such an action under an appropriate count is a question the answer to which depends upon the rules of pleading which prevail in the given jurisdiction. The language used in several of the cases cited in the last note is fairly susceptible of the construction that damages under this head were regarded by the courts as being recoverable, if specially averred[2]. There is indeed no apparent reason why such a joinder of claims should

In *Lee* v. *Hill* (1888) 84 Va. 919, 6 S.E. 178, it was categorically laid down that neither special damage for loss of character, nor anything beyond compensation for loss of his contract, be recovered under a mere general claim for damages.

In *De Puilly* v. *St. Louis* (1852) 7 La. Ann. 443, the right of an architect to recover damages on this footing was denied without any qualification.

In *Berlin* v. *Cusachs* (1905) 114 La. 744, 38 So. 539, it was laid down that the employer is not liable for remote collateral damages arising from unjust unauthorized inferences or conclusions adverse to the employé which the public may draw from the mere fact of the discharge. It was conceded that the employer might be liable in damages if the discharge was accompanied by special features giving use to an independent cause of action.

In *Dugue* v. *Levy* (1904) 114 La. Ann. 21, 37 So. 995, it was held that an employer who had discharged an architect did not owe him anything for remote and consequential losses, such as the loss of reputation and loss of profits on other business. It was observed that, if the defendant had been guilty of any tortious behaviour towards the plaintiff, in word or in act, and the plaintiff had suffered damages therefrom in respect to his reputation or financial credit, another question would be presented. Such a loss would lie outside the contract, and possibly give rise to an action ex delicto; but it was not within the purview of the Louisiana Civil Code, Art. 2765, which empowers a proprietor to cancel a bargain at pleasure upon paying the "undertaker" the expense and labour already incurred, and such damages as the nature of the case may require.

In *Westwater* v. *Rector, etc., of Grace Church* (1903) 73 Pac. 1055, 140 Cal. 339, decided with reference to the California Civil Code, §§ 3300, 3301, providing that for breach of an obligation arising from contract the measure of damages is the amount which will compensate the party aggrieved for all detriment proximately caused thereby, and that no damages can be recovered which are not clearly ascertainable in both their nature and origin, it was held that a singer discharged from her employment without notice, in violation of her contract, could not recover damages for injury to her health, or to her feelings or reputation, by reason of such discharge.

[2] See especially *Walton* v. *Tucker*, and *Lee* v. *Hill*, ubi supra.