cited by Mr. Nesbitt, which all rest upon the well known doctrine enunciated in Taylor v. Caldwell, 3 B. & S. 826, 833. I find no authority for the proposition that, upon proof of mere impossibility of performance arising after breach by the employer, the servant would be, without more, and in the absence of any evidence that such impossibility had occurred without default of the employer, restricted in his recovery to such damages as he would be entitled to recover had his engagement been for a period terminating simultaneously with such impossibility happening. In my opinion, the quantum of damages recoverable is not so restricted. . . .

I therefore find plaintiff entitled to judgment, and I assess his damages at $550.69.

If defendants' contention as to the burning of the steamer were to prevail, I would assess plaintiff's damages at $363.65. . . .

Defendants will pay plaintiff's costs of this action.