

damages, to the loss by reason of the fall in the market. Lord Campbell, C. J., in giving judgment, said, page 614: "The plaintiff therefore being in no default, I think that he is entitled to substantial damages in respect of all those items of loss which resulted from the fall of rain. He is not however in my opinion entitled to any damages in respect of the fall in the market price of the wheat; for that could not have been in the contemplation of the parties when the contract was made, nor can it be said to have been in any way the natural result of the defendant's breach of contract. For aught that the parties knew, or that might naturally have happened, the price might have risen instead of fallen." In the same case Crompton, J., made a distinction between the case of a carrier and the seller of an article favourable to the carrier. He said: "We must not in my opinion extend the doctrine in *Hadley v. Baxendale*, which was the case of a carrier intrusted as such by one party with goods to be delivered to another, to a case like the present, in which the contract was for the delivery by one of the contracting parties to the other of a specific article intended for a particular purpose known to both of them. With that decision, however, as far as it goes, I agree." Hill, J., said: "I agree in the distinction which my brother Crompton has drawn between the liability of a party to a contract, who has full knowledge of all the probable consequences of a breach of it, and of one who, like a carrier, cannot have that full knowledge."

Of this decision Mellish, L. J., in the case of the "*Parana*," approved, and had the machine been delivered to a carrier to be carried and delivered to the purchaser in three weeks, the carrier would not have been responsible for loss of market if not so delivered. It would seem, therefore, impossible to say, if the law in *Smeed v. Ford* is well laid down, that the law is fully settled that a fall in the market furnishes an item in the estimate of the damages arising from a breach of every contract with a carrier to carry goods within a special or reasonable time.