Lord Justice Brett, in the case of *McMahon* v. *Field* (1881) L.R. 7 Q.B.D., p. 595, in referring to the case of *Hadley* v. *Baxendale*, summarized its decision into three enquiries: First, whether the damages is the necessary consequence of the breach; secondly, whether it is the probable consequence; and thirdly, whether it was in the contemplation of the parties when the contract was made. In this connection two cases, one decided in 1875, and the other in 1881, may be referred to for the purpose of shewing how difficult it is to adapt a settled rule of law to the facts and circumstances of particular cases. In *Hobbs* v. *London and South Western Ry. Co.* (1875) L.R. 10 Q.B., p. 111, it was held, in an action for breach of contract of carriage, that damages were not recoverable, on the ground of remoteness, under the following facts.

The plaintiff and his wife bought tickets on the defendant's railway to Hampton Court. They were carried to Esher, where they were compelled to get out. It was late at night, and being unable to get other conveyance, they had to walk a distance of five miles in the rain to reach their home at Hampton Court. The wife caught cold on account of the exposure and was laid up for some time, being unable to assist her husband as before, and expenses were incurred for medical attendance. The Court held that the illness and its consequences were too remote from the breach of contract for damages to be given as naturally resulting from it. Chief Justice Cockburn, in delivering judgment, said: "You must have something immediately flowing out of the breach of contract complained of, something immediately connected with it, and not merely connected with it through a series of causes intervening between the immediate consequence of the breach of contract and the damage or injury complained of."

The case of *McMahon* v. *Field* (1881) L.R. 7 Q.B.D., p. 591, would seem to be on all fours with the *Hobbs case* and yet the damage was not held to be too remote, under the following facts. The defendant, an innkeeper, contracted with the plaintiff, to stable a number of horses during a fair, but failed to make good his contract; in consequence of which the horses were exposed, in the defendant's yard, to the weather for some time until the plaintiff could find suitable stables elsewhere for them. In con-