added the manufacture of that machine to his other business, and the employee had, with the consent of his employer, and with the assistance of his co-employees, spent a portion of his time in perfecting his invention[5].

6. Refusal of employé to disclose the results of discoveries made by him, when deemed to be a breach of duty.—An employer's enjoyment of such specific benefits as he may be entitled, under the contract of hiring, to derive from the experiments of an employé is necessarily dependent upon his acquiring a knowledge of the results of those experiments. Accordingly an employé who refuses, when requested, to disclose to his employers the discoveries made in the course of his investigations is guilty of a breach of duty which will justify the employer rescinding the contract[1].

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[5] *Joliet Mfg. Co.* v. *Dice* (1883) 105 Ill. 649; Aff'g 11 Ill. App. 109. It was urged that a provision of the contract, to the effect that the employé "would work for the best interests of the company in every way that he can," and that such aid, in whatever way given, "should belong to the company,—that is, further improvements that he may cause to be made,—was broad enough to include the invention of the improvements in the third machine. But the court was of opinion that, taken in connection with the context these words clearly had reference only to improvements to be made in the specified machines, and had no reference to any other. With respect to the argument that when the employé consented to devote part of his time in superintending the manufacture of the third machine, and also to devote part of his time to the making of an improved machine of that kind, he thereby necessarily contracted that the invention, when perfected, should be the exclusive property of complainant, the court remarked that these circumstances might render the machine actually made the property of complainant and in equity might amount to a license to complainant to use the machine made, and possibly to a license to make and use other like machines. But this was the most the employer could claim.

[1] The discharge of the employé was held to be proper, where the employer, in consideration of giving permanent employment to the employé and increasing his salary from year to year, was to have the benefit of all experiments and discoveries of the employé, and the employé refused, without extra compensation, to disclose a process which he had discovered. *Silver Spring Bleaching & D. Co.* v. *Woolworth* (1890) 16 R.I. 729, 19 Atl. 528. Discussing the attempt of the employé to excuse himself by setting up that the corporation was the first to break the contract by previously refusing an increase of salary, the court said: "The answer of the corporation is, that it was only for valuable discoveries that the increase was to be given, and that the previous discoveries were without value, and the jury may have deemed this answer sufficient. The remedy for the defendant, if he was not satisfied with the compensation which he was receiving, was to decline to undertake the experiment until he was satisfied, not to make the experiment at the expense of the corporation, as its servant, and then refuse to disclose the result. The defendant refused disclosure unless the