wise the difference between the two classes of cases is very marked.

In support of the contention that the employer is entitled to the earnings of his servant acquired from other sources in breach of a contract for exclusive service, reliance is placed upon such cases as Thompson v. Havelock, 1 Camp. 527, where an employer was held entitled to retain as against his servant the earnings of the latter paid to him by one who had employed the servant. No doubt, the rights of the master over the person as well as the time and labour of his servant were much more extensive formerly than they are to-day. Many of these rights which arose out of the feudal system of villenage are inconsistent with modern ideas of human liberty and the inalienable freedom of citizenship. To apply in its pristine force, even to the menial servant of the present day, the maxim quicquid acquiritur servo acquiritur domino, would shock the twientieth century mind. This rule of law, though extended to the earnings of apprentices in many old cases (and upon principle it is in this connection imposible to draw any sound distinction between apprentices and servants), can have but a limited application to the present day relations between master and servant: Jones v. Linde British Refrigeration Co., 2 O. L. R. at p. 432, per Moss, J.A. There is no question here of the master's right to an injunction restraining breach by his servant of a negative covenant against engaging in any business except that of such master, nor of his right to damages for breach of such covenant. . . .

There are two distinct covenants made by this defendant: (a) that he will devote his entire time to the advertising interests of the plaintiff company; (b) that he will engage in no other line of business during the term of his employment by the plaintiff. The latter negative covenant cannot be construed as expressing or implying a contract by defendant that if he does engage in any other business than that of the plaintiffs he will do so in their interest and for their benefit. . . .

[Dean v. McDowell, 8 Ch. D. at p. 353, referred to.]

The implication, in the case of a partner, of a covenant to do for the partnership all business within its scope in which he may engage, is not, in my opinion, to be extended to the case of a servant or agent, though he has promised to give to a particular undertaking of his employer exclusive service. . . . The contract of the agent or servant is merely to do his employer's business for his employer's benefit. He may violate his contract, express or implied, not to engage in any other business, or to devote his whole time and attention to his master's work, by undertaking other employment, but it is quite another thing to say that he must be deemed to have