class of cases has been thus formulated by the Supreme Court of the United States:

"If one is employed to devise or perfect an instrument, or a means for accomplishing a prescribed result, he cannot, after successfully accomplishing the work for which he was employed, plead title thereto as against his employer. That which he has been employed and paid to accomplish becomes, when accomplished, the property of his employer. Whatever rights as an individual he may have had in and to his inventive powers, and that which they are able to accomplish, he has sold in advance to his employer" [1].

More briefly,—"If the patentee be employed to invent or devise such improvements, his patents obtained therefor belong to his employer since in making such improvements he is merely doing what he was hired to do" [2].

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[1] *Solomons* v. *United States* (1890) 137 U.S. 342, (346).

From a remark made by Bayley J. during the agreement of counsel in *Blowam* v. *Elsee* (1825) 1 C. & P. 565, he appears to have been of the opinion that, in a case where a skilful person is employed for the express purpose of inventing, the inventions made by him will so far belong to the master, as to enable him to take out a patent for them. But no explicit ruling was made on this point.

[2] *Gill* v. *United States* (1896) 160 U.S. 426 (435).

Compare also the following statement: "Where one person agrees to invent for another, or to exercise his inventive ability for the benefit of another, the inventions made and patents procured during the term of service covered by the contract belong in equity to the employer, and not to the employé." *Connelly Mfg. Co.* v. *Wattles* (1891) (N.J. Ch.) 23 Atl. 123. (Injunction restraining use of patents by employé was denied on the ground of the alleged contract's not having been satisfactorily proved.)

In an Illinois case it was conceded *arguendo*, that "where the employer hires a man of supposed inventive mind to invent for the employer an improvement in a given machine, under a special contract that the employer shall own the invention when made, and under such employment such improvement is invented by the person so employed, such invention may, in equity, become the property of the employer." *Joliet Mfg. Co.* v. *Dice* (1883) 105 Ill. 649 (p. 652).

In *Pape* v. *Lathrop* (1897) 18 Ind. App. 633, where the employé stipulated to render services "as inventor," and to assign any patents which he might apply for by the desire of his employer, the court stated the accepted doctrine as being to the following effect: "Where a servant, during his employment, and while using the time and material of his employer, invents new devices, compounds, or machinery, or any useful appliances in connection with the business of his employer, and which are used in the business of the employer, with the intention or understanding that they shall belong to the employer, the same become his absolute property, and such inventor has no interest therein."

In *Wilkens* v. *Spafford* (1878) 3 Bann. & Ard. 274, a contract that the