

tion might be a matter to be considered by the jury with relation to the proper measure of damages¹.

9. *Loss of profits sacrificed when plaintiff accepted employment from defendant.*—A person who gives up profitable employment and devotes himself to an agency may, in case of the employer's failure to perform stipulations necessary to enable him to succeed therein, recover as part of his damages the profits of his former employment which were lost by withdrawing from it¹.

10. *Value of plaintiff's inventions.*—On the ground that, except in so far as he may by special stipulations have provided for certain contingencies, a servant is not entitled to recover anything more for a wrongful dismissal than the actual damages resulting from his not being allowed to continue working at the price agreed, it has been held that the damages for the master's breach of a contract, assigning letters patent, and providing for the employment of the assignor by the assignee for a definite period, at a compensation consisting in part of shares of capital stock of the assignee, to be delivered at the end of the term of employment if the assignor shall fulfil his part of the contract, do not include either the value of the patents at the time of the assignment, or the loss resulting from being deprived of the opportunity to develop the patents and thus increase the value of his stock¹.

charge to prove expenses in endeavouring to obtain other employment, in order to lessen or absorb a set-off claimed by the defendant for the profits or wages made in other employment during the time he had contracted to serve his employer, was, even if erroneous, not a ground for reversal, where the trial judge had as to the condition upon which the verdict should be allowed to stand, required the plaintiff to remit the amount against which the expenses had been set off.

¹ *Eluwood v. Liverpool, etc., Soc.* (1880) 42 L.T.N.S. 604.

¹ *Mylert v. Gas Consumers Ben. Co.* (Sup. Ct. 1890) 20 Abb. N. Cas. 262, 14 N.Y. Supp. 148.

¹ *Crescent Horseshoe & I. Co. v. Eynon* (1897) 27 S.E. 935, 95 Va. 151. (evidence as to value of patents, held to be incompetent). Discussing the competence of certain evidence offered as to the value of the patents at the time the defendant in error assigned them, and as to what provision in the