

When Taylor received instructions from the Clydesdale Bank, after the cablegram from the Merchants' Bank of the 17th February, to get the seed, he was under the impression the seed was in London and had been carried by the Anchor Line, not having been informed to the contrary, although the plaintiff had notice through the clerk in his office two weeks before of the change in the destination of the seed, and he himself was directly informed of the fact by Barr at least ten days before that, and had been requested by the defendants to accept delivery in Liverpool which he had not declined to do. The defendants, till applied to by Taylor & Co., did not know who was the holder of their bill of lading in England, and could not therefore be reasonably expected to take the seed on from Liverpool to London till they heard from the party entitled to the seed, as evidenced by his holding the bill of lading, whether he would accept delivery at Liverpool or not. Surely it was the plaintiff's duty under the circumstances to have informed his agents of the change in the destination of the seed, when he told the defendants' agent (Barr) that though it was a misfortune the seed had gone to Liverpool, it would make no difference to him if his buyer would accept delivery in Liverpool.

In *Horne v. The Midland R. W. Co.*, L. R. 8 C. P. 139, Martin, B., said, "I think these questions of damages must necessarily be considered very much upon the circumstances of each individual case." In which view Pigott, B., agreed, while he differed from the conclusion arrived at by the other Judges in that case.

Under the circumstances in this case, it appears to me, as I have already said, unjust that the defendants should be held responsible for any other damages than the amount the plaintiff had to pay to take the seed from Liverpool to London, and a reasonable sum to compensate him for expense, trouble and correspondence occasioned by the detention of the seed in Liverpool. It should not be overlooked in this connection, in the consideration of the question of damages, that the plaintiff really intended to send the seed in the first