defendant's office to be transmitted to Exmouth, directing the master to proceed to Hull. In transmitting the message "Southampton" was, by mistake, substituted for "Hull," in consequence of which the vessel went to the former place, and the plaintiff sustained loss in the sale of her cargo. The blank on which the message was written contained a provision that "the company will not be responsible for mistakes in the transmission of unrepeated messages, from whatever cause they may arise." The plaintiff's message was not repeated. The court held the regulation reasonable. The declaration was on the contract to send the message as delivered, and the question of how far such a regulation would relieve the company from its own negligence was not presented.

Camp v. *The Western Union Telegraph Company*, 1 Metc. (Ky.) 164 (1858), was likewise an action on the contract, and it was therein held that a regulation requiring a message to be repeated was reasonable, and if brought home to the knowledge of the sender would preclude him from recovering damages occasioned by a mistake.

In *N. York and Washington Telegraph Company* v. *Dryburgh*, 35 Penn. St. 298 (1860), the action was on the case, and the court was called upon to decide how far the ordinary notice as to repeating messages relieved the company from liability for their own negligence. There a person wrote a message on a blank containing such notice, requesting plaintiff, a florist, to send him "two hand boquets." The transmitting operator, in mistaking "hand" for "hund," changed the message so as to read "two hundred boquets," and it was sent to the plaintiff. The jury found for the plaintiff, and the judgment on the verdict was affirmed by the District Court in *banc*—Sharswood, P. J., delivering the opinion—and by the Supreme Court. The mistake did not occur from the "infirmities of telegraphing," but from the carelessness of defendants' agent.

Sharswood, P. J., in his opinion said: "As to the private notice of the defendants, that they only insured the correct transmission of messages where they are repeated back and paid for as such, we do not think it applies here, for many reasons. It was not brought to the knowledge of the plaintiff (the plaintiff, it will be remembered, was the *receiver* of the message), and, if it had been, could not have exempted the defendants from liability for actual negligence . . . What the company, the defendants, insure against, when they do insure, is not the negligence of their officers, but those delays and mistake in the transmission which are unavoidable."

Seilers v. *Western Union Telegraph Company*, a brief note of which was given in 3 Am. Law Rev. 777, is similar, in facts, to the above case. The plaintiffs sent by telegraph an offer of 55 cents per bushel for salt delivered "at *our* city wharf." When received at the office of destination it read "at *rour* city wharf," and the operator, supposing *rour* to mean *your*, changed the despatch accordingly. The plaintiff lost in consequence, and brought an action. The District Court of New Orleans held the company liable for the error, notwithstanding the message was written on a blank containing a provision against liability except for a repeated message. In both these cases it should be observed that the damage occurred through unauthorized changes made in the messages by defendants' operators, and that, at least in Dryburgh's case, the mistake would not have been obviated by repeating.

In *Birney* v. *The New York & Washington Telegraph Company*, 18 Maryland 341 (1862), plaintiff delivered to defendant, at Baltimore, a message to be sent to New York, directing plaintiff's agent to sell certain stocks. Through the negligence of the operator at Baltimore the message was never sent nor attempted to be sent. There was a notice posted conspicuously in the defendants' office that the company would "not be liable for any loss or damage that might ensue by reason of any delay or mistake in the transmission or delivery, or from non-delivery, of unrepeated messages." The message in question was not to be repeated. The court held that the terms of the notice did not cover the case; that the company had contracted to put the message upon its transit, and having made no effort to do this was liable for the damages occasioned. This decision covered the entire case, but the court went on to lay it down broadly that one employing a telegraph company to transmit