

considering the prior art disclosure of D5, the expanded figure "the MRTT fuel system" shown in D5' also had to be regarded as forming part of that disclosure.

In T 1698/08 there was no reason for the board to exercise its discretion to refuse to admit the evidence, as it could neither be said that it was irrelevant nor that it was unnecessary. A refusal to admit could in any case not be based on statements in the document with respect to the **accuracy of the facts** it contained. Such statements related to the probative value of a document. Based on the principle of the free evaluation of evidence (G 3/97, OJ 1999, 245, point 5 of the Reasons), the board is free in assessing to what extent the information in a document is credible, whereby such a statement may play a role. Case T 1698/08, in respect of the disputed validity of an authorisation related to an (internet) **uncertified extract** from a commercial register.

In T 286/10 the board held that a merely general allegation that **digital libraries** were unreliable was not enough to cast doubt on the date on which a document stored with Internet Archive (www.archive.org) had become publicly available. It applied the usual standard of proof on the balance of probabilities (confirmed in T 2227/11, T 1711/11, T 353/14, T 545/08, T 1066/13). See also chapter I.C.3.2.3 "Internet disclosures".

4.2.5 Other written evidence

In T 332/87 a dated **internal paper**, marked as being confidential and not signed, was – together with an undated leaflet – not considered sufficient evidence. In T 595/89 the board decided that the opponent's in-house documents relating to the installation of a device in an aeroplane and to the sale thereof were not sufficient to prove public prior use.

In T 204/88 a **letter of tender** was not sufficient to prove public prior use because it was not discernible when and to whom the device was to be delivered and because the device was described in terms too general for anyone to identify whether it corresponded to the invention. In T 725/89 too, a dated tender was not regarded as sufficient evidence, as it was not proven when the tender had actually been presented, and the date of the tender was only one week prior to the priority date. By contrast, the board took the view in T 482/89 (OJ 1992, 646) that an **unsigned delivery note**, together with other documents, could constitute sufficient evidence of delivery.

In T 505/15 the board stated that the appellant's (opponent's) argument was credible that the **original** printed document was no longer available about 14 years after its creation, given that there was no obligation to keep the original paper version for more than 10 years. However, the board did not regard the lack of a signature as casting doubt on the content of the document. Firstly, the allegation of a legal requirement for signing such documents had not been substantiated. Secondly, even if the printed document was originally signed, it was unlikely that the electronically stored version of the document would contain such a signature. See also T 2466/13, which deals with both a failure to provide the originals of contracts assigning the right of priority and a mere allegation that a signature might have been forged.