In a later case the same court carried the doctrine still further in the masters' favour by declaring that the presumption of a license will be entertained, irrespective of the consideration whether the property of the employer and the services of his other employer's were or were not used in the experiments necessary to develop the invention, or in the preparation of patterns

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pended upon them, and his own services); *Continental Windmill Co.* v. *Empire Windmill Co.* (1871) 8 Blatch. 295, (suit for infringement held not to be maintainable by the assignee of the patent against a former employer of the patentee who had engaged him on a salary, with the understanding that he was to receive $500 for any patentable improvements he might make;) *Magoun* v. *New England Glass Co.* (1877), 3 Bann. & Ard. Pat. Cas. 114, Fed. Cas. 8,960 (articles constructed by or under the direction of the servant, and at their own expense placed by his employers in their factories with his knowledge and consent); *Davis* v. *United States* (1888) 23 Ct. of Cl. 329, (cost of experiments by foreman of a division of the Ordinance Department was paid by the United States: patents were taken out under the advice of the chief of the Ordnance Bureau: after they were issued the Navy Department paid employee a sum of money to reimburse him for the expense incurred in securing them, as a royalty for the right to their use); *Barry* v. *Crane Bros. Mfg. Co.* (1884) 22 Fed. 396; (complainant, by introducing into his employer's business certain improved tools which he had produced while working as a departmental foreman, was held to have licensed or consented to the use of those tools by the defendant company, not only for the time that he was in its employ, but so long as the tools shall last); *Bensley* v. *North-Western Horse-Nail Co.* (1886) 26 Fed. 250 (patented improvements developed and perfected at the sole expense of an employer, by employés who received extra pay on account of their known ability as inventors); *American Tube-Works* v. *Bridgewater Iron Co.* (1886) 26 Fed. 334 (inventor and patentee had supervised and directed the building of a machine for the defendant company, while he was in its employ); *Withington-Cooley Mfg. Co.* v. *Kinney* (1895) 68 Fed. 500, 15 C.C.A. 531, (right to continue constructing machines after patterns which an inventor had been employed upon a salary to devise, held not to have been terminated by the destruction of the original patterns in a fire); *Jencks* v. *Mills* (1886) 27 Fed. 622 (employé, while experimenting upon his invention, of which he had several, took the time which belonged to the defendants, used their tools, workmen, and materials, and tested the inventions in the machinery which was run by them); *Fuller etc. Co.* v. *Bartlett* (1887) 68 Wis. 73, 31 N.W. 747 (superintendent of a manufacturing company, knowing its intention to perfect and put upon the market a new machine, voluntarily disclosed his conception of a device to be used in connection therewith, and, under the direction of the company and with its material and at its expense, voluntarily went to work to perfect such device and construct the machines and to aid in putting them upon the market.

The rule adopted in the above cases is held to be equally applicable in cases where a machine is constructed with the inventor's knowledge and consent, before his application for a patent, by a partnership of which he is a member. The machine may be used by his copartners after the dissolution of the partnership, although the agreement of dissolution provides that nothing therein contained shall operate as an assent to such use, or shall lessen or impair any rights which they may have to such use. *Wade* v. *Metcalf* (1889) 129 U.S. 202.