

the expiration of the term in a jurisdiction where damages are assessable prospectively for the portion of the term subsequent to the trial, a sum equal to the rent and the value of the other accompanying privileges, if any, for the residue of the term should be allowed².

The value of the servant's board and lodging should be assessed as a part of his damages in any case where he is entitled to them under the contract³.

Contingent advantages of a commercial nature, but of an uncertain value, which the servant would have derived from his employment if he had been allowed to enter on his duties constitute damages too remote and speculative to be recovered⁴.

7. Personal expenses.—The allowance of personal expenses as one of the items of the damages of a wrongfully dismissed employé will not be discussed in this article, in so far as it depends upon the question whether it was an express or implied stipula-

Where a man employed by another as a farm hand at monthly wages, with the use of a house, garden, etc., and pasture for a cow, was discharged and required to quit the premises before the expiration of the agreed term, it was held an allowance to the discharged employé of compensation on the basis of the difference between the contract price per month and what the employé was enabled to earn, plus what he had to pay for house rent, was proper where the circumstances were such that it might be inferred that the rental value of the house given up was as great as that of the house taken. *Hessel v. Thompson* (1898) 65 Ill. App. 44.

² *Re English Joint Stock Bank* (1876) L.R. 4 Eq. 350.

³ *Sphan v. Williams*, 1 Penn. (Del.) 125, 39 Atl. 787.

⁴ Where a merchant employed a clerk for four months, agreeing to sell him goods for his use at wholesale prices during the term of his employment, but refused to allow him to enter on his duties, it was held that the clerk could not immediately recover the difference between the wholesale and retail prices of goods which he would probably have bought had he entered the merchant's service. *Harris v. Moss* (1900) 37 S.E. 123, 112 Ga. 75.

A salesman employed on commission, cannot recover damages for loss of sales on goods which he was to sell for other parties on commission in connection with the employer's goods, where such additional service did not enter into the contract of employment, but was an independent agreement on his part. *Wiley v. California Hosiery Co.* (Cal. 1893) 32 Pac. 522.