

other employment are assessable as a part of the damages recoverable⁵.

8. Money paid to obtain the employment from which the plaintiff was dismissed.—In one case where a collector for a society had been dismissed, it was intimated that, if the dismissal was wrongful, the fact of his having paid money to obtain the posi-

distant place upon a certain salary, could not upon being wrongfully dismissed, recover the expenses of his return home as a distinct item of charge, but that, in estimating the actual loss to which he was subjected by reason of his discharge, the compensation agreed to be paid him might be considered; that from this was to be deducted such sum as, by reasonable effort, he might have obtained for his time; and that, in determining how much he might have obtained for his time, regard might be had to the necessary expenses in reaching a place where he might obtain suitable employment.

⁵ This doctrine was adopted in *Pennsylvania Co. v. Dolan* (1892) 6 Ind. App. 109, 32 N.E. 802; *Van Winkle v. Satterfield* (1891) 58 Ark. 617, 23 L.R.A. 853, 25 S.W. 1113.

In *Atkinson v. Fraser* (1852) 5 Rich. L. (S.C.) 519, the expenses incurred by the servant in changing from his original employment to that which he obtained after dismissal were assumed to be an element proper for consideration.

In *Dickinson v. Talmage* (1806) 138 Mass. 249, it was held that such expenses, when incurred by a father in obtaining new employment for his minor son, were properly included in the damages in an action by the father for the wrongful discharge of the son, and that this rule was properly applied, even though the son had been emancipated.

In *Tickler v. Andrae Mfg. Co.* (1897) 95 Wis. 354, 70 N.W. 292, it was held that the servant could not recover as part of damages the expense of removing himself and his family to another place where he had accepted employment for the purpose of reducing the damages, after finding that he could obtain no employment in the place from which he removed. This decision is essentially inconsistent with the cases cited above, and is in the opinion of the writer, erroneous. If the servant is bound to do his best to procure employment, after he had been dismissed, he must, as it would seem be entitled to use all reasonable means for the attainment of that object, and consequently to incur the expenses of removal to another place after an unsuccessful search for a suitable position in the place where he was working up to the time of the dismissal. This being the situation, the further deduction is apparently inevitable, that such expenses should not be included in an estimate of the sum to be deducted from the amount prima facie recoverable by him, a proposition which for practical purposes is plainly equivalent to asserting that they may properly be added to the damages.

In *Wazellbaum v. Limberger* (1888) 78 Ga. 43, 3 S.E. 257, it was held that permitting the plaintiff in the action for damages for a wrongful dis-