

greatly increase the demand. No starch has been manufactured in excess of this limit.

Then as to glucose. Section III., clause 6, provides that the royalty is to be paid on "all starch syrup products manufactured" under the patents. I cannot narrow this as Mr. Benson contends. This covers all manufactured products, and includes glucose that goes into table syrup, etc.

Then the form of the license. This is, I think, under sec. VIII., clause 1, to be "a grant and conveyance" or an assignment of the patents and not a mere license. No doubt, the parties can settle the document in the light of the above findings, and the provisions of the agreement. If not, there may be a reference or I may be spoken to.

I should add that the royalty upon modified starch is payable on the "annual sales," and so would not cover any modified starch, which may be used in the manufacture of glucose. The royalty would be payable on the glucose, in that case. The company, having the right to manufacture, would have the right to manufacture modified starch for glucose as well as for sale.

Kaufman was placed in a very unfortunate position. Duryea had bound himself to disclose to the company all his knowledge, skill, and secret processes. Kaufman was, as Duryea's assistant and employee, bound to respect his master's secrets. When Kaufman entered into Benson's employ, it was with Duryea's approval, and to some extent it was to his advantage. When the relations between Duryea and Kaufman became strained, and Duryea was contending that he was not bound to give to Benson the information he had contracted to give, he naturally became suspicious of his former employee.

I think Kaufman acted throughout with scrupulous honesty and did not in any way disclose any of Duryea's secret methods. He undoubtedly did use some of these methods in the manufacture of Diamond D. starch. If the use was in any way unauthorised, then there was no damage, because he was only doing what Benson was entitled to do, and in this way he cut down the damage Duryea would have had to pay.

The agreement between Duryea and Kaufman of the 1st June, 1906, provides that "the engagement is to be of a strictly confidential character." His employment is as a "personal confidential assistant."

Upon the renewal in May, 1907, it is provided that "this confidential restriction very particularly applies to all Charles B. Duryea's special technical manufacturing and testing processes, whether patented or not."