Neutral Citation Number: [2026] EWHC 1295 (Ch)

Claim No: CH-2025-000313

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
INTELLECTUAL PROPERTY LIST (ChD)
PATENTS COURT
ON APPEAL FROM THE UKIPO
APPLICATION FOR REVOCATION OF EP 2 146 786

The Rolls Building
7 Rolls Buildings
Fetter Lane
London EC4A 1NL

Date: 1 June 2026

Before:

DAVID STONE
(sitting as a Deputy High Court Judge)

- -

Between:

NETWORLD SPORTS LIMITED

Claimant/ Appellant

- and –

QUICK PLAY SPORT LIMITED

Defendant/ Respondent

- -
- -

Mr Richard Davis KC (instructed by **Trowers & Hamlins**) for the **Claimant/Appellant**
Mr Henry Ward (instructed by **Appleyard Lees**) for the **Defendant/Respondent**

Hearing date: 9 March 2026

- -

APPROVED JUDGMENT

This judgment was handed down remotely at 2.00pm on 1 June 2026 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

David Stone (sitting as Deputy High Court Judge):

1. This is my judgment following the hearing of this appeal from a decision of the United Kingdom Intellectual Property Office (**UKIPO**) numbered BL O/0957/25 and dated 14 October 2025 (the **Decision**) in relation to an application for revocation for invalidity of EP 2 146 786 (the **Patent**) owned by Quick Play Sport Limited (**Quick Play**). The Patent relates to a portable goal for use in sports such as football (soccer) or hockey.

2. The application for revocation of the Patent under section 72(1) of the Patents Act 1977 (the **Act**) was filed by Networld Sports Limited (**Networld**). Following a hearing on 1 March 2025 (at which both parties were represented by their respective patent attorneys) the UKIPO Hearing Officer Dr Benjamin Micklewright (the **Hearing Officer**) gave his Decision holding claims 11 and 15 of the Patent not to be novel and therefore invalid. There is no appeal from that part of the Decision. However, the Hearing Officer did not reach the same conclusion in relation to claims 1 and 10 of the Patent, and rejected the application for revocation in relation to those two claims. It is those findings from which Networld now appeals to this court.

3. Quick Play filed a Respondent's Notice asking this court to uphold the Hearing Officer's decision on an additional basis.

4. Mr Richard Davis KC (instructed by Trowers & Hamlins) appeared for Networld and Mr Henry Ward (instructed by Appleyard Lees) appeared for Quick Play.

The Nature of the Appeal

5. Both sides said they were agreed on the nature of the appeal: an appeal from the UKIPO is by way of a review and decisions of the UKIPO, being a specialist tribunal, merit respect.

6. However, in his closing submissions, counsel for Networld attempted a gloss on that position, referring me to the recent judgment of Arnold LJ (with whom Newey and Miles LJJ agreed) in *Salts Healthcare Limited v Pelican Healthcare Limited* [2026] EWCA Civ 93:

> "*Standard of review*
>
> 116. Explicit disclosure is a bright-line test which depends on the application of the correct legal standard to the prior art. The interpretation of the prior art is a question of law once the court has been properly instructed by the expert evidence as to the common general knowledge with which the skilled person reads the document, and hence the technical considerations which bear upon its interpretation. It follows that there is a right answer to any question of explicit disclosure. It is not a matter of evaluation taking into account multiple factors and applying an imprecise standard, like obviousness.

> 117. Although inevitable result involves a factual question, it is necessary to bear in mind the strict standard which must be applied. Unlike most factual questions, a finding on the balance of probabilities is not sufficient."

7. I have kept those passages well in mind in reaching my decision.

8. In preparing this judgment, I have also had in mind (for reasons which will become apparent) what was said by Lewison LJ (with whom Arnold and Miles LJJ agreed) in *Unik Bond SA v Catbalogan Holdings SaRL* [2025] EWCA Civ 1594:

> "59. In *Re Portsmouth City Football Club Ltd (in liquidation)* [2013] EWCA Civ 916, [2013] Bus LR 1152 Mummery LJ (with whom Rimer and Underhill LJJ agreed) posed the question at [36]:
>
> > "What sensible purpose could be served by this court repeating in its judgments detailed discussions of every point raised in the grounds of appeal and the skeleton arguments when they have already been dealt with correctly and in detail in the judgment under appeal? No purpose at all, in my view."
>
> 60. He continued at [38]:
>
> > "The proper administration of justice does not require this court to create work for itself, for other judges, for practitioners and for the public by producing yet another long and complicated judgment only to repeat what has already been fully explained in a sound judgment under appeal. If the judgment in the court below is correct, this court can legitimately adopt and affirm it without any obligation to say the same things over again in different words. The losing party will be told exactly why the appeal was dismissed: there was nothing wrong with the decision appealed or the reasons for it."

The Patent

9. As mentioned above, the Patent relates to a portable sports goal. The goal has two principal parts being (a) a frame to which (b) a net is connected. The crossbar and goalpost (which together define the goal mouth perimeter) are "pliable" and may be embodied as separate members or integrally as part of the net itself. "Pliable" is defined broadly in the description of the Patent.

10. The inventive concept (which was not in dispute) is that when assembled the frame is in compression and is arranged to support the goal mouth perimeter

edges in tension. Thus, in use, the goal has structural integrity. Counsel for Quick Play described the benefit of the invention as being that "narrow flexible poles can be used to form the frame and … the need for large rigid members for the base, goalposts and crossbar is avoided, lending itself to portability."

11. The Patent has four independent claims being to the goal apparatus (claim 1), the frame (claim 10), the net (claim 11) and to "a method of providing a goal" (claim 15). As set out above, the Hearing Officer found claims 11 and 15 not to be novel.

12. I set out below claims 1 and 10 in full, together with some of the relevant drawings from the Patent. For ease, I have adopted the helpful paragraphing used by Networld's counsel in his skeleton argument. The text in bold represents the integers in issue on Networld's appeal:

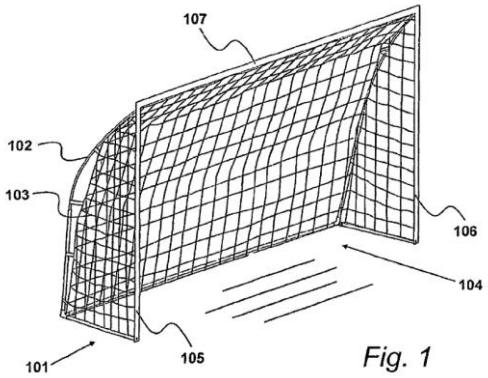

Fig. 1

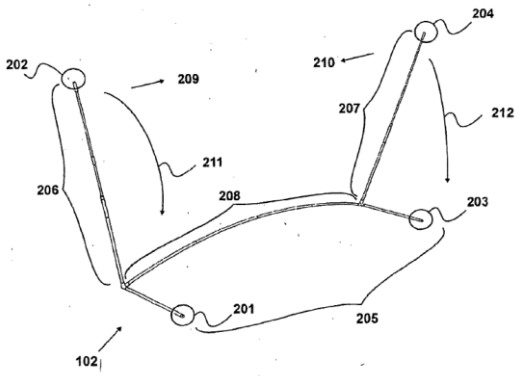

Fig. 2

"1. Goal apparatus (101), comprising:

a frame (102), a net (103), and

a first pliable goalpost member (105), a second pliable goalpost member (106) and a pliable crossbar member (107);

Said frame (102) presents a first lower net connection point (201) and a first upper net connection point (202), and a second lower net connection point (203) and a second upper net connection point (204);

characterised in that said frame (102) is configured to:

support said first pliable goalpost member (105) in tension between said first lower net connection point (201) and said first upper net connection point (202),

support said second pliable goalpost (106) member in tension between said second lower net connection point (203) and said second upper net connection point (204), and

> support said pliable crossbar member (107) in tension between said first upper net connection point (202) and said second upper net connection point (204);
>
> such that said first and second pliable goalpost members (105, 106) extend substantially parallel to each other and said pliable crossbar member (107) extends substantially perpendicularly to said first and second pliable goalpost members (105, 106);
>
> **wherein the first and second upper net connection points (202, 204) of the frame (102) are biased apart laterally from a position relative to each other** and wherein the net (103) presents an enclosure when assembled.
>
> …
>
> 10. A frame (102) for use in the goal apparatus (101) of claim 1, comprising:
>
> a base member (205) for resting on a support surface; and
>
> First and second post members (206, 207):
>
> wherein
>
> Said base member (205) presents first and second lower net connection points (201, 203) said first and second post members (206, 207) present first and second upper net connection points (202, 204) respectively, characterised in that
>
> **Said first and second upper net connection points (202, 204) are normally biased apart from a position at which the frame (102) is placed in compression**."

Grounds of Appeal

13. The Appellant's skeleton argument for the appeal noted that "[t]here is a single short point on appeal relating to the construction of a single integer of the claim".

14. Networld's grounds of appeal read in full:

> "1. The Hearing Officer erred in his construction of the integer of claim 1 "wherein the first and second upper net connection points of the frame are biased apart laterally from a position relative to each other…". This, he had (correctly) held was the only point of distinction between the claimed product and that disclosed in claim 1. Had he correctly construed this integer as relating to the biasing force experienced by the assembled product, he would have held the product of claim 1 not to be novel.

> 2. The learned Hearing Officer erred also in connection with the corresponding integer of claim 10 for essentially the same reason. Had he correctly construed the integer he would have held the product of claim 10 not to be novel."

The Hearing Officer's Decision

15. Following his introduction, at paragraphs [4] to [8] of his decision the Hearing Officer set out the Patent and the claims. He then set out the relevant law at paragraphs [9] to [13]. Counsel for Networld criticised the Hearing Officer for not having discussed at any length the law on claim construction. In light of the Hearing Officer's recordal at paragraph [11] of his Decision that "[n]either party made significant submissions in relation to the law", this criticism is unfair. For a specialist tribunal such as the Hearing Officer comprised, the law on claim construction was well-known. There was (in my judgment, rightly) no suggestion that the Hearing Officer did not apply properly the principles of claim construction set out in *Virgin Atlantic Airways Limited v Premium Aircraft Interiors UK Limited* [2009] EWCA Civ 1062.

16. There was a criticism of the Hearing Officer that he ought to have construed the Patent earlier in his Decision, rather than doing so when discussing D1. This was said by counsel for Networld improperly to have influenced his construction. I do not accept this criticism either: there was no issue with the Hearing Office dealing with construction as he did in the Decision, and I do not consider that the point at which he dealt with construction improperly influenced the conclusions he reached.

17. In the following paragraphs of the decision, the Hearing Officer reviewed the pleadings, and what was said to be the "evidence" in the case, albeit that the "evidence" rounds appear to have consisted solely of arguments from the parties. There was no expert evidence before the Hearing Officer. The absence of expert evidence (or indeed "evidence" beyond the parties' submissions) is a matter which informs the evaluative exercise which I have undertaken. The review which I have undertaken did not require me to have regard to complex matters of scientific discourse or to understand any expert evidence about the content of common general knowledge. It is plain from the face of the Patent and the prior art that no expert evidence was required by the Hearing Officer, nor by me, to understand, construe and adjudge the matters in issue. In undertaking the evaluative exercise in reviewing the Hearing Officer's decision, I have kept in mind that the Hearing Officer did so having regard only to the Patent, the prior art and the parties' submissions about those documents. Save in relation to one matter (as I explain in paragraphs [34] to [42] below), the Hearing Officer did not reach his conclusions with any manifest error of principle or faulty logic in his reasoning.

18. The Hearing Officer then discussed the two pleaded pieces of prior art, only one of which is relevant on this appeal: US 5690339 A published on 25 November 1997. The Hearing Officer referred to this patent as D1. D1, which is mentioned in the Patent, describes a collapsible sports goal for placement on the ground with a frame and a net.

19. The Hearing Officer described D1 at paragraphs 23 to 27 of his Decision:

> "23. D1 describes a collapsable [sic] sports goal for placement on the ground with a frame and a net. [Networld's patent attorney] focused specifically on the embodiment of Figure 6, shown below, which shows an assembled goal.

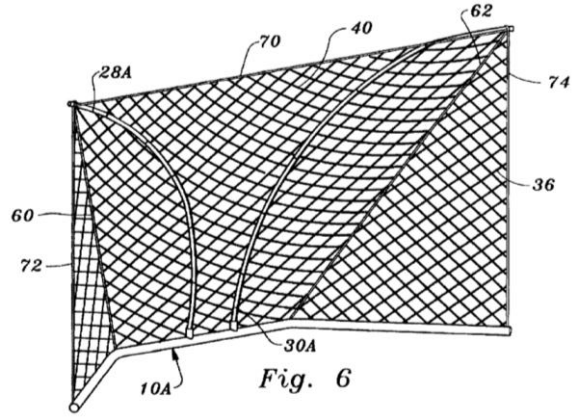

Fig. 6

> 24. According to D1, the frame comprises a substantially rigid base portion 10A that sits on the ground connected to two flexible resilient poles 28A, 30A extending upwards. The bottom of the net is affixed to the frame base and at the top of the net a cord-like reinforcement member 70 extends along the top of the goal mouth. This is the key difference between this embodiment and the alternative embodiment described in D1, the alternative embodiment having a rigid crossbar rather than the cord-like arrangement of the embodiment of Figure 6. The net comprises two side panels and a central panel with flexible reinforcement cords 60, 62 at the internal joins between these panels. The ends of the poles 28A, 30A are fixed to the ends of both the reinforcement member 70 and cords 60, 62.
>
> 25. To better understand the construction, it is helpful to consider Figure 2 which, although relating to the alternative embodiment, shows the key features of the goal in a part-disassembled state with the net lying on the ground. This figure shows the ends of poles 28, 30 disconnected from the corners of the net and substantially straight. To assemble the goal, the poles are necessarily bent from their position shown in Figure 2 such that they are forced towards the top corners of the net. The net construction retains the poles in their bent shape as they exert an upwards force on the net to pull the top of the net upwards from the base portion. According to the description, the edges of the net forming the goal mouth, labelled as 72, 74 in Figure 6, are said to be ropes or cords.

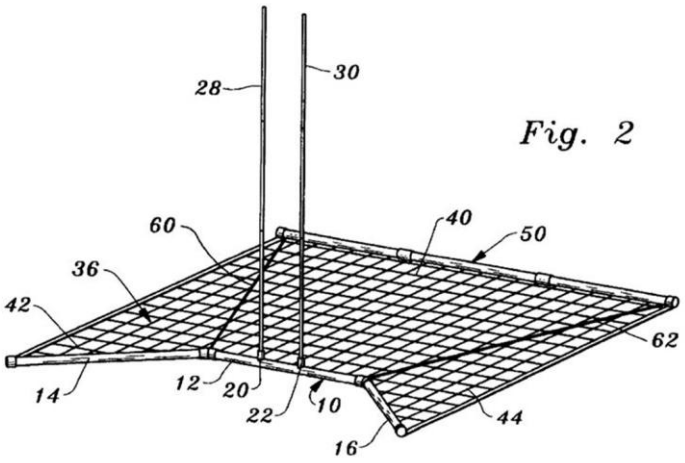

Fig. 2

26. At the hearing, [Networld's patent attorney] stated:

> "In Figure 6 poles 28A and 30A are biased such they push the goal posts upwardly and therefore support the goal posts in tension. … if the net was not connected to the support frame then the poles 28A and 30A would extend upwardly in a linear fashion."

27. I agree that, when attached, each of the bent poles will effectively pull substantially upwards at the top corner of the net putting both edge cords into tension. These edge cords form the goal posts of the goal mouth. The shape of the net behind the goal mouth is partly provided by the rear reinforcement cords which appear to help resist sagging of the net. The shape of the net is also provided by the top reinforcing cord that forms the crossbar for the goal mouth."

20. At paragraph [28] and following of his Decision, the Hearing Officer set out his findings in relation to novelty of claim 1 over D1. The Hearing Officer focussed on the integer under appeal from paragraph [35] onwards, concluding at paragraphs [39] to [41]:

> "39. Considering the embodiment of the Patent as is illustrated in the figures, it is evident that the flexible pole ends 202, 204 are initially outside the footprint of the frame base and are thus pulled downwards and inwards to the corners, whereas, in contrast in D1, the flexible pole ends are initially inside the footprint of the base and are pulled downwards and outwards to the corners. In both situations, the net construction holds the poles in the bent position. In the embodiment of the Patent the pole ends are held closer to each other when attached to the net than they are when detached from the net, whilst in D1, when the ends are attached, they are held farther apart than when the poles are not attached to the net and not bent.
>
> 40. I note that, whilst the net provides a force applied to the poles to bend them, the poles consequently provide the

> opposite reaction force onto the net. The word 'bias' seems to have been used by the parties to refer to each of these forces. The expression "biased apart laterally from a position relative to each other" in claim 1 is potentially ambiguous as to whether the expression refers to the frame when disconnected or connected to the net. I however consider that the skilled reader, when reading claim 1 as a whole and in the light of the description and figures, would construe this expression to mean that a restoring bias of the upper frame connection points, i.e. the reaction forces of the frame against the connected net, is one that would try to move the upper connection points apart. Adopting this construction, the poles of D1 are not biased apart laterally from a position relative to each other but rather the bias is to move the upper net connection points towards each other, in contrast to the arrangement in claim 1.
>
> 41. I therefore find that D1 does not disclose upper net connection points of the frame which are biased apart laterally from a position relative to each other, as is required by claim 1 of the Patent. Claim 1 is therefore novel over the disclosure of D1."

21. The Hearing Officer then discussed the novelty of claim 10 over D1 at paragraphs [42] to [45], noting that claim 10 uses different language to claim 1: the upper connection points (of the post members) "are normally biased apart from a position at which the frame (102) is placed in compression". The Hearing Officer concluded at paragraph [45]:

> "45. In my view this feature of claim 10 should be construed in a manner consistent with the bias feature of claim 1. The skilled reader would understand "placed in compression" to relate to the state of the frame when attached to a net. In the embodiments this compression is substantially caused by the elastic bending of the posts. In D1, the frame posts are also elastically bent, and the frame can be considered as "in compression" when attached to the net. It seems to me that the state of being normally biased apart from a position at which the frame is placed in compression suggests that they are normally biased apart when the frame is not under compression. This is illustrated in the described embodiments of the invention, such as that of Figure 2 of the Patent. In D1 the upper connection points are normally biased together when the frame is not placed in compression rather than apart, as is illustrated in Figure 2 of D1. I do not therefore consider D1 to disclose upper net connection points that are normally biased apart from a position at which the frame is placed in compression, as is required by claim 10. Claim 10 is thus novel over D1."

Networld's Submissions on Claim 1

22. As with other appeals from the UKIPO, Networld's skeleton argument was filed with the appeal, sometime ahead of the hearing before me. It differed materially from the oral submissions advanced before me. I will therefore deal with each separately, starting with Networld's written case.

23. Put shortly, Networld's written case was that the Hearing Officer "clearly conflated the exercise of construction and the assessment of novelty (dealing with them both when considering the disclosure of D1)." Networld submitted that the Hearing Office wrongly construed the references in the Patent to "biased apart laterally" (original emphasis):

> "The proper construction is that the 'biased apart laterally' requirement is the aspect that causes the crossbar to be tensioned, it is to be achieved when the goal is assembled and may be achieved by a particular arrangement of just the frame or by some combination of the frame and other structure such as the net… If the biasing apart was <u>just</u> to be done by the frame, then the claim needed to say so. And it does not."

24. I can deal briefly with this submission because I do not consider that the Hearing Officer erred in his construction of this integer for the reasons submitted by Networld or otherwise. As Quick Play submitted, something that is "biased" has an inclination to return to some fixed position. Here, where the tops of the compression members (poles) are "biased apart laterally", the Hearing Officer found that "the skilled reader, when reading claim 1 as a whole and in light of the description and figures, would construe this expression to mean that a restoring bias of the upper frame connection points, ie, the reaction forces of the frame against the connected net, is one that would try to move the upper connection points apart." I agree with the Hearing Officer's assessment. This is perhaps clearest from figures 11b and 12b (below) which show the poles 1108 and 1106 bending "inwards together such that the frame is in compression and thus applies a tension to the goal mouth" as the Hearing Officer found at paragraph [7]. I do not consider that this integer relates to the biasing force experienced by the assembled product. It is the frame that is laterally biased apart. As noted by Quick Play's counsel, this reflects the teaching of the specification – "the whole point of this invention is that the rear compression frame is what provides structural integrity by putting the goalmouth elements in tension".

25. This is also consistent with the inventive concept of the Patent, which was common ground: the use of a frame in compression, the goalmouth is maintained in tension.

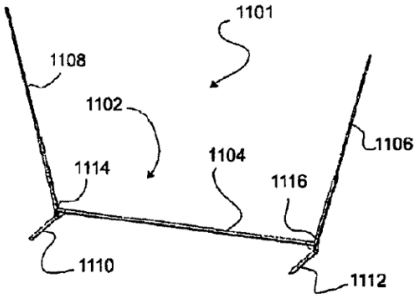

Figure 11b

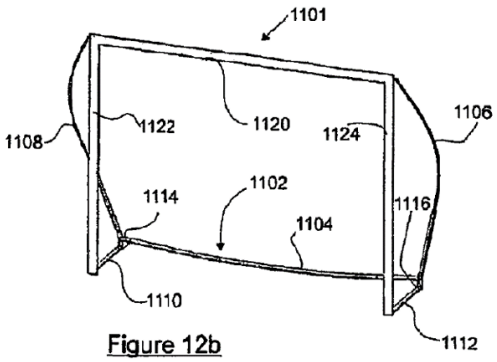

Figure 12b

26. The Hearing Officer having correctly construed the Patent, in my judgment he also correctly found novelty over D1 (and I did not hear Networld actively to say otherwise). In D1, the bending poles are within the footprint of the goal, and are then bent down and outwards to create the tension required (see Fig 6 in paragraph [23] of the Decision, excerpted above. Their bias is to return together – they are not biased apart laterally.

27. In my judgment, Networld's case as set out in its written submissions fails. The Hearing Officer correctly construed the relevant integer, and therefore correctly found novelty over D1.

28. I turn now to Networld's oral submissions at the hearing before me. Having presented it as a short point going to the construction of an integer of a claim in the Patent, Networld's counsel adopted the unusual course of walking me through a large amount of background material, none of which had apparently been before the Hearing Officer or submitted in advance of the hearing either to Quick Play or to the Court. I was taken to:

    i) Sections 14(2), (3) and (4) of the Act;

    ii) Rule 16 of the Patents Rules;

    iii) Article 84 of the European Patent Convention;

    iv) Rule 43 of the relevant rules made under the European Patent Convention; and

    v) Various paragraphs of the EPC Guidelines.

29. As I have mentioned, none of those materials were put to the Hearing Officer, nor was it alleged by Networld's counsel before me that the Hearing Officer had violated any of the principles set out in the documents I was shown. In preparing this judgment, I have re-read them. However, given that Networld's counsel did not make any specific point in relation to them, there is little more I can do than keep them generally in mind.

30. Networld's counsel's oral submissions then focussed on the tension in the patented invention when assembled, submitting that the requirement in the integer in issue for biasing apart is the other side of the same coin as the

tension needed to keep the goal in place. The references to "tension" in the Patent are, however, in different integers, and relate to the tension required to keep the net in place. Further, he submitted that, for the invention in the Patent to work, four aspects must be in balance: (1) the restoring force of the pole; (2) the tension in the crossbar cord; (3) the tension in the goalpost cord and (4) the tension in the diagonal cord. Further, he argued that the force at the top of the bent poles would be upwards, otherwise the crossbar would collapse inwardly. I did not find his discussion of tension or force at all helpful in reviewing the Hearing Officer's decision in relation to "biased laterally apart".

31. As with his written submissions, nothing in Networld's counsel's oral submissions called into doubt the Hearing Officer's conclusions nor reasoning with which, as I have explained, I agree. There was nothing wrong with the Hearing Officer's decision or the reasons he gave for it. I have found no error of principle, nor that his decision was plainly wrong. Indeed, I agree with it.

Claim 10

32. As set out above, the appeal in relation to claim 10 mirrors that for claim 1: the Grounds of Appeal say only that the Hearing Officer erred "for essentially the same reason". Networld's counsel's skeleton argument dealt with claim 10 in one short paragraph (original emphasis):

> "Dealing very briefly with claim 10, whilst this is only to the frame, it is 'for use' in the goal arrangement of claim 1. This 'in use' criteria is reflected later on in the claim which requires the upper connection points to be '<u>normally</u> biased apart'."

33. At the hearing, counsel for Networld confirmed that the appeal in relation to claim 10 "stands and falls" with that for claim 1. As I have found no error in the Hearing Officer's decision in relation to claim 1, I also reject the appeal in relation to claim 10. In any event, I agree with the Hearing Officer's findings in relation to claim 10.

Respondent's Notice

34. I can deal with the Respondent's Notice briefly. I set it out here (adopting the abbreviations I have used above).

> "3. Furthermore, the Hearing Officer should have held that claim 1 is not anticipated by D1 for a further reason, which is that D1 does not disclose a frame configured to support a pliable crossbar member in tension between the upper net connection points in the sense required by the claim. The Hearing Officer concluded at paragraph 36 that this integer was satisfied by a crossbar member in tension by reason solely of its own weight, ie where no external tension is applied to the crossbar member. However, both as a matter of the language of the claim alone and in the context of the specification, this integer requires that tension is put on the

> pliable crossbar member by the frame (ie external tension is applied to the pliable crossbar member). Indeed, that is the point of the 'biasing apart' integer of the claim. The Hearing Officer was thus wrong to conclude that the integer of the frame configured to support a pliable crossbar member in tension between the upper net connection points was satisfied by a pliable crossbar member (as apparently shown in D1) in which the only tension was provided by the weight of the pliable crossbar itself, and should have concluded that claim 1 of the Patent was not anticipated by D1 for that further reason."

35. Whilst Networld's appeal related to what Quick Play's counsel described as "the biased apart integer" (shown in bold in paragraph 12 above), Quick Play's Respondent's Notice related to an earlier integer in claim 1 as follows:

> "[The frame is configured to] support said pliable crossbar member (107) in tension between said first upper net connection point (202) and said second upper net connection point (204)".

36. The Hearing Officer dealt with this integer at paragraph 36 of the Decision:

> "36. I note that a pliable cord fixed between two spaced apart endpoints will hang between these points, the weight of the cord causing a tension in the cord as the support points pull on the cord in reaction to keeping it in place against gravity. Thus, I believe the frame of D1 does support both the two goalposts and the crossbar in tension, as [Networld's patent attorney] asserted. Whilst, in the embodiments of the Patent, the biasing apart of the upper net connection points laterally from a position relative to each other will impart tension to the crossbar member, claim 1 is not limited to the tension being applied to the crossbar member by the biasing arrangement. Thus, D1's arrangement for supporting the crossbar in tension falls within the scope of claim 1. The key question is therefore whether D1 discloses the biasing apart of the first and second upper net connection points laterally from a position relative to each other."

37. Counsel for Quick Play submitted that the Hearing Officer was wrong to have found that the tension integer is satisfied by a crossbar which has tension in it only as a result of bearing its own weight. Rather, he submitted, this integer requires that the frame actively exerts tension on the crossbar to provide structural integrity to the goalmouth for three reasons:

    i) The integer is part of a post-characterising clause concerned with how the frame is configured, and it requires that it be configured "to support said pliable crossbar member in tension". If the crossbar is merely under tension as a result of its own weight, then the frame is not *configured* to support it in tension;

ii) The context and purpose of the claim (and the invention), he submitted, is that the goalmouth should be actively put under tension in order to give the goal as a whole structural rigidity. That requires some material degree of tension to be actively applied to the crossbar, not merely that it hangs under its own weight. The claim, he submitted, is plainly contemplating a system where the tension applied to a pliable member produces some material level of structural rigidity; and

iii) The Hearing Officer artificially broke up the integers of the claim and failed to consider them in context, he submitted. If the tops of the compression members are biased apart laterally, then they will, absent some restriction, impart tension into the crossbar between them. These two integers together describe the configuration that results from having the tops of the compression members biased apart laterally, so as to put tension into the crossbar element. This, he submitted, is how the invention works.

38. Counsel for Quick Play went on to criticise the Hearing Officer's decision for concluding that the upper net connection points shown in Figure 6 of D1 were fixed in space, even though the tops of the compression members 28A and 30A were not biased apart laterally. Thus, the crossbar 70 was under tension by virtue of its own weight.

39. Counsel for Networld addressed the Respondent's Notice briefly in his skeleton argument in reply, and very briefly in his oral submissions. In his reply skeleton, Counsel for Networld submitted:

> "Insofar as the crossbar is cordlike (our term), that tensioning need be sufficient for the crossbar to 'hold its shape' (Decision paragraph 30). There is no justification to imply any greater degree of tension into the construction of the term 'in tension'. Nor does the Respondent have any proper basis for saying that the Hearing Officer reached a construction on the basis of a lower degree of tension, ie one just to bear the weight of the cordlike crossbar."

40. Orally, he referred me to D1 where it says this:

> "Fig 6 illustrates an alternative embodiment of the invention which differs from that previously described in several respects. First of all, the goal base member 10A is illustrated as being of integral construction. This is considered less desirable than the goal base member of the first embodiment since a less compact package is formed upon disassembly of the goal. Rather than employ a rigid goal top member 50 at the top of the goal net 36, a cord-like reinforcement member 70 extends between the upper and top corners of the goal net as defined by central net panel 40.
>
> In this embodiment as disclosed poles 28A, 30A do not cross, but rather bend upwardly and outwardly."

41. I do not agree with Networld's counsel that the tension integer of the Patent includes a cord hanging between two fixed points – I accept Counsel for Quick Play's submission that a cord hanging between two fixed points would not be "configured in tension". Gravity would exert some tension on the cord, and hence the cord would pull (ever so slightly) at the two fixed points. But that is not the invention the Patent teaches, nor, in my judgment, what the tension integer means. Rather, I prefer Quick Play's counsel's submission that the frame is to be configured to support the pliable crossbar member in tension. That is what gives the goal as a whole structural rigidity. Tension must be applied to the cross-bar – it does not just hang under its own weight. Claim 1 provides for the tops of the compression members to be biased apart laterally – they will therefore impart tension into the crossbar between them.

42. I therefore allow the Respondent's Notice: D1 does not disclose the feature in claim 1 of a frame configured to support a pliable crossbar member in tension between a first upper net connection point and a second upper net connection point and so claim 1 is not anticipated by D1 for this additional reason.

Conclusion

43. The appeal is dismissed. The Respondent's Notice is allowed.