the same, together with its own charges, of the connecting carrier.

"We are all of the opinion that these acts constituted a complete delivery of the goods to the Michigan Central Company, by which the liability of the Grand Trunk Company was terminated.

"1. They were placed within the control of the agents of the Michigan Company.

"2. They were deposited by the one party, and received by the other, for transportation, the deposit being an accessory merely to such transportation.

"3. No further orders or directions from the Grand Trunk Company were expected by the receiving party. Except for the occurrence of the fire, the goods would have been loaded into the cars of the Michigan Central Company, and forwarded, without further action of the Grand Trunk Company.

"4. Under the arrangement between the parties, the presence of the goods in the precise locality agreed upon, and the marks upon them, "P. & F., St. Louis," were sufficient notice that they were there for transportation over the Michigan road, toward the city of St. Louis, and such was the understanding of both parties.

"The cases heretofore cited in 20th Conn. 354, and 33 id. 166, are strong authorities upon the point last stated.

"In the latter case, a railroad company and a steamboat company had a covered wharf in common, at their common terminus, used as a depot and a wharf, and it was the established usage for the steamboat company to land goods for the railroad, on the arrival of its boats in the night, upon a particular place in the depot, whence they were taken by the railroad company at its convenience, for further transportation, both companies having equal possession of the depot. There was no evidence of an actual agreement that the goods deposited were in the possession of the railroad company, and the goods in question had not been in the manual possession of the railroad company when they were destroyed by fire on the Sunday afternoon following their deposit on the previous night. It was held that there was a tacit understanding that the steamboat company should deposit their freight at that particular spot, and that the railroad should take it thence at their convenience. The delivery to the succeeding carrier was held to be complete, and a recovery against the first carrier for the loss of the goods was reversed.

"*Merriam* v. *Hartford R. R. Co.*, 20 Conn. 355, it was held, that, if a common carrier agree that property intended for transportation by him may be deposited at a particular place without express notice to him, such a deposit alone is a sufficient delivery; and that such an agreement may be shown by a constant practice and usage so to receive property without special notice.

"The plaintiff contends that the goods were not in the custody and under the control of the Michigan road, for the reason that the case states that they 'are in a section of the freight depot set apart for the use of the defendant.' This is not an accurate statement of the position. The expression quoted is used incidentally in stating that when the agent of the Michigan road saw 'goods deposited in the section of the freight building set apart for the use of the defendant, destined on the line of said Central Railroad, he would call upon the agent of defendant, and from a way-bill,' obtain a list of the goods and their destination. Just how and in what manner it was thus set apart appears from the facts already recited. It was a portion of the freight-house of the Michigan company, in which a precise spot was selected or set apart where the defendant might deposit goods brought on its road, and intended for transportation over the Michigan road, and which, by usage and practice and the expectation of the parties, were then under the control of the Michigan company, and to be loaded on to its cars, at its convenience, without further orders from the defendant.

"We are of the opinion that the ruling and direction of the circuit judge, that, upon the facts stated, the defendant was entitled to a verdict and judgment in its favor, was correct, and the judgment should be affirmed."

—Coroners usually enjoy sublime visions of their importance and powers; but sometimes they are baffled. James Higgins, a workman, fell into a blast furnace at South Stockton, Eng., a short time since, and his body was almost instantly consumed. A coroner was summoned, but no inquest took place, as there were no remains to view.