same newspaper in the following manner:

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Holborn, W.C. Illustrated price-lists post-free.

B. C. D. BOARD.—A new portable **BACKGAMMON, CHESS, and DRAUGHT BOARD**, containing within a space not exceeding that of a small pocket telescope the whole of the matériel—viz., boards, men, dice-boxes, &c., for playing the three games. Invaluable to tourists. Price 12s. 6d., at most Fancy Repositories; wholesale, **JAQUES and SON, Patentees, Hatton-garden.**

THE IN STATU QUO CHESSBOARD supplies a want felt by all chessplayers. At any period of the game the board may be instantaneously closed without the chessmen being disturbed. Invaluable to railway travellers and tourists. Price, with men complete, from 30s. and upwards.—At most fancy repositories; wholesale, **JAQUES and SONS, patentees, Hatton-garden.**

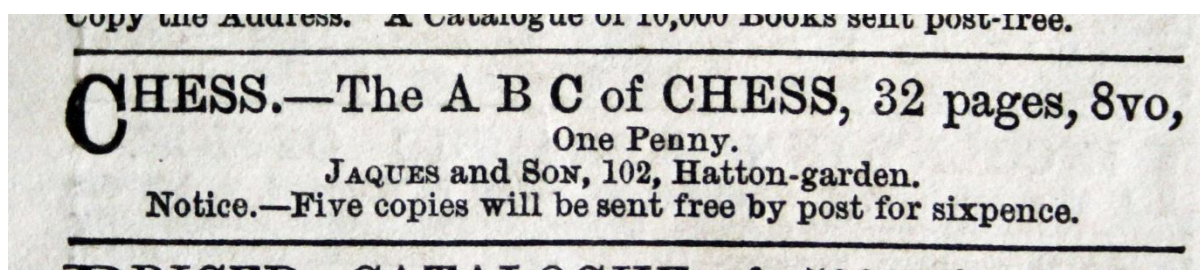
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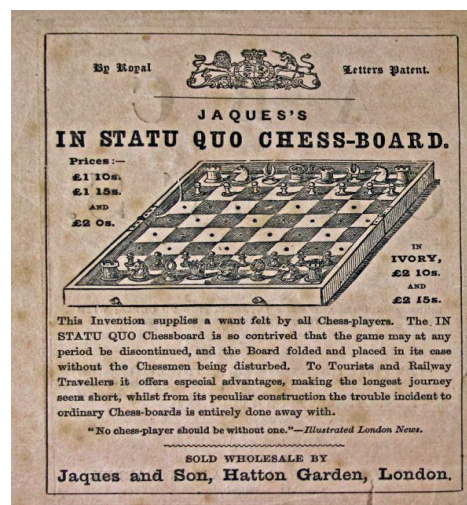
This is the first reference to “Jaques and Son patentees” that I have seen that relates to the

in statu quo board, but there could have been some earlier references in other newspapers, especially daily newspapers. The extra letter “s” added to the word “Son” was obviously a printer’s error. As this unusual set of triple Jaques advertisements indicates, the change from “patentee” to “patentees” was also applied to other products that had been patented by Jaques prior to the formation, in 1859, of what was the second partnership in the Jaques business.

This advertisement was placed at about the time that Jaques and Son were producing the first edition of their short 32-page 8vo booklet entitled *The ABC of Chess | By a Lady*. This edition of 5,000 copies, which identified its female author only by the initials “H.I.C.” is generally considered to be the first published work on chess written by a woman. But the public was not soon to know the identity of the author. The first two advertisements of the booklet that were published in the *Illustrated London News* in November 1859 omitted the words ‘By a Lady’ from the title of the booklet and thus even concealed the fact that the author was a woman. The first of these advertisements, which appeared on 19th November at page 494, is shown below.



The booklet was a short basic introduction to chess produced by Jaques and Son to accompany the Staunton Chessmen that they manufactured. The first edition, selling at one pence, was quickly disposed of or discarded, and a second edition was produced in January 1860. This second edition was reduced in size to 13.5 x 11 cm. to better fit into chess boxes but was expanded to 64 pages (plus printed paper wrappers) to carry advertisements for other Jaques and Son products. The price was doubled to two pence. The inside front wrapper of the booklet featured an illustrated advertisement of “Jaques’s *in statu quo* chess-board implied to be offered “By Royal Letters Patent.”



This booklet was Jaques and Son’s replacement for the *Chess-player’s Text Book* that Howard Staunton, at the instance of Nathaniel Cooke (1810--1879), had written to accompany the first run of Staunton Chessmen manufactured by Jaques in 1849. Nathaniel Cooke (sometimes misspelled “Cook”) was the proprietor of the design of the Staunton Chessmen that he had registered under the *Ornamental Designs Act, 1842* on 1st March 1849. As the proprietor of the registered design, Cooke controlled the use of the design during the three-year life of the design copyright. Cooke was a printer by training and, contrary to some mistaken reports, was neither an architect nor a relative of John Jaques. From 1842 until 1853, Cooke was one of the proprietors (and founders) of the *Illustrated London News*. Howard Staunton, who edited the chess column of the *Illustrated London News* from 1845 up to his death in 1874 was thus one of Nathaniel Cooke’s employees from 1845 to 1853.

To my knowledge, there is no evidence that Nathaniel Cooke played chess or had any design skill other than in connection with printing and publishing newspapers and a multitude of illustrated books. Those books were briefly described in my article in the book entitled *A Modest Collection* that the members of the Private Library Association published in 2006. Those books included two works by Henry Noel Humphreys that Nathaniel Cooke published in extraordinary decorative *carton-pierre* bindings. This was the material produced in London by George Jackson and Son that, with Cooke's approval, had been used by William Leuchars to produce the gothic casket containing some early Staunton Chessmen. The same material embellished the folding chess board that Leuchars in December 1849 offered as an matching accompanying accessory.

The anonymous female author of the 1859 booklet *The ABC of Chess / By a Lady* was Harriet Ingram Cooke (1838--1924), the eldest daughter of Nathaniel Cooke. She would wed John Jaques the younger in Kensington on 31st January 1860.

Among the witnesses to that wedding (reported in *The Times* and *The Morning Post*) was Herbert Ingram (1811-1860) who was the brother of Nathaniel Cooke's wife, Harriet, whose maiden name was Harriet Ingram. By this time, Herbert Ingram (elected Member of Parliament for Boston, Lincolnshire since 1856) had succeeded in becoming the sole owner of the *Illustrated London News*, but his remarkably successful career would soon be extinguished in a disastrous steamboat collision and wreck in Lake Michigan on 8th September 1860.

After Ingram's death, the *Illustrated London News*, which was published at 198 Strand, continued to be printed in the nearby building called "Milford House" on Milford Lane, Strand. In May 1860 Nathaniel Cooke, who owned the land and building at Milford House, transferred it to two trustees. One trustee was Nathaniel's eldest son, Nathaniel Wedd Cooke; the other trustee was Nathaniel Cooke's new son-in-law, John Jaques the younger. This transfer of the freehold of the property was subject to an existing 21-year lease in Milford House that Nathaniel Cooke had previously granted to Herbert Ingram, his brother-in-law and his former partner in several businesses. Nathaniel Cooke subsequently became one of the main supporters of *The Graphic*, the successful weekly illustrated London newspaper that competed with the *Illustrated London News* and was printed at Milford House after 1888.

It is my hypothesis, to be explained elsewhere, that it was Herbert Ingram (who did play chess) who persuaded Nathaniel Cooke to register, finance and promote Howard Staunton's conception of the Staunton Chessmen. In part induced by the recommendation of a friend of Staunton's, Cooke and Staunton agreed to appoint John Jaques the elder to be one of the manufacturers of the Staunton Chessmen. These chessmen first appeared in 1849 accompanied with individual representations by Cooke, Staunton and Jaques that the design as depicted in the registration certificate was then new and original. The fanciful notion that John Jaques the elder designed the Staunton Chessmen in 1839 or later was first disseminated in the 20th century and is quite contrary to historical evidence.

The identification of John Jaques the younger as the "patentee" of the *in statu quo* chess board does raise the question as to how the Jaques business was conducted at 102 Hatton Garden from 1853 to 1859. Did John Jaques the younger conduct business at this address apart from or together with his father? Was John Jaques the younger an employee of his father's business? Was the business an actual profit-sharing arrangement as between themselves, even if they did not establish a legal partnership and use the style of *Jaques and*

Son until 1859? Did John Jaques the younger conceive and fabricate the *in statu quo* board himself or was the board a joint effort by father and son in which the son was nominally designated to be the patentee of the invention in order to achieve a particular purpose? One must keep in mind here the fact that in July 1853 John Jaques the Elder was nearly 58 years old and that his eyesight may already have been failing. In each of the 1861 and 1871 censuses, he reported himself to be blind.

The most likely scenario is that John Jaques the younger was a paid employee of his father until he was admitted into partnership in 1859. Even if John Jaques the younger was the inventor and sole fabricator, the board (or, more precisely, the patent for the board) would ordinarily have become an asset of the business of the father. This would be customary if the board was invented and fabricated in the course of the son's employment by his father. Therefore, if the father's business was transformed from a sole proprietorship into a partnership in 1859, the patent for the board (among other assets of the business) would have become an asset of the partnership. Because of this, it would have been rather incongruous thereafter to identify the two Jaques (father and son) by the singular word "patentee." Instead, it evidently became convenient and practical to replace the word "patentee" with the word "patentees."

We may then ask whether the words "John Jaques, patentee" in advertisements *before 1859* referred to John Jaques the younger (who was the actual patentee) or to John Jaques the elder, who, being, in the above scenario, the proprietor of the patent, could also be called the patentee. It would be my guess that, before 1859, the advertised words 'Jaques, patentee' were probably intended to designate the proprietor-father and not the inventor-son, notwithstanding that the patent had been issued to the son.

Further research, however, could slightly alter this scenario, if it showed that John Jaques the younger had transferred his patent to the partnership by a formal assignment. Such an assignment would have been registered as provided by the 1852 Patent Act.

The Jaques's use of either term "patentee" or "patentees" at any time after 30th September 1856 raises a further question. In the *London Gazette* of 17th October 1856 (at page 3397), the Office of the Commissioner of Patents for Inventions published a list of some 380 patents that were declared to:

"have become void by reason of the several Patentees having neglected to pay the additional Stamp Duty of £50, before the expiration of the third year from the date of such Patents, pursuant to the Act of 16th Vic, c. 5, sec. 2, for the Quarter ending the 30th day of September 1856."

Included in the list of void patents was Patent No. 1589 dated 2nd July that had been issued to John Jaques the younger in respect of the *in statu quo* chess board!

A patent that thus became "void" was totally extinguished and could not be revived. John Jaques and most other patentees would certainly have known this in advance, because such administrative action was prescribed by the 1852 Patent Act and had already occurred several times since the enactment of the 1852 Act. The failure to pay the £50 of stamp duty in order to keep the patent *in statu quo* would thus usually have been based on the patentee's decision that the extra cost of £50 was not worth the advantage of keeping the patent alive for

another four years, when another £100 would be payable. Would this decision in 1856 not have been made principally by John Jaques the elder, whose business would be affected?

What factors would have influenced such a decision? Much of the advantage of owning a valid patent was the ability to publicize its existence as a warning to deter the unauthorised use of the invention by others. A further advantage was the ability to initiate legal proceedings to prevent or stop such infringement, but this advantage was perhaps less evident. For some inventions, the likely cost, delay and hazards of legal proceedings might outweigh the commercial advantage of protecting the invention from competition.

With regard to the *in statu quo* chess board, neither of the two John Jaques probably had much to gain from a renewal of the patent, because by the end of September 1856 they had little to fear from unauthorised use or imitation of the invention. The invention was quite distinctive in appearance, name and construction and was not easy to replicate. Since 1853, Jaques had created a good reputation and marketing network for this branded luxury product. The intricate board required precise skills to manufacture and involved some fairly costly materials. Not every ivory and hardwood turner possessed the requisite skills and experience, and few were dealers having a regular supply of these materials.

In addition to the factors that would constrain the supply of unauthorized imitations of the board, a low demand for this specialized product would itself protect Jaques against serious competition. The price of the board was high, and the need to possess it was probably slight. In the 1850s, relatively few chess players would have often needed such a board to alleviate disturbance or interruption in chess games.

Jaques, therefore, could risk allowing the patent to lapse, if, without too much risk, he could continue to claim that he was the patentee and thereby imply that he was still the owner of a valid patent. This evidently was what he decided to do, because he continued to describe himself as the patentee after October 1856, even though his patent had been declared void.

What was the nature of the earlier Jaques invention for improvements relating to chess? In the year before he filed for his 1853 patent, John Jaques the younger on 1st November 1852 had filed a **provisional** specification (No. 606) for “improvements in chess **and draught** boards.” Notice of the allowance of provisional protection was published in the *London Gazette* No 21,379 of 12 November 1852 at pages 3006 & 3009 and notice that opposition to the application could be submitted was published in the *London Gazette* No. 21,383 of 23 November 1852 at page 130. He was identified as John Jaques the younger, ivory turner of Hatton Garden.

In filing this provisional application, Jaques may have been seeking to gain priority of filing date over an impending competing application for a chess board that achieved a similar function. He certainly had been quick to take advantage of the major benefits of the new 1852 Act, which had been recently enacted in July 1852 and had recently come into force on 1st October 1852.

The copy of this 1852 provisional specification that I have seen was printed in 1854 by George E. Eyre and William Spottiswoode (printer to H.M. the Queen), but an earlier print may also have been issued to the public. This provisional specification consisted of only one paragraph and was not accompanied by drawings. Jaques allowed the application to expire,

perhaps because he decided to rely solely on the better-specified invention that he proposed in July 1853. The specification for the 1852 invention described the invention to be:

“a board with flaps and hinges to enable it to form a flat board for playing, and when not in use to be folded up in the form of a box or tray. The chess or draught men have pegs which take into holes in the centre of the square of the board, and in the event of the game being interrupted, by simply turning the flaps at the side of the board a spring or springs come or come into action, and the men are retained in their position, and so firmly, that the board, if desired, be folded up into the shape of a box without the men falling or leaving their position.”

Has anyone seen a folding board that is adaptable to chess or draughts and that fits the described specification involving ‘pegs’, ‘springs’ and ‘turning flaps’, in a folding box or tray? It seems likely that John Jaques the younger would have fabricated some examples before abandoning his effort to patent this particular board or boards. As the specification did not include any drawings, it did not disclose the pattern of chessmen or draughts men that would have been used.

The considerable differences between the 1852 and 1853 specifications suggest that the *in statu quo* chess board was conceived after the date of the first specification and before the date of the second specification, namely sometime between 1st November 1852 and 1st July 1853.

Before concluding this article, it seems worth noting that the partnership of Jaques and Son (existing during the period from mid-1859 to 21 Feb 1867) was the second partnership that existed in the Jaques business and that the name “Jaques and Son” or “John Jaques and Son” was subsequently applied to several different partnerships in different generations until 1898. The business was transformed into a limited liability company in 1899.

It is generally but mistakenly believed that the first such Jaques family partnership existed between John Jaques the elder and his father Thomas Jaques the elder (1765--1846). The reality was otherwise. The first partnership was between John Jaques the elder and his **elder brother**, Thomas Jaques the younger (1793--1830). They (the two sons of Thomas Jaques the elder) together conducted their business of wholesale ivory and hardwood turners, tunbridge-ware manufacturers and dealers in ivory and hardwoods for several years. Each brother held a 50% share in the business. Their father was not a partner. From about 1817 until 1821, they conducted this business at 22 Baldwin’s Gardens, Holborn, London. Following their father’s retirement from his own business (described below) in about 1821, they continued to conduct their own business mainly at the father’s former premises at 65 Leather Lane, Holborn, London until the partnership ended with the death of Thomas the younger in February 1830. After his brother’s death, John continued the business alone in his own name until 1859, first from 1830 mainly at 65 Leather Lane (although he had a saw mill at Liquorpond-street for some years) and then from 1838 mainly at 102 Hatton Garden, Holborn. His move to 102 Hatton Garden may have been partly motivated by the fact that his father-in-law, Thomas Danks, had moved from Baldwin’s Gardens to 98-99 Hatton Garden some years before.

There is ample documentary evidence of these facts. The existence of the partnership between the two brothers was certified by John Jaques the elder’s own written statement made under oath in which he declared that:

‘such Partnership Trade or Business was carried on for some years previous to the year One thousand Eight hundred and twenty two in Baldwin’s Gardens and from the said year One thousand eight hundred and twenty two ... as partners under or by virtue of certain Articles of Agreement entered into between and by them for such purpose and bearing the date the twenty fifth day of January One thousand eight hundred and twenty one...’.

Thus, contrary to the information published by the Jaques company since 1945, the Jaques business did not proceed from father to son through generations. The present business arose directly from the partnership at Baldwin’s Gardens between the two brothers, Thomas and John. The business conducted by John Jaques the elder from 1830 to 1859 was a direct continuation of the business conducted by the two brothers in partnership, the final financial accounting of which I have seen and expect to publish in another context. The Articles of their partnership agreement might still exist in the archives of the Jaques company.

To my knowledge, the Jaques company (which has existed as a limited liability company only since 1899) has never mentioned this partnership between the brothers in any published version of their history and has never acknowledged Thomas Jaques the younger as having contributed to the business of which he was a founding senior partner. This, it seems to me, is one of several omissions that have created confusion concerning the history of the Jaques business and the products that its founders manufactured. The business card of the firm of ‘T. and J. Jaques’ at 65 Leather Lane, which the Jaques company have often featured in their published history, was that of the partnership of the brothers during the period 1821-1830 when they were at this address as partners.

What then was the nature of the separate business of the father, Thomas Jaques the elder (c.1765--1846)? Until about 1821, he conducted his own separate business at 65 Leather Lane, apart from that of his two sons. In commercial directories where both businesses were listed, his business was usually described to be that of an ivory turner and tunbridge-ware manufacturer and dealer in ivory, tortoiseshell and foreign hardwoods. The slight (if any) differences between the business of the father and that of his two sons appear to be that the sons emphasized that they were **wholesale** turners who turned both ivory and hardwoods. They did not usually deal in tortoiseshell.

Thomas Jaques the elder probably retired from this business shortly before February 1821. In that month, and within days after he has seen his sons agree their Articles of Partnership and seen his son John Jaques the Elder well married to Ann Danks, Thomas Jaques the elder formally sub-leased his premises at 65 Leather Lane to his two sons **jointly**. These premises included the workshops and storage shed that he leased in White Hart Yard at the rear of his premises at 65 Leather Lane, together with rights of way (for a horse and cart) that he shared with his landlord. His landlord was his neighbour, John Emblin (sometimes spelled Emblyn), who was a tripe dresser at 67 Leather Lane. Years later, Emblin would employ Ann Danks’s brother, Michael, after the carpet manufacturing business of Thomas Danks and Son had fallen into bankruptcy in 1841.

After 1821, Thomas Jaques the elder could be found at 12 Leigh Street, Red Lion Square, Holborn, which building he shared with his second wife, the former Ann French whom he had married in August 1816. From 1843 until his death in 1846, he was listed in commercial directories as a lodging house keeper at that address. His youngest son, Samuel Jaques, born of this second marriage, was also an ivory turner. It has yet to be ascertained whether Samuel Jaques and John Jaques the elder ever had a working relationship.

It seems very likely that Thomas Jaques the elder would have trained his three sons in ivory turning in their youth. This training, however, did not constitute an apprenticeship recognized by the Worshipful Company of Turners. After John Jaques the elder retired from the business on 21st February 1867, John Jaques the younger in 1868 decided to gain the “freedom” of the City of London, which essentially consisted of the right to vote from his address at 102 Hatton Garden. He could do so if he could gain membership in the Worshipful Company of Turners, but he could not qualify for such membership by parentage, because none of the Jaques had been members of this livery company. He was therefore obliged to purchase his membership by paying 5 shillings to the Company on 18th November 1868. This enabled him to obtain his “freedom” of the City of London on 7th December 1869.

The various topics touched upon in this article invite further research that would correlate the patents, the design registrations, the trademark registrations and the copyright registrations that might have been obtained by Jaques.

With regard to the use of the terms “patentee” and “patentees,” such research would ascertain to which other Jaques products these terms were applied and whether any other Jaques patents were allowed prematurely to become void. John Jaques’s 8-page booklet on the laws and regulations of the game of croquêt that Jaques and Son published in 1864 indicated that they had decided simply to use the less differentiating terms “Jaques and Son, **patent**” in connection with their invention of certain croquet instruments. In the same booklet, however, an advertisement for the *in statu quo* chess board referred to “Jaques and Son. patentees,” but the 1865 edition of the booklet omitted the reference to “patentees.”

The wrapper of the Jaques booklet on the laws of croquêt did not indicate whether the author of the booklet was the father or the son, but you would be correct in guessing that the patentee of the provisional patent granted in 1862 for “improvements in the instruments used in the game of croquet” was the younger man.

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