

pose a tradesman at a fashionable watering place sends an order to a warehouseman in London for a quantity of ribbons, or other fancy goods, and they are delivered to a carrier so that they ought to reach him at the beginning of the season, and, through the negligence of the carrier, their delivery is delayed until the season is over, so that the opportunity of offering them for sale is lost, and, as their novelty or fashion are gone, they remain on hand materially diminished in value, would it not be unjust if the carrier were not made liable in damages for the loss which thus resulted from his negligence? Applying that to the present case, it appears from the plaintiff's evidence that if the cloth in question had been delivered in due course, so as to enable him to make it up into caps for the season, its value to him would have been about £230; but that, by reason of the time which had been suffered to elapse before the cloth was delivered, it was worth only £130. That evidence was left to the jury, and they must have taken it into their consideration. It was evidence for the jury that the defendants, by reason of their negligence, delivered the cloth to the plaintiff at a time when its value was less by £100 than it would have been if they had been guilty of no negligence. But it is, contended on the part of the defendants that, whatever may be the dictates of justice in the matter, such damages cannot be awarded to the plaintiff without violating the rule laid down by the Court of Exchequer, in *Hudley v. Bazendale*, 9 Ex. 341. It seems to me, however, we shall not violate that rule if we hold that the plaintiff is entitled to recover damages in respect of such deterioration in value. It is a damage which fairly and naturally, in the usual course of things, may be said to arise from the defendants' negligence; for if the goods are not delivered at the time they are expected the delay must necessarily superinduce a considerable diminution in their value in the plaintiff's hands."

In the same case, Willes, J., said: "It appears to me that the damage in respect of the goods being depreciated in value