Railroad Earnings.--Weekly.

The earnings of the Grand Trunk Railway of Canada for the week ending Dec. 1st, 1866, were $141,703 00
Corresponding week of previous year.. 154,916 00

Decrease $13,213 00

The earnings of the Chicago and Northwestern Railway for the first week in Dec., 1866, were $173,132 50
Corresponding week of previous year.. 167,867 83

Increase..... $5,264 67

The earnings of the Detroit and Milwaukee Railroad for the week ending Dec. 6th, 1866, were $29,818 00
Corresponding week of 1865..... 32,661 00

Decrease..... $2,843 00

The earnings of the Michigan Southern and Northern Indiana Road for the 1st week in Dec. 1866, were $79,959 00
Corresponding week of 1865 ..... 86,890 00

Decrease $6,931 00

The earnings of the Chicago and Rock Island Railroad for the 1st week in Dec., 1866, were $62,096 00
Corresponding week of previous year.. 62,815 00

Decrease $719 00

The earnings of the Western Union Railroad for the week ending Dec. 7, 1866 .. .. $9,467 48
Corresponding week previous year.... 9,462 42

Increase $5 06

The earnings of the Marietta and Cincinnati Railroad the 4th week in Nov., 1866..$37,968 00
Corresponding week previous year.... 36,575 75

Decrease $1,392 25

Railroad Earnings--Monthly.

The earnings of the McGregor Western Railway for Nov., 1866, were $32,973 00
Same time in 1865..... 36,938 00

Decrease $3,965 00

The earnings of the Minnesota Central Railway for Nov., 1866, were $39,588 00
Same time in 1865..... 19,718 00

Increase..... $19,870 00

Interest and Dividends.

The Philadelphia, Wilmington and Baltimore Railroad Company have declared a semi-annual dividend of five per cent., clear of Government tax, payable the 2d of January next.

A dividend of five dollars per share, on the capital stock of the Chicago, Iowa and Nebraska Railroad, free of government tax, will be payable January 1, 1867, at the office of the Treasurer, 22 Asiatic Building, Salem, Mass.; and at the office of the company, at Clinton Iowa.

The New York and New Haven Railroad Company have declared a dividend of five dollars per share, free from government tax, payable January 2, 1867.

The Boston and Lowell Railroad Company has declared a dividend of 4 per cent., payable Jan. 1. A scrip dividend of 20 per cent., payable at a future day either in stock or money, at the option of the Company, has also been declared, and stockholders are requested to present their certificates of shares at the office of the Treasurer, on and after Jan. 1, and receive a proper certificate of dividend.

Duties of Common Carriers by Water.—Damage to Goods in Carriers Warehouse.

The case of the owners of the Mary Washington against Ayers, just decided in the United States Circuit Court for the 4th district of Maryland, though not referring to Railways, contains an important discussion of the duties of common carriers, and is equally applicable to carriers by land as to carriers by water. The owners of the Mary Washington, appellants, agreed with the appellees, Ayres and others, for a certain compensation which was paid, to convey on their steamer certain merchandise from Baltimore to Hill's Landing, on the Patuxent river, and to deliver it there to Pumphrey. The merchandise was accordingly conveyed to respondent's wharf, at Hill's Landing, and Pumphrey not being there to receive it, was placed in the warehouse connected with the wharf. This warehouse was kept for the accommodation of the carrying trade in which the steamer was employed. Goods landed for delivery were temporarily placed in it when immediate and direct delivery was impracticable or inconvenient; and goods received for shipment were in like manner accommodated, when immediate shipment could not be made. No charge was made for the accommodation. It was an incident to the trade, and paid for in the freight. The goods in the present case were damaged after being stored in this warehouse.

The following opinion was delivered by

CHASE, C. J.—Under the circumstances of this case I think that the contract of affreightment bound the carriers not only to carry the merchandise to the landing, but to deliver it to Pumphrey, or excuse non-delivery by proof of equivalent action or waiver. The duty of a carrier by water is not fulfilled by simple transportation from port to port. The goods must be delivered, or at least landed, and a reasonable opportunity given to the consignee of ascertaining their condition. In order that an opportunity for inspection and for the removal of the goods may be given, the consignee must be notified of the arrival of the goods. This is the general rule. If exceptions are made by usage, circumstances, or special arrangements, they must be shown by proof.

In the present case the respondents allege that it was not their practice to give notice to consignees, but instead of giving such notice, to deposit goods in their warehouse, where the consignees were expected to call for them, on learning from their correspondents, or otherwise of their arrival. They insist that this arrangement was for the benefit of the owners of the goods, and was understood and agreed to by them. The evidence does not sustain this claim. It shows clearly enough the practice of the respondents, but it does not show any understanding, on the part of the owners of the goods, that the respondents were to be relieved from their responsibility as carriers until its actual delivery, or its equivalent deposit in their warehouse, with information conveyed to the owners, in some way, that their goods had arrived. The warehouse arrangement was rather for the convenience of the carriers than of freighters or consignees. The storage, with information of arrival, however obtained, may be regarded properly enough as a substitute for actual and direct notice; and it may be admitted that opportunity for removal, after such information, would discharge the carriers from responsibility as such, in the same manner as actual notice and like opportunity. But to hold that mere deposit in their own warehouse, under the circumstances of this case, terminated their special responsibility, would be a dangerous relaxation of the salutary rule on which the security of commerce so largely depends.

It is clear from the proof, that the merchandise was damaged after the landing, and while in the custody of respondents, before Pumphrey had information of its arrival, or opportunity to take it away. It seems, however, that the merchandise was not ordered by the libellants by Pumphrey, and that he declined to receive it, and it is alleged that the carriers, therefore, were not liable. And there was proof that no order for the merchandise was actually given, and that Pumphrey, on learning its condition, refused to have anything to do with it. But it is not easy to perceive the importance of this circumstance. It is plain enough that the libellants acted in good faith upon an expectation founded on a conversation with Pumphrey, that he would like to have the merchandise sent to him, and that he would receive and pay for it, if of good quality and in good condition, and the proofs show that this expectation was warranted. Whether warranted or not, the duty of the carriers was in no way effected. Their obligation both to shippers and consignees, was to convey and deliver, or at least offer to deliver safely. It is true that after Pumphrey had information of arrival, and declined to receive the merchandise because of its bad condition, the respondents could not be held responsible as carriers, to the libellants, for subsequent injuries in the warehouse; but their responsibility for prior injuries was not changed, and it is that responsibility only which is now in controversy.

In the present case the question whether the respondents were liable as common carriers or as warehousemen is of little importance, except as a question of jurisdiction. The proof shows a degree of negligence which would make them liable in either character. But if their liability were as warehousemen only, they would not be responsible in this court. A court of the Union has in general no jurisdiction of suits against warehousemen by citizens of the same state. Remedies for violation of these contracts must be sought by their co-citizens in state courts.

It is not questioned, however, that the judicial power of the United States extends to all cases of admirality and maritime jurisdiction. This is a provision of the National Constitution. Nor is it questioned that this whole jurisdiction is vested by law in the District Courts of the United States, and on appeal in the Circuit Courts.

This was expressly enacted by Congress in 1789. Nor is it questioned that a contract of affreightment, to be performed by traversing tide-waters, or other navigable waters, is in general a maritime contract, or that a suit upon such a contract makes a case of admirality jurisdiction. This is settled by repeated decisions. And it is insisted that the contract of affreightment in this case was to be performed wholly within the state of Maryland, and that this case, therefore, having arisen from an alleged breach of it, is not within the admirality jurisdiction Upon this I remark, in the first place, that there is nothing in the nature or his-