to be unreasonable that where two persons are carried for the same fare, one of them if injured should recover £10,000 against the company, while the other would only be able to recover £1,000. It may be unreasonable as regards the two passengers *inter se*, but it is not unreasonable as between the railway company and the public. The company have taken their powers upon certain conditions, and one of them is that if they break their contracts to carry they shall make compensation to persons injured by reason of the breach. If one man who has paid a half-crown fare recovers £1,000 damages from the company, and another man who has paid the same fare recovers £10,000, the legitimate conclusion may be that, as regards the two passengers *inter se*, the man who only recovers £1,000 may have paid too much for his ticket, and the man who recovers £10,000 may have paid too little, but between them they have paid that which is enough to compensate the company for the risk which they incur of becoming liable for injury to passengers. Here the defendants have entered into a contract, and having broken that contract they must indemnify the person with whom they made the contract for the loss which has been occasioned to him. In conclusion, I wish to point out what to my mind is the utter dissimilarity between the present case and that of *Hadley* v. *Baxendale*, 9 Ex. 341. In that case there had been delay in the delivery of a chattel, and the plaintiff put forward a claim for certain damages, not for injury done to the chattel itself, but consequential upon the delay which had taken place. In the present case the damages claimed are for injury done to the individual who was carried, and not damages claimed in consequence of his non-arrival at a particular place at a particular time. The analogy would apply more to a case where there were goods of different values than to a case of consequential damages for delay, such as *Hadley* v. *Baxendale*. The Carriers Act (11 Geo. 4 & 1 Will. 4, ch. 68) allows railway companies to charge an additional sum for insurance on a declaration being made of the value of certain specified kinds of goods, but there are many classes of goods which are not within the act, and, although of different values, such goods are carried at the same rate. I have gone into these different matters, which are perhaps not of any great consequence, because the whole effect of our judgment is that the set form of summing up has been observed in the present case, and there is no ground for supposing that the jury have given anything as damages beyond what that summing up authorizes and directs; I am therefore of opinion that a rule must be refused.

BRETT, L. J. I am also of opinion that we are bound to refuse a rule in this case. After the very great number of times I have had occasion to consider this question, I can have no doubt that the direction to the jury in this case was right according to the recognized rule of law. The action was brought for a breach of contract to carry a passenger, and damages are awarded for breach of that contract. Now the fundamental proposition undoubtedly is that damages are to be given which will as nearly as possible compensate the person with whom the contract was made for the breach and the injury resulting therefrom. The injury is complicated; it is an injury to the body, and in addition a further injury consisting of pecuniary loss. Now there has been for years a recognized mode of leaving the question as to the amount of damages to the jury. In the present case Lord Coleridge left it to them in this form—that the damages were to be such compensation as under all the circumstances of the case the jury thought was fair and reasonable, and to that he added afterward that the jury must not attempt to give an absolutely perfect compensation with regard to the money loss. Now I think both these propositions are correct, and that the reason why that general mode of leaving the question to the jury is right is that human ingenuity has not been able to formulate a more correct proposition. If one were to try to make a more correct proposition one would be sure either to state something wrong or to omit something that ought to be stated. As to the second part of the proposition—that is, the caution to the jury—the law is settled by authority; for in the case of *Rowley* v. *The London & North Western Railway Co.*, L. Rep., 8 Ex. 221; 29 L. T. Rep. (N. S.) 180, in the Exchequer Chamber it was held to be wrong to tell the jury that they could or ought to try to make an absolute compensation. That, I apprehend, means a perfectly mathematical or arithmetical compensation. The reason of that decision was, that it would be impossible for the jury to have