it by shutting our eyes to the light which the previous transactions of the partnership throw upon it. Nor are we the more inclined to refuse to make the inquiry by reason of its difficulty, when we remember that it is the misconduct of the defendant which has rendered it necessary."

In *Taylor* v. *Bradley*, 39 N. Y. 129, the action was to recover damages for the total breach by the defendant of a contract to let a farm to the plaintiff for three years, each party to furnish part of the stock, seeds, tools, etc., the plaintiff to occupy and work the farm, and have certain specified supplies for his family, and all proceeds to be divided equally, and it was held that the plaintiff was entitled to recover as damages the value of the contract, that is, what such a privilege of occupancy and working the farm, subject to the conditions of the agreement, and under all the contingencies which were liable to affect the result, was worth. Woodruff, J., writing the opinion, said: "To my mind, the only rule which will do justice to the parties is, that the plaintiff is entitled to the value of his contract; he was entitled to its performance; it is broken; he is deprived of his adventure; what was this opportunity which the contract had apparently secured to him worth? To reap the benefit of it, he must incur expense, submit to labor and appropriation of his stock. His damages are what he lost by being deprived of his chance of profit." An opinion in the same case by Judge Grover is reported in 4 Abb. Ct. of App. Dec. 363, in which he said: "An examination of the cases will show that the courts have been endeavoring to establish rules, by the application of which a party will be compensated for the loss sustained by the breach of the contract; in other words, for the benefits and gains he would have realized from its performance, and nothing more. It is sometimes said that the profits that would have been derived from performance cannot be recovered; but this is only true of such as are contingent upon some other operation. Profits which would certainly have been realized but for the defendant's default, are recoverable." That "it is not an uncertainty as to the value of the benefit or gain to be derived from performance, but an uncertainty or contingency whether such gain or benefit would be derived at all"; that "it is sometimes said that speculative damages cannot be recovered, because the amount is uncertain; but such remarks will generally be found applicable to such damages, as it is uncertain whether sustained at all from the breach. Sometimes the claim is rejected as being too remote. This is another mode of saying that it is uncertain whether such damages resulted necessarily and immediately from the breach complained of. The general rule is, that all damages resulting necessarily and immediately and directly from the breach are recoverable, and not those that are contingent and uncertain. The latter description embraces, as I think, such only as are not the certain result of the breach, and does not embrace such as are the certain result, but uncertain in amount"; that "the plaintiff will be fully compensated by recovering the value of his bargain. He ought not to have more, and I think he is not precluded from recovering this by any infirmity in the law in ascertaining its amount."

In *Schell* v. *Plumb*, 55 N. Y. 592, it is held that an agreement by one party to support another during life, is an entire continuing contract, and that upon a total breach thereof, the latter may recover full and final damages, not only the expenses of support up to the time of trial, but all the prospective expenses during life, and that the Northampton Tables are competent evidence as to the probable duration of life. GROVER, J., writing the opinion, said: "The counsel for the appellants insists that such cannot be the rule, for the reason, as he insists, that it is impossible to ascertain the damages, as the duration of life is uncertain, and a further uncertainty arising from the future physical condition of the person. * * * It may be further remarked, that in actions of personal injuries, the constant practice is to allow a recovery for such prospective damages as the jury are satisfied the party will sustain, notwithstanding the uncertainty of the duration of his life and other contingencies which may probably affect the amount."

In *Dennis* v. *Maxfield*, 10 Allen, 138, it was