with reference to the discoveries of the latter are determined by the application of principles similar to those which govern the general question of the extent of an employer's interest in things acquired or produced by the exercise of the mental or bodily powers of an employé;—that is to say, an employer is entitled to the benefit of all the discoveries of his employé, which have a direct and immediate connection with the work which the latter was engaged to perform, and were made during that part of the day, which he was bound to devote to the discharge of his contractual duties[1]. The right of the employer in this regard is especially clear, where it is shown not only that the discovery in question was made during the working hours of the employé, but that the employer's materials and machinery were being used under the employer's direction for the avowed purpose of making such a discovery[2].

[1] That a calico printer was entitled, after having discharged his head colourman, to the book in which that servant had entered the processes for mixing colours during his service, although many of the processes were the invention of the servant himself, was held in *Makepeace* v. *Jackson* (1813) 4 Taunt. 770. This was an action of trover to recover possession of the book. But the following passage from the judgment of Chambre, J., seems to justify a citation of the case as an authority for the general principle formulated in the text. "The master has a right to something beside the mere manual labour of the servant in the mixing of the colours; and though the plaintiff invents them, yet they are to be used for his master's benefit, and he cannot carry on his trade without his book."

It has been held that secret processess and compounds invented by an employé of a firm in pursuance of an employment for that purpose became the property of the firm without an express assignment; and he may be compelled to account for profits derived from manufacture and sale thereof on his own account. *Baldwin* v. *Von Micherouw* (Sup. Ct. 1893), 5 Misc. 386, 25 N.Y. Supp. 857.

[2] In a case involving the obligation of an employé to disclose a secret process discovered by him under such circumstances, (see § 16, post), the court remarked: "Independently of any special contract to that effect, the resulting discovery was just as much the employing company's property, as if, instead of being the formula of a secret process, it had been a material product; so that the defendant in refusing disclosure was refusing to give up to the corporation what belonged to it." *Silver Spring & Co.* v. *Woolworth* (1890) 16 R. I. 729.

The effect of *Dempsey* v. *Dobson* (1896) 174 Pa. 122, 40 L.R.A. 550, 34 Atl. 459, is thus correctly stated in the reporter's headnote: If one employed by another experiments at the expense of his employer and for his use with a view to the immediate use of the results of such experiments in his employer's business, the recipes and formulae resulting from such experiments belong to the employer so far as to give him the right to use the same. In that case it was the duty of a colour mixer employed in a carpet factory to prepare the dyes or colours so as to reproduce in the car-