

train, and on discovery of the mistake, and finding that it was too late to send the goods back to the station to catch that train, the defendants forwarded the goods to their destination by another route (which was admitted to be the best alternative). In consequence, there was delay in the delivery of the goods and the plaintiff suffered damage. The County Court Judge who tried the action considered himself bound by the case of *Mallet v. Great Eastern Ry.* (1899) 1 Q.B. 309 (noted vol. 35, p. 273), but the Divisional Court (Lord Alverstone, C.J., and Wills, and Kennedy, J.J.) distinguished that case, because there the goods were forwarded by a different route to that specified, although in that case also a part of the route traversed was that intended, but Lord Alverstone significantly remarks: "I think the extent of the authority of that case, if it is supposed to lay down the principle that the condition cannot apply if the damage happens, or the injury to the goods happens, on some part of the route not contemplated by the parties at the time the condition was signed, may require further consideration," and Kennedy, J., says "I should desire to reserve any question about that case, or its correctness."

RAILWAY — CONTRACT FOR CARRIAGE OF PASSENGER — RIGHT TO BREAK JOURNEY.

Ashton v. Lancashire & Yorkshire Ry. (1904) 2 K.B. 313, was also an action against a railway company, to recover money paid by the plaintiff under protest. The plaintiff bought a return ticket from Chorley to Manchester. On the same day she started back on a train from Manchester to Bolton, but which diverged at Bolton and went on to Blackburn. No question was raised as to the plaintiff's right to travel on that train as far as Bolton. At Bolton she alighted, and half an hour after a train left Bolton for Chorley, but the plaintiff, desiring to pay a visit in Bolton, left that station and on doing so was required to give up her ticket. She left Bolton the same day by a late train for Chorley, and was charged 11½d. for the journey, which she claimed to recover in the present action. Judgment was given in the County Court for the plaintiff, but the Divisional Court (Lord Alverstone, C.J., and Kennedy, J.) set it aside, holding that the plaintiff was not entitled to stop over at Bolton, but was bound to take the next train for Chorley after her arrival at Bolton, the contract being for a continuous journey.