

dition of free commercial intercourse with each other. The learned judge then alluded to the statement of the French advocates, who gave evidence in the cause, to the effect, that in cases of bills of exchange, a certain discretion was allowed to judges as to the course which they ought to recommend; and that, in the event of their directing a wrong one, they were liable to punishment. His Lordship then put the case to the jury on the points of law; and they, after some short consideration, returned a verdict for the defendants on both points.



Liability of Railroad Proprietors.

Evidence of Plaintiff as to contents of Trunk.

In the Supreme Judicial Court of Maine, April, 1847,
at Portland.—C. F. PUDOR vs. BOSTON & MAINE
RAILROAD,



This was an action on the case against the defendants, in which the plaintiff alleges that he put on board of the baggage-car of the defendants, to be transported to Portland, a box containing books, surgical instruments, medicine, chemical apparatus, one item stated to have been sugar of milk, and articles of cloathing; the whole being of the value of 93 dollars. The defendants consented to be defaulted for 1 dol. as damages, being the value of the box. The plaintiff offered himself as a witness to prove the contents of the box, but the court did not permit him to be sworn. And the question whether he should have been admitted was submitted to the court, who held he was under the circumstances of the case inadmis-