water-courses and natural drains, to subserve the public benefit, that is, its own benefit, it will still possess it, subject to this just limitation, that it pays for the deprivation, whether immediate or consequential.

I perceive no danger of an infinity of suits growing out of these doctrines. The exercising of the right of cutting down streets and diverting water-courses into particular parts of the basin, for the benefit of the navigation, does not necessarily lead to a loss for which a suit may be maintained. The exercise of the right so as merely to render the exercise of individual rights a little less commodious, will give rise to no action. It seems according to the New York decision, in the case of Palmer *v.* Mulligan,(*a*) that the right of action depends on the nature and extent of the injury; if it be serious and permanent in its character, it will not fall within the class of cases ranged under the head of *damna absque injuriis*. This doctrine is approved in a subsequent case in Johnson's Reports, and may be considered as the settled law of New York. If this be the law, and whether it be or not, I do not now mean to decide, this corporation would stand in no danger of an infinity of suits. All the supposed cases of injury stated by the learned counsel, would probably fall within the principle above stated. But if this doctrine should not be held to be law in this state, and it should be determined that the existence of any injury, rather than its extent, would form the criterion for determining the right to an action, the wisdom of juries would discourage actions grounded alone on nominal damages. So that viewing this doctrine in any light, no danger is to be perceived from it. It produces security to property on the one side, and care and caution in the exercise of power on the other.

Art. II.—CONFLICT OF LAWS.

Argument of Samuel Livermore, Esq. of New Orleans, in the case of Depau v. *Humphreys, for the plaintiff, before the Supreme Court of Louisiana.*

In the case of Depau *v.* Humphreys, lately decided by the Supreme Court of Louisiana, a question arose upon the legality of a note drawn in New Orleans, by persons there residing, by which the makers of the note promised one year after

(*a*) 3 Cain. R. 307.