

defendants' breach of contract, or such as might be reasonably supposed to have been in the contemplation of the parties at the time when they made the contract. The plaintiffs had entered into a contract to supply a firm in London with military shoes at 4s. per pair, to be delivered by the 3rd February. The shoes were delivered to the defendants in time for their delivery in London in the usual course in the evening of that day. The defendants were notified that the plaintiffs were under contract to deliver the shoes on the 3rd February, and if not so delivered they would be thrown on their hands, but they were not informed there was anything exceptional in the character of the contract. The shoes were not delivered in London until the 4th February, and were in consequence not accepted by the consignees. The plaintiffs were obliged to sell them at 2s. 9d., per pair, which, owing to the cessation of the French and Prussian war, was the best price apart from the contract that could have been obtained for them; that is, that was the full market value. The rule as to the measure of damages was nevertheless assumed to be the difference between the market price at the time of actual delivery, and the time at which delivery should have been made, and this seems in several cases to be taken as the legal and ordinary measure of damages where a carrier, at all events a carrier by land, fails to deliver the goods in due time. It was so laid down in *Wilson v. Lancashire and Yorkshire Railway Co.*, 9 C. B. N. S. 632, and in the case referred to of the *Great Western Railway Co. v. Redmayne*. I confess to a difficulty in understanding why, on principle, if I employ a carrier to deliver for me at a particular place at a particular time an article, which, if so, delivered, is worth to me \$1000, and by reason of its not reaching the place of delivery till a day or ten days later, it is only worth to me \$500, my right to recover the difference in value exists if the decrease in value is the result of a sudden fall in the market value of the article; but I am not so entitled where the loss to me arises from the refusal of the buyer at the agreed price of \$1000 to take it by reason of its non-delivery at the appointed time.