

service late at night, without her necessary clothes, and without money, and left exposed during the whole night without shelter, food, or sufficient clothing¹. The decision was founded on the pleadings submitted to the court. The more general question whether, under appropriate averments, the special damages claimed could have been recovered was not discussed. In the opinion of the present writer the question should be answered in favour of the servant,—a doctrine which is directly sustained by a Texas decision to the effect that, where a person who hired a servant to go to a distant point and work there knew that he was without means, and agreed to furnish food and lodging, and reimburse himself from the wages earned, and the servant on arriving at his destination was refused work, and also subsistence and transportation to his home, and, owing to his lack of means, suffered from hunger and exposure to the weather before reaching home, he was entitled, under proper pleadings, to recover not only the wages lost, but damages for the suffering sustained².

¹ *Breen v. Cooper* (1869) Ir. Rep. 3 C.L. 621. Fitzgerald, B., said that, upon the pleading in the action, "the plaintiff was entitled to be put so far as pecuniary compensation could put her, in the same position as she would have been if, at the time of her dismissal, she had been paid the wages due to her together with the additional fortnight's wages. She could not recover as special damage in respect of any matters, save such as would not have happened to her had the contract been fulfilled by payment of those moneys at the time of her dismissal. I can find no evidence of any damage in this case which would not equally have happened, though the contract had been fulfilled in the respect complained of by payment of those moneys at the time of dismissal."

² *Gulf C. & S. F. R. Co. v. Jackson* (1902) 29 Tex. Civ. App. 342, 69 S. W. 89. The court said: "While the measure of damages for a breach of a contract of hire would generally be the difference between what would have been earned under the contract and what could have been earned by the exercise of reasonable diligence at other employments during the time covered by the contract, such is not the exclusive measure of damages. If any special damage is pleaded, which is shown to have been in the reasonable contemplation of the parties at the time the contract was entered into as a probable result of its breach, the special damages so shown can be recovered in addition to the damages which would ordinarily result from the breach of the contract. The appellee on his pleadings claimed damages