The Daily Crescent.

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THE DAILY CRESCENT.

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TERMS OF THE CRESCENT.

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NEW ORLEANS:

SATURDAY MORNING, MARCH 17, 1849.

Correspondence of the Crescent.

The Returning Cholera—City Mortality—Arrival from Canton—The Italian Opera—Important Arrest—Com. Parker of the German Navy—Government Organs.

NEW YORK, March 7, 1849.

Eds. Crescent—I am deeply pained to report the alleged recession of the cholera to our borders. The packet ship Liverpool, Capt. Eldridge, arrived at the quarantine ground last evening with three hundred and sixty passengers on board, many of them sick with the worst kind of cholera morbus, if indeed it be not the Asiatic Cholera itself, as the health officer believes. The ship has been twenty-eight days on her passage, during which time forty passengers are reported to have died with the disease. The Board of Health will probably make a report before I close my letter, and their opinion, etc., will be communicated to you by telegraph. There is yet no cause for alarm, as it is hardly probable that the disease will reach this city in a month yet, if at all. We have fair warning, and no sanitary measures will be neglected by our authorities, who have ample time to effect all the requisite protective arrangements.

Our weather is wretched, warm and thick, and as favorable for sickness as I have ever seen it, but there is every prospect of an early change.

The number of deaths during the past week in this city is 283—from consumption 38. In Brooklyn, deaths 38—from consumption 4.

Over a thousand immigrants have arrived here within the past two days. One of the ships bringing them has the measles on board, a number of cases of which have proved fatal.

The ship Hosford, Capt. Hatch, arrived here yesterday from Canton, 98 days. She brings as passenger, Dr. Ruschenberger, of the Navy, bearer of dispatches from Mr. Davis, U. S. Commissioner at Canton.

Our Italian Opera is used up. "The Director respectfully announces that the required number of subscription seats for the proposed new season not having been taken, the performances announced for this week will not take place." Bennett, of the Herald, will regard this as a triumph.

An important arrest was made yesterday by some members of our independent police. A man calling himself Boyden, some weeks since ordered a plate for a three dollar note, on the Pacific Bank of Providence, R. I., to be engraved by an engraver of this city, sending with the order a note of that denomination, to be copied in every respect. The method of giving the order was suspicious, and the engraver advised Gil. Hays of the circumstance. Hays and his associates directed him to execute the order, and when called for, to deliver the plate, notifying them of all action in the premises. The plate was accordingly engraved and one thousand of the bills struck off, when Mr. Boyden called, paid for the work and walked off with plate and bills under his arm. He had gone but a short distance, however, when a couple of officers introduced themselves, and accompanied him to a magistrate's office, where he was committed for further examination.

The Washington Union the other day, in its usual *organic* tone, stated that Com. Parker was not likely to go to Europe as Admiral of the German Navy, for sundry reasons, one of which was the want of permission, from Congress, to attach himself to a foreign service. The Boston Traveller now informs us that the Commodore has been relieved from the command of the Navy Yard at Charlestown, and that he is "collecting about him the nucleus of the new German Navy in the form of officers, naval architects, etc."

I hope we shall never again have an acknowledged official organ of the federal administration, but if such an article should again be tolerated, it is to be wished that the Government would keep it better posted up in matters of public interest than this Washington Union has been. If we must have an organ, let it be the "Court Journal," with W. Chase Barney for the grinder. The Union has now turned scientific. Very respectfully, yours, INDICATOR.

MR. MEDILL, COMMISSIONER OF INDIAN AFFAIRS.—A report has been recently printed, by order of the House of Representatives, of the select committee appointed at the last session upon the memorial of Col. Medill, Commissioner of Indian Affairs, to investigate certain charges of a grave character, which had been made against him and the office over which he so ably presides. The following are the resolutions adopted by the committee, pursuant to which the report was prepared, and which were introduced by Mr. Brady, of Pa., one of the whig members of the committee. By this act, this gentleman has evinced a sense of justice and impartiality for which he deserves the commendation and good opinion of all upright and fair-minded men:

Resolved, That the chairman prepare a report to the House upon the evidence taken before this committee, acquitting Col. Wm. Medill of the charges and allegations preferred against him as to his management of the office of Indian Affairs; and be it farther

Resolved, That said report shall express the opinion of the committee, from the evidence aforesaid, that Commissioner Medill has discharged the duties of his said office with impartiality, fidelity, industry and integrity.

THE DELAWARE SENATOR.—The New Haven Palladium says that John Wales, the new Senator from Delaware, is a native of New Haven, and son of the Rev. Dr. Wales, Professor of Divinity in Yale College.

ANOTHER VERY LARGE SHIP.—The N. Y. Commercial notices the launch at Portsmouth, N. H., of the ship Empire State, of 1640 tons, and claimed to be the largest packet ship in the world, and says:

"If the largest *now* afloat, it will not be so long. The ship Constellation, now on the stocks at the yard of Westervelt & Mackay, and intended for R. Kermit's Liverpool line of packets, is over 1800 tons burthen, carpenter's measurement, and will be launched within ten days."

COL. DUNCAN.—Blake, in his History of Putnam county, N. Y., just published, says: "The true name of the Colonel is *Duncanson*; and, as his father alleges, when he entered the army, by an oversight, or mistake of the recording clerk of the War Department, at Washington, his name was written *Duncan*. The mistake not being corrected, the Department, as a lawyer would say, 'stuck to the record;' and the Colonel, since then, in all his communications to Government and others, has written his surname Duncan.

DESTRUCTIVE FRESHET.—A correspondent of the Albany Atlas writes from Fort Plain, March 1, as follows: "Owing to a considerable fall of rain within the last week, the ice in the creek broke up here yesterday afternoon, about three o'clock, and came down with such force as to carry away three barns and a blacksmith's shop on the bank of the creek. The water *rose thirteen feet in four minutes*. As the inhabitants were taken by surprise they had no time to clear the cellars; they will therefore lose more than they otherwise would have done. The total loss will be about $3,000.

RAILWAY LOSSES.—In a recent number of the London Times newspaper, it was said that £100,000,000, or $500,000,000, had been lost in England alone by the construction of railways. It was found stated in another number of the same journal that nothing, since the South Sea Bubble, had been so disastrous as speculations in the railway shares.

Supreme Court of Louisiana.

Condensed Decisions—NEW ORLEANS, March 12, 1849.

[*Concluded.*]

An abandonment of land must be made in writing. Where a landholder fails to construct his levee and road, as required by law, and the construction thereof is adjudicated to himself, and he proceeds to construct the levee and road accordingly, he has no claim on the Parish for damages, nor for the value of the land which he alledges he has abandoned to the Parish. He then stands precisely as he would stand if he had made the levee and road when directed to do so by the parochial authorities.

F. M. HEREFORD *vs.* THE POLICE JURY OF WEST BATON ROUGE....No. 1187....ROST. J....*Per curiam*: The plaintiff alledges that he was the owner of a tract of land having ten arpents front on the river Mississippi; that after the high water of 1844 it became necessary to construct thereon a new levee, which, in conformity with the general regulations then in force, was to be placed at least one arpent from the bank of the river, which levee the petitioner held himself ready and willing to construct whenever directed to do so; that the Police Jury, conceiving that the levee should be placed at more than one arpent from the bank of the river, appointed commissioners to examine the premises and fix the direction, as well as the dimension and probable cost thereof, and as nearly as possible the amount of the damages which the petitioner might sustain by the construction of the levee; that the commissioners in their report recommended that a new levee should be constructed at a distance of five arpents from the bank of the river, without making any mention of the damages which the petitioner might sustain thereby, which report was adopted by the Police Jury, and the construction of the levee ordered; that the petitioner notified the inspector to proceed in the manner pointed out by law to ascertain the damages, which he refused to do; and that the said inspector advertised to the lowest bidder the making of the road and levee; that the petitioner attended in person on the day fixed for the adjudication, and when the sum of $15,000 was bid, he determined to abandon to the parish his tract of land, and to avoid the ruinous consequences that might ensue, claimed the right to become a bidder, and thereupon bid the sum of $14,500, which bid was accepted, and no one bidding a less sum, the construction of the road and levee was adjudicated to him, and the inspector exacted a bond and security, which were furnished; that the petitioner faithfully complied with the terms of the adjudication, and that the road and levee made by him were accepted by the inspector, and his bond cancelled and returned to him; that, after the completion and reception of the road and levee, the petitioner made known to the Police Jury that in consequence of the placing of the levee five arpents from the bank of the river, he had been damaged in the sum of $6000, which he requested them to pay, or otherwise adopt some resolution for referring his claim to an amicable adjustment, all of which they refused to do: whereupon they were formally notified of the abandonment of his tract to them, and of the intention of the petitioner to claim the full benefit of his contract, and demand payment of the sum of $14,500, and also of his readiness to make a transfer, in an authentic form, of the land. The prayer is, that judgement be rendered in favor of the petitioner for $14,500, and that the Police Jury be condemned to accept a title to the land, or that otherwise the petitioner may have judgement for $6000, the damages sustained by him on account of the unauthorized location of the levee.

The answer specially denies the existence of any law authorizing the claim for damages set up by the plaintiff, and contains, further, a general denial.

On the application of the plaintiff, the venue was changed, and the case tried before a jury of the parish of West Feliciana. At the trial, the plaintiff discontinued his claim for damages, and the jury having returned a verdict in his favor, the defendants have appealed from the judgement rendered thereon.

This case is free from difficulty. It is unnecessary to determine whether the plaintiff could abandon the land, no legal abandonment having been shown, and the fact that he was made being inconsistent with the claim of damages set up in the petition. The plaintiff's counsel contends that the law requires no particular form as the evidence of an abandonment, and that it is enough to do some act which manifests the intention of abandoning the possession, Art. 3411, C. C., to which he refers us, applies to the abandonment of the possession of movables only. As an abandonment of the title to land must, of course, be made in writing.

The adjudication has not changed the rights and obligations of the parties to this controversy. The plaintiff stands precisely as he would stand if he had made the levee when he was directed to do so by the inspector. He would be the first party bound to pay the amount of the adjudication, if it had been made to another, and being at the same time debtor and creditor, his claim is extinguished by confusion.

It is therefore ordered that the judgment in this case be reversed, and that there be judgment in favor of the defendants, with costs in both courts....Elam for plaintiff and appellee; Brunot and Bennett for defendants and appellants.

Under the act of June 6, 1806, sec. 16 and 17, relative to the mutilating, beating, or ill-treatment of a slave by his master, when no one else is present, the affidavit of the master is not conclusive, nor of higher dignity than other evidence. The burthen of proving his innocence is thrown, by the statute, upon the master, who is thus presumed to be guilty, unless he can prove the contrary. The act merely makes the master's affidavit admissible, in addition to the testimony which is receivable in ordinary prosecutions.

THE STATE OF LOUISIANA *vs.* ABRAHAM MORRIS.... *Appeal from the Eighth Judicial District Court, Parish of St. Helena*....No. 1293....KING. J....*Per curiam*: The defendant was prosecuted for the cruel treatment of his slave, under the act of June 6, 1806, B. and C. p. 61, sec. 16 and 17. No person having been present when the alleged cruel punishment was inflicted, the defendant tendered, on the trial, his own affidavit in exculpation, which was received. The judge, however, instructed the jury that it was not conclusive of the defendant's innocence, but was to be received and weighed as other evidence, and might be rebutted. To this charge a bill of exceptions was taken. The accused was convicted and sentenced, and has appealed.

The section of the law under which the defendant's affidavit was received, is as follows: "If any slave be mutilated, beaten, or ill-treated, contrary to the true intent and meaning of this act, when no one shall be present, in such case the owner, or other person having the charge or management of said slave, thus mutilated, shall be deemed responsible, and guilty of the said offence, and shall be prosecuted without further evidence, unless the said owner, or other person, as aforesaid, can prove the contrary by means of good and sufficient evidence, or can clear himself by his own oath."

It is contended, that the oath authorized by this section not only repels the presumption of guilt, created by the statute, but it is to be taken as conclusive of the defendant's innocence. Such does not appear to us to be a just interpretation of the act. The law creates a presumption of the master's guilt, which in the absence of this express legislation, would not arise. It is founded upon the relation of master and slave, and the power of the former to maltreat the latter secretly and without the possibility, in many instances, of otherwise establishing his guilt. He is consequently held answerable for the cruel treatment received by his slave, while under his charge; and when no person is present, is presumed to be guilty of the offence, "unless," in the words of the act, "he can prove the contrary." The burthen of proof in such cases is thrown on the accused, who is required to establish his innocence, and for this purpose is permitted to use his own affidavit, in addition to the testimony which is receivable in ordinary prosecutions. The statute has not said that this oath is to be conclusive, or of higher dignity than other evidence; nor do its terms authorize the conclusion that such was the intention of the lawgiver. The obvious meaning of the expressions "unless he can clear himself by his own oath," is that the defendant's affidavit shall be admissible, and, if believed, that its disclosures shall be such as establish his innocence.

It has been correctly urged by the Attorney-General, that the interpretation contended for by the defendant would enable the master to escape punishment by interposing his oath, when his guilt could be satisfactorily established by other testimony, which could not have been contemplated by the Legislature. He may have previously confessed his guilt, or it may be established by circumstantial testimony, which is often as conclusive as positive and direct evidence, or the facts disclosed by the affidavit itself may bring the jury to a different conclusion from the defendant in relation to the cruelty of the punishment. In such cases the Legislature could not have intended that the owner should escape punishment by interposing his own oath; or that the jury should acquit, notwithstanding their convictions from the testimony, of the guilt of the accused. No greater weight is to be given to the oath of the accused in such cases than to other testimony, and the Judge did not, in our opinion, err in his instructions to the jury. The judgement of the District Court is therefore affirmed, with costs....Attorney-General Simons and District Attorney Baylis for the plaintiff and appellee; Ellis, Haynes and Halsey for defendant and appellant.

The existence of a judicial mortgage on property, does not, in any sense, affect the validity of the disposal of it, by a contract of sale. The owner may sell it, and the purchaser takes it, subject to the mortgage. Where a judgement creditor charges a party with colluding with his debtor, and aiding him fraudulently to remove his property, which is subject to the creditor's mortgage, beyond the limits of the State, such creditor can maintain no action if the prior judgements exceed in amount the value of the property, as then no damage would accrue to him in consequence of such proceeding.

ELIZABETH KEMPE, TUTRIX, *vs.* GEO. W. NICHOLS... *Appeal from the Ninth Judicial District Court, Parish of Concordia*....No. 1238....EUSTIS, C. J....*Per curiam.* The plaintiff is a judgement creditor of Charles N. Rowley. The judgement having been duly recorded, operated as a general mortgage on the property of Rowley. The petition alledges that certain slaves therein named, owned by Rowley and in his possession, though covered, for fraudulent purposes, under the name of Jacob D. Lansing, of the value of $10,000, were removed from the State to parts unknown. It charges that the defendant, fully aware of the mortgage rights of the plaintiff upon the slaves, and intending to defeat them, colluded with Rowley, and others, to the petitioner unknown, and fraudulently aided in removing the slaves—he, the defendant, well knowing the utter insolvency of Rowley, and thus accomplishing their purpose of defeating the mortgage. It further states, that after exhausting all the property of Rowley, known to the petitioner, a large balance of the judgement remains due and unpaid, and that she has sustained damage to the amount of the value of the slaves, by the illegal, unjust and fraudulent acts of the defendant in the premises. She prays judgement for $10,000, the amount of alledged damages, and for general relief.

The defence to this action is an alledged *bona fide* purchase of the slaves by the defendant, from Charles N. Rowley, as the attorney in fact of Samuel Rowley, by act under private signature, dated 31st July, 1847, for a just price—he, the purchaser, believing that the said slaves belonged to said Samuel Rowley. There was a verdict for the defendant, and judgement having been rendered in conformity therewith, the plaintiff has appealed.

In addition to the general defence resting on the *bona fides* and the validity of the purchase of the slaves by the defendant, a point was made and has been argued before us, that there were other judicial mortgages against Rowley's property, having precedence over that of the plaintiff, and that the plaintiff has no sufficient interest in the slaves to support the present action for damages against the defendant. It appears that the judicial mortgages recorded against Rowley exceed the sum alledged to be the value of the slaves; the petition states that his property has been exhausted, and it follows that these slaves, eight in number, alone remain to satisfy the prior judgements against him.

The judicial mortgage gave a right to the plaintiff over the property of the debtor for the security of her debt, with the power of having it seized and sold in default of payment. The existence of a judicial mortgage on property does not in any sense affect the validity of the disposal of it by a contract of sale. The owner may sell it, and the purchaser takes it subject to the mortgage. It may be sold under execution, the mortgage still subsisting in the hands of the purchaser.

The injury complained of by the plaintiff is the collusion of the defendant with Rowley and others, in removing the slaves from the State, and thereby defeating her mortgage. She having neither the ownership nor the possession of the slaves, if her action be based upon the 2294th art. of the Code, which provides that every act whatever of man that causes damage to another, obliges him by whose fault it happened to repair it, it is then incumbent on us to ascertain what damage the plaintiff has suffered by the acts of the defendant in thus aiding in removing the slaves. The petition assumes that the measure of the responsibility of the defendant is the value of the slaves. Let us suppose, then, that the slaves are returned and sold under execution, and that the proceeds be brought in court for distribution. The plaintiff can have no portion of them; they must be applied to the satisfaction of the previous judgements; and thus, it seems to us, that the plaintiff stands before us, without interest to maintain the present suit. She has sustained no injury, and can have no action. Or, if it be conceded that the plaintiff's *jus in re*, resulting from the general mortgage, is sufficient to authorize the action, the damages must be merely nominal, and below, in amount, the jurisdiction of the court of the first instance.

The right of the plaintiff to maintain this action, is placed upon the same footing, by the argument of counsel, as that of the creditor, to set aside a fraudulent conveyance made by his debtor. The cases are similar in principle, but the objection taken to the present action is provided for expressly in the revocatory action, and removed.

The judgement in that action, in avoiding the fraudulent contract, applies the property conveyed by it, or its value, to the payment of the plaintiff's debts. (C. C., 1972.) We think the provisions of law concerning the revocatory action, are in conformity with the views we have expressed concerning the plaintiff's right of action in this case as presented to us, in thus creating a definite interest in the creditor, in the results of the litigation which is thus made to ensure to his benefit.

The District Judge was of opinion that the judicial mortgages recorded against Charles N. Rowley, for an amount exceeding the value of the slaves, and having precedence of the plaintiff's mortgage, did not destroy her right of action in this action, and so charged the jury, who found a general verdict for the defendant. The evidence satisfies us that the slaves, at the time of the alleged purchase by the defendant from Charles N. Rowley, as the attorney in fact of Samuel Rowley, were the property of Charles N. Rowley and not of Samuel Rowley, and that the names in which the titles were placed, for the benefit of Samuel Rowley, were used by Charles N. Rowley for his exclusive benefit, for the purpose of screening the slaves from his creditors. We do not find that the relations of Lansing and Samuel Rowley and Charles N. Rowley, in respect to these slaves, differ materially from those established in the cases of Rowley *vs.* Kempe, 2 Annual, 362, and Farrar *vs.* Rowley, *idem*, 478.

As to the property of Nichols to the extent of the interest of Charles N. Rowley, which his transactions, which have been the subject of judicial investigation, have disclosed his position and relations with the latter, leave no doubt on our minds, and we not concur with the jury as to the *bona fides* of the defendant in his alledged purchase of the slaves. Although averse to the reversal of verdicts of juries on questions of fact, in such cases as this, we should have felt ourselves obliged to have set aside this verdict and have ordered a new trial, had the plaintiff made out a sufficient cause of action. As the case now stands before us, the only judgement we can render is that of non-suit. It is, therefore, ordered that the judgement of the District Court be reversed, and that judgement be rendered against the plaintiff as in case of non-suit, with costs in the District Court, the defendant paying those of this appeal....Thomas for plaintiff and appellant; Stacey and Sparrow for defendant and appellee.

AMERICAN COLONIZATION SOCIETY.—Upon examination of the thirty-second annual report of this society, we find that the friends of colonization in Africa are every where exhibiting new energy and life in regard to their benevolent design. Many interesting facts respecting the progress of the society, are given. It is stated that Mrs. Elizabeth Sherman, widow of the late Roger M. Sherman, of Connecticut, who died on the 3d of Aug. last, and had long been a liberal contributor to the society, left it by her last will, a legacy of $4000. It is also stated that Dr. Charles Everette, of Albemarle county, Va., who died in October last, left his slaves, thirty-three in number, to be freed and settled in Liberia at the expiration of five years, the intervening time to be employed by a discipline and education suited to prepare them for a new mode of life.

During the past year, the society has sent 443 emigrants to Liberia. Of these, 324 were liberated for the purpose of going to Liberia; 2 were recaptured Africans, the remaining 117 were free. One hundred and seventy of these emigrants were from Virginia, 60 from Georgia, 37 from Louisiana, 35 from Mississippi, 28 from Kentucky, 23 from Alabama, 10 from Washington City, 9 from Pennsylvania, 7 from Illinois, 5 from New York, 5 from North Carolina, 5 from Georgetown, D. C.; 1 from Ohio and 1 from Michigan.

These emigrants are now in Liberia, successfully prosecuting various branches of business. Their health has been generally good, only four adults and eight children having died with the acclimating fever. The report justly remarks, that 12 deaths out of 412 emigrants, is not an alarming mortality.

The report states that application has been made for a passage to Liberia, from 245 in Mississippi, 69 in Tennessee, 27 in Indiana, 24 in Kentucky, 2 in Ohio, 64 in Virginia, 60 in South Carolina, 6 in New York, 7 in Connecticut, 1 in Georgetown, 5 in Washington City, 16 in North Carolina, and 125 in Georgia—making a total of 657.

It is calculated, reasoning from the past year, that before the close of the present year, applications will be made for a passage for at least five hundred more, provided the society can send out the present applicants as fast as they are ready to go. Few of the applicants are able to pay their own expenses. It would be a subject of regret if the want of funds should prevent these applicants from going.

CANADA.—It is difficult to restrain the people of Canada amid so many changes and revolutions—they seem determined upon an independent government. Debates in the Canadian Parliament are very personal. The other day a passage took place between Dr. Nelson and Papineau. Mr. P. interrupted Mr. N. with "*a lie*," and N. called P. "*a liar*." Papineau is a bold debater—fearless of all consequences. The English Government comes under his lash in every paragraph. He intimated in a late speech, that the French population would not stand their present condition another year. It was now difficult to restrain them in order to keep the peace. The volcano was ready to burst. Bayonets and salt-petre would not intimidate them. Forts or towers would not stand in their way.

EARTHQUAKES IN THE WESTERN ISLANDS.—The Azores have been kept in a state of constant alarm for nearly two months past by a succession of earthquakes, which have thrown down many houses and churches in these islands. The alarm was heightened to an intense consternation one night in December by the appearance of a brilliant Aurora Borealis in the west; such a phenomenon is without a precedent in that quarter.

FROM THE SANDWICH ISLANDS.—A letter from Honolulu, [illegible]ted Ooctober 29, 1848, gives the following account of the impeachment of Dr. Judd, the Hawaiian Minister of Finance, which has not been noticed in our previous advices of the same date, says the New York Tribune.

Since my last, and within a few days, our ordinarily quiet town has been in quite an excitement, consequent upon an impeachment which has been presented to the King, against Dr. Judd, his Minister of Finance. The charges against him are sixteen in number, and accuse him of all sorts of misfeasance, and malfeasance, and corruption in the management of the "Royal Exchequer;" of using Government funds for private speculations, for the benefit of himself and his speculating partner, Wm. Pate, collector of customs; of making false entries, and omitting other entries which ought to have been made in the Treasury books; of buying large amounts of property with Government funds; then after a few days charging it over to Government at a large advance, and pocketing the difference, and otherwise peculating upon and defrauding the King of his revenue.

The person presenting these charges, or articles of impeachment, is a Scotchman by the name of G. M. Robertson, the "under Minister of the Interior ad interim," and "Chief Clerk of the Home Office." He is an allegiance subject, has been a long time in Government employ, and within a year or eighteen months he was Judd's Secretary and book keeper of the Treasury. He is assisted by a Mr. Jarrett, Judd's present Secretary and book keeper, and consequently speaks from the book. Wyllie, the King's Minister of Foreign Relations, has secretly assisted in the preparation of the charges.

☞ The Louisville Courier is responsible for the following "tough one":—"We have been told that an old gentleman, who was robbed during the Taylor reception, was so careful of his pocket-book that he put it in his breeches pocket, put his hand in with it, and pinned up the pocket; and yet, the adroit rogues, whilst the old man was enthusiastically cheering the General, unpinned the pocket, took out the hand, abstracted the money, replaced the pocket-book, put back the hand, and pinned up the pocket again, without discovery."

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☞ J. W. refers to the following gentlemen who have honored him with their patronage:

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N. B.—Dentists supplied with Gold Foil and Plate....Office No. 112 St. Charles Street. fy3-1Mar25

GOLD ROCKERS FOR CALIFORNIA.

ANY person wishing to purchase GOLD ROCKERS, such as are recommended in this paper, apply at No. 24 TCHOUPITOULAS street, or at No. 93 CARONDELET. fy20

FRENCH POTS.

20.000 POINTS French Pots, Nos. 1 to 108, in store and for sale by SAMUEL LOCKE, 8 and 9 Front Levee, mh13 between Customhouse and Bienville sts.

NAVAL STORES.

JUST ARRIVED from Wilmington, N. C., per schooner Mary Augusta—
862 bbls. COMMON ROSIN.
100 bbls. PITCH.
120 bbls. SOFT TURPENTINE.
318 bbls. TAR. For sale by
mh1 JOHN W. ANDREWS & CO., 91 Common st.

EDWIN C. LECKIE, *ATTORNEY AND COUNSELLOR AT LAW*, 95 ST. CHARLES STREET. Any claims entrusted to him for collection or settlement in the Parishes of Rapides, Avoyelles or Catahoula, will be promptly attended to.

REFER TO—Gen. Jos. Walker, Wm. Dunbar, and W. R. Leckie, New Orleans. d12 6md&W

STORAGE....STORAGE....STORAGE.

THE bulk of 50,000 BARRELS can be received at our different Warehouses, at reasonable rates. EMERSON, TOURNE & CO., n28 158 Tchoupitoulas street.

G. HEATON,
STAR PLANING MILL,

CORNER OF HERCULES and CALLIOPE Streets, New Basin—keeps constantly on hand a general assortment of YELLOW PINE and CYPRESS LUMBER, Also—Dressed Flooring, Ceiling and Weatherboarding.

☞ Lumber Sawed and Dressed to order at the shortest notice. d21 6m*

A. HILL. R. L. SCHEPMOES.
ALEXANDER HILL & CO.,
46 CHARTRES Street, (formerly Hill, Cooley & Co.,)

WOULD respectfully invite their patrons and the public to examine their entire new stock of FANCY GOODS, embracing a greater variety than is to be found in any single establishment in the city. We have added to our usual assortment GERMAN TOYS, and suitable ORNAMENTAL and USEFUL GOODS, consisting in part of Dressing Cases, Work Tables, Embroidered Baskets, Work Boxes, Toilet Ornaments, Watch Stands, Wax Dolls, Toy Tea Sets, Gold Thimbles, Pencils, Studs, Silver Combs, (very rich,) Shell Combs, (every pattern,) Card Cases, Graces, Games, etc., etc.; Steel Bags, Purse and Belt Trimmings, and Plain and Shaded Pane Silks, etc., etc.; Velocipedes and Propellers, Accordions, etc., etc.; Needles, Pins, Perfumery, Soaps, etc.; all of which we offer at the lowest possible rates. mh5 A. HILL & CO., 46 Chartres st., N. O.

TO CALIFORNIANS!

SMITH & BROTHER, No. 52 COMMON STREET,
GRAND DEPOT for the sale of all
INDIA RUBBER GOODS
Manufactured under GOODYEAR'S PATENT.

☞ S. & B. have for sale, and are constantly receiving, almost every article necessary for the comfort and use of the CALIFORNIAN EMIGRANT. Among their assortment may be found AIR BEDS, Air Pillows, India Rubber Cloth Riding Caps, Sou'westers, Cloaks, Coats, Ponchos, Clothing Bags, Travelling Bags, Bottles, Water Tanks, Blankets and Tarpaulins. ....ALSO....

TENTS, PACK SADDLES, CALIFORNIA SADDLE BAGS, Saddles and Bridles, of every description; Bitts, Stirrups, Spurs, Hair Rope, Moss Blankets, etc. etc. fy28

CROCKERY AND GLASSWARE,
☞ AT WHOLESALE!! ☜

COUNTRY MERCHANTS and City Retailers 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 GLASSWARE.

☞ Terms moderate, and packing guarantied.
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.

PERFUMERY, ETC.

TO THE LADIES AND GENTLEMEN OF NEW ORLEANS.—Having become agent for the sale of PERFUMERY made at the celebrated manufactory of L. Busy, No. 122 Chartres street, New Orleans, I can assure you that I can furnish every article in that line fresh, and not inferior to any imported from Europe. I pledge myself to sell every article, according to quality, as cheap as any one can possibly sell, and guaranty every article. Ladies or gentlemen who have fine Toilet-bottles for Extract of Cologne, Lavender, fine Pomade, Cold Cream, etc., can have them replenished on very reasonable terms, saving the expense of repurchasing new bottles. I hope you will call and examine my store, and see for yourselves. I wish to avoid every thing like deception. I wish to inspire every lady or gentlemen who may purchase from me with confidence in my stock. I am here not to make a little money and run off to spend it in other countries; here are all my interests and sympathies. If successful, you will eventually see an establishment truly American, and worthy of your liberality. I am no fortune-seeker. I make money to enable me to approach as near a gentleman as possible.—For gentlemen, I have my Dressing-room well supplied with the best SHAVERS and HAIR-CUTTERS to be found any where, without any regard to expense. My BATHS have a careful and polite attendant. I shall ever be ready to wait on the ladies first, as in their due, and my choice. I shall give a general supervision to the whole establishment, and see that even the most fastidious are pleased.

☞ I am the sole agent in this city for the chemically-prepared *HONE, or Arkansite Stone*, prepared by J. H. Ward—a stone, I truly believe, far superior to any stone heretofore in use, for all kinds of instruments. The carver, engraver, dentist, cutler, barber, and all persons who wish to use a fine edge tool, will find it to their advantage to purchase this Hone.

My KAPURLAPIUM possesses all the virtue it has so long maintained, and still stands unrivalled for preventing the Dandruff. N. B. GOINS,
fy24 1y d&W Nos. 28 St. Charles and 94 Common sts.

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." [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, furnished 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 fashionable resort 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. RICHARD MURPHY.
d14 3m

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 reopened 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 best of good livers. He has 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