

of goods, made with the plaintiff by the defendant railway company. By the terms of the contract the goods were to be carried by a specified route, and the plaintiff in consideration of being charged a reduced rate, relieved the defendants "from all liability for (inter alia) delay . . . except upon proof that such . . . delay arose from the wilful misconduct of the servants of the company." By mistake the defendant's servants forwarded the goods by a different route from that specified, and in consequence they were delayed in transit, and the plaintiff suffered damage. The action was in the County Court, where judgment went against the plaintiff. On appeal to a Divisional Court (Day and Lawrence, JJ.) this decision was reversed, on the ground that the delay referred to in the contract, was a delay arising in the performance of the contract, whereas the delay in question was due to the non-performance of the contract, by reason of sending the goods by a different route from that stipulated.

**PRINCIPAL AND SURETY.**—CO-SURETIES—CO SURETY GIVING TIME TO PRINCIPAL CONTRIBUTION.

In *Greenwood v. Francis* (1899) 1 Q.B. 312, one or two questions on the law of principal and surety are discussed. The action was by sureties against their co-surety for contribution. The plaintiffs and defendant were directors of a company, and gave their joint and several bond for the purpose of guaranteeing the payment of a debt of the company, and it was provided by the bond that the plaintiff and defendant, though sureties for the company, should be liable on the bond to the obligors as principals, so that they should not be released by time being given to the company or its assigns, or by any other forbearance, act or omission by the obligees or their assigns, or by any other matter or thing whereby the obligors, or any of them, could be so released but for that provision. The plaintiffs were compelled to pay the amount of the bond, and the mortgage was transferred and the bond assigned to them. The plaintiffs, without the defendant's assent, subsequently entered into an agreement with a new company, who became the purchasers of the good-will and stock-in-trade of the first mentioned company, that they would not for a certain time enforce the mortgage against the new company. The defendant contended that by the plaintiffs thus giving time to the new company he was released, but the Court of Appeal (Smith, Rigby and Collins, L.JJ.) agreed