The Daily Crescent.

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DAILY CRESCENT.

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TERMS OF THE CRESCENT.

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WEDNESDAY MORNING, DECEMBER 6.

From Texas.

By the arrival of the steamship Palmetto, Capt. Smith, we are in receipt of Texas papers to the 3d inst., the day of sailing; from which we extract the following:

TEXAN EMIGRANTS.—The Galveston News of the 1st inst., says: "The Hamburg bark Colonist, Capt. Furgenson, with ninety emigrants, arrived on Saturday; also, the American bark John Holland, with one hundred and fourteen emigrants, arrived on the same day, from Antwerp. These emigrants come on their own account, and will settle in the interior of the State. Judging from their appearance, they will constitute a very desirable accession to our population. A part of them left for Houston, by the steamboat S. M. Williams; others will leave by the Yacht, for Port Lavaca or Indian Point.

THE CATHEDRAL.—The dedication of the Catholic Cathedral of Galveston, took place on Sunday, the 26th inst. A very general interest had been awakened among our citizens to witness the proceedings, and some 1500 or 2000 were probably present. The two distinguished prelates—the Bishops of New Orleans and Buffalo had arrived, and assisted in the imposing solemnities. After the procession of Priests had entered the church, an impressive address was delivered to the assembly by Father Timon. In the evening, the Rev. Mr. Ferche delivered a discourse, which is spoken of in high terms of commendation by all who were present.—*News.*

GEN. MILAM.—The citizens of San Antonio have made suitable arrangements for the reinterment of the remains of Gen. B. R. Milam on the 7th of December, the day on which he fell.

PUT IN.—The Government steamer Hetzel, Capt. Ellery, from New Orleans, put into Galveston on the 29th ult. She was bound to Port Lavaca with Government stores.

THE FRONTIER TROOPS.—We learn that the eight companies of infantry that were landed at Port Lavaca a few weeks since, are encamped near Bexar, and their commander, Maj. Van Horn, is awaiting further orders before he takes up the line of march for El Paso. It appears that the Department has ordered these troops to Texas, not for the purpose, as was at first supposed, of protecting our frontier against the incursions of the savages, but to garrison the posts on the east bank of the Rio Grande, above the Presidio. They will probably be detained either at Bexar or at some point on the Rio Grande, until a new route can be surveyed from Bexar, or the Presidio de Rio Grande to the Presidio del Norte and El Paso.—*Houston Star.*

RAINS.—The rains during the last few days have been excessively heavy. The prairies have been literally deluged with water. Almost ten inches of rain must have fallen during the last fortnight. About three inches fell on Thursday. We believe that these rains have been equally heavy as far west as Bexar.—*Houston Star, Dec. 2.*

ROTHSCHILD.—The New York Herald has the following in regard to the Baron A. de Rothschild, who arrived in the Cambria:

"We learn that this is not one of the celebrated house, but a young man, the son of the principal of the Paris branch of the concern. His visit to this country is for the purpose of travelling, and is more a pleasure excursion than one of business. It is possible, however, that he may examine closely into our public and private finances, our commercial resources, etc., for the purpose of seeing if it would be good policy on the part of the European house to establish a house in this city. This is, no doubt, the actual cause of the visit, although ostensibly it may be for travel and recreation. Sooner or later, these shrewd financiers will become deeply involved in the financial and commercial operations of this country, notwithstanding the bitter prejudices they have heretofore entertained against our institutions."

PHILADELPHIA AND CHARLESTON.—The Philadelphia Ledger of the 27th ult., says: "It is understood that the building of a propeller steamship of 500 tons, will soon be commenced, to run between this city and Charleston, in connection with the Columbus."

NAVAL.—The U. S. sloop-of-war Yorktown, Comd'r Marston, bearing the broad pennant of Commodore Cooper, sailed from Boston on the 23d ult., for the coast of Africa.

The U. S. sloop-of-war Germantown, Com'r Lowndes, was at St. Thomas on 24 ult. All well.

The New York Sun says: There are about 450 men at work in the Navy Yard at Brooklyn, and considerable activity prevails in every department.

The U. S. frigate Savannah is now ready for sea, but the officers and crew are not yet appointed. It is reported that Commander Buchanan, an able officer, will be selected for her—but this is unlikely, as she is entitled to a full captain.

The U. S. frigate Cumberland has been hauled into the Dock, and is now being dismantled. The storeship Electra is to be sold at auction on the 6th of December. The storeship Fredonia is taking in her cargo with all possible alacrity, and is expected to sail during the next week for California.

All the vessels of the Coast Survey, under Lieutenants Bache, Porter and Patterson, have been laid up for the winter at the Gun block, and the sloop-of-war Vincennes has been hauled up on the launching slip for thorough repairs.

The workmen on the Dry Dock have taken advantage of the late fine weather, and are pushing it rapidly forward. The U. S. war steamer San Jacinto is now only waiting for her machinery. Materials are being prepared for erecting a number of new work-shops and store-houses.

It is reported that Commodore Charles Morris is to take charge of the Boston Navy Yard, and relieve Commodore Foxhall A. Parker.—*Norfolk Beacon.*

The frigate St. Lawrence, Capt. Percival, is in the North Sea.

THE HOME SQUADRON.—The cruising ground of this Squadron, now under command of Commodore Jesse Wilkinson, flag-ship the frigate Raritan, embraces the whole coast of the United States, the West India Islands, the Gulf of Mexico, and what is called the Spanish Main.

FOLLY.—We find in the proceedings of the Court of Appeals of New York, the statement of a case in which Mary C. Felton sued the Postmaster, in the Justices' Court, for detaining a newspaper, on which he charged letter postage, because it had an initial upon the wrapper. It was decided in her favor. It was carried by the Postmaster to the Court of Common Pleas, where the verdict was confirmed. From thence it was taken to the Supreme Court, where it was again affirmed—and now it is transferred to the Court of Appeals. The whole matter in dispute was only a few cents—and the costs will probably amount to some hundreds of dollars, two attorneys being engaged on each side. The Postmaster is said to have acted under instructions from the Postmaster General—so that Uncle Sam will probably have to pay for the sport.—*Balt. Clipper.*

Decisions of the Supreme Court.

The following decisions were rendered on Monday last in the Supreme Court of this State:

LOUISIANA STATE BANK, appt., vs. JAMES DUPLESSIS *et al.*, appees. Slidell, J.... The defendant, Ledoux, became the surety of James Duplessis, who was appointed note clerk of the bank in February, 1840. The bond by which Duplessis and his two sureties, Ledoux and Durrive, bound themselves *jointly and severally*, is for the sum of $12 000, and bears date 29th February, 1840. Duplessis embezzled from the bank an amount exceeding $12,000, and the present action is brought to recover from Ledoux the amount of the bond with interest from judicial demand. The petition admits that the first amount embezzled by Duplessis was taken on the 30th day of March, 1841, and consequently that he discharged his duty faithfully until that time. It is contended, therefore, that under the bond the defendant is not liable, because at the date of the first defalcation his appointment had expired; that his office was an annual office, and that his sureties were bound for one year only. If the place to which Duplessis was thus appointed was an annual office, there might be some plausibility in the conclusion invoked by defendant. If we look merely to the language of the bond, it is obvious that the contracting parties did not contemplate a duration thus limited. On the contrary it points to the expected continuance of Duplessis in office during the will of the present or any future Board of Directors. But it is said that sureties are the favorites of the law; that their contracts are scanned with great strictness, and, though the words of the bond may cover an indefinite period, yet if by an act of the Legislature or the records of a corporation, it appear that the office was annual, the obligation must be understood as referring to an office so limited. We are not prepared to recognize the doctrine applicable to places which may properly be denominated public, as extending unqualifiedly to appointments like that in question. The argument presented is mainly deduced from the provisions of the charter, which provides that the Directors of the bank shall be annually elected. But it does not follow from this legislation with regard to the Board of Directors, that the mere clerks and servants of the corporation should hold their appointments by the same tenure. They are the clerks and servants of the corporation: there is nothing in the by-laws of the bank limiting the duration of the place of note clerk, and his appointment itself was general. The views here stated rest upon high authority. The subject was considered in the case of Anderson *vs.* Langdon. 1 Wheaton, 91. In the case of the Union Bank *vs.* Ridgely, the suit was upon a cashier's bond who had been appointed without any specific duration or his office having been fixed. By the charter the Directors were to be elected annually. It was held that the cashier's office was limited only by the duration of the charter, subject to the removal of the incumbent by the Directors, and that he was not necessarily an annual officer. The same doctrine was maintained in the case of the Dedham Bank *vs.* Chickering. 3 Pickering, 340. Much stress has been laid by counsel upon the expressions used in the 5th section of the charter. If the Legislature had intended that the clerks and servants of the bank should be appointed annually; that the duration of their offices should be for one year only, it is surprising that this should have been left to mere implication. It is said in this case there was a re-appointment of Duplessis, and the counsel refer to strew this fact, and as indication also of the construction put by the Directors themselves upon the charter, upon an entry in the minutes of the Board under date of 3d March, 1841. It is in these words: "Mr. Reynes moved that the officers and clerks of the bank be confirmed in their respective situations, which was agreed to unanimously." This resolution is fully susceptible of being construed into an expression of the will of the Board that the clerks and servants of the bank should continue, as an approval of past appointments and not a new appointment. Such is indeed the fair import of the language, and the opposite interpretation is strained. If, however, it could be treated as an appointment, and not an approval, it was an unnecessary and unauthorized act. Duplessis would have remained in office without it, and it cannot be considered, especially under the broad expressions used in the bond, as destroying the liability of the surety. In the case of the Dedham Bank, already cited, these successive "*re-elections*" of the cashier, expressly so denominated on the minutes, took place at the time when he was considered and discharged. The Liverpool Water Co. *vs.* Atkinson, 6 East, 507; Lord Arlington *vs.* Maricke, 2 Saunders, 411; The Wardens of St. Saviour's *vs.* Bostock; The United States *vs.* Kirkpatrick; Lindley *vs.* Evans, 2 Bingham, 32; Bigelow *vs.* Butler, 8 Mass., 276.

The next ground of defence taken by Ledoux is, "that he is discharged from all liability to the plaintiffs because the bank, although called on by the defendant to take legal steps against Duplessis, refused to do so, and allowed him to abscond." The defendant relies on the Article 3059 of the Civil Code, which is the same as the Article 2037 of the Napoleon Code. Under the Roman law, it seems that the refusal of the creditor to sue upon the request of the surety would not operate to the surety's discharge. If we look to the literal language of the Article 2037 C. N., and the corresponding Article of our Code, it would require an *act* of the creditor to discharge the surety. Under the circumstances of the present case there has not been such an omission as would authorize us to consider the surety discharged. The Code has made a very liberal provision for the surety, and has put into his hands very enlarged means of self-protection. Art. 3026. A very liberal interpretation of the provision was given in Cougot *vs.* Fournier. 4 Rob. 422.

The next ground of defence is "that Ledoux has been discharged from all liability on the bond in consequence of the gross neglect of plaintiff to perform the conditions, expressed and implied, which were incumbent upon them, and which formed the consideration of his contract as surety." We think it to be satisfactorily proved that the frauds of Duplessis might have been discovered at an earlier period, if minute and searching vigilance had been exercised by the monthly and semi-annual Committees, the question then remains, whether under the terms of the bond itself, and the general principles of law as affecting the contract, the absence of minute vigilance on the part of the Directors, unaccompanied by fraud, discharges the surety.

Ledoux bound himself for the honesty of Duplessis, and he has been unfaithful. To say that the obligee has not exercised as rigid a surveillance over him as these might have been, is to interpolate in the instrument a clause which the parties did not adopt for themselves, and give it effect—as though it had been not a guarantee that Duplessis should be honest, but a guarantee that he should be honest, if closely watched. If Duplessis had offered such a bond when he was appointed Note Clerk, cash it be supposed for a moment that it would have been accepted? Certainly not. It is therefore decided that the judgement of the Court below, in favor of Amaron Ledoux, be reversed, and that the plaintiff recover of the said Amaron Ledoux the sum of twelve thousand dollars, with interest thereon, from the 25th of October, 1844, until paid and costs.

MUNICIPALITY NO. ONE, appellee, *vs.* BLINEAU & CORDIER, appts.—Eustis, J.....The Council of the First Municipality directed the Bineau soap factory in St. Ann street, to be removed within twenty days, unless it should be put in such a condition as not to be a nuisance, and ordered further, that at the expiration of said twenty days, on the complaint of any three inhabitants, under oath, that if said factory continued to be a nuisance, the said Bineau or any persons interested therein should pay a fine of fifty dollars for each and every infraction of these resolutions. Cordier was condemned to pay a fine of fifty dollars for violating these resolutions, and appealed. The power of the Council to impose fines for the violation of Municipal ordinances, is conceded, but it is urged that the imposition of a fine must be by Ordinance of a general character, operation, and effect, and that individuals cannot be affected by the passage of resolutions against them personally, as it is contended is done in the present instance. There could be no objection on the score of legality to an ordinance imposing fines on persons carrying on offensive trades in any district in which it would be injurious to the public health, but to designate one individual or one establishment, and subject them to punishment, appears to us to be entirely inadmissible, and contrary to common right. The judgement appealed from is reversed, and judgement rendered for the defendant, with costs. Same judgement in cases 1029, 1030, and 1031.

MAYOR, ALDERMEN AND INHABITANTS OF THE CITY OF LAFAYETTE, appees., *vs.* JOHN CUMMINS, appt.—G. Eustis, J.....This is an appeal from a judgment rendered against the defendant by a Justice of the Peace, for fifteen dollars, the amount of a municipal tax due by defendant, on account of his occupation and trade as a butcher. The tax was imposed by an ordinance for the year 1847, which lays an annual tax on trades and professions mentioned therein. Besides these trades enumerated, there are several others, principally those of mechanics; and also other professions and occupations, which are consequently not taxed.

The 19th section of the law of 1836, authorizing the City Council of Lafayette to lay taxes on real estate and slaves, empowers them to lay taxes upon all kinds of property, trades, occupations, etc., not specified in this act, requisite for the wants of said city, and the imposing and collection of which may not be inconsistent with the Constitution and laws of the United States and of this State. Defendant keeps a slaughterhouse in Lafayette, where he kills his cattle for the New Orleans market; his cattle is taxed, and he pays a high tax for his stall in the market—but these burthens afford no ground for the non-payment of the tax here sued for. Judgement appealed from affirmed, with costs.

JAMES BURBANK, *et al.*, appts., *vs.* N. C. LANE, tutor, appee.—Rost, J.....The defendant was appointed tutor of the minors George A. Burbank, Lorinda Burbank and Jas. Burbank, after the death of their father, whose succession he appears to have administered as tutor. In September, 1843, he filed a final account of his administration of the succession, and at the same time resigned the tutorship, which resignation was accepted and his account approved and homologated. James Burbank is now of age, and he, together with his sister and her husband, representing George A. Burbank, call upon the defendant to render to them an account of his tutorship, under the law, and particularly under Art. 255 of the Civil Code, and Arts. 999 and 1012 of the Code of Practice. The District Court dismissed the plaintiff's petition and he appealed. There is no error in the judgement. The defendant appears to have acted and resigned the trust in good faith, and there is nothing in the record to raise a doubt that justice has not been done between the parties. The judgement is affirmed, with costs.

PLANTERS' BANK OF TENNESSEE, appt., *vs.* R. H. BYERS, appee.—Slidell, J.....On motion, the Court below dissolved the attachment issued in this case. The correctness of that judgement is the only question before us. The Code of Practice requires that the attaching creditor, as a prerequisite to obtain the writ, must give a bond in favor of the defendant, for a sum exceeding by one-half the amount which he claims, with surety, etc., as a security for the payment of such damages as defendant may recover against him, in case it should be decided that the attachment was wrongfully obtained. (C. P. 249). The amount of bond must be controlled by amount of debt sworn to. This prerequisite must be strictly construed and rigidly enforced, under the pain of nullity. (3 Rob., 253, and 3d Louisiana, 15). The amount stated in the affidavit for attachment was $2279 71-100, with claim for back interest, in petition, for eight years, at 6 per cent; the amount of the bond given was for $2500, which should have been for a much larger sum, in order to exceed by one half the amount claimed with interest. Judgement affirmed, with costs.

PETERSON & STUART, appts., *vs.* RICHARD HAGAN & CO.—RD. HAGAN and A. S. ROBERTSON—appees. Slidell, J.....Richard Hagan, Robertson, and Alexander Stewart, were commercial partners in the grocery business, under the firm of Richard Hagan & Co. This firm, in July, 1846, issued two notes at four and six months, endorsed for accommodation by Peterson & Stewart, a firm composed of Peterson and Wm. R. Stewart, the plaintiffs, alleging that the makers failed to pay them at maturity, and the plaintiffs were obliged to pay them to the holders. It appears that these notes were taken up, partly by payments, and partly by three new notes, two for $754 55-100, and one for $1506, all drawn by A. Stewart & Co., (a new house established after the dissolution of that of R. Hagan & Co.,) and endorsed by Peterson & Stewart. In the articles of dissolution of partnership of the old firm, it was agreed that Stewart should take the stock of groceries and to provide for the payment of the notes by the aid of his friends. At the foot of the agreement, Peterson & Stewart guaranteed the performance of the contract on the part of Stewart, which stopped them from recourse against Robertson & Hagan. Judgment for defendants affirmed with costs.

TEXAS SUGAR.—The Galveston News has seen two samples of sugar from the plantation of Gen. Hamilton, on Oyster creek; one made within the last fortnight from the Ribin, and the other from the Creole Cane. The cane was cut from fields which were exposed to the frost of the 6th November. We have never seen, (says the News,) more beautiful Muscovado Sugar, in color, dryness and in the size of the crystal, the product of our country. We understand that the cane from which this sugar was raised was grown on the cane-brake lands of Oyster creek, which promise both in quantity and quality of the sugar produced, to be surpassed by no lands in the United States, and to be equaled by very few.

In Harris county 30,000 pounds of sugar have been raised this season. Next year the crop will reach 200,000 pounds.

"THE LORD MAYOR."—The 9th ult. was the annual inauguration of the Lord Mayor of London, and it was commemorated with all its usual foolery and feeding. Instead of something symbolical of the commerce, industry, and pursuits of that great city, there was the "time immemorial" unmeaning men in armor, sword bearers, lumbering State coaches, and footmen bedizened out with frippery and finery. The huge dinner-eating was well calculated to increase the gouty habits of the partakers, and the prosy speech-making conducive to quiet digestion. It seems that in this age of change, the civic authorities of London are to be unchangeable. The Lord Mayor's day of 1848 differs little, if any thing, from that immortalized in the "Dunciad."

A PRINTER'S EXCUSE.—The editor of the Columbus (Miss.) Whig, after clearing his own skirts of errors in an address delivered by a lady of that town—[by the way, the address was really a very creditable production]—remarks that the errors were "not the fault of Miss S., but of the compositor; and his reason for doing so is, that the evening that he set it up was dark, cold, and cloudy, and he had his fingers to warm often." If the office of the Whig is not better calculated to keep out cold than some printing offices we "wot of" in Mississippi, in by-gone days, the compositor's excuse is a plausible one.

BAPTIST CHURCH AT MOBILE.—A very large congregation attended yesterday, Sunday morning, 3d inst., to participate in the Dedication services of the new Baptist Church, on St. Francis street. The Dedication Sermon was preached by the Rev. C. M. Breaker, of Marion, the editor of the "Alabama Baptist." This elegant edifice is one of the most beautiful and commodious churches in our city. Its front, with a fine Ionic portico, is surmounted by a lofty steeple and spire, "pointing like the finger of faith to Heaven." The interior is finished with classic neatness and simplicity—presenting one large saloon, unbroken by any gallery, except at the end opposite to the pulpit. The pews are spacious and convenient; three aisles affording ready access to any part of the church. The pulpit is plain, but tasteful, and we perceive that the construction of the church is such as to enable the preacher to be heard in any part with ease and distinctness. This edifice has been erected during the present year at a cost of $11,000. It was originally begun in 1847, but just as the building was being completed, it was set fire to by some fiendish incendiary, and consumed. The loss thus occasioned was about $4000. Upon the ashes, the present beautiful structure has sprung up like the phœnix, its beauty but increased by the calamity which sought to destroy it. The entire expenses have thus been $15,000—all of which have been paid except $2250 still due, and $1000 which will be needed to complete the basement story. A generous Christian community, it is confidently believed, will speedily supply these requisite sums. The credit of erecting this church is principally due to the exertions of its amiable and talented pastor, the Rev. Mr. Lindsley. He has been of inestimable benefit to the Baptist denomination in this city.—*Mobile Register.*

Mr. Lindsley has resigned the charge of the congregation, with the view of devoting his time to the colored church. His place has been supplied by the Rev. Thomas G. Kean, a minister of known abilities.

TEMPERANCE—*St. Louis.*—A grand procession of the Sons, Daughters and Cadets of Temperance, took place at St. Louis on the 28th ult., the Grand Division of Missouri, the Grand Division of Templars, ten subordinate Divisions, a Division from Alton and the Cadets, numbering in all about four hundred and fifty. These were immediately followed by the carriages occupied by the Daughters of Temperance. The day could not have been more delightful for the season, (says the Organ,) while the pleasing strains from the different bands so far apart as not to produce discord, the flaunting of the appropriate banners, the gay regalia of the members, and the happy, healthy and intelligent faces of the members rendered it a very pleasing spectacle, and we have no doubt caused many individuals to wish themselves of the number.

SOME ROOM YET.—The territories of the United States north and west of the regularly organized States of the Union, embrace an area of 1,986,909 square miles, and 1,271,621,760 square acres.

ASTRONOMICAL INTELLIGENCE.—Among the appropriations made by Congress during its last session was one for a series of observations for determining the parallax of the sun and planets; or, in other words, their distances from the earth, by a new process. One set of observations is to be made by Lieut. J. M. Gilliss, of the United States navy, in Chili; while corresponding observations are to be made at the northern astronomical observatories of this country and Europe. The difference of latitude between the observations made north and south of the equator will furnish a base line from which, with the required angles, may be calculated the distance of the sun and planets. The necessary instruments for prosecuting the labor assigned to Lieut. Gillies (who is now in this city) are in course of preparation. They will probably cost not much less than five thousand dollars, and as soon as completed, the Lieutenant will start upon his scientific pilgrimage. It is gratifying to notice that our Government, by such appropriations as the one alluded to, is vindicating its character in regard to the advancement of science.—*Nat. Intel.*

LIABILITY OF HOTEL KEEPERS.—At the Court of Common Pleas, in Greenfield, the case of Ashbel Dickinson, of Brattleboro', Vt., *vs.* D. D. Winchester & Son, of the Exchange Hotel, in this town, for damages alledged to have been sustained in the loss of a trunk, was tried. The trunk contained a quantity of clothing, and other articles, for the use of a minor son of the plaintiff, who was on his way to Milwaukie, Wis., and who, on arriving at Springfield, entrusted it to the charge of a hackman, employed by Messrs. Winchester. The trunk was either lost or stolen from the carriage, on its way to the Exchange Hotel, and the suit was brought to recover the value of the trunk and contents, which were stated at about $125, of the proprietors of the house. The jury rendered a verdict of $114 for the plaintiff. Exceptions were taken to the ruling of the Court, by defendants' counsel. Geo. T. Davis for plaintiff. W. G. Bates for defendants.—*Springfield Republican.*

FASHIONABLE DANCING ACADEMY,
AND LADIES' CALISTHENIUM
APOLLO ROOMS, CARONDELET STREET, NEAR UNION.

M. ST. MAUR STUART, Professor of DANCING, and the only teacher of CALISTHENICS in the South, respectfully intimates to his former Pupils and the public of New Orleans, etc., that his Classes will open on MONDAY, December 11, in the above splendid and commodious NEW BALL ROOM, (the largest in the city,) expressly fitted up for a Select Dancing Academy—brilliantly illuminated and decorated; a large and convenient private entrance, with every other accommodation to render the Pupils comfortable during their attendance.

Mr. Stuart's superior capacity as a teacher of the Fashionable Dances, is so well known and appreciated, not only in this State, but, as a Teacher of Dancing, to the elite at the many Fashionable Watering Places throughout the Union, that it is deemed unnecessary for him to enumerate all the FANCY and FIGURE DANCES he teaches. The following are a few of the most fashionable: *Cachucha*, a la Fanny Cerito; *Craccoienne*, a la Elsler; *Domino Noir*; *Pas de Matelot*; *the Waltzes of Redowa*; *Cinq Temps à Fielta*, or *Gaveland Waltz*; the last *three* taught by Mr. Stuart, since 1844; the *new and graceful Quadrilles* of *Polka*—the latter of which he is the composer; *Quadrille* of *Masurka*, with the correct Polish terms that should be used when teaching those Favorites of the Fashionable Soiree.

Mr. Stuart would further inform his numerous friends and patrons in the interior of the State, that in the event of their visiting the city during the winter, he will receive their private instructions, they will be attended at their residences, on TUESDAYS, THURSDAYS, and SATURDAYS, at hours to suit their convenience. The system pursued by Mr. St. Maur Stuart, in imparting a graceful and easy deportment to the Pupils, has been universally admired, more particularly during his late sojourn of upwards of two years in the principal towns, and the Institutions in the Western part of the State. It is truly said, that Teachers should not only be skilled in the art they pretend to teach, but should also have skill in the art of imparting it, and patience in the practice.

Days and Hours of Attendance—MONDAYS, WEDNESDAYS, and FRIDAYS, from 3 to 6 o'clock P. M. for Misses and Masters, Ladies' Class, the same days, from 10 A. M. to 1 P. M. A Private Class for Gentlemen, from 7 to 10 P. M.

Those who would learn a correct style of Society Dancing and Waltzing, are advised to apply early, as the first Lessons will be given on Monday, the 11th inst., at the above room.

☞ Lessons given in the Seminaries and Families as usual. —REFERENCE— d41tf

Hon. P. Soulé, J. P. Freret, J. P. Benjamin, E. W. Martin, Dr. M. Campbell, Judge Overton, Col. L. T. Preston, C. E. Swayze, Charles Porter, Judge A. Carrigues, Dr. J. P. Satterwhite, R. Taylor.

NEW ESTABLISHMENT.
WATCHES AND JEWELRY, SILVERWARE, &c.

JAMES D. ANDERSON, No. 17 ST. CHARLES ST., (opposite the Verandah Hotel,) New Orleans—Would respectfully invite the attention of citizens, and strangers visiting the city, to his new and extensive assortment of LEVER WATCHES, from the most celebrated manufactories of London, Liverpool, and Geneva, carefully put up and warranted, in fine gold cases, of the richest and latest patterns, to suit Ladies or Gentlemen. Also, to a large assortment of WATCH TRIMMINGS, comprising all the most recent patterns of Ladies' and Gentlemen's fine Gold Fob Chains, Vest and Guard Chains, Seals and Keys. Ladies' Brooches, Bracelets, Rings and Ear Hoops, of the latest fashion; Diamond, Ruby, Emerald, Garnet, Topaz, Opale, and Plain Gold Finger Rings and Breastpins; Shirt Studs; Vest, Collar, and Sleeve Buttons; Medallions, Lockets, and Miniature Frames; Gold and Silver Framed Spectacles, with perifocal and plain glasses; Levi Brown's, Spencer's, and low priced diamond pointed Gold Pens, in gold or silver holders; Plain and Threaded Silver Tea, Dessert and Table Forks and Spoons; Soup and Cream Ladles; Silver Cups, Combs, Card Cases, Suspender Buckles, Fruit Knives, etc. Best quality Silver plated Tea Sets, Cake Baskets, Castors, Chamber and Mantel Candlesticks, Snuffers and Trays; Toast Racks, etc. Fine Rogers's and Wostenholm's Pocket and Table Cutlery; "Papier Maché" and Fancy Articles, adapted particularly for presents. TIMEPIECES, for Steamboats, Offices, and Stores.

☞ J. D. A.'s personal attention will be given to the Repairing and Adjustment of WATCHES and CLOCKS; and every description of Jewelry, Silver Ware, Swords for presentation, etc., made to order and engraved at short notice, by the most experienced and skillful workmen in the country, at moderate prices. d5 6m

ALEXANDER HILL'S
HOUSE-FURNISHING STORE,
55 Camp street, New Orleans.

WHERE families can find all articles of House keeping, comprising a general assortment and select stock of KITCHEN FURNITURE—Cooking, Parlor, Tin and Iron Ware, Fire Sets, Brass and Steel; Shovels and Tongs; and Kitchen Fire Iron-ware.
ENAMELLED and patent-metal tinned HOLLOW WARE; Fire Dogs.
GERMAN SILVER, Block Tin and Britannia TEA and COFFEE URNS.
TABLE CUTLERY: German Silver, Britannia, and Iron TEA and TABLE SPOONS.
WOODWARE—Brass and Iron-bound CEDAR PAILS, CHURNS and TUBS.
RATTAN-BOUND CEDAR WARE, a new article.
WILLOW WARE—Baskets, Cradles, Nursе Chairs and Wagons.
BRUSHES—Fancy and Plain, Dusting, Sweeping, and Hearth Brushes.
MATS—Jute, Manilla, Alicante, Palm, and Husk MATS.
WAITERS, and TRAYS.
BRASS, Britannia, and new Metal CANDLESTICKS and LAMPS.
STEAMBOAT and HALL LANTERNS.
COOKING STOVES and FURNACES.
D. & J. Wright's patent premium COOK STOVES, for Wood or Coal—with fixtures complete; the most approved article in use. d4tf

☞ Hotels and Steamboats furnished at reduced prices.

"Methinks there be six Hatters in the field; Five have I seen to-day"

OFFERING good HATS and CAPS at low prices; but *none better and none lower* than those which may be found at my Salesroom, No. 13 *GRAVIER street*, corner of Tchoupitoulas, where I have on hand, and am from time to time receiving, fresh supplies of the most approved and fashionable articles in the above line, as are suitable for this market.

Purchasers at Wholesale, who may see this, will please remember that I am a manufacturer and will sell low.

☞ I am opening another lot of those choice Mens' Soft Black BUENA VISTA HATS, to which I beg to call attention. WILLIAM BOOTH, Hatter,
d4tf 13 Gravier street, up stairs.

BOUDOIR PIANOS.

THE Public, Professors of Music, and Amateurs are respectfully invited to call at MAYO'S MUSIC STORE, 5 *Camp street*, and examine the new, beautiful BOUDOIR PIANO, made by Leon Gilbert, of Boston, which, for compactness of form, beauty of style, delicacy of touch, power and quality of tone, has thrown forth the most flattering encomiums from the musical public, and the press, in the Northern cities. Their peculiar form and construction renders the tone so rich, varied, and powerful, as entirely to preclude the possibility of being appreciated without being heard. d4 1m

CARRIAGE MANUFACTORY.

THE Patronage that has been extended to us so very liberally the last seven years, while in Common street, has indeed us the last number of hands to erect a large manufactory, expressly for manufacturing and repairing CARRIAGES.—We have now one of the largest Shops in the Southern Country, and are prepared, with good Northern workmen, and the best of materials, to build any style of Carriage to order, and guarantee them two years if used in the country. We are also better prepared than ever before for repairing Carriages, and can restore them almost to their original beauty and durability, although apparently worn out and useless. We will pay freight on carriages sent us to repair. We will, also, keep on hand an assortment of NEW and SECOND-HAND CARRIAGES which will be sold low. Old CARRIAGES taken in trade for New ones. We invite the attention of those wanting New Carriages, or their old ones repaired, to call at our Manufactory and Repository and judge for themselves, at the *corner of GRAVIER and CARONDELET Streets*, next door to the Office of the Commercial Water Works, near of the St. Charles Hotel. New Orleans.
d5 6m MATTHEWS & DENMAN.

BRANDIES, WINES, FRUITS, Etc.

IN STORE and to arrive, for sale by the subscribers—
BRANDIES—26 half pipes Otard, Dupuy & Co., in bond.
10 half pipes Martel & Co. do.
10 quarter pipes Jean Louis. do.
25 quarter pipes J. Erand. do.
50 quarter pipes Pinet Castillon.
10 octaves Otard, Dupuy & Co.
WINES—62 quarter casks Pure Juice Port, in bond.
16 hhds. do. do.
200 baskets Champagne, 'Heidsieck' and 'Red Eagle,'
400 baskets do different brands.
50 quarter casks Sweet and Dry Malaga.
200 boxes very choice Claret.
100 dozen superior Port Wine, direct importation.
FRUITS, Etc.—200 boxes M R Raisins, in bond.
250 bags fine Soft-shell Almonds. do.
300 kegs Malaga Grapes.
150 boxes Lemons.
150 drums New Figs.
500 bags Spanish Almonds.
100 cases assorted Fruits, in juice.
250 cases Prunes, fancy boxes and glass jars.
500 cases Sardines, all sizes.
d4 3t R. F. NICHOLS, & CO., 76 and 78 Camp st.

BUTTER, CHEESE, Etc.

GOSHEN AND WESTERN BUTTER—1000 kegs.
CHEESE—500 boxes Western Reserve.
ALE—500 barrels Northern and Western.
CIDER—250 barrels Newark.
BACON—30 casks Cincinnati cured.
TEAS—700 packages, assorted.
BUCKWHEAT—200 packages.
WINES—100 barrels Madeira and Port.
MACKEREL—200 barrels No. 3—large.
CANDLES—500 boxes Star, Sperm, and Tallow.
FIRE CRACKERS—450 boxes No. 1.
STRAW PAPER—50 Reams. For sale by
d4 1m A. D. GRIEFF & CO., 38, 40 and 42 Old Levee.

SMALL STEAM ENGINE

FOR SALE—A small and beautifully finished ENGINE, nearly new and in complete order, for sale. It was manufactured in New York, and is of about one or one and a half horse power. For terms, etc., apply at this office. o28

FURNISHED ROOMS.

TWO OR THREE elegantly furnished PARLORS and BEDROOMS to rent. Inquire at 120 Carondelet st. n7

BOARD.

A GENTLEMAN and his WIFE, or TWO SINGLE GENTLEMEN, can be accommodated with BOARD in a private family, pleasantly located below Delord street. Applications addressed to B. V., and left at the office of the Crescent, or through the Post-office to Box B 52, will be immediately attended to n29 tf

FOR HIRE—A SLAVE WOMAN.—A good Washer and Ironer, and good plain Cook. Is also a good Seamstress, faithful and honest. Apply at the office of
A. MARMION, St. Charles st.,
n29 one door above Poydras

PRINTING MATERIALS FOR SALE.

A SMALL quantity of JOB TYPE, consisting of Great Primer, Paragon, Double Small Pica, Cases, etc., but a little while in use, will be disposed of on low terms. Apply at this office. n29tf

CLOTHING.

J. McNEIL, Tailor,
COMMON STREET, two doors from Carondelet.

WOULD respectfully solicit the patronage of his friends and the public generally. He hopes, by diligence and attention to render entire satisfaction to all who may favor him with a call. He will keep always on hand a good assortment of *CLOTHS, CASSIMERES, DOESKINS, VESTINGS, etc. etc.*

☞ Clothes neatly repaired at the shortest notice, and on the most reasonable terms. n16 3m

Splendid Assortment of
WINTER CLOTHING:
NO. 13 CAMP STREET.

THE subscriber has lately returned from the North, where he has devoted his time to the manufacture of a large and well-assorted stock of CLOTHING, which, for style and finish, cannot be surpassed.

Gentlemen purchasing at retail, and dealers at wholesale, are invited to call and examine for themselves.

The following articles are offered at a lower price than can be sold by any other establishment of the kind in the Southern Country:

Black Cloth Dress and Frock COATS.
Black, Blue, Brown and Olive PALETOTS and SACS.
Black and Fancy Cassimere PANTS.
Super super Black Doeskin PANTS.
D'Orsay COATS of every description.
Gold-mixed and Brown Tweed SACS.
Super Embroidered Black Cassimere VESTS.
White Marseilles (Polka) "
Black and Fancy Satin "
n8 1m M. BARNETT, 13 Camp street.

FASHIONABLE
CLOTHING ESTABLISHMENT,
NO. 29 MAGAZINE STREET.

F. FABRE & CO. have the pleasure of informing their friends and the public that they are now in the receipt of a choice stock of articles in their line, selected with the greatest care from the latest French and English importations. Much pains having been taken in the selection and manufacture of every garment, they can offer them with great confidence, as being of superior style, fit and quality.

We, therefore, invite the attention of purchasers to the following named articles, comprising a portion of our large stock, namely:

Super Black French Cloth Dress and Frock COATS.
" Blue " " " "
" Brown and Olive French Cloth " "
" Black and Drab " " PALETOTS.
" " " SURTOUTS.
" " " Cassimere "
" Black, Brown and Olive Cloth SACS.
" Drab " "
" Tweeds "
" Brown and Olive Cloth Business COATS.
" Black Cloth CLOAKS.
" Black and Fancy Cassimere VESTS.
" " " " embroidered.
" " " Cashmere "
" " " Silk and Satin VESTS.
" " " Pich. Cassim. PANTALOONS.
" " " Silk and Satin SCARFS.
" " " CRAVATS.
" Silk and