

out dwelling longer, gentlemen, upon this branch of the case, I will merely mention that the solvency of the Plaintiff will be fully established, and that you will hear from the mouths of several respectable witnesses, conversant with the affairs of the Plaintiff, that had he been left unmolested by the Defendants, he would undoubtedly have made good his engagements towards them.

We now come, gentlemen, to the important question of damages. The money demanded is £5000. I am well aware of the difficulty which a jury must necessarily experience in coming to a decision upon the amount of damages to be awarded in reparation of personal wrongs. In the present instance, however, I am enabled to facilitate you in the execution of this part of your duty, by laying before you certain important facts connected with the case, which, to a considerable extent, will afford you a criterion in making your estimate.

The Plaintiff, when he found himself suddenly and unexpectedly arrested and imprisoned by the Defendants, for the large amount of their claim, had one of three courses of conduct to pursue. He might either have submitted to the injury he had received, have paid to the Defendants their unjust demand, and thus acknowledged to the world that the imputations upon his character were well founded, and that he was a fraudulent debtor about to abscond from his creditors; or, he might have lingered in prison during the period of his resistance to their claim—a period of sixteen months; or, he might, by sacrificing all his available means, procure his personal liberty upon bail. The last evil was the least, and he accordingly chose it in preference to the former two. After remaining in gaol some twelve or fifteen days, he placed his monies and notes, to the amount of about £350, and also his books of account, containing the entry against his various customers in the hands of Mr. T. S. Brown, of this city, who, in conjunction with Mr. Stanley Bagg, came forward and entered bail in his behalf.

The immediate and natural consequence of this hard necessity will readily suggest itself to you. The Plaintiff was at once and entirely thrown out of business—his hands were tied—his efforts were completely paralysed—and he was obliged to seek out the situation of a clerk, which after the lapse of some months he obtained in a retailing establishment, and from which he barely derived the means of a scanty subsistence.

This, however, was a result so necessary and obvious, that I need not dwell upon it, and I turn to circumstances of a more strikingly disastrous nature. The Plaintiff in this cause, in the spring of the year 1829, had succeeded in opening a correspondence with Messrs. Midgely and Wilkinson, a mercantile house in Great Britain, of high respectability and very extensive business, from whom he had already received a small invoice of goods to the amount of £150 on very favorable terms of credit. So high, in fact, was the confidence he enjoyed with those gentlemen, as also with Mr. Leaycraft, a large dealer in hats and articles connected with this line of business, that towards the close of the month of December, 1829, he adopted the design of relinquishing his retail trade and manufacturing of hats, and of making importations in the spring of 1830, to be disposed of by wholesale. With this view he availed himself of a favourable opportunity of disposing of his retail stock, a large portion of which was of an unsaleable nature, and also of his manufacturing utensils, for which in the wholesale trade he could have no use. In the month of January, 1830, while engaged in making up orders for Messrs. Midgely & Wilkinson, to the amount of from £1000 to £1500, to be shipped to this country in the early spring vessels, and preparing remittances to accompany his orders, he was arrested and thrown into prison—his means were locked up in the manner already mentioned—he was deprived of the power of making remittances to meet his engagements in England, and consequently forfeited the confidence and lost the credit which he had previously enjoyed with his correspondents there—and which, as will appear from their letters, they were not only willing but anxious to continue towards him. Upon these facts, gentlemen, I will merely observe, that the Plaintiff in this case had opened to himself the prospect of a successful career in life. Through the correspondence that he had already established he might reasonably hope to extend his commercial connections, and with