

servant was in the employment of the master from the time that the proposal of the latter was accepted, or only from the time when the performance of the contract was actually commenced<sup>3</sup>.

The expenses incurred by a servant in returning home after a wrongful dismissal are not allowed, in the absence of an express stipulation in that regard, or a statutory provision applicable to the particular employment<sup>4</sup>.

The preponderance of authority is in favour of the view that the expenses incurred by a servant in attempting to find

<sup>3</sup> In *Noble v. Ames Mfg. Co.* (1873) 112 Mass. 492, the proposal of the defendant to the plaintiff, who was then at a distant place, was embodied in the following words of a letter: "I am ready to offer you a foreman's situation at these works as soon as you get here." This was held to import, not a promise to pay the expenses of the plaintiff's removal or compensation for the time spent in removal, but merely to employ him upon his arrival. It was accordingly declared that the expenses which he had incurred in coming to the place where the employer carried on business had been incurred before the contract took effect and were for this reason not recoverable as a part of the damages. The court distinguished *Tufts v. Plymouth Gold Min. Co.*, 14 Allen, 407, upon the ground that in that case the contract of employment included an agreement to pay the expenses of travelling to the place where the work was to be done. The doctrine thus laid down seems to be essentially antagonistic to that applied in the cases cited in note 1, supra. It is scarcely possible to base any valid distinction upon the fact that those cases involved a refusal to accept the plaintiff's services from the very outset, and not a wrongful dismissal after the work had been entered upon.

A ship master employed under a general contract at one place, to go to another and take charge of a vessel, is in the service of the owners as soon as he starts; and, in case of a wrongful discharge, they are bound to repay the expense of his journey. *Woodbury v. Brazier* (1861) 48 Me. 302.

<sup>4</sup> In the absence of a special stipulation, the master of a ship who is discharged in a foreign port cannot recover of the owner the expenses of his homeward journey. After the discharge he is no longer in their service, and he cannot rightfully charge them with any of his expenses for the reason that such expenses are not incurred in the prosecution of their business. *Woodbury v. Brazier* (1861) 48 Me. 302 (assumpsit by owners of a ship against captain for balance of earnings in his hands). It was pointed out that the rights of seamen under the given circumstances were defined by statute, but not those of a captain.

In *Tufts v. Plymouth Gold Min. Co.* (1870) 14 Allen, 407, it was held that one who had been employed to act as agent for a term of years at a