DAILY CRESCENT.

NEW ORLEANS:

WEDNESDAY MORNING, JANUARY 24, 1849.

LOCALS.—*See third page for City News, &c.*

☞ More of "Indicator's" Letters, as well as the continuation of Boz's Christmas Tale, are on First Page.

FAVORS.—Thanks to the officers of the steamboat Mobile for late papers.

REPORTS OF THE SUPREME COURT.—We begin this morning the publication of the Decisions of the Supreme Court, in a new form, with the hope that they may be useful to our numerous readers in the city and throughout the State. The decisions of this Court being quoted as authority upon the construction of the law in the other Courts of the State, it is important not only to the members of the bar, but to the people generally, that they should receive early publication in such shape as to be clearly understood, and with such evidences of authenticity as to be relied upon. We have, therefore, secured the services of *Perry S. Warfield, Esq.*, whose ability, industry, and accuracy, are well known to our bench and bar, to supply us with these reports, in full when it may be necessary, but in a condensed form, when by condensation no material fact or legal point is omitted. They will thus serve as authority to the Judge and the lawyer, where such authority is desirable, and will show to every citizen the manner in which the highest judicial tribunal in the State interprets the laws which govern his life and property, and enable him to compare himself, and conduct his business accordingly—if he can.

SUPREME COURT.—Chief Justice Eustis remarked yesterday that henceforth the Court would strictly enforce the rule of Court requiring all transcripts of appeal to contain a full index, and where records were deficient in that respect, the cases would be continued.

The Court is now engaged in trying appeals from the country parishes, which will probably not be concluded until the first of next month.

Among the decisions reported in our paper to-day will be found several of importance, relative to the right of a landlord to cancel a lease on account of the tenant sub-leasing contrary to the contract of lease; also relative to surveys by a State Surveyor in actions of boundaries, and as to the power of the Municipal Councils of New Orleans to employ physicians to afford relief to the indigent sick during the prevalence of an epidemic.

RETURNING HONESTY.—The Mayor yesterday received the following note, containing a valuable enclosure:

NEW ORLEANS, Jan. 18th.

To A. D. Crossman.—Sir: The enclosed am't is honestly and justly yours.

THE ARCHITECT.—Last evening we received a brief note from a friend, who is a passenger on the ship Architect, for California. The note is dated Saturday last, the 20th inst., at 12 M., and is written from the Southwest Pass. Our friend says: "We arrived here on the evening of the 18th inst., and have been detained inside of the bar on account of fog. We are all well and in high spirits."

CANADA.—A late New Brunswick paper states that measures are in progress to send a deputation to England to urge upon the government the following measures: A union of the entire British colonies and dependencies; free trade and parental and filial annexation between them and the mother country; colonial representation in the British Ministry and in Parliament, and a wide plan of emigration of laborers and capital; and an abolition of the obnoxious colonial office policy.

OHIO RIVER.—The river at Louisville had risen two feet in the forty-eight hours ending on the evening of the 14th, making 8 feet water in the canal, and 5½ feet in the Indiana chute on the falls. The large boats which are at Portland, says the Journal of the 15th, will be able to come over the falls to-day or to-morrow. The weather has been very changeable.

PITTSBURG, Jan. 15.—The river here has risen ten feet within the last ten hours, and is still rising rapidly. We are in fearful apprehensions of a destructive flood. The weather has moderated very much.

Western News.

[Telegraphed to the Baltimore American.]

DETROIT, Jan. 15, 8 P. M.—*General Cass Elected Senator—Fearful and Fatal Epidemic.*—General Lewis Cass has been unanimously elected to the U. S. Senate from the State of Michigan.

A frightful and fatal epidemic has broken out, and is now prevailing to an alarming extent in the capital of Michigan. So fearful has been the prevalence of this disease, (the nature of it I have not ascertained,) that the Legislature had under discussion a resolution to adjourn in consequence thereof. One of the members (name not given) has already died with it.

HARRISBURG, January 15.—Gideon J. Ball was to-day elected State Treasurer, on the fifth ballot. Nothing of special moment doing in the Legislature.

AMERICAN STOCKS IN ENGLAND.—Private letters from London state that the New United States Loan had been sold there at par, and a few small sums at 100½. There were free purchases made at the Brokers' Board at New York, on the morning of the 13th, at 109¾, and after the Board at 110.

CHINA.—The American Commissioner, Mr. Davis, had an interview with the Governor General Sew, on the 6th October, at Canton. It took place at Howqua's residence, and terminated with a banquet. A malignant and fatal fever was prevalent at Shanghai.

☞ The merchants of Boston, engaged in the Haytien trade, do not credit the story received via Charleston, to the effect that President Souloque, with an army of Haytiens, 20,000 strong, had invaded St. Domingo.

AMERICAN THEATRE.—This house continues well attended. Last night Mr. Grattan's drama of the "Rebel Chief," was repeated. Mr. Eytinge also appeared as *Mons. Morbleu* in the farce of "Monsieur Tonson;" in this difficult character he performed admirably and created a great deal of amusement. To-night, "Crime and Repentance," another drama from the prolific pen of Mr. Grattan, will be produced for the first time here. Its getting up has been long and carefully attended to, and with its talented author as a feature in the cast, and the strength of the company to support him, it must prove successful. Mr. Eytinge will once more delineate his favorite nautical character of *William;* in this he certainly stands unrivaled. The other entertainments comprise the farce of "A Pleasant Neighbor," and the bill altogether is unexceptionably good and ought to prove attractive.

"WHERE THERE'S A WILL THERE'S A WAY."—This is the name of a new comedy, by the talented and successful young writer, Mr. J. E. Durivage, of the Picayune, whose pieces have hitherto proved eminently successful and attractive. We are informed that this is a truly sterling piece, and from the talent engaged in its representation, we confidently predict its entire success. Mr. Chippendale, Mr. Fuller, Mrs. Stuart, Mrs. Jones, and several other prominent members of the company, take parts in it. We trust it will not only prove attractive to the theatre, but "put money in the purse" of the worthy, talented, industrious and indefatigable young author.

☞ Remember the Panorama of the Mississippi River, at Panorama Hall. The exhibition is drawing to a close.

PAINTINGS.—We cannot fail to call the attention of the public to the beautiful Paintings of Mr. Shaw, at No. 13 Camp street, now on exhibition at Hewlett's Exchange, and to be raffled. The portraits of Generals Taylor and Twiggs are works of great merit, as also the view of the Grand Plaza, Mexico. We hope they will be duly appreciated.

Telegraphed to the "Daily Crescent."

Kentucky—Clay nominated for Senator—Cholera abating in the West—Calhoun's Address adopted—Debate in Congress—Markets.

BALTIMORE, Jan. 23, 1849.—The Kentucky Legislature in caucus (whig members we presume—*Cres.*)—has nominated Henry Clay for United States Senator.

The Cholera alarm is abating in the West. Calhoun's address has been adopted in the Southern Convention.

BALTIMORE, Jan. 23, 1849.—At New York, on the 22d, the sales of Cotton amounted to 1500 bales; the market firm. Rice steady. Flour and Corn declined 1s. Provisions better. Treasury Notes 8¼; Sixes 9¼.

There was a fierce debate to-day on the Civil and Diplomatic Bill; it was at last agreed to print it.

Some say that the Union is now tottering, on account of the interference of Northern abolitionists with the slavery question.

THE PRESIDENTIAL ELECTION.—The following is the final state of the polls, as addressed by the Committee of the Assembly to the *Moniteur:*

Number of voters in the eighty-six departments, not including Algiers	7,449,471
Number of votes expressed	7,436,252
Majority of votes expressed	3,713,127
Louis Napoleon Bonaparte	5,534,520
Cavaignac	1,448,302
Ledru Rollin	371,431
Raspail	36,964
Lamartine	17,914
Changarnier	4,687
Divers votes	12,434
	7,426,252
Unconstitutional votes	23,219
Total as above	7,449,471

VOTE OF FRANCE.—It may not be generally known, says the New York Herald, that the popular vote of France has been brought out in force, four times in the last fifty years. We therefore give the time and number of votes at each period.

Consulate in the year VIII.—Aggregate vote, 3,012,569. In favor, 3,011,007. Against, 1562.

Consulate for Life.—Aggregate vote, 3,577,259. In favor, 3,568,883. Against, 8,374.

Hereditary Empire.—Aggregate vote, 3,524,244. In favor, 3,521,675. Against, 2,579.

Presidential Election in 1848.—Aggregate vote, 8,000,000. Louis Napoleon, 5,800,000. All others, 2,200,000.

These were all Napoleon periods. They were Napoleon, first, for the *Consulat en l'an VIII.;* second, for *Consulat à vie;* third, for the *Empire Héréditaire;* and now, a grandson of the Empress Josephine, and nephew of Napoleon, steps in, forty-four years after the vote on the hereditary empire, and is elected President by an absolute majority greater than Napoleon's full vote at any one of his three periods.

Congressional.

The following Congressional news we find in last evening's edition of the Picayune, taken from the Baltimore Sun:

TUESDAY, Jan. 16.—In the *Senate*, Mr. Douglass presented a substitute, which he intended to offer for his California bill, and which he desired should be printed for the use of the Senate. The printing was ordered.

The substitute proposes to strike out all after the enacting clause in the original bill, and insert, substantially, that after the 4th of July next, all the territory of California west of the Sierra Nevada, or California Mountains, shall, with the consent of the people thereof, constitute one State, on the same footing with the original States, but with the constitutional reservation to the United States of all rights of property in the public domains, &c.

And, further, that the Acting Governor of California, so soon as he shall be presented with a copy of this act, shall proceed to lay off convenient districts for the election of delegates to a convention to frame a constitution—the number of delegates to be limited to fifty—every free white male citizen of the age of twenty-one, whether Mexican or American, to be allowed to vote—and the new State, until the next census, to be entitled to one member of Congress.

Mr. Foote also has a bill prepared, which he intends to offer, similar in its features to the substitute of Mr. Douglass, the only essential difference between the two being, that Mr. Foote's provides for the establishment, in the first instance, of a territorial government, while Mr. Douglass's recognizes the existence now of such territorial government.

The consideration of the bill to extend to assignees the privileges granted to soldiers in the location of military land warrants, was then resumed, and a debate again ensued, in which Messrs. Breese, Underwood, Westcott, Badger, Borland, Benton and others participated. The bill was finally recommitted to the committee by which it was reported.

The bill for ascertaining claims and titles to lands in California and New Mexico, grant domination rights, and provide for the survey of the lands therein, was then taken up, and Mr. Breese replied at length to the speech of Mr. Benton made yesterday on the same subject.

When Mr. Breese had concluded, the bill was informally passed over; and, after the consideration and passage of the bill for the relief of Cadwallader Wallace, the Senate went into Executive Session, and soon after adjourned.

In the *House*, several unimportant reports were made from committees.

Mr. Boyd, from the Military Committee, reported back, with an amendment, the bill to extend to commissioned officers, below the grade of Brigadier General, who served in the war with Mexico, the act approved February 14, 1846, to raise for a limited time an additional military force, and for other purposes.

Mr. Thos. B. King, from the Naval Committee, reported a bill to make compensation for the transportation of troops and supplies, for a limited time, over the Isthmus of Panama, and to promote the interests of American commerce, accompanied by a report, in writing, which was read the second time. Committed to the Committee of the Whole on the state of the Union, and ordered to be printed.

On motion, the House went into Committee of the Whole, and resumed the consideration of the Civil and Diplomatic Appropriation bill.

The question of mileage was again debated, and Mr. Murphy, of New York, charged his colleague, Mr. Greeley, with actually receiving more mileage than he (Mr. M.) had received.

Mr. Greeley replied, insisting that he had received his mileage by the nearest traveled route.

Mr. Richardson, of the Mileage Committee, inquired of Mr. Greeley whether he had not himself computed his own mileage, and received his pay upon that computation—and Mr. Greeley admitted that he had.

The committee proceeded to vote on the amendments, but, without final action, rose, and the House adjourned.

CALIFORNIA.—The Boston Traveller contains the following extracts, confirming what we published yesterday:

"Letters have been received by one of our most respectable houses, stating that their agent in California had shipped $260,000 in gold to England, and that there was upwards of *two millions of dollars* ready to be shipped to this city (New York) as soon as vessels could be found to bring it. This amount is independent of the stock held and consigned to other places."

Another letter (from the same source) contains the following extract of a letter dated San Francisco, Oct. 25th, the writer of which is agent of a California house in New York:

"I can't get men even at $15 per day to put up the buildings that I want, and at this rate they will not work over six or seven hours per day. This is not so surprising when I assure you that several persons of my acquaintance who have returned, averaged *one thousand dollars per day* in the 'gold diggins.' Gold is now so much more abundant than money that it is only worth $8 per ounce, payable in coin."

Merchants with capital will make immense fortunes in this way, as the gold dust bought at $8 the ounce, returns to them from Mazatlan in thirty days in the shape of coin, and worth just double its original cost.

A letter received in this city from the gold region, says: "bread is getting to be scarcer than gold." The writer says that those who land on the coast with money in their pockets, do very well, but advises no one to come unless he can calculate upon a surplus after paying for his passage.

DIVIDEND.—The Directors of the "Magnetic Telegraph Company," whose line extends between Washington and New York, at their regular quarterly meeting, declared a semi-annual dividend upon the capital stock of the company, out of the profits of its business for the last six months, of 3 per cent, and 1 per cent. upon the new stock created for the extension of the line across the North River into the city of New York.

☞ THE GEM.—The attractions of the Gem continue to increase. The crowds who frequent that delightful retreat pronounce it one of the most pleasant in the city. In fact it is unsurpassed and unsurpassable, as all who patronize it must admit.

Supreme Court of Louisiana.

Condensed Decisions.....NEW ORLEANS, JANUARY 22.

A clause in a contract of lease by which the lessee binds himself not to sub-lease for a longer term than one year, will be strictly construed against the lessee, and in case of its violation, the lessor may demand the dissolution of the lease. A sub-lease by a lessee for nine months, renewable on the same terms and conditions, from year to year, for the term of the lessee's lease, is substantially a lease for the whole term of the lessee, although new acts may be necessary to be done under the covenant, such as giving notes for the rent of the new term. The Court will not inquire into the motive of such a prohibition, nor whether its breach will injure the landlord. The parties have made the contract the law between themselves. In the sale of leased premises the purchaser succeeds to all the rights of the original owner under the lease.

CORDEVIOLLE & LACROIX *vs.* CLADIUS REDON—No. 1047 in the Supreme Court—*Appeal from the Fourth District Court of New Orleans*...SLIDELL, J...Defendant, by his contract, bound himself not to sub-lease any part of the premises for more than one year, without the consent of the lessor. He leased to Brown & Brooks a portion of the premises for nine months, taking monthly notes for the rent, with a covenant to renew the lease, on the same terms and conditions, from year to year, for the residue of his own lease, which then had about three years to run. It does not appear that this sub-lease had been rescinded before the institution of this suit. By art. 2696, C. C., the landlord may, by the terms of the lease, forbid the lessee to underlease. "The interdiction," says the Code, "may be for the whole or for a part; and this clause is always strictly construed"—"cette clause est toujours de rigeur." The language is taken literally from the Napoleon Code; and the interpretation which it appears to have uniformly received in France, so far as our researches have extended, is that the prohibition must be construed strictly against the lessee. See Troplong, Contrat de Louage, § 138; Duranton, vol. 7, § 84; Rogron, 1171. Although the lease to Brown & Brooks was not, in direct terms, a lease for more than one year, it was so substantially, so far as Redon was concerned he certainly placed their portion of the premises out of his control for more than one year; nor is there any expression in the lease indicating that the renewal was to be at the discretion or option of the lessees. The fair interpretation of the lease would seem to make the renewal obligatory on both parties, although new acts would be necessary to be done under the covenant, such as giving notes for the rent of the new term. The sub-lease was in violation of the prohibitory clause, and this violation gave the plaintiffs a right to demand a dissolution of the lease. Such is the right reciprocally given to landlord and tenant, if either violate the contract. C. C., 2700. If there be any hardship it is of the party's own making. Having assented to the prohibition, he has made the contract the law between himself and his lessor; and we are not permitted to inquire into the motive of the prohibition, nor whether its breach will injure the plaintiff. The lease was made by the City Bank to Redon, and the plaintiffs subsequently bought the property from the lessor. By so doing they succeeded to the rights of the Bank under the contract. We have no right to consider the reservation, as to consent, personal to the Bank. In the absence of a stipulation to the contrary, the entire contract was assignable by the lessor. Judgement affirmed, with costs. [The judgement of the lower Court annulled the lease, dated 31st March, 1845, by the City Bank of New Orleans to Cladius Redon, restoring the possession of the leased property to the plaintiffs, and delivering the unpaid notes filed in Court to defendant, on his paying the costs of suit.] A. Bodin, for plaintiffs and appellees; L. Eyma, for defendant and appellant.

When limits between adjoining proprietors are fixed judicially, it must be done by a sworn Surveyor of the State. It is the duty of a Judge having cognizance of suits in relation to limits, to appoint surveyors to inspect the premises, and the decision should be according to the titles and plans presented. When limits have not been thus ascertained, the Court ought not to determine the titles of the parties.

JOHN MCDONOGH *vs.* J. B. DEGRUYS, *et. al.*—No. 1007 in the Supreme Court.—*Appeal from the Fifth District Court of New Orleans*.....ROST, J.....This purports to be an action of boundary. The plaintiff sets forth his title to a tract of land alleged to adjoin lands of the original defendant, Degruys, and prays that the boundaries of their respective possessions may be established. The defendant answered, alleging title in himself, and denying the title or possession of the plaintiff to any land adjoining his own. After issue joined, the plaintiff obtained an order of survey, which has never been executed. Degruys having subsequently died, his legal representatives were made parties defendants. They filed an answer, denying generally the allegations of the petition, but acknowledging that their land was bounded on both sides by lands of the plaintiff. Their prayer was that the suit be dismissed, or if there should be judgement in favor of the plaintiff, that he be adjudged to pay them $10,000, the alleged value of their improvements. The parties went to trial without having caused their boundaries to be ascertained and marked by a sworn surveyor, and the Court, finding itself unable to arrive at any satisfactory conclusion in relation to them, dismissed the action. The Court, at the same time, decreed the defendants to be the owners of the land described in their answer. The plaintiff appealed. When limits are fixed judicially, it must be done by a sworn Surveyor of the State. C. C., 829. It is the duty of the Judge who has cognizance of suits on the subject of limits to appoint surveyors to inspect the premises in question. The Court, on their report, ought to decide according to the titles of the parties, and the plans which shall have been presented to the Court. C. C., 837. These dispositions of the Code have not been complied with. It was the duty of the Judge to require the report of the Surveyor, and he should not have passed upon the case until the plans made by that officer, in execution of the order of survey, were brought into Court. The Court further erred in passing definitively upon the title of the defendants. This was not asked by either party, and the uncertainty which prevented the Court from determining the boundaries of the plaintiffs' land, must also exist in relation to those of defendants' possessions. This case must be remanded. It is therefore ordered that the judgement in this case be reversed, and the case remanded for further proceedings, in conformity with the opinion of the Court. The defendants and appellees paying the costs of this appeal.—C. Roselius and A. Hennen for plaintiff and appellant; L. Janin for defendants and appellees.

The Municipal Councils of New Orleans are authorized, under the City Charter, to employ physicians and apothecaries, to afford aid and provide medicines for the indigent sick. Such a power is within their police powers, and is an essential part of municipal government. A physician employed to render his professional services to the indigent sick, under an ordinance of the Municipal Council, may, in the absence of a contract, recover what his services are proved to be worth.

RAMON VIONET *vs.* MUNICIPALITY NO. ONE—No. 1058 in the Supreme Court....*Appeal from the First District Court of New Orleans*...Eustis, C. J...Plaintiff, a practicing physician, sues the First Municipality for $550, for professional services rendered the indigent sick of the 5th District [Ward?] during the epidemic of 1847. The Council passed an ordinance on the 9th of August, of that year, authorizing the Aldermen of each District [Ward] to select for their respective Districts two physicians and two apothecaries, who were to give aid and provide medicines for the indigent sick during the prevalence of the epidemic. This ordinance was afterwards repealed, the repeal to take effect from the 1st of November next ensuing. Plaintiff was selected by the Aldermen of the Fifth District, [Ward,] under this resolution, and performed his duty in attending on the sick. The Council, by a resolution, allowed to each of the physicians thus employed $2,00, as a compensation for their services, which they accepted, with the exception of plaintiff. The District Judge gave plaintiff judgement for this sum only, and he has appealed. The lower Court was satisfied, from the evidence, that plaintiff was entitled, for his services, to a larger sum than that given by the judgement, but was not satisfied that the government of the Municipality had the power to authorize the employment of plaintiff, or to appropriate the corporate funds to the payment of his claim. The statutes referred to by the counsel for the plaintiff, we think, give full power to the Mayor and Council of the Municipalities to relieve the indigent sick. It is a constituent power, we believe, of municipal corporations to provide for the poor who are unable to labor, and, during the prevalence of an epidemic, there is none the exercise of which is more imperative than that of furnishing medical assistance to those who are unable to procure it themselves. The provision of hospitals for the indigent sick is within the police powers of cities. The power has been exercised by the former corporation of New Orleans, and, we believe, is admitted by all writers of authority to be an essential part of municipal government. 1 Blackstone's Commentaries, 131, 360. Domat, Droit Public, liv. 1, tit. xvi, sec. 1, §vi. The mode of assistance adopted by the Council, of taking care of the indigent sick where they are found, is certainly not less legal than congregating them in hospitals. Finding nothing in the employment of plaintiff for his professional services to which any legal objection exists, the question before us is as to the amount due him. It would be unjust to graduate the compensation due to the plaintiff by the allowance to the other physicians, unless it were ascertained that the allowance was adequate to the services rendered. That it was not, is proved by the testimony of a respectable medical gentleman. Besides, the difference of the extent and population of Districts, [Wards,] and the condition of the streets, in the suburban parts, make a great difference in the time and labor required from a physician attending the sick. The plaintiff was employed without any contract or understanding as to his compensation. He is entitled to recover from the defendant what his services are proved to have been worth. The evidence shows that they were worth the sum of $450. The judgement of the lower Court was accordingly reversed, and judgement rendered for plaintiff, against defendant, for $450, with interest from judicial demand, and costs in both Courts.—J. Foulhouze for plaintiff and appellee; R. Preaux for defendant and appellant.

Money deposited with the Sheriff, by one not a party to the suit, conditioned that it shall be restored to him on his furnishing security in a case of provisional seizure of a vessel, cannot be retained by the Sheriff after the provisional seizure is dismissed.

JAMES MEDD *vs.* WM. DOWNING AND D. S. DEWEES—No. 1008 in the Supreme Court.....*Appeal from the Third District Court, Parish of Jefferson*....EUSTIS, C. J.... On the 12th of July, 1847, plaintiff deposited with defendant, Dewees, Sheriff of the Parish of Jefferson, $325, as security for the release of a raft of timber which the Sheriff had seized in the suit of Downing *vs.* Russell, which sum was to be restored to him on his giving security according to law, and took from him a written receipt to that effect. The writ of provisional seizure under which the raft had been taken, was, on motion, set aside, and the raft released from seizure. Medd, the plaintiff, had intervened in the suit of Downing *vs.* Russell, and claimed the raft as his property; but it being released, there was nothing on which his intervention in that suit could rest, and it was accordingly dismissed. Judgment was rendered in that suit for $250 and costs, in favor of the plaintiff, Downing. Medd has sued to recover from Dewees the amount deposited with him as security for the release of the raft. The District Judge dismissed the plaintiff's petition, on the ground that he had failed to show a compliance with the condition of giving security, as stated in the receipt; and the plaintiff has appealed.

The amount deposited by the plaintiff in the hands of the Sheriff, to effect the release of the seizure of the raft, must be considered as received and retained by that officer under art. 3054 C. C., which authorizes the receipt of money by public officers on deposit in lieu of security, in cases in which security is required to be given. The property having been released from seizure, the Sheriff can no more keep the amount deposited than he could recover in an action against the plaintiff, had the latter given his forthcoming bond for the raft, instead of having made the deposit.

The defendant, Dewees, alleges as a ground for defence, that he has seized the money under a *fi. fa.* issued in the suit against Russell; but there is no evidence showing that the money was Russell's.

There is nothing in the bill of exceptions taken to the exclusion of evidence by the District Judge. The judgment of the lower Court was accordingly reversed, and plaintiff adjudged to recover from defendant, D. S. Dawees, the amount of the deposit, $325, with interest from judicial demand and costs in both courts. E. Hestand, for plaintiff and appellant; Elliot, Dugue and F. B. Conrad, for defendant and appellees.

Under the Statutes of Feb. 13, 1816, and March 26, 1835, in relation to slaves carried away in vessels, against the consent of the owners, no damages can be recovered against the owners of the vessel unless the testimony renders it probable a conviction would take place were the Captain on trial in a criminal prosecution. Those Statutes are highly penal and should not be harshly construed.

GEORGE A. BOTTS *vs.* HUGH D. COCHRANE—No. 1013 in the Supreme Court—*Appeal from the Fifth District Court of New Orleans*...SLIDELL, J..."A slave belonging to plaintiff ran away from him and secreted himself on board of defendant's steamer, then about leaving the city on her voyage up the river. The boat left New Orleans in the afternoon, and some time in the evening the slave was discovered by the mate. Early the next morning the boat arrived at Baton Rouge, when the slave, who had been confined during the whole night, was placed in charge of the wharf-master, who had him put in jail there and advertised as a runaway. All the intermediate jails were passed in the night time. Plaintiff recovered his slave about four months afterwards, receiving him from the jailor at Baton Rouge; and brought this suit to recover from defendant the expenses incurred in searching for and regaining possession of the slave, and the value of the slave's time, at $2 per day." After quoting the act of Feb. 13th, 1816, (R. and C., 253,) sections 1 and 5, and the act of March 26th, 1835, (R. and C., 846,) extending the liability for damages to the owner of the vessel for the acts and omissions of the master, contemplated in the Statute of 1816, the Court proceeds: "As the liability of the owner only accrues where the master would be subject to the pains and penalties of the act of 1816, we will examine the effect of the Statute as though the steamer's Captain were under prosecution under the 5th section of the act of 1816. If he could not be subjected to imprisonment at hard labor for a term of three years, the vessel's owner cannot be made liable in the suit. The Statute is highly penal and is not to be harshly construed. It must receive a reasonable construction—such as will accord with the intention of the Legislature. That intention was the protection of the slave-owner and the accomplishment of the restoration of fugitives. The injunction upon the master of the vessel, who discovers a fugitive slave on board, to land him at the nearest place, is, we think, substantially obeyed by landing him at the nearest place where it can be done with reasonable facility and in such mode as may be best calculated to ensure his safe custody. It seems to us it would be unreasonable to require the Captain to stop in the night, no matter where it might be, and go on shore to search for a justice, or an inhabitant, when by proceeding on his voyage until daylight he would reach a principal town of the State, where he would be sure to find the means of providing for the safe keeping of the slave and giving publicity to his elopement. We cannot resist the conviction that the Captain acted in good faith and in the exercise of a sound judgement, under the circumstances, for the protection of the owner. No jury, we conceive, would find a verdict upon an indictment against a Captain upon such facts; nor do we think a Court could properly instruct them that it would be their duty so to find." The judgement of the District Court, in favor of defendant, was therefore affirmed with costs. J. T. Preston, for plaintiff and appellant; Michel and Buins, for defendant and appellee.

When the transcript of appeal is not filed within three days after the return day and no extension of time has obtained, the appeal will be dismissed.

IN THE MATTER OF THE NEW ORLEANS IMPROVEMENT AND BANKING COMPANY, praying for a surrender of Charter—J. CORNING & Co. *et al.*, appellees.....*Appeal from the Third District Court of New Orleans*....SLIDELL, J.

EZRA HIESTAND *vs.* EDWARD WILCOX *et al.*.....*Appeal from the Second District Court (Parish of Plaquemines*....SLIDELL, J.

[This doctrine has been so repeatedly recognized, that it would be useless to report these cases.] P. S. W.

[To be continued.]

VIRGINIA—*Official Vote.*—The official vote of the Presidential election in Virginia has just been announced, and is as follows: For Cass, 46,571; for Taylor, 45,023. Majority for Cass, 1548.

PENNSYLVANIA.—Robert L. Johnston, of Cambria county, has been nominated for State Senator, in place of W. F. Johnston, elected Governor.

☞ The Democratic State Convention of Connecticut will be held at New Haven on the 22d of February, proximo.

THE LATEST HOAX.—Within the last two weeks (says the Philadelphia Ledger of the 15th) a highly imaginative genius, representing himself to be the son of Mr. Lister, the proprietor the St. Charles Theatre of New Orleans, made his appearance in our midst, and though of an ordinary appearance, and apparently possessing but little address, he has managed to delude at least a hundred persons into the belief that he was the person he pretended to be. He called upon Mr. Michael Pray, the owner of a large lot of ground in Fourth street, between Brown and Poplar, on part of which a circus has recently been built, and negotiated with him for the purchase of the whole property. Lister, after agreeing to his terms, delivered a check for $500 upon the Bank of North America as an earnest of the bargain. [Messrs. Ludlow & Smith are the proprietors of the St. Charles Theatre.]

☞ The second robber, or the accomplice of Wingate, in the Augusta Bank robbery, has been arrested. He is the brother of the first one arrested. $500 more of the stolen money was recovered.

Arrivals at the Principal Hotels Yesterday.

VERANDAH....S R Bond, N O; H M Markham, Ind; C B Bayliss, Dr Gilpin and lady, La; John K Smith, James F Nash, Pattersonville; Geo R Gardiner, Coast.

ST. CHARLES....D Clock, Mobile; Chas B Wilson, England; J H Jones, Ala; M H Ashull, Miss; F Schurlis, St Croix; Horatio Davis, Mass; Samuel McCutcheon, La.

ST. LOUIS....Jas N Loushett, N Trudeau, F E Dreyfous, N O.

HEWLETT'S....R H Foster, DeSoto; H C Cook, Franklin, La.

PLANTERS'....H Sims, Miss; H E Woodard, H M Woodard, Ala; John B Davis, Ky; L L Sutherland; James Morrison, Canada; F W Martin, Washington City; Thos Claiborne, Ga; E A Paul, Jas H Fickett, Chas F Reed, Edward Austin, C W Gleason, Thomas M Gridley, G H Baker, John L Reed, Chas Liscan, Jonathan Gavett, T H Haskin, Edward Kitteridge, Boston.

☞ The Proprietors and Editors of the SUN OF TEMPERANCE, having found it necessary to discontinue the publication of their paper, in consequence of the prevailing epidemic, request all persons indebted to them to make immediate payment to Mr. MARK F. BIGNEY, who is duly authorized to collect all bills due the office. Mr. Bigney will be in attendance for a few days at the store of M. C. Sale & Co. 17 St. Charles street. 1a5

☞ Penmanship—No. 29 CHARTRES street.—RUFUS DOLBEAR'S WRITING ACADEMY, (opened in this city in 1822.) Hours, 9 to 11 A. M. and 4 to 8 P. M.

A class meets three times a week, at my residence, corner of Magazine and Race streets; another in Mr. Williams's, corner of Camellia and Ferdinand streets.

Pupils from six to sixty years of age received. All are desired to attend till a finished hand is established.

DOLBEAR'S pens fine GOLD PENS for sale.

BOOK-KEEPING CLASS meets daily. ja24tf

PARTICULARLY INTERESTING TO THE LADIES.

In consequence of the late epidemic, we have on hand a large stock of rich and elegant

FANCY DRY GOODS and MILLINERY,

and having commenced the receipt of our stock of

SPRING GOODS,

we are compelled to make room for them, by offering great inducements to purchasers. Therefore, during the week, we will sell any or all we have at such a reduction of prices as to make it an object to those in want of such Goods to call and examine before purchasing elsewhere.

As we have to *pay for our Goods*, we do not pretend to sell them at *half cost*, neither will we pay so poor a compliment to our customers as to suppose they will believe those who pretend that they do business for the benefit of the public. But this we *assert*, and challenge an investigation: that the *quality* and *prices* of our Goods will compare favorably with those of any other establishment in the city.

Our stock consists of Rich Dress SILKS, CASHMERES, DE LAINES, MUSLINS, BAREGES, Fine CLOAKS and MANTILLAS, of Velvet, Cashmere and Silk; every style and variety of price of BONNETS. Also, TOILET ARTICLES, PERFUMERY, FANS, PURSES, etc. etc. Also, a full stock of FANCY GOODS. ja24 2tp D. F. WAYMOUTH, 17 Chartres st.

A Dialogue in the 58 Camp Book-store.

Gentleman. Good morning, sir. Have you any of DONIPHAN'S CALIFORNIA BOOK on hand?

Book-seller. Yes, sir.

Gentleman. What do you ask for it?

Book-seller. One Dollar.

Gentleman. Well, that is very cheap. I will take that copy. It is really a book worth having, containing, as it does, a life of Col. Doniphan, with portraits and maps. Apart from the fact that now all books about California and New Mexico will sell, it is intrinsically valuable, as it is written by an educated gentleman. This likeness of Gen. Price is first rate.

Also for sale at the same store —

CHARLOTTE ELIZABETH'S COMPLETE WORKS.
HANNAH MORE'S COMPLETE WORKS.
MRS. E. F. ELLET'S WOMEN OF THE REVOLUTION.
MISS CAROLINE MAY'S FEMALE AMERICAN POETS.
GEORGE BETHUNE'S BRITISH POETS; and many other Valuable Books.

ja24 1t D. WOODRUFF & CO. 58 Camp street.

SCHOOL BOOKS—SCHOOL BOOKS.

For sale at No. 49 CAMP street,

J. H. BECHTEL & CO.

HAVE constantly on hand and for sale as above, a large and fresh stock of all the latest and most popular SCHOOL BOOKS among which will be found the following, in quantities:

McGuffey's Eclectic Readers.	Olney's Geography and Atlas.
Goodrich's New Series of do.	Comstock's Philosophy.
Webster's Elementary Spellers.	Draper's Chemistry.
Walker's School Dictionaries.	Mrs. Swift's Philosophy; 2 parts.
Webster's School Dictionaries.	Botany for Beginners.
Elements of Mythology.	Morse's School Geography.
Mitchell's Geography and Atlas.	Pinnock's Goldsmith's Histories.
Mitchell's and Parley's Primary.	Town's Spelling Book.
Smith's Arithmetic.	Emerson's First and Second Parts.
Smith's English Grammar.	Bullions's English Grammar.
Russell's School Histories.	Bolmar's French Phrases.

Together with all the other SCHOOL BOOKS in use. Merchants having orders to fill for their country friends, as well as Country Merchants, are requested to call. ja23 3dltW

CLOTHING AT COST.

To close our Winter Goods, we offer the balance of our stock of

Fine and Fashionable Winter Clothing,

AT COST, *FOR CASH*, comprising an elegant and well-selected assortment of Fine Goods, made in the best manner, and of all the most fashionable styles

DRESS COATS: of Black and Blue French Cloths.
FROCK COATS: of Brown, Olive, Blue and Black Cloths.
SACK COATS: of Black and Fancy Cloths and Tweeds.
SACK PALETOTS: of Black and Fancy Cloths and Tweeds.
OVERCOATS and CIRCULAR CLOAKS.
OPERA SACKS.
PANTS: of Black and Fancy Cassimere.
VESTS: of Black Satin and Cassimere, Fancy French Cassimeres, Fancy Satin and Silk, White Marseilles, very rich Ball Vests.
DRAWERS: of Silk, Merino, Lambs' Wool, Flannel, Cotton, Linen, etc. etc.
UNDERSHIRTS: of Silk, Merino, Lambs' Wool, Flannel, Cotton, etc. etc.
ROBES DES CHAMBRES: of various styles and qualities.
GLOVES: Jouvin's Kid of all colors, Merino, Silk, Cassimere, Buckskin, etc.
CRAVATS and SCARFS: a beautiful assortment of choice and new style goods.
POCKET HANDKERCHIEFS, Hall Hose, Suspenders, Umbrellas, Trunks, etc. etc., and all articles pertaining to a gentleman's wardrobe.

NORRIS & WAY, 22 CAMP street,

ja23 2tp1 corner of Common, under Hewlett's Exchange.

"MORE GRAPE."—The members of the Bar at Mobile had their annual dinner at the Waverley on Saturday. G. N. Stewart presided, assisted by Percy Walker.

Among the guests was Col. Braxton Bragg, whose services on the field of Buena Vista and in other Mexican battles, have won him so much renown. On being toasted, the Colonel made a neat reply, in which he took occasion to speak modestly of his own individual claims, and eulogized in the highest terms the materials of the army, the rank and file, by whom our battles are won, for which their leaders carry off so exclusively the whole of the glory.

In the course of these remarks, Col. Bragg corrected the popular story which associated his name so much with the political campaign of last summer, during which he figured in so many pictures with a scroll, upon which was painted the celebrated order said to have been given him by Gen. Taylor at Buena Vista—"A little more grape, Captain Bragg." The Colonel stated this as a fancy sketch altogether—no such occurrence took place on the field of battle, and the first he heard of this famous order was by newspapers from the United States. He added, that many events and much reputation, as they exist in the popular mind here, had no other origin than this same inventive faculty of the press and its correspondents.

ANOTHER VETERAN GONE.—Mr. Henry Ackerman, on Saturday, 5th inst., died at his residence in New Durham, in Bergen county, N. J., at the advanced age of 100 years. Mr. Ackerman served a portion of his younger days in the revolution, and was the oldest inhabitant of his township and probably of the State.

☞ The State debt of Michigan is $2,849,935 05.

S. of T....Meetings This Evening.

LOUISIANA COUNCIL No. 1, T. A. & S. Templars S. of T. at Temple Hall, 58½ Canal st.

PELICAN DIVISION No. 1, at Pelican Hall, cor. Common and St. Charles sts., at half-past 7.

OCEAN DIVISION No. 2, at Unity Hall, Marigny Buildings, Third Municipality, at half-past 7.

JEFFERSON DIVISION No. 10, at Gretna, at half-past 7.

Auction Sales This Day.

MORPHY & NEVIUS will sell, at 10 o'clock, at 57 Magazine street, Boots, Shoes, Hats, Caps, etc.

R. M. ARMFIELD will sell at the store of Jasper F. Smith, 7 Canal street, Dry Goods, Hats, Boots, Shoes, etc., without reser