The value of an invention made by the servant and adopted by his master is not competent evidence with regard to the question of damages where by the terms of the contract, the employer was to have the use of any invention made by the servant during the stipulated period of employment[2].

11. Money invested in, or expended so as to benefit the defendant's business.—If the purchase of an interest in the employer's business was made a condition of the appointment of the employé to the position from which he was removed, the jury may, in assessing the damages, take into account any loss that this purchase has entailed[1]. But an employé of an insurance company is not entitled to recover as damages for his dismissal premiums paid by him upon a policy of insurance, if it was no condition of his employment that he should insure his life, and there was no connection between the two contracts[2].

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contract induced him to accept the price named in it for the patents, the court said: "It was wholly immaterial in this action what the patents were worth when assigned, or which of the provisions of the contract induced the defendant in error to enter into it. The rights of the parties were to be determined by the terms of the contract. There is nothing in the contract to justify the contention of the plaintiff that he was entitled to recover the value of the patents at the time he assigned them, or at any other time, because he was not permitted to continue in the service of the defendant company so as to develop the patents, and thus increase the value of his stock."

[2] *Pape* v. *Lathrop* (1897) 18 Ind. App. 633.

[1] *Trimble* v. *Glasgow Flax Spinning Co.* (1868) 5 Sc. L.R. 385 (plaintiff had purchased shares of the defendant company upon being made its manager).

[2] *Laberge* v. *Equitable L. Assur. Soc.* (1895) 24 Can. S.C. 595, Aff'g Que. R. 3 Q.B. 513, which rev'd Que. R. 3 S.C. 334.