Buffalo Law Review

Volume 9 | Number 1 Article 133

10-1-1959

Miscellaneous—Patent Rights Awarded to Employee Absent a Contrary Agreement or Custom

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PATENT RIGHTS AWARDED TO EMPLOYEE ABSENT A CONTRARY AGREEMENT OR CUSTOM

When an employee is hired to invent, the patent to his invention belongs to his employer.[30] If the employment is general, with no direction to invent, the patent to the invention belongs to the employee.[31]

In *Cahill v. Regan*[32] the employee was told to use the employer's materials and equipment to develop an idea which the employee had already conceived. The Court of Appeals affirmed the lower courts in awarding the patent rights to the employee,[33] but a "shop right" was granted to the employer because his materials and equipment were used by the employee to invent a reusable ammunition can.[34]

The leading Federal case in this area involved an employee hired to test radio apparatus and methods in radio research work for the government. In distinguishing between an employment to invent and a general employment, the United States Supreme Court awarded the patent rights to the employee and a "shop right" to the government.[35]

New York has adopted the rule that an employer needs an express assignment of patent rights to an employee's invention before he can acquire them. The only exception allowed is an "employee hired to invent" situation.[36]

In 1949 a Federal case allowed an employer to acquire patent rights even though no express assignment existed and the employee was not hired to invent, on the basis of a custom in the business that employers received the patent rights. The employee knew of the custom but acquiesced in it.[37]

In the instant case the Court found no express assignment of patent rights and no prevailing custom existing in favor of the employer. Under these circumstances the Court properly followed the leading Federal and New York authority in awarding the patent rights to the employee.

LIABILITY OF STEPPARENT FOR SUPPORT UNDER NEW YORK CITY DOMESTIC RELATION COURT ACT SECTION 56-A

Defendant's stepchild had been committed to a school for delinquents, at a cost of forty-nine dollars a week to the City of New York. The Department of Welfare of the City of New York instituted proceedings against the child's father pursuant to Section 56-a of the Domestic Relations Court Act of the City of New York,[38] and the father was required to pay twenty-two dollars

30. Standard Parts Co. v. Peck, 264 U.S. 52 (1924).
31. United States v. Dubilier, 289 U.S. 178 (1933); Talbot v. Harrison, 240 App. Div. 957, 268 N.Y. Supp. 875 (1st Dep't 1933).
32. 5 N.Y.2d 292, 184 N.Y.S.2d 348 (1959).
33. 4 A.D.2d 328, 165 N.Y.S.2d 125 (2d Dep't 1957); 2 Misc. 2d 455, 153 N.Y.S.2d 768 (1956).
34. United States v. Dubilier, *supra* note 31.
35. *Ibid.*
36. Talbot v. Harrison, *supra* note 31.
37. Marshall v. Colgate Palmolive-Peet Co., 175 F.2d 215 (3d Cir. 1949).
38. Section 56-a of the Domestic Relations Court Act of the City of New York provides that where a child is committed to a public or private institution, the Department