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HIGH COURT OF JUSTICE.

MIDDLETON, J.

FEBRUARY 9TH, 1912.

DURYEA v. KAUFMAN.

Patents for Invention—Starch Products—Agreement—Construction—Infringement—Injunction—Damages—License—Royalties—Disclosure of Secret Methods—Costs.

This action was brought against Kaufman and the Edwardsburg Starch Company in respect of a written agreement made between the parties in January, 1906, and subsequent oral agreements. The first agreement recited that the plaintiff had made valuable discoveries in respect of the business carried on by the defendant company, for which he had secured patents both in the United States and Canada. These the defendants were to be allowed to use, on certain conditions, fully set out in the agreement. The plaintiff alleged that he had performed all that he was bound to do under the agreement, and that the defendants had taken advantage of his discoveries, but refused to carry out the obligations consequent thereon; and he claimed damages for the breaches of the contract, an account of profits, an injunction against infringing the patents, royalties, and a declaration that the defendants were not entitled to make use of his inventions.

N. W. Rowell, K.C., and Casey Wood, for the plaintiff.

D. L. McCarthy, K.C., and Frank McCarthy, for the defendants.

MIDDLETON, J. (after summarising the first agreement and describing the mode of manufacture of starch products):—On the 31st December, 1901, the plaintiff obtained his patent for the manufacture of "thin boiling or modified starch," by the "in suspension" process.