

clothes, though they had not been converted by the master, but had simply been left exposed, until they were destroyed².

In assessing the damages of a servant who, upon being dismissed, is required to leave a house which he had been permitted by his master to occupy rent free, the jury cannot take into account the value of personal property stolen owing to his own remissness in not securing it after his master had exercised his right of removing it from the house³.

6. Loss of valuable privileges or opportunities incident to the servant's tenure of the employment.—Where a servant whose remuneration consists partly in the enjoyment of a license to occupy premises belonging to his master, with or without other privileges, is required to leave those premises after his dismissal, damages may be recovered for the deprivation of the license and incidental privileges thus granted, provided that specific evidence of their value is given¹. If the action is tried before

² *Hunt v. Colburn* (1853) 1 Sprague 215, citing *Hutchinson v. Coombs* (1840) Ware 65.

A servant engaged for a year, to be compensated by a specified salary and a suit of clothes, may, if wrongfully turned away within the year, maintain an action for damages for being prevented from becoming entitled to the clothes; but he cannot maintain trover for the clothes. *Crocker v. Molyneux* (1828) 3 Car. & P. 470.

³ *Lake v. Campbell* (1862) 5 L.T.N.S. 582. Upon the refusal of the plaintiff to leave the house, the defendant had removed his goods and furniture into a barn, from which the plaintiff might have taken them if he had chosen to do so. During the time that the goods were there the barn was broken into, and some of the goods damaged, and £70 taken from a bureau.

¹ *Fulton v. Heffelfinger* (1899) 54 N.E. 1079, 23 Ind. App. 104; *Odell v. Webendorfer* (1900) 64 N.Y. Supp. 451, 50 App. Div. 579, (held to be error to permit jury to consider an assessment of damages use of house rent free, use of house, etc., there being no evidence as to value).

Where a person was employed for a specified period, and given, as part remuneration for his services, the use of a house, and food for himself and family, the testimony of a witness as to what the house and living expenses were worth to him is competent as furnishing a proper basis for a part of the damages, and is not subject to objection as embodying a conclusion of the witness. *Western Union Bee' Co. v. Kirkeville* (1895) (Tex. Civ. App.) 26 S.W. 147.