

be well settled, that the carrier of goods by land is liable for a fall in the market, and his contract must be taken to be, "I will carry the goods and deliver them by a certain time, or within a reasonable time, and if I do not I will pay you the difference between the market price of the goods on the day they should be delivered, and the day they are delivered, if the latter is less than the former." But whether the law has been actually so settled in the broad way stated will, on examination of the cases, by no means appear free from doubt. There would, at all events, seem to be a distinction in this respect between carriage by land and carriage by a long sea voyage, as this was the decision of the Court of Appeal in "*The Parana*," L. R. 2 P. D. 118, overruling the judgment of Sir Robert Phillimore in the Admiralty Court, L. R. 1 P. D. 452. Mellish, L. J., in delivering the judgment of the Court said, page 121: "But besides the cases of consignment of goods to be sold at a particular market, cases were cited—and it was on them that the Court below proceeded—of the carriage of goods by railway, where damages for loss on account of a fall in the market have been recovered. It was said that there can be no difference between the carriage of goods by railway and the carriage of goods by sea, but it appears to me there may be a very material difference between the two cases. When goods are conveyed by railway, if they are conveyed for the purpose of sale, it is usually for the purpose of immediate sale; and if the cases are examined, I think it will be found that the Courts treated them as if the goods were consigned for the purpose of immediate sale." And after reviewing the cases he adds, at page 123: "The difference between cases of that kind and cases of the carriage of good for a long distance by sea seems to me to be very obvious. In order that damages may be recovered, we must come to two conclusions—first, that it was reasonably certain that the goods would not be sold until they did arrive; and, secondly, that it was reasonably certain that they would be sold immediately after they arrived, and

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