tion of the contract that those expenses should be defrayed by the employer. Whenever that question is involved, the amount of the servant's expenses represents essentially a portion of the remuneration of the employé, and in the assessment of the damages is considered on the same footing as that portion of the remuneration which is paid by a direct transfer of money or other valuable property. In the present connection it will merely be necessary to state the effect of those decisions which bear directly upon the question of the propriety of allowing such expenses as special damages, on the ground that they were incurred in consequence either of the original formation, or of the subsequent interruption, of the contractual relations between the servant and his master.

With regard to the allowance of an indemnity for the expenses incurred by the servant in travelling to the place where the contract is to be performed there is a conflict of opinion. Some cases proceed upon the broad ground that, as such expenses must in the nature of the case have been within the contemplation of the parties, and are incurred in part performance of the contract, they are properly treated as a portion of the loss occasioned by the defendant's default in refusing to allow the servant to proceed with the stipulated work after his arrival [1]. In another case a position directly opposed to this seems to have been taken [2]. But the circumstances were somewhat peculiar, and possibly the court did not intend to repudiate the general doctrine laid down in the cases just cited. In other cases the propriety of allowing such expenses has been treated as a matter dependent upon the question whether the

[1] This is the ratio decidendi in *Woodbury* v. *Jones* (1862) 44 N.H. 206. In Missouri the allowance of such expenses is held to be proper, although they are not set out in the pleadings, since they are such damages "as may be presumed necessarily to have resulted from the breach of the contract." *Moore* v. *Mountcastle* (1880) 72 Mo. 605.

[2] In *Benziger* v. *Miller* (1873) 50 Ala. 206, while the plaintiff was travelling in a foreign country, with a view to finishing her education her father had made a contract in her behalf with the proprietor of a school for her employment as a teacher. *Held*, that she could not recover, as a part of her damages the expenses of her return journey to her own country.