

employee under contract not to disclose, should be enjoined from disclosing a trade secret, and the cases so hold.

And the doctrine of these cases has been rightly extended to cases where employers were enjoined from disclosing secrets invented by such employees themselves during the course of their employment.

There is a quasi-contractual duty arising out of the relationship and running from the employee to employer which equity will enforce and it makes no difference in such cases that the employee's duty is comparatively unimportant.

A plaintiff in such case, if he choose to make use of his legal remedy, should be allowed his action in tort against one who in breach of confidence discloses a trade secret. The tort is in the nature of a breach of duty arising out of the relationship existing between the parties. Action on the case is the proper remedy, and so held in *Royston v. Woodbury Institute*. In that same case it was said that trover would not lie since the thing converted was neither tangible personal property nor tangible evidence of title to intangible or real property. In addition to getting his injunction, a plaintiff in such a case should be allowed damages if he can shew that there were actual damages.

Of course it goes without saying that the communication of a trade secret to one employed in a confidential capacity is not such publication that after that time the public are free to make use of the secret.

Part II.—When we come to consider third parties, various situations are suggested. It may be that the third party has colluded with the confidential employee, and induced him to disclose the secret in breach of his confidence. In fact it would be safe to say that a majority of cases which have arisen on this point have been based on facts similar to those just stated. In such case the third party so colluding is guilty of a legal wrong in the nature of a tort for inducing the employee to violate his quasi-contractual obligation or to break his express contract as the case may be.