The Daily Crescent.

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THE DAILY CRESCENT.

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BY A. H. HAYES & CO.

A. H. HAYES..J. C. LARUE..S. F. WILSON..WM. WALKER.

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TERMS OF THE CRESCENT.

DAILY—*Fifteen Cents a Week*, payable to the carriers, weekly.... or, *Eight Dollars* per year—half yearly and quarterly at the same rate—in advance. ...Single copies, *Five Cents*..... The *cash* will account for all subscriptions exceeding one week.

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NEW ORLEANS:
WEDNESDAY MORNING, MARCH 7, 1849.

MR. FILLMORE AND HIS CLERKS.—The Albany Evening Journal contains a correspondence between Mr. Fillmore and the clerks in the Comptroller's Department at Albany, in which the clerks express their admiration of Mr. F. as a public man, and thank him most cordially for the uniform kindness and cordiality which have characterized his intercourse with them in the administration of the office of Comptroller. Mr. Fillmore makes a happy and appropriate reply.

NOBLE SENTIMENTS.—The debate on abolishing flogging in the Navy, closed with the following noble sentiments from Mr. Benton, a man who is always to be found on the side of justice and humanity:

I am not in favor of scourging American citizens. A Roman citizen could not be scourged, and I believe an American citizen is of as high an order of men as were Roman citizens. Roman citizens were employed, both by sea and by land, in the army and in the navy, and there was no scourging; that was reserved for slaves, for barbarians, for those below the dignity of a Roman. It may be said that some persons are bad enough to be whipped, but I question if whipping will effect a reform. I also question if it is worth while to make the officers of the navy the instruments or agents to correct the incorrigible part of mankind. It is better, sir, to get them out of the navy and have nothing to do with them. I feel a deep mortification, sir, in seeing a man—one who is brave—one who will die in defence of his country, either in the army or navy—tied up and flogged. I feel humiliated, sir, by such a spectacle; and I should like to have the subject properly examined.

SCHOOLS IN ILLINOIS.—Returns from 50 counties of Illinois show a result, in educational affairs, as follows: School Districts, 2002; Schools, 2317—1565 of which are taught by males; total number of scholars, 51,447; number of school-houses, 1937.

☞ The Boston Times proposes to lower the price of eggs by imposing a heavy tax on all brought into the city.

LICENSES.—The vote in Cleveland, Ohio, on the 16th ult., upon the license question, resulted: For the city law, 498; no city law, 64. Licenses will be the order of the day, says the True Democrat.

MARRYING MINORS.—The jury, in the suit against the Rev. Mr. Plummer, at Philadelphia, to enforce the penalty of $50 for marrying the minor daughter of Mr. Neale, could not agree, and were discharged.

Interesting to Sea-Faring Men.

SHIP CRESCENT, AT SEA, 1848.

Sir: I have noticed in your introductory remarks to the "Abstract Log," it is stated that "our knowledge of the navigation of the Gulf of Mexico is defective, and that more tracks are wanted for sheet No. 1." I navigated for ten years the ship St. Mary, a packet sailing between New York and New Orleans, with only one deviation from the route, viz: to Havana and Ragged Island. I herewith furnish you with such observations as I made on currents, etc., during that period.

The currents on the coast of Louisiana, as a general rule, and which is corroborated by the Balize pilots, are influenced by the winds. The swelling of the sea by the outpourings of the Mississippi, tends materially to increase this influence. With N. N. E. and Easterly winds the stream sets strong to the Southward; sweeping round South Pass Point, it commingles with that running to the westward. When the winds blow from the opposite points the current flows to the northward and eastward; until checked by the shores of Florida, it sets rapidly to the southward and eastward, extending to the Tortugas, and even to the Colorados. In light winds, however, from any quarter, a current to the westward of South Point may be setting to the westward, while to the northward of that point a northeast current will be felt.

The southwesterly current which sets by the Tortugas, and so often quite over to the Colorados, is, I think, the effect of two causes. In navigating to the westward, along the Florida reef, with easterly winds, and in day time, I always kept in green-colored water, and as near to the reef as prudence would permit. By so doing I was invariably favored by a current of one and a half to two miles an hour. This current meeting the set, as already mentioned, on the West Florida side, tends to the southwestwardly; and, although it will be felt often with the southeast current to the northward and westward of the Tortugas, with the wind from the northeast board, more than a degree to the westward of those keys, and on the same parallel, I have felt with easterly winds the influence of the easterly stream also, very often shortly after having passed to the southward of them.

During the summer months, at a time when calms, light airs, and variable winds try the patience of the navigator, the currents are irregular, as will be seen by two abstracts which I forward to the Hydrographical Office.

In performing passages to New Orleans, from October until March, I always made it a point, regardless of currents, to keep well to the northward. Many a vessel, neglecting this precaution, has, with the strong North winds, been driven South of the parallel of the Passes, thence to the westward, by which the passage has been prolonged many days.

In returning from New Orleans, even with South or westerly winds, I always endeavored to secure easting; for, as a ship draws up with the southerly parts of Florida, the winds in general veer to the eastern points of the compass.

Currents in the vicinity of the Northern Bahamas. With the winds strong from the northward, the currents to the eastward of Abaco set rapidly to the southward quite down to Elethura and New Providence. I have, on such occasions, experienced sixty miles southward current in twenty-four hours. Also, with easterly winds, the current sets with great force toward Abaco and along the northern keys, often at the rate of three miles an hour—the causes of numerous disasters which occur on or about Elbow Reef. Since the year 1840 not less than one million of American property has been destroyed on these reefs. The last vessel wrecked there, to my knowledge, was the ship Empire, with United States troops, destined to Mexico.

It might possibly be the duty of our Government to represent to the British Government the necessity of having a light-house on Man-of-War Key. The subject has frequently been discussed, even by the authorities of Nassau; but as the inhabitants of the various keys depend principally upon wrecking for a support, and as it is principally on Elbow Reef that their richest harvests are reaped, it is to be doubted whether they would give to the undertaking cordial support. Certain it is that a light exhibited on Elbow Key would prevent the loss of many an American vessel, and perhaps be the means of saving many valuable lives.

Very respectfully, R. W. FOSTER.
Lieut. M. F. Marry, U. S. Navy.

Trip of the Steamer Princeton.

Visit to the Pope at Gaeta—Difficulty between Naples and Tuscany.

The Baltimore Sun is indebted to a correspondent on board the U. S. steamer Princeton for the following interesting letter:

U. S. STEAMER PRINCETON, Bay of Naples, Jan. 5, 1849.

Gentlemen—There being a large number of Baltimoreans on board, many of your numerous readers will no doubt feel an interest in the movements of the Princeton, particularly as the advantage of steam and the activity and energy of her commander, has made the cruise one of peculiar interest.

We have visited every port of importance in the Mediterranean, and many where the stars and stripes are scarcely known. The officers, and, in many instances, the crew, have been enabled to visit many of the cities of the interior, and Florence, Rome, Venice, Herculaneum and Pompeii, and the magnificent ruins of the Acropolis, and others, have become familiar subjects. Whilst at Venice, and anchored some three miles from the isle, the crews of the different boats were changed every day, and scarcely a man on board but has crossed the Rialto, stood upon the Bridge of Sighs, and wound his way in the light gondola amidst the palaces of the Venitian nobility that have been.

Last night we returned from an excursion to Gaeta with our minister, (to the Court of Naples,) Mr. Rowan, lady and son, and Mr. Reynolds and lady, of Philadelphia. All the officers that felt inclined or wished an introduction to his Holiness the Pope, were invited to join the party, and quite a cortege left the ship, composed of Capt. Engle, Lieuts. Noble, Middleton and Noland, Purser Welch, Surgeon Gould, Chief Engineer Folansbee, Messrs. McDonnell, Alexander and Serra. They were met by an officer at the Mole and escorted to the palace, passing a line of guards on the landing. They were ushered into a room crowded with cardinals, bishops and priests.

Mr. Middleton acted as interpreter; and after the usual forms they passed to the antechamber. Scarcely had they time to admire this costly, but simply furnished apartment, ere the doors of the reception room were thrown open, and they were in the presence of Pio IX. He was standing near the centre of the room, dressed in a long robe of light drab-colored cloth; a cap of the same material completed his apparel. His manner was kind and gracious, and the ladies, who were Catholics, knelt and kissed his hand. Mr. Rowan and son also kissed his hand, the latter kneeling. He expressed his regret at not being able to converse with the company in English, and, after thanking them for their attention, bade them adieu and withdrew. All parties were astonished at the handsome appearance of the Pope, who, although near sixty years of age, appears still in his prime; of commanding figure, a clear intellectual eye, and countenance beaming with benevolence and kindness, he might with propriety be called one of the handsomest men of his day. And such is the man who endeavored to introduce liberal principles into Italy, an exile from his country, a dethroned prince, dethroned by the very people for whom he risked all, and dependent on a monarch who, of all others, is most opposed to the principles of republicanism, that has kept Italy in commotion for a year past, and the result of which none can foresee.

Our party arrived on board, we weighed anchor, and in eight hours were at anchor in the Bay of Naples. Here we have received news of a gale at Messina, the wrecking of some American vessels, and the ill-treatment of their crews by the inhabitants. Consequently we leave for Messina tomorrow.

I suppose you have heard that diplomatic relations are suspended between Naples and Tuscany, the consequence of Tuscany treating with Sicily as an independent nation.

Palermo still resists the King's authority, and the Sicilians have retaken Syracuse. If they remain true to themselves, Sicily will be free. *Nous verrons.*

Mr. Oliver, of Baltimore, died at Naples on the night of the 30th of December.

January 7.—We have just arrived at Messina, after a twenty-four hours' run from Naples. The gale at this place occurred on the night of the 26th of December. The American ships Tiber, of Boston, and Coriolanus, of New York, are somewhat damaged. The Coriolanus has repaired, and is now ready for her cargo. Our carpenters go on board the Tiber to-morrow, and will finish her repairs in about a week. One of the Tiber's crew, James Hayes, of Boston, was killed on the night of the 25th, by a soldier, in a drunken fracas. The soldier is in custody, and at the request of Capt. Engle will be tried immediately. It is the general impression he will be shot. The only excuse offered by the prisoner is that he thought Hayes a Frenchman.

MALTA, Jan. 15.—This morning, at 7 o'clock, we arrived, in twenty-four hours from Messina. We left the Coriolanus taking in cargo for New York; the Tiber, for Boston. Both will sail in about ten days.

The Tuscany, brig, of New York, arrived at Messina on the 12th.

The Alleghany was spoken on the 6th ult., off Sardinia, bound to Spezzia.

The Jamestown is at Cadiz. The Constitution is expected at this port daily. The United States has sailed for Rome.

Sicily was declared a Republic at Palermo, on the 12th ult.

We go into the dry-dock at this place in a few days, to examine the propeller. Yours, S. R.

MRS. FANNY KEMBLE BUTLER.—This lady closed her series of readings of Shakspeare at Boston on Wednesday evening, the 21st ult. Her success has been unbounded, and her profits about $300 per night. After loud and repeated calls at the close, she expressed the fulness of her emotion in these words: "I can't make any speech that is not in my book, but I thank you with all my heart."

NEW TELEGRAPH.—On Wednesday evening, the 21st ult., the wires between New York and St. Johns, New Brunswick, were connected, and Mr. Foss, the operator at New York, held a conversation with the operator in the St. Johns office. The distance is about 750 miles.

CHARTER REPEALED.—The Pennsylvania House of Representatives, on the 23d ult., repealed the charter of the Erie and Ohio railroad from the borough of Erie to the Ohio State line, which was granted last winter. The vote on the repeal was: Yeas 53, nays 32. The Senate had previously passed this bill.

CHARTER RESTORED.—The bill to restore the charter of the Farmers' and Mechanics' Bank of New Brunswick has passed the New Jersey House.

CAUTION.—In Newark, N. J., one of the citizens came very near losing his life by the bursting of a gas metre on the same floor in which he was sleeping. He was awakened about 4 o'clock by the smell of gas, and found the adjoining room full of it. Fortunately there was no light burning, and he succeeded in turning it off, and airing the room, but was very much oppressed, and still feels the effect of inhaling it.

RESIGNED.—J. Winne, Jr., cashier of the Albany Bank, has resigned on account of ill health.

☞ A pedlar's box, containing jewelry and cash to the amount of $1600 or $1700, was stolen from the tavern of S. F. Boyden, at Durhamsville, N. Y., on the 17th ult.

RAILROADS.—The annual report of the Connecticut River Railroad states that it is now completed to the south line of Vermont, 52 miles, at a cost of $1,588,874. The stock amounts to $1,207,870.... The Vermont and Massachusetts Railroad was opened to Brattleboro, 128 miles from Boston, on the 20th ult.

☞ The number of new buildings erected in New Haven, Ct., during the past year, is 142.

Supreme Court of Louisiana.

Condensed Decisions—NEW ORLEANS, March 5, 1849.

In an action to rescind the sale of a slave on the ground of his being diseased, the vendee cannot recover, when a tender is denied and not proved, and the evidence discloses the want of due diligence on the part of vendee in procuring medical assistance.

WM. W. PUGH *vs.* WM. AND J. J. AMONETTE.....*Appeal from the Tenth Judicial District Court, Parish of Madison*.....No. 1294 in the Supreme Court....KING, J.... This was an action by plaintiff to rescind the sale of a slave who, it was alleged, was affected with an incurable disease at the date of the sale. Defendants pleaded the general issue, and specially denied that the slave had been tendered to them. The Jury returned a verdict in favor of defendants, and plaintiff appealed. *Per Curiam:* "The evidence adduced to show that the tender could not have been made is unsatisfactory. The slave was purchased by the plaintiff on the 4th of November, 1846, and, a short time after the sale, was discovered to be diseased. A physician was called in, who says that he examined the slave in November or December, 1846, and found him laboring under dropsy, which had so far progressed as to be incurable. The slave does not appear, however, to have been generally confined to his bed, but was seen walking about the streets of this city as late as January or February, 184 , and was not placed in the hospital nor subjected to medical treatment, as far as we can learn from the record, until the 18th of February. We cannot upon this evidence say that the jury erred in considering that the slave could have been readily removed for the purpose of making the tender. When a tender can be safely made, it is indispensable to success in this form of action. *Saunders vs. Janin & Johnson*, 4 Annual. [Not yet reported.] The judgment of the District Court is therefore affirmed with costs." Short, for plaintiff and appellant; Snyder, for defendants and appellees.

It is requisite that the evidence on which executory proceedings are had should be by authentic act. The Judge, in granting the order for execution, can take cognizance of no matters *en pais*.... In an act of mortgage containing notarial covenants, the mortgage cannot proceed *ex ore executive* without proof, by authentic act, that he has accepted and signed the deed of mortgage.

WM. FRENCH *vs.* THE MECHANICS' AND TRADERS' BANK AND SHERIFF.....*Appeal from the Ninth Judicial District Court, Parish of Concordia*....No. 804....EUSTIS, C. J....*Per Curiam:* "This is an appeal taken by the plaintiff from a decree of the Court of the Eleventh District dissolving an injunction which had been issued against proceedings in executory process, which had been taken by the Mechanics' and Traders' Bank on a mortgage given by the defendant as a part payment of a judgement which the Bank held against Thomas Alexander.

In the petition for injunction, besides the distinct ground on which the plaintiff claims relief, there is an allegation that the order directing the executory process, and also the writ itself, are irregular and illegal for the cause assigned, and others, on the face of the record. This allegation authorizes the examination of the regularity of the proceedings.

The objection made by the plaintiff on this ground is, that there is no evidence that the mortgage on which the proceedings are instituted were ever accepted by the Bank. The mortgage was executed on the 30th of November, 1844 by the plaintiff, with the renunciation of his wife, who alone were parties to it. It was given in part payment of a judgement the Bank held against Alexander. As it contained mutual covenants, it is obvious that it was without effect until accepted by the Bank, and the Bank bound itself to release Alexander to the extent of the amount of the mortgage thus given in payment. The act of mortgage was never accepted by the Bank, and there is no evidence, by authentic act, that the Bank ever bound itself to the implied covenants contained in the act.

It is requisite that the evidence on which executory proceedings are had, should be by authentic act. The Judge in granting the order for execution, can take no cognizance of matters *in pais*. The Bank instituted proceedings on this mortgage, in Oct., 1846, and it is urged that this suit is an acceptance of the act of mortgage. But we think in an act of mortgage of this kind, there is no reason for departing the rule which requires the higher evidence of the contract between the parties, as well as that the evidence should be complete and entire before the party can avail himself of this summary proceeding. Had the mortgage been a mere security for a debt, perhaps there might be ground for presuming that the vendor accepted what was for his benefit. In a matter like that before us, which had been left open so long, and in which the party executing the mortgage required the partial extinction of a judgement, and the substitution of new security, no judicial action ought to be taken as in an act implying a confession of judgement.

The judgement of the District Court is therefore reversed, and it is decreed that the executory proceedings instituted against the plaintiff in injunction be dismissed, with costs in both Courts ...Stagg & Sparrow for plaintiff and appellant; Farrar for defendants and appellees.

When parties hold judgements against each other, compensation may be pleaded on a rule to show cause, and the creditor in the smaller sum will not be driven to an injunction.

W. H. AND A. PATTISON, JR., *vs.* L. A. EDMONDSTON ET AL.....*Appeal from the Fifth District Court of New Orleans*....No. 1052....KING, J....The judgement of the District Court upon the rule to show cause why the judgement of Carter & Co. against the plaintiffs should not be decreed satisfied by compensation, is reversed, and it is decreed that the said judgement of Carter & Co. be satisfied and extinguished by compensation. In other respects the judgement appealed from is affirmed, the defendants paying the costs of this appeal and the plaintiffs those of the Court below with the exception of the costs on the rule, which are to be borne by the defendants. In this case it was held that a debtor who, after a judgement against him, has become the owner of a judgement against his creditor, has a right to plead such compensation by taking a rule on his adversary to show cause why the same should not be allowed as off, set, and ought not to be driven to sue out an injunction.... J. and H. H. Strawbridge for plaintiffs and appellants; W. E. Murphy for defendants and appellees.

CHRISTOPHER ADAMS, JR., *vs.* S. T. HARRISON.....*Appeal from the Sixth Judicial District Court, Parish of Iberville*....KING, J...The judgement of the District Court was amended by reserving to defendant the right to institute future proceedings to determine his right to a way over the land of plaintiff, and thus amended that it be affirmed, the appellee to pay the costs of this appeal, and the appellant those of the Court below.

When an agent violates his obligation to his principal by exceeding his authority, he must indemnify his principal in injurious consequences result. The measure of damages is the injury sustained by the unauthorized act, and where no injury has been sustained by the principal, the agent incurs no liability. When a balance is struck and an account is rendered by a factor to his principal and is acquiesced in, there is nothing illegal in charging subsequently interest on such balance of which anterior interest forms a component part.

A. LEDOUX & CO. *vs.* AARON GOZA.....*Appeal from the Tenth Judicial District Court, Parish of Carroll*.... No. 1296...SLIDELL, J....*Per curiam:* The principal subject of controversy in this cause is a loss upon a quantity of cotton which the defendant, a planter, consigned to the plaintiffs, his factors. The plaintiffs sold it at nine cents per pound; but on delivery it was found to be wet and damaged, and the purchaser refused to keep it. The pressmen, with whom it was deposited by the plaintiffs, paid them a sum in compromise. The plaintiffs credited this amount in account with defendant, as also the net proceeds of a subsequent sale at a reduced price. The defendant before suit disputed the correctness of plaintiff's account, as presented, only with regard to the loss upon the damaged cotton, insisting that the plaintiffs should have given him an additional credit, over the amount received from the pressmen, equivalent to the amount of the cotton at nine cents.

We cannot adopt the position assumed by the defendant in his correspondence, and by his counsel in argument, that it was immaterial whether the damage arose from the plaintiffs' negligence or that of the pressmen. It is in general true that the trust reposed in an agent is personal, but the general rule is in many cases modified by the usages of trade, where the interests of the employer and reasonable convenience require the custody of the property to be delegated to another. Where the nature of the business requires the employment of a sub agent, the agent is not ordinarily responsible for the negligence or misconduct of the sub agent, if he has used reasonable diligence in his choice. Here it was necessary, and according to the usual course of business, to send the cotton to a press, to be taken care of; and there was not a want of due care on the part of the plaintiffs in the selection of a depository, nor subsequent negligence on their part before the damage was found to be done.

It is fully proved that the cotton arrived at New Orleans in good order. The pressmen contended that it was wet, before it arrived at the press and could be housed, to such a degree that they could not house it for fear of spontaneous combustion. The evidence appears to authorize that view and to excuse the omission; but does not justify the omission of other precautions, which, it is proved, might still have been taken and would have prevented the damage from being as great as occurred. We are satisfied then that the pressmen did incur a liability to the defendant.

The plaintiffs have shown no authority to make a compromise with the pressmen; and it may be conceded that in doing so without consulting their principal, they exceeded their powers and made themselves answerable to him. The law is clear that when an agent violates his obligation to his principal by exceeding his authority, he must indemnify his principal if injurious consequences result. The defendant says "I will take the $500 you received from the pressmen, but I hold you for the excess that you ought to have got from them and have thrown away by the compromise." Now, the measure of damages is the injury sustained by the unauthorized act; and this involves the inquiry whether under the evidence, we can say that the pressmen could have been held liable for a greater amount. Upon comparing the price for which the damaged cotton was sold with the standard of the first sale, assuming the weights of the uninjured bales of the same lot as a fair average, and making some allowance for a portion of the damage attributable to inevitable accident by reason of the weather during its transit from the press, etc., we feel bound to adopt the conclusion of the District Judge and hold the compromise not injurious to the principal.

The answer of the defendant sets up usury.

When a balance is struck and an account is rendered by a factor to his principal and is acquiesced in, there is nothing illegal in charging, subsequently, interest on such a balance of which anterior interest formed a component part.

There is an item of $197 86, charged for interest in the account rendered on the 30th June, 1841. We cannot allow interest upon the whole balance struck on that day, of which that item was a component part, as the defendant did not acquiesce in that account when rendered to him.

In the account sued upon there is a claim of $12 50 as a commission of two and a half per cent for a cash advance, to which the defendant objects and which must be disallowed.

We cannot open the account rendered in May, 1840. Under the evidence, the defendant must be considered as having approved that account and sanctioned the payment made on the day of its rendition by the transfer to his credit of the balance due by G. W. Goza & Co.

It is therefore ordered that the judgement of the District Court be reversed, and that the plaintiffs recover of the defendant the sum of $1,046 8, with interest on the sum of $210 22 from the 20th of June, 1841, until the 14th July, 1841, and on the sum of $348 92 from the 14th July, 1841, to the 22d October 1841, and on the further sum of $548 92 from the 22d October, 184 , until paid and costs of this suit in the Court below, those of this appeal to be paid by the plaintiffs." Browder, Thomas & Snyder, for plaintiffs and appellees; Stacy & Sparrow and Dupuy, for defendants and appellants. [*To be continued.*]

A COSTLY HOUSE.—The late residence of J. F. Penniman, situated on the south side of Union square, New York, and which cost $90,000, was sold lately to Capt. Spencer, of the Navy, for $70,000.

☞ The steamship Northerner, for Chagres, was to leave New York on Thursday, 1st of March.

MORE DOCTORS.—Fifty students graduated from the Medical College at Columbus, Ohio, 20th ult.

PAPER STOPPED.—The publication of the Maysville (Ky.) Daily Herald is suspended.

ALTERING NOTES.—One dollar notes changed to twos and fives, are in circulation at Nashville

DAGUERREOTYPE.

ELECTRO-MAGNETIC PORTRAITS.

BY the application of the above mysterious agent to Daguerreotype, (a discovery of the subscribers,) the undersigned is enabled to produce PORTRAITS of the most superior kind in a SINGLE SECOND—catching the precise expression instantly, and fixing it indelibly upon the silver plate. ☞ Those who wish to retain in their families good LIKENESSES of relations or friends, can do so at a moderate price. Rooms, corner of Canal and Chartres sts.—Entrance No. 3 Chartres street. [my3 1y] W. H. HUTCHINGS.

MAGUIRE'S DAGUERREOTYPE.

J. M. would respectfully return thanks for the liberal patronage bestowed on him since he first had the honor of introducing the DAGUERREOTYPE into New Orleans, five years ago, during which time he has taken more portraits than any other person in the world. His specimens were exhibited at the Fair, in competition with others, for the best operator from New York, and he was awarded the First Premium. No specimens exhibited at his establishment but those taken by himself. J. M. assures the public that his portraits will continue to be what they always have been—the BEST. His long experience, and constant practice are the best inducements to persons desirous of instruction in the beautiful art. Genuine Voigtlander Cameras 20 per cent. cheaper than any in the city; all other articles the same. Plates at $2 per dozen; Stands No. 1 for $3 25—quarter size; the best plates made in the United States; Cases $2 75 and $3 50; New York Cameras at $18.

☞ Orders from the country promptly attended to.
☞ Entrance No. 6 CAMP street. mh11 tf

DENTISTRY, &c.

B. F. SMITH & BROCKLEBANK, *DENTAL SURGEONS* Nor h Corner of Lafayette Square and St. Charles street. n2&W tf

DR. MENSING, Dental Surgeon, HAVING returned to the city of New Orleans from his tour in the North and East, is prepared to perform all operations appertaining to the TEETH; and has become acquainted with the best mode of operating approved by the College of Dental Surgeons of Baltimore, Md. His price for operations are in proportion to suit the times. al6 tf

TOOTH-ACHE CURED IN LESS THAN ONE MINUTE, by Dr. MENSING'S *TOOTH-ACHE ELIXIR*, or no charge. ☞ Office No. 53 Baronne street, 4th door above Common st.

J. WEST, Practical DENTIST, 112 St. Charles St
☞ WARRANTED FOR TEN YEARS.
THE SUBSCRIBER having introduced into his practice a new and improved method of FILLING TEETH with gold, by which double the amount of density is produced, is prepared to warrant every filling where the Tooth is constitutionally good and healthy, TEN YEARS. Also, whole and half sets of ARTIFICIAL TEETH, either in blocks of carved work, with false jaw and gums, or with single or separate Teeth, as may be preferred, mounted on Gold Plate and confined by atmospheric pressure sufficiently firm to sustain a weight of sixteen pounds, will be furnished on better terms and of a better quality than can be procured at any other dental establishment in the South.
☞ J. W. refers to the following gentlemen who have honored him with their patronage:

Prof. STONE.	SYKES & HYDE.
" MORPHY.	STURGES & WRIGHT.
" DIMITRY.	MORPHY & NEVIUS.
Dr BENBROOK.	ROBESON & ALLEN.

N. B.—Dentists supplied with Gold Foil and Plate....Office No. 112 St. Charles Street. f23 tMar25

BOARDING.
THREE OR FOUR Single Gentlemen can be accommodated with BOARDING and LODGING, at No. 236 *Baronne street*. n23 tf

TO BOSS DRAYMEN.
FOR SALE—Four very likely NEGROES, suitable for Draymen. Apply to BEARD, CALHOUN & CO. fy6

FOR SALE.
A CREOLE SLAVE, 28 years of age. He is a first-rate COOPER, and warranted as such. Inquire at No. 5 Bienville street. [fy14 tf] C. BANISTER.

FOR SALE.
A VALUABLE NEGRO CAULKER for sale by BEARD, CALHOUN & CO., 8 Banks Arcade. fy2

PEW IN DR. SCOTT'S CHURCH TO RENT.
ONE-HALF of a pleasantly located PEW in the above named Church. Apply at the Office of the "Crescent," 95 St. Charles st. ja27

TO CLAIMANTS ON THE U. S. GOVERNMENT
ONE of the undersigned will on the 18th inst. proceed to Washington City, for the purpose of attending to CLAIMS now in their hands, and will give particular attention to any business with the different Departments entrusted to them.
fy15 LANGDON & GRICE, 34 St. Charles st.

E. W. HALE G. H. LUM
NEW ORLEANS CARRIAGE WAREHOUSE, No. 118 and 120 *GRAVIER STREET.*
CARRIAGES AND HARNESS of every description always on hand, for sale low for cash or approved paper. Also Springs, Axles, Lamps, Bands, Cloths, Leather, Lace, and Varnish.
fy7 6md&W E. W. HALE & LUM.

CLOTHING.
EMIGRANTS TO CALIFORNIA should remember and that the next thing in importance to that of having a good supply of Provisions for the inner man, is to have a due regard to the wants of the outer man. We distinctly state that we are not selling at cost, but at as low prices as any other house in the city. Those in want of CLOTHING for the "Gold" or any other "Diggings," are respectfully invited to call at the cash store of JOHN SOUTHWELL & CO., 31 Canal st., fy12 d&W tf Under the Planters' Hotel.

A CARD—TO THE ENTERPRISING.
THE undersigned have opened an Office in New Orleans, for the purpose of exhibiting a Specimen of many Valuable Articles, of which they are the Monopolists. An opportunity is now offered to the enterprising for engaging in a business entirely new, pleasant, and highly lucrative, and which on a small investment by a business man, will insure a speedy return of large profits....Office, *Corner of St. Charles and Common Streets.*
fy16 MYERS, CHICK & CO.

FOR CALIFORNIA.
SMITH & BROTHER, 52 Common st.
HAVE FOR SALE—SADDLES suitable for those going to California, *cheap* and *good*.
BRIDLES, Bits, Stirrups, Saddle Bags and Saddle Wallets, etc., etc.
INDIA RUBBER GOODS of every kind and description, among them may be found Caps, Coats, Capes, Leggings, Waterproof Blankets, Air Pillows, Air Beds, Tarpaulins, Tents, Clothing Bags, etc., etc.
At the sign of the *GOLDEN SADDLE*, 52 Common street. fy7

CROCKERY AND GLASSWARE,
☞ AT WHOLESALE!! ☜
COUNTRY MERCHANTS and Dealers will find at the sign of the GREAT PITCHER, 37 Camp Street, near Gravier, one of the largest stocks of QUEENSWARE ever imported into the United States, all of superior quality, latest pattern and shapes. Assorted Crates for Country Trade.
Also, Debenture Goods for the Mexican market. A large assortment of GLASS WARE.
☞ Terms moderate, and packing guaranteed.
fy3-3md&W SAM'L E. MOORE, 37 Camp st.

CROCKERY, CHINA, GLASSWARE, etc.
☞ AT RETAIL. ☜
THE SUBSCRIBER offers at greatly reduced prices, his large stock of CHINA, GLASS and EARTHENWARE, Cutlery, Plated, Britannia, and Japan Ware, and HOUSE FURNISHING ARTICLES.
Families, Hotels, Steamboats, &c., supplied at the lowest CASH Prices. Goods for the Country carefully packed.
fy3-d&W3m SAM'L E. MOORE, 37 Camp st.

ALEXANDER HILL'S
HOUSE-FURNISHING STORE,
56 Camp street, New Orleans,
WHERE families can find all articles of House keeping, comprising a general assortment and select stock of—
KITCHEN FURNITURE—Cooking Utensils, 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, Nurse 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. mar8 6m
☞ Hotels and Steamboats furnished at reduced prices.

RESTAURANTS, &c.

Holbrook Oyster 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." [d20 6m] 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 visitors 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* resort of the gay of the city.
The BOWLING SALOONS have been reconstructed 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 RESTAURANT—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 neat 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. [n8 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.
m30 tf TUFTS & DIGGES.

SMITH'S HOTEL....Bayou Sar,, La.
Immediately fronting the Steamboat Landing.
TRAVELERS going up Bayou Sara and 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 RESTAURANT & OYSTER SALOON
No. 46 ST. CHARLES Street, corner GRAVIER.
THIS establishment has been entirely remodeled, 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, Barataria, 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. n25 5m