

carried to Liverpool for reward to them: that said goods were shipped from Waterford in pursuance of the purpose for which they were delivered, and after they were so shipped plaintiff requested defendants to change the destination of said goods from Liverpool to London, and to cancel the bill of lading, and sign another bill of lading, mentioning London instead of Liverpool as the destination of the said goods; and plaintiff and defendants, then believing that said goods were at such a stage of their transit that their destination could be readily changed, without any additional reward or consideration, did promise the plaintiff so to change the destination of said goods, and did cancel the bill of lading and signature shewing the destination of said goods to be London; and defendants did, by all means in their power, endeavour so to change their destination, but failed so to do for the sole reason that said goods had then reached a stage in their transit which rendered a change of their destination impossible until they should reach Liverpool, of which defendants gave plaintiff notice so soon as they became aware thereof. Averment, that such last mentioned promise and such last mentioned bill of lading, besides being made and signed without any consideration, were made and signed under a mistake mutual to plaintiff and defendants, they believing that said goods were then at a stage in their transit at which their destination could be readily changed by defendants, when the fact was otherwise; and other than aforesaid there never was any promise by defendants, or any agreement between plaintiff and defendants, respecting the carriage of the said goods; and defendants did, in accordance with the first mentioned promise, safely and securely carry the said goods to Liverpool aforesaid within a reasonable time, and then delivered the same to the plaintiff, and the plaintiff accepted and received said goods from defendants at Liverpool as aforesaid. Averment, that said promise so to change the destination of said goods should not, nor should said bill of lading shewing said destination to be London, under the circumstances, be held binding