is restricted to the Federal Courts[11]. But a State court has jurisdiction to compel specific performance of an agreement by a servant to assign to his master the patents for any inventions which he may make while the contract of service continues. In such a suit there is no question raised as to the legality of the issue of the patent, or as to the propriety of the action of the commissioner of patents. Relief is asked for on the ground that the patents were rightfully obtained by the servant, and ought to be assigned to the plaintiff in accordance with the agreement[12].

(*f*) ***Employer licensed by employé to use his inventions.***— Where a servant allows his employer to use patented appliances, devised by him independently, and not in pursuance of any agreement contemplating the use of the employer's time, labour, or materials, in developing or perfecting them, a promise on the employer's part to pay compensation for the benefit received from the use of the inventions will be implied[13].

Where an express license has been granted to an employer to use improvements patented by his employé the extent of the privilege is determined by the provisions of the contract[14].

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[11] *Slemmer's App.* (1868) 58 Pa. 155.

[12] *Binney* v. *Annan* (1871) 107 Mass. 94; 9 Am. Rep. 10.

[13] *Ft. Wayne, C. & L.R. Co.* v. *Haberkorn*, (1896) 44 N.E. 322, 15 Ind. App. 479, distinguishing the class of cases referred to in § 3, *post*.

Where the owner of a patented invention was a director and officer of a corporation, and the latter appropriated and used such invention with his consent and acquiescence, it was held, that he was not necessarily precluded from recovering a reasonable compensation therefor by reason of his relationship to the company, but that such relationship, with other circumstances, was for the jury to consider in determining the question whether the license to use the patent should be implied to be for or without compensation. *Deane* v. *Hodge* (1886) 35 Minn. 146, 27 N.W. 917.

[14] An employé who was the patentee of threshing machinery embodied in a threshing machine called the "New Peerless," manufactured by his employer under a license from him, granted to the employer an exclusive license to use such patents, and the exclusive right to use "all inventions and improvements in said machinery" thereafter made; also all "new designs of such machinery" made by him while in the employ of the licensee, and all inventions and improvements which should thereafter be made thereon. *Held*, that such license did not grant the right to use a patent issued to the licensor after he left the licensee's employ, for threshing machinery which was not an improvement on that of the New Peerless machines, nor an infringement of the patents under which such machines were made, but which embodied a different principle of operation, and devices which could not be used in the New Peerless machines, except by substitution; such patent being for a "new design," within the meaning of the contract. *Frick Co.* v. *Geiser Mfg. Co.* (1900) 100 Fed. 94.