The Daily Crescent.

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THE DAILY CRESCENT.

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NEW ORLEANS:
THURSDAY MORNING, FEBRUARY 15, 1849.

A Conscientious Man.

It is refreshing now and then to hear of the reforming effects of conscience on men's conduct. We never hear of a case of money anonymously returned, or property restored, but that we feel better for it, and entertain a higher opinion of mankind. It is not often, however, that we can record a case of conscience so natural, and we suspect, frequent, as the following, the humble subjects of such scruples modestly prefering to keep their good deeds from the public gaze: By the Constitution of Mississippi, in days past, it was forbidden to bring slaves into the State for sale; but like most other constitutional provisions this was construed, as our Supreme Court has declared that all Constitutions should be, 'according to the wants, interests, and convenience of the people for whom they are formed,' that is, it was generally disregarded. A slave trader named Jones, from Virginia, brought into Mississippi, for sale, some forty likely slaves, and cotton being fifteen cents a pound, he found for them a ready market; in fact, they were all purchased by one gentleman, who delighted in the name of Brown. By the terms of the sale, Brown paid one-fourth cash, and was to pay the balance in instalments of one-fourth yearly. Shortly after the purchase, Mr. Brown was elected a justice of the peace, and discharged the duties of the station with commendable intelligence and uprightness. The year passed off, and Jones drew a draft on his vendee for the instalment due, which was returned protested. He immediately paid a visit to his debtor, whereupon the following dialogue took place:

Jones.—Well, Mr. Brown, you did not meet my draft.

Brown.—No.

Jones.—But I suppose you can pay me the money due on the slaves now?

Brown.—Indeed, I cannot.

Jones.—Why? Have you met with any losses or misfortunes, that you are unable to pay?

Brown.—No. My affairs were never more flourishing. I made an excellent crop last year, and have every prospect of a good one this, and the price of cotton is still going up. But I don't think I ought to pay you.

Jones.—For what reason? Are not the negroes good?—have you any fault to find with them?

Brown.—Oh, no! They are as likely a lot as ever were sold, and worth much more than I agreed to give for them. But the fact is, things are different now from what they were then. When I bought them I was pretty much the same as my neighbors, and didn't care much for the Constitution and the law; but since I have been elected a Justice of the Peace, and have taken a solemn oath to support the Constitution which forbids slaves being brought and sold into the State; the transaction between you and me was contrary to this plain article, and I can't, without violating my oath, carry the matter any further. I can't conscientiously be a party to an unlawful act, which I would be by paying you for the negroes you had no right to sell. Regard for my oath and duty to my country alike forbid it.

Jones.—Well damn me! if you are not the greatest fool or the damn'dest scoundrel in existence! If your cursed conscience won't let you pay me, give me back my negroes.

Brown.—Mr. Jones, there is no use of harsh words, and though I am grieved at the violence of your expressions, I forgive you! As to returning the negroes, I can't think of it. You would go and sell them to some one else, in violation of the Constitution which I am sworn to support, and I would, by putting it in your power to do so, be equally guilty with yourself. I cannot be an accomplice in such a transaction, Mr. Jones! What honest man could? No, never!

This was too much for Jones, his fury overcame him, and we are sorry to say that he knocked Squire Brown down; but the squire was an athletic man, and in the fight that followed, Jones was conquered with much damage to his right eye, and the loss of a part of his nose. Finding no satisfaction from taking the law into his own hands, he applied to the courts for the recovery of his debt, but the learned judges decided that the original contract being illegal, against the policy of the State, and in violation of positive law, the claim of the plaintiff could not even be considered. Jones paid lawyer's fees and costs, and Brown and conscience triumphed.

☞ As prophecy is the order of the day, Blackwood's Magazine having discovered some very remarkable prophecies of the past and present French revolutions, we give the following from the Home Journal as an offset:

In one of Cicero's Fragments the following remarkable sentence occurs—written some eighteen hundred years ago: "Far across the ocean, if we may credit the Sibylline books, and after many ages, an extensive and rich country will be discovered, and in it will arise a hero, who by his counsel and arms, will deliver his country from the slavery by which she was oppressed. This shall he do under favorable auspices; and oh! how much more admirable will he be than our Brutus and Camillus! These predictions were known to our Accius, and embellished with the ornament of poetry." Can any one doubt the allusion here to our country and our Washington?

CONSOLATION.—"Well, how do you like the law!" said a friend of ours to a young student. "Oh! it's rather dull," responded the young gentleman. "Never mind my friend, if you stick to it you'll be sure in time to get the *hang* of it."

EL DORADO.—We observe that some of the Magazines which claim literary merit, such as the American Review and Hunt's Magazine, speak of the new gold region as "*El Dorado;*" and the newspapers very generally commit the same error. *El* being the Spanish for *the*, the expression is equivalent to saying *the Dorado.—Boston Traveller.*

The Traveller is exceedingly hypercritical in censuring newspapers for making use of the term "El Dorado." If we chose to be as captious as the Traveller, we would accuse it of ambiguity. What does its criticism mean as it stands? If it means what it says, then we are to understand that the definite article is a superfluous part of speech, and therefore it is incorrect to say "El Dorado"—"The Gilded." If the Traveller means to say it is improper, because involving a tautology, to say *the* "El Dorado," we agree; but why did n't it say what it meant?

☞ J. J. Woodward, of Talladega, has been appointed by the Governor of Alabama, Judge of the Circuit Court, *vice* Judge Stone, resigned.

"I thought the wise men came from the East," said a Western man to a Yankee. "And the further you go West, the more you 'll think so—I *rather guess!*"

[From the Franklin (La.) Banner.]

Parish of St. Mary.

PATTERSONVILLE, CENTREVILLE, AND FRANKLIN.—The first of these three villages is situated on the Atchafalaya, about eight miles from Berwick's bay. It has never, until late, shown much signs of thrift, though its location is such as to justify the opinion that it ought to have been, years ago, a village of five times its present number of inhabitants. It is a point at which the trade of Berwick's bay and numerous bayous and lakes ought naturally to concentrate. It is the stopping place for vessels upon their arrival from sea, and the point of departure for those outward bound. There are several new buildings nearly or quite completed at this place, and others will be erected during the present year. They have several new stores, all of which do a fine business, and another one will be erected in less than six months. Their merchants appear to be men of much energy, such men as are a benefit to any place in which they reside. The village contains two meeting-houses, and a fine seminary, which is nearly completed, and in which two schools will be constantly kept up. The village has every appearance of thrift and improvement, and we have no doubt that it will continue to maintain that appearance.

Centreville is situated twelve miles above Pattersonville, on the Southern side of bayou Têche. It is a small village, but thrifty. It will never make a large place, but it has advantages enough to admit of its growing to treble its present size. Several new buildings will be erected in the village the coming season.

Franklin is situated on the Têche, five miles above Centreville, seventeen miles from Pattersonville, and twenty-five miles from Berwick's bay. It is well situated, and possesses advantages which few villages in the South possess. It is one of the most healthful villages in the South, and with the improvements now under contemplation, it will become far more desirable, as a place of residence, than it ever has been. Strangers visiting our village usually feel much *prepossessed* in its favor—in two years we hope to have it in a condition which will cause them to be *delighted* with it. With a little more public spirit among those who have the means of improving the village, we should see every thing about us in prime order and well conditioned.

We have now three schools, conducted by teachers who occupy a high place in the public esteem; we have, also, three meeting-houses; and we think the Sabbath is more respected here than it usually is in Southern villages. We have a market, which is a matter of considerable convenience to the village, but we have never heard of any one person getting the *gout* by patronizing it. It is a very good cholera *antidote*. Nothing is sold there that would make an epicure's eyes glisten. We have a court-house, where lawyers often strain their wits to clear the guilty—to mistify clear cases, and clear up misty ones—to "pull the wool" over jurors' eyes, and endeavor to make them believe what they themselves disbelieve, and to make everybody believe that the cause they advocate is founded in reason and endorsed by justice and the laws of their country.

We have a jail, which is kept by a portly old fellow, who keeps the cells and different apartments so neat by broom and whitewash, and treats the prisoners so humanely, that some of them have petitioned to stay there after their time was out. Some sailors in *his employ* told him that they never had half so good fare on board of their vessels. We have plenty of merchants and mechanics, two classes that do more to build up villages than all other classes combined. Our merchants lay in ample supplies for the market—they have experience and talent which secure success in their business. * * * * We have mechanics in this place of the best kind of mechanical talent, and we intend to prove to the public that these mechanics should be well patronized, and that much mechanical work which is done at the North should be done here at home. We have an excellent steam sawmill, which can be heard distinctly in the village, and whose incessant clipping and puffing makes our place appear more business-like than it formerly did. Well, these are some of the prominent features in the portrait of this little *burg*. We will now name some of the improvements which will soon be made here. We shall have a new Court-house, which will add much to the beauty of the place. We shall have an Odd Fellows' Hall—a brick building 40 feet high, 100 feet long, 40 feet wide, with an L 40 by 20 feet. The basement story will comprise a dry goods store, an apothecary's shop, and a jeweler's shop. The second story, a ball-room and offices. The third story, the Odd Fellows' Hall. Its cost will be rising $6000.

We shall have a reading room on Main street, containing newspapers from all the States, and all the principal cities in the Union. We shall have connected with this a library of a thousand volumes, and the public will have access to all of these on the most reasonable terms.

We shall have a Hall dedicated to the Sons of Temperance, and a Division of more than a hundred members to cheer it by weekly meetings. We have now forty members, strong in the faith, and warmly devoted to the cause.

We understand that the Masons talk strongly of building a Hall in this place. They are strong enough in numbers and wealth to do it; and we trust they will. If these things are not all accomplished in Franklin, in a reasonable time, you may conclude that we are neither a prophet, nor the son of a prophet.

☞ The NewYork Mirror is mistaken in saying that Mexico calls herself the United States of North America. Her title is, "Estados Unidos Mexicanos"—Mexican United States.

POPULATION OF THE UNITED STATES.—The population of our country increases at the rate of three per cent. per annum. This may be seen by the following table, for which we are indebted to the careful computations of a friend, exhibiting a comparison between the actual census, and the estimated numbers at that rate:

Year.	*Census.*	*Estimation.*
1790	3,929,328	.....
1800	5,309,758	5,280,658
1810	7,239,903	7,096 721
1820	9,638,166	9,537,355
1830	12,866,020	12,817,366
1840	17,063,358	17 225,357
185[illegible]	.....	23,149,308
1860 or 10 years hence	.....	31,115 755
1870 or 20 years hence	.....	41,809,807
1880 or 30 years hence	.....	56,188,571
1890 or 40 years hence	.....	75,512,456
1900 or 50 years hence	.....	101,481 755
1910 or 60 years hence	.....	136 382,398
1920 or 70 years hence	.....	183 285,658
1930 or 80 years hence	.....	246,349 318

The coincidence for so many years between the real numbers and the estimation at three per cent. per annum, is most worthy of remark. The number for the present year, 1849, must be set down at more than 22,000,000. And in 80 years from this time the number of inhabitants in our happy land will be 240,000,000, quite equal to the present population of Europe. What an eventful day is approaching! How widely will future history differ from the past—how solemn the prospect! And it is remarkable what a number of persons now living will live to view the great epoch of 80 years hence. A calculation of the probable number gives the sum at 800,000, more than double the present population of New Jersey. This calculation is made in this simple way. At our last census there were more than 46,000 individuals in the United States upwards of 80 years old. The same proportion among our citizens 80 years hereafter will be more than 800,000.

What are to be the great changes produced by such an increase of population in 80 years? This is a question worthy of the most serious reflection. One of the probable events will be this: the spreading of our population over the whole continent, to the very apex of Cape Horn. Less than 70 years ago, we had not crossed the Alleghanies; now we have overspread the Mississippi Valley; crossed into Oregon, and are flocking into Texas, New Mexico and California. And if we have done all this with our present limited population, how will we spread over the southern plains before our numbers reach 240,000,000.

The absorbing political reflection arising out of these calculations is this: The importance of cultivating right principles and right conduct; sound morality, and wise and enlightened forecast. We *must be progressive;* but let us be conservative of all that is right and good.—*Newark Daily Adv.*

☞ The English have become unpopular in Italy.

Supreme Court of Louisiana.

Condensed Decisions—NEW ORLEANS, Feb. 12, 1849.

The purchaser of the rights and actions of a pupil against his tutor acquires no greater rights than were possessed by the assignor; and the tutor, when sued by such purchaser, can make the same defence, and avail himself of the same means as he could if sued by the pupil himself. In such a case no separation can be made between the debts resulting from the tutorship and advances made to the pupil since his majority....If, after the sale of a litigious right, the defendant continues to contest the suit, raises difficulties as to the plaintiff's right to recover and protracts the litigation, he will not be entitled to the right given by Art. 2652, C. C....

S. G. W. LEFTWITCH ET AL *vs.* MOSES BROWN, TUTOR, *Appeal from the Sixth Judicial District Court, Parish of Iberville*....No. 1209 in the Supreme Court....EUSTIS, C. J....*Per curiam:* "On the 27th of May, 1847, Walter Brown, for the consideration of the sum of five hundred and fifty dollars, acknowledged to have been received by him, assigned to the plaintiffs all his rights and actions against the defendant, his former tutor. The assignment purports that these rights and actions were pending in a suit then existing in the Court of the Sixth District for the Parish of Iberville. Under this assignment, the plaintiffs instituted their suit against the defendant for an account of his tutorship of Walter Brown, and claim judgment against him for the sum of $1949, with interest, etc.

The defendant, in his answer, sets up various charges against the assignor, Walter Brown, his former pupil, all of which occurred previous to the assignment to the plaintiffs. The District Court gave judgment for the sum of $1445 35, with interest from the 1st of March, 1825, and a legal mortgage on the property of the defendant. The defendant has appealed. The plaintiffs have remitted the interest accruing previous to January 1st, 1845, the day of the majority of Walter Brown.

On the trial of the cause, a bill of exceptions was taken to a decision of the Court, refusing to receive evidence of certain matters set up in the defendant's answer, on the ground that such matters could not be pleaded in compensation on account of their being unliquidated, or set up in reconvention against the demand of the plaintiffs. We are of opinion that the plaintiffs by their purchase, have acquired no greater rights against the defendant than the assignor, Walter Brown, had at the time it was made, and that the defendant can make in this suit the same defence and avail himself of the same means, as he could if the suit were brought by Walter Brown himself. The action is one of account for the tutorship, and if the defendant has become the creditor of his former pupil by any advances to him since his majority, it is clear that he has diminished his debt for so much. The separation of the debt resulting from the tutorship from that contracted since, according to the opinion of the District Judge, we think inadmissible. The accounts between Walter Brown and the defendant up to the time of the purchase of his right by the plaintiffs, which are all equally unliquidated, must be settled, and the balance is due by the defendant to the plaintiffs; 12 Duranton, *Droit Francais*, 508, 509, 7 Toullier, *Droit Francais*, 392. We think the Court erred in refusing to admit the evidence offered, as stated in the bill of exceptions.

But the defendant pleaded that the assignment of his right and action by Walter Brown to the plaintiffs was the sale of a litigious right, and that he can be released by paying to the plaintiffs the price they paid, with interest, under the article 2652 of the code. The defendant insists on his right to have the benefit of this plea on the final judgement to be rendered, and that, in no event can he be adjudged to pay a larger sum than the plaintiffs paid for the claim assigned him.

The laws *per reasa* and *ob anastatio, C. mandati*, on which the articles of our code, concerning litigious rights are founded, have no other object than the prevention of unnecessary litigation, which is attained in a great measure by the check they impose on the cupidity of speculators in law suits. They enable the defendant to take the place of the purchaser of the suit against him, by paying the price he has paid for, with the interest, when the litigation is ended and the object of the law attained. But if, as the defendant has done in this case, he continues to contest the suit, raises difficulties as to the right of the plaintiff to recover his debt, and protracts the litigation, he evidently defeats the very object of the law, and cannot avail himself of the provision which the law has established in his favor for the purpose of terminating litigation. To permit him to do it would be to defeat the very object of the law. Pothier, *Contrat de Vente*, 596, 597; Merlin, Rep., *Verbis Droits Litigieux*. It is therefore ordered that the judgement of the District Court be reversed, and that the cause be remanded for further proceedings, to the instance of the District Judge to receive the evidence offered by the defendant, as set forth in his bill of exceptions, and that the plaintiffs pay the costs of this appeal." J. W. Jones for plaintiffs and appellees; H. J. Deblieux for defendant and appellant.

A judgement in favor of a creditor, on a tableau of distribution of a succession, is not prescriptible by less than thirty years. Where it is shown that the funds of a succession would have been sufficient to satisfy a creditor's judgement if the administrator had collected from his wife the sum due by her to the succession for property by her purchased, the administrator will be personally liable.

ISAAC T. PRESTON, EXECUTOR *vs.* AUGUSTE CHRISTIN *et al.—Appeal from the Sixth Judicial District Court, Parish of Iberville*—No. 1204 in the Supreme Court....SLIDELL, J....*Per curiam:* "The defendants, administrators of the succession of Bahamonde, filed a tableau of distribution in the year 1833, in which, after stating the debts and assets, they exhibited a balance of a certain sum to be divided among the heirs. Upon this tableau, Layton was recognized as a mortgage creditor for $1700, with ten per cent. interest. The allowance of interest was opposed; and this opposition having been sustained, the tableau was finally homologated, thus leaving Layton a mortgage creditor for $1700. For this amount the present action is brought, and the prayer of the petition is for a joint judgement against the defendants, personally, and in their capacity of administrators, for the sum of $1700, with interest from the date of homologation. This action was not brought until 1848, and the defendants contend that they are protected by the prescription of ten years.

The homologation of the tableau was a judgment in favor of Layton, which, so far as the succession was concerned, was not prescriptible by less than thirty years. We cannot perceive how the defendants can be permitted to invoke a shorter prescription, while they remained the official representatives of the succession, and had obtained no judicial discharge. The defendants say that in point of fact they had not received the funds to pay the plaintiff. If they did not, it was their own fault. Their wives bought a large portion of the property of the succession, and the defendants, if they chose to deliver them the property sold, without receiving its price, did so at their own risk. The defendants claim credit for various alleged payments. The only payment which we consider proved is one made by the delivery of a quantity of sugar to Layton. The jury appears to have allowed for this a credit of $540. The application of the appellee to strike off this credit comes too late. An answer to the appeal praying for amendment was filed, which was seasonably filed by the plaintiff. In that answer the plaintiff expressly acknowledged that the only error in the judgment of the court below was with regard to the items there specified. The supplemental answer to the appeal, which he afterwards prayed leave to file, was inconsistent with the first answer, and was also inadmissible under the 890th article of the Code of Practice. We think the jury improperly allowed a credit for $580 for an amount which the defendants contend had been collected by the plaintiff's agent from the estate of Guidry. Davis, who received that sum, is proved to have received it in his capacity of administrator of Guidry's estate but there is no proof that as administrator he was authorized to pay, or ever did pay, it to Layton, or had ceased to hold it as administrator, and held it as Layton's agent. The plaintiff is entitled to interest from the date at which the defendants were put in default. It is therefore decreed that the judgment be reversed, and that the plaintiff recover of the said defendants, Auguste Christian and Valery Duplessis, the sum of $1080, with interest from the 16th August, 1842, and costs in both courts." I. T. Preston for plaintiff and appellee; Z. Labauve for defendants and appelants.

When a party, interrogated upon facts and articles in relation to a verbal contract to transfer real estate, denies the contract, his answers cannot be contradicted by parol evidence; nor is parol evidence admissible to prove such a contract in an action of damages for a breach of it.

NORBERT MARIONNEAUX *vs.* WM. E. EDWARDS.....*Appeal from the Sixth Judicial District Court, Parish of Iberville*....No. 1208 in the Supreme Court....ROST, J....*Per curiam:* "This suit was brought to recover damages for the alledged breach of a contract to transfer real estate. The petition sets forth that on the 18th July, 1845, a tract of land of six arpents front by forty in depth, lying in the rear of the plantations of the plaintiff and defendant, was sold at probate sale, and that the defendant had agreed with the plaintiff to purchase the land in his own name, and when the plaintiff was ready and willing, the defendant was to transfer and sell to him the land lying in the rear of his plantation at the same price per arpent at which the whole tract should be purchased; that the defendant did buy the land, but when called upon to comply with his contract, refused to do so, in consequence of which refusal the plaintiff alledges he has sustained the damages claimed.

The defendant denied all the allegations of the petition and pleaded the prescription of one year, in bar of the action. There was judgment as of nonsuit, and the plaintiff appealed. The contract alledged in the petition, not having been reduced to writing, the plaintiff interrogated the defendant on oath in relation to it, under art. 2255 C. C. The answers of the defendant, though perhaps not in all respects satisfactory, negative the contract alledged, and the plaintiff offered witnesses to disprove them and to substantiate his allegations. This testimony having been objected to and rejected, the plaintiff took a bill of exceptions. We are of opinion the District Judge did not err. When a party interrogated upon facts and articles in relation to a verbal contract to transfer real estate, denies the contract, his answers cannot be contradicted by parol evidence; nor is parol evidence admissible to prove such a contract in an action of damages for a breach of it. Bach *vs.* Hall, 3 L. R. 116; Baudac *vs.* Conrey, 10 Rob R. 468; Breed *vs.* Guay, 10 Rob. R. 35; Patterson *vs.* Blow *et al.*, 4 L. R. 374. The plaintiff having failed to make out his case, it is unnecessary to notice the plea of prescription. The judgment is affirmed with costs."....H. J. Debieux for plaintiff and appellant; W. E. Edwards in p. p. for defendant.

GALBRAITH & GREENFIELD, *vs.* JAS. O. DAVIS.....*Appeal from the Fourth District Court of New Orleans*....EUSTIS, C. J.—Judgment affirmed with costs.

J. B. LANDRY *vs.* PETERSON & STEWART.....*Appeal from the Fourth District Court of New Orleans*....SLIDELL, J.—Judgment affirmed with costs.

ELIZABETH BLANCHARD, ET. AL., *vs.* JULIEN ALLAIN, ET. AL.....*Appeal from the Sixth Judicial District Court, Parish of Iberville*....ROST, J.—The Judgment of the lower Court was affirmed the Supreme Court reiterating the doctrine recognized in Marsh vs. Smith, 5 Rob. R. 418—McMinn to act on that belief, so as to alter his own previous position, the former is concluded from averring against the latter a different state of things as existing at the same time.

VICTOR HEBERT *vs.* CHAS. PARLANGE AND WIFE.....*Appeal from the Ninth Judicial District Court, Parish of Pointe Coupee*....ROST, J.—Plaintiff claimed $2000 for one year's salary as overseer to defendants, alledging he had been prematurely discharged without a just cause. Defendants admitted the contract, but averred they discharged the plaintiff for neglect of duty and gross brutality to their slaves. The Jury allowed the plaintiff for the time he had served, at the rate alleged by him, deducting $125 credit for a barrel of sugar received by him. Defendants appealed, and claimed a further credit of $420, as plaintiff was discharged before the rolling season commenced, and it was proved that the making of the sugar was worth $1 per hogshead. The Supreme Court held this point to be well taken, and reversed the judgment of the lower Court, and rendered a judgment for $585 with the costs of the District Court—those of this appeal to be paid by the plaintiff and appellee.

SUCCESSION OF JULIE BARD, WIFE OF C. ENGTE.—ON THE OPPOSITION OF DR. AUGUSTE FERRIER.....*Appeal from the Ninth District Judicial Court*....EUSTIS, C. J.—Judgment affirmed with costs.

ELIZA C. JOHNSON, ET. AL., *vs.* JAMES DUVALL AND S. M. D. CLARK; AND JOHN LORDELL *vs.* T. MCLIN.....*Appeal from Sixth Judicial District Court, Parish of West Baton Rouge*....KING, J.—The judgment of the lower Court was affirmed with costs, for the reasons assigned by the District Judge.

JEAN B. LABAUVE, ADMINISTRATOR, *vs.* HEIRS OF HENRIETTE SERRET, AND H. HERBRT.....*Appeal from the Sixth Judicial District Court, Parish of West Baton Rouge*....KING, J.—Judgment affirmed. P. S. W.

Texas.

On examining our files of Texas papers we discover some items of interest, which we extract.

EMIGRATION.—The vessel from New Orleans last week (says the Victoria Advocate of the 26th ult.) brought over quite a number of emigrants, which we take pleasure in welcoming to our country.

CHOLERA.—The Board of Health report that for the last month there had been, in that city, 15 or 20 deaths of cholera, the disease however never assuming an epidemic form.

The Houston Advocate learns that the cholera is in Eastern Texas, and that several deaths have occurred from it in San Augustine.

INDIANS.—We have learned with deep regret (says the Houston Telegraph) that the Indians on our Northern frontier have become so insolent and overbearing since the rangers have been withdrawn that the settlers are hourly in fear that new outrages will be perpetrated, and another Indian war will be commenced.

CHANGE OF NAME.—The town of Indian Point is hereafter to be called Indianola.

NEW POST-OFFICE.—A new post-office has been established in Gonzales county, called Plum Creek Post-Office, and T. J. Keese appointed Postmaster.

The editor of the Victoria Advocate says: "It is understood that a strong effort is to be made at the next session of the Legislature to remove the seat of Government from Austin. This effort will be made by the east, in solid phalanx. Huntsville is mentioned as the point to which the members will remove."

The Trinity continues quite high. All fears of an overflow have subsided.

Capt. Snell, the Postmaster at Houston, was shot in his dwelling by his step-son, a lad of some 16 years of age. Capt. S. is seriously injured, but it is thought may recover. The papers do not mention whether the shot was accidental or intentional.

EDITOR MARRIED.—We extract the following notice from the Matagorda Tribune of the 6th. We wish the happy couple all imaginable felicity. The rage for annexation still exists in Texas:

MARRIED—In this city, on the 1st inst., by the Rev. C. S. Ives, EDWARD F. GILBERT, Editor of this paper, to Mrs. SARAH E. HOLMES, all of Matagorda.

MATAGORDA BAY.—A correspondent of the Victoria Advocate, directs attention to the feasibility of constructing a break-water at the entrance of Matagorda Bay. The Advocate copies, in connection, an article written by Commodore Moore, wherein it is stated that a break-water, properly constructed, at a cost of not exceeding $200,000, would make a permanent depth of nineteen feet water on the bar.

The Grand Division of the Sons of Temperance will meet at Marshall on the 19th of April next. They had an interesting session in Douglas.

The Huntsville Banner gets the public printing this year.

It is mentioned in the N. O. Crescent, that one of our Texas Senators and Mr. Benton are Free Soil men. The author of this statement might have gained some notoriety if he had furnished a single evidence to substantiate it.—*Houston Tel.*

The statement to which the above refers was contained in one of those floating paragraphs so frequently found going the rounds of the press without credit. We are not responsible for its authorship.

WATCHES—JEWELRY.

M. H. MEYER, No. 100 CAMP street, Watchmaker and dealer in JEWELRY, GOLD PENS, FANCY ARTICLES, and WATCHES. All Jewelry articles repaired at moderate prices. m18

WM. S. MORGAN,
PRACTICAL WATCHMAKER,
37 *CANAL STREET. Third Door from Camp street.*
THE subscriber has just received an additional supply of WATCHES, JEWELRY and FANCY GOODS, consisting of very superior Gold and Silver Watches, with Roskell and other superior makers; also, fine London Duplex Watches; rich Jewelry, of the latest styles, comprising fine Gold Watch Chains, Keys and Seals; Ladies' Bracelets, Necklaces, Breast Pins, Gold Pencils Cases, Finger Rings, etc. Also a great variety of FANCY GOODS, selected by himself in the Northern markets, from the latest European importations, consisting of Work Boxes, Dressing Cases, fine Fans, Reticules, Scissors; a fine assortment of SILVER WARE, *pure as coin*; and other fancy articles.
All the above articles will be sold at the most moderate rates. ja16 5m

WATCHES, JEWELRY AND FANCY GOODS
THE subscribers have just received an additional supply of very superior Gold and Silver Watches, with Hunting Cases of M. I. Tobias, Roskell and other superior makers; also, Fine *London Duplex Watches*, rich Jewelry, of the latest styles, comprising Fine Gold Watch Chains, Keys and Seals, Ladies' Bracelets, Necklaces, Breast Pins, Gold Pencils Cases, Finger Rings, &c. Also, a great variety of FANCY GOODS, selected by one of the firm in the European markets, consisting of Work Boxes, Dressing Cases, fine Fans, Reticules and other fancy articles. Also, fine Scissors and Needles, Table Knives and Forks, Castors, Candlesticks, Double and Single Barrel Guns, Pistols, Revolvers, Bowie Knives, Military Goods, &c., &c., for sale at moderate prices, by
je21 HYDE & GOODRICH, 15 Chartres st.

YOUNG'S, No. 8 Camp Street, New Orleans,
NOW receiving, at the above Store, by every arrival from the North, an entire new and extensive stock of Ladies' and Gent's finest patent Lever Watches, hunting and open-faced; Guard, Vest, and Fob Chains; latest and most fashionable style of Ladies' and Gentlemen's Breast Pins. Also, new patterns of Studs, Finger and Ear Rings, Collar and Sleeve Buttons, Suspender Buckles, gold and silver Specs, gold Pens, of the best makers. Also, a large stock of Silverware, consisting of table, tea and dessert Spoons, Soup, Ladles, Castors, &c., of which will be sold at the lowest cash prices. The public are respectfully invited to call and examine before purchasing elsewhere.
N. B. The strict attention paid to the repairing of fine Watches, Clocks and Jewelry. Canes, Diamonds, and all kinds of Jewelry mounted in the latest and best manner. All repairs warranted or no charge n21 1e

NEW WATCHES, JEWELRY, ETC.
WE are now in receipt of a large and splendid stock of Gold and Silver, Lever, Lepine and Duplex WATCHES, of the BEST ENGLISH and SWISS manufacture. Also, Jewelry, Silver-ware, Spectacles, Gold Pens, Pocket and Table Cutlery, and Fancy Goods. We particularly invite the attention of ladies and gentlemen to our stock, before purchasing elsewhere, as it is selected by ourselves in the Northern cities with care, and shall be sold as low as at any house in the city.
KNOWLES & NOEL, 35 Canal street.
N. B.—Our *personal* attention will be devoted to repairing every description of fine Watches, Clocks, Jewelry, etc., which shall perform satisfactorily as ever, or *no charge*.
n6 tf K. & N.

FINE WATCHES, JEWELRY, Etc.
E. A. TYLER, 39 *CAMP St.*, has constantly on hand, and is receiving by every arrival, Gold Lever, Duplex and Cylinder WATCHES of all the best makers. Also—Fob Vest and GUARD CHAINS, SEALS and KEYS, in every variety. Gold Pens, Pencils, Thimbles, Buckles, &c.; Fine Bracelets, Brooches, Necklaces, Rings, Silverware, Spoons and Forks, Ladles, Castors, Cups, Pitchers, Trays, Plated Cassors, Tea-Setts, Candlesticks, Urns, rich Fancy Goods, Lubin's fine Perfumery—together with a great variety of other articles too numerous to mention. Also—SPECTACLES, with Gold, Silver, Shell or Steel bowed frames, and Glasses of every kind—Eye-Protectors, etc., etc., constantly on hand, and fitted to suit the eye at short notice. n15

RESTAURANTS, &c.

Holbrook Osyter Saloon and Restaurant
HAS made arrangements to be at all times supplied with the finest OYSTERS from Mobile and Barataria, which will be served up in every style, to suit the palate. The proprietor has made his arrangements to be supplied with every variety of GAME and FISH, in the preparation of which no pains will be spared to gratify the taste of the most fastidious epicure. On his Bill of Fare will always be found STEAKS, CHOPS, CUTLETS, every kind of POULTRY, and, in short, every thing in season that can be procured. ja30

FRANKLIN HOUSE.
Lake end of New Shell Road.
THE undersigned has just refitted and opened the above well-known and favorite establishment, and intends to make it, in every respect, worthy of the patronage of his friends and those who wish to enjoy a pleasant drive to one of the most elegant and salubrious retreats in the country. The gardens and grounds will be kept in the best order; he will have boats out at all times to keep his table supplied with the finny tribe, fresh from their ocean home. He will also be at all times supplied with every description of wild game, and all the delicacies that the New Orleans market affords, together with choice liquors and wines, with good lemonade for his temperance friends.—"Come one, come all." [d29 2m] DAN HICKOK

MURPHY'S RESTAURANT,
Bowling and Billiard Saloons—No. 100 ST. CHARLES STREET, NEXT TO THE THEATRE.
THE Subscriber would respectfully inform his friends and the public that he has made extensive additions to his Establishment, rendering it the most complete and desirable in the city. The RESTAURANT will at all times be supplied with the choicest fare that the markets of the city afford, in a style to satisfy the most fastidious epicure. Having a number of spacious bed-rooms, with entire new furniture he is prepared to accommodate BOARDERS, with or without Lodging, by the day, week, or month. Terms moderate.
The BILLIARD SALOON has been entirely refitted, and visiters will find the Tables and appointments of this establishment equal to any in the city, and from their central situation, must continue to be *the* Billiard Saloon of the city.
The BOWLING SALOONS have been constructed with great care, and no effort on the part of the subscriber shall be wanting to give general satisfaction to his patrons, and to make his House worthy of the most liberal patronage.
☞ The BAR, as usual, will always be furnished with the best of LIQUORS.
d14 3m RICHARD MURPHY.

AMERICAN OYSTER SALOON and RESTAURAT—No. 44 ST. CHARLES STREET.—The undersigned would most respectfully inform his friends and the public in general, that he has renovated this well-known establishment in a new and elegant style, and hopes, by his unwearied attention to business and his great experience, to retain and increase the kind and liberal patronage heretofore extended by the lovers of good cheer. Having made ample arrangements for procuring Mobile, Barataria and Cat Island OYSTERS, together with GAME and FISH of every description, he is now prepared to serve up, at the shortest notice, all the rarities and delicacies of the season in a style calculated to please and gratify the taste of the most fastidious epicure.
His WINES, LIQUORS and CORDIALS have all been selected by himself, and are of the finest brands the city can produce.
☞ He is also prepared to accommodate a few gentlemen with Lodging and Private Sitting-rooms, as he has had the upper portion of his house elegantly furnished for that purpose. [n6 6m] JAMES CASSEDY.

BANKS ARCADE.....*MAGAZINE Street.*
THIS Establishment having been leased by the undersigned, they have had it thoroughly renovated and fitted up, and are now prepared to accommodate city and transient BOARDERS. The BAR has been supplied with LIQUORS of the best quality, which we think will compare favorably with any other establishment in the city. The Rooms are comfortably furnished, and will enable us to give every satisfaction to Boarders.
n30 tf TUFTS & DIGGES.

CRESCENT CITY HOTEL,
CORNER CUSTOMHOUSE AND FRONT STS.
WILL be opened for the reception of BOARDERS on WEDNESDAY, January 3, 1849. Well furnished ROOMS for Families and Single Gentlemen. TABLE—the best the market will afford.
The above establishment has been built by the proprietor, expressly for the accommodation of city and transient Boarders. It is one of the most healthy and airy situations in the city, and no pains will be spared to render those who may stop with him, comfortable.
Faithful and attentive Servants.
☞ Terms as reasonable as any establishment of the kind in the city. [jal d&Wtf] E. ALEXANDER, Proprietor.

SMITH'S HOTEL....Bayou Sara, La.
Immediately fronting the Steamboat Landing.
TRAVELERS going up Ouachita or Red River, or coming out of said Rivers, will find it to their advantage to stop with him as all the Boats stop at Bayou Sara. Horses, Carriages and Buggies always to hire.
fy2 1y T. B. SMITH, Proprietor.

CRESCENT RESTAURAT & OYSTER SALOON
No. 46 ST. CHARLES Street, corner GRAVIER.
THIS establishment has been entirely remodeled and greatly improved, and very handsomely re-furnished throughout, and is now open for the season. From the previous well-established reputation of the CRESCENT OYSTER SALOON AND RESTAURAT, WALTER deems it superfluous to enter into a long panegyric of his house, but simply to thank his friends and patrons for the marked and liberal patronage he has received, and to assure them that the kind manner in which his efforts to please have been appreciated, will only stimulate him to increased exertions, to secure the large patronage already given, and make the "Crescent Restaurat" the most fashionable and popular resort in the city.
He has made arrangements to be at all times supplied with the finest OYSTERS, from Mobile, Barrataria, Cat Island and Grand Pass, which will be served up in any style to suit the palate. His arrangements are complete to be seasonably supplied with every variety of GAME and FISH; in the preparation of which no pains will be spared to gratify the taste of the most fastidious epicure.
On his bill of fare will always be found STEAKS, CHOPS, CUTLETS, every kind of POULTRY and VEGETABLES; in short, with every thing in season that can be procured.
His stock of LIQUORS having been selected by himself, are of a superior quality, and embraces the best and choicest brands imported, of French and Swiss Wines, Cordials, Scotch Ale, Irish and Scotch Whisky, London Brown Stout, and the best Philadelphia Ale and Porter—a trial of these Liquors is all that he desires to insure a favorable opinion.

COMMERCIAL HOTEL,
Corner GIROD and NEW LEVEE Sts. New Orleans
THIS fine Hotel is advantageously situated, being in front of the principal Steam and Flatboat Landings, and affords peculiar accommodations for Western Merchants, Traders and Travellers generally. The house is spacious and comfortable, and possesses every convenience; the chambers are well furnished and airy; the table is supplied with the best the market can furnish; the Bar will be supplied with the best Wines and Liquors; all of which are selected with great care. No expense will be spared to make the Commercial worthy of public patronage JAMES ROACH, Manager.
o14 6m Successor to JOSEPH E. BELL.

FEW IN DR. SCOTT'S CHURCH TO RENT.
ONE-HALF of a pleasantly