The rationale of the cases governed by the rule thus stated is that there is a special employment for the limited and definite purpose of inventing. The employé is regarded as having hired out to his employer, the whole of his inventive powers, natural and acquired, so far as regards the particular improvements to the attainment of which his experiments are to be directed [3]. The ground upon which such cases are distinguished from those discussed in § 3, *ante*, is that in the latter there is merely a general employment [4].

In Illinois it has been laid down that "the law inclines so strongly to the rule that the invention shall be the property of its inventor, that nothing short of a clear and specific contract to that effect will vest the property of the invention in the employer, to the exclusion of the inventor.' Upon this ground the court held, in the case cited, that an agreement by an employé to give his employer the benefit of any improvements he might make in two specified kinds of machines should not be construed in such a sense as to entitle the employer to demand the assignment of his interest in an invention relating to a machine of another description, although the employer had

---

employer should have the exclusive benefit of the inventive faculties of the employé, and of such inventions in machinery as he should make, during the term of service, was held to entitle him, without any new agreement, to the exclusive use of the machines invented by the employé, during the prolongation of his service after the expiration of the term of his original engagement.

[3] In a case in which the right of the servant to take out letters, patent in his own name was denied, the court observed: "The special service of inventing is the entire scope of the employment, . . . for the servant has no right to think or invent for himself on this particular subject matter in hand. He must get out of such a relation before he can claim the product of his work under such an employment. He cannot carry off both his salary and the only valuable product of his work under such an employment, leaving his master with his useless models, the results of his uselessly spent money on tools, machinery, time, labour of self and employés, with only a license or shop right which is not assignable or useful in any way save to himself. Such a result would necessarily defeat the whole purpose of the contract and the contracting parties. The cases resulting in mere license were those of general employment; at all events, they were not special employments for the limited service of inventing." *Annin* v. *Wren* (1887) 44 Hun. 355.

[4] In one of those cases *Hapgood* v. *Hewitt* (1886) 119 U.S. 227, the doctrine laid down is explicitly declared not to be applicable, where there is a special employment to invent.