The Daily Crescent.

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THE DAILY CRESCENT.

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NEW ORLEANS:
THURSDAY MORNING, MARCH 22, 1849.

Correspondence of the Crescent.

Weather and Business—The America's News—The London Times and the Pacific Railways—Disappointed Office Seekers—The Aerial Machine.

NEW YORK, March 12, 1849.

Eds. Crescent—Our fine weather still continues, and New York is full of life and business. Crowds from the country are already arriving, giving the finest encouragement to our merchants, who anticipate, with reason, the largest kind of a spring trade. Wall street, always eccentric, seems suspicious at this moment of general encouragement, and refuses to bring our Government securities up to a level at all corresponding with the mark set by the London holders and takers. There is something in this that I cannot comprehend—Treasury Notes to-day sell at 110 and U. S. Sixes, '68, at 112. A large decline since Friday.

This morning's papers present a detail of the European news brought by the steamer America, and a history of events which took place on the Continent during the two weeks that elapsed between her departure and that of the last previous steamer. A history fuller of interest, and indeed, incident, than any two of our old fashioned *years* could have produced. The course that Republican France is marking out with regard to Republican Rome is not the least memarkable of the facts recorded in that history, but it calls for no surprise on the part of those who, like myself, have distrusted from the first, the republicanism of Louis Napoleon, and his partisans. Matters will now soon be brought to a crisis, and if the balance should turn in favor of a general resort to arms, an important result will be the redstablishment of a monarchy in France. Louis Napoleon and his friends know this, and as he will be made the chief instrument in bringing about such a *necessity*, his chances among the competitors for the crown will outnumber those of all others. Louis Philippe in England, is of course not idle, and his influence with the British Cabinet will probably form one of the chief obstacles to the attainment of the object of the Bonapartists. Of this fact no notice seems to be taken.

The Paris *Patrie*, a paper high in the Government confidence, says that it is reported that the kings of Naples and Sardinia, with the concurrence of *all the powers*, will intervene on the Papal Territories and Tuscany, and in this event the naval forces of *England and France* will take their position at Civeta, Vecchia and Leghorn.

The London Times gives our Government credit for a degree of judgment to which we have lost all claim, by the adjournment of Congress without having done any thing for the encouragement of the projects devised for uniting the Atlantic and Pacific oceans. That paper says it is easy to predict, that during the next few years the rivalry in enterprise between the United States and England will chiefly be directed to the northern coast of the Pacific. For England to get to that quarter "she must either have a canal through the Isthmus, or make the old passages by way of Cape Horn or the Cape of Good Hope, or be content to discharge her cargoes at Chagres [taking it for granted that Aspinwall & Co. would have the aid of Government to carry out their plan of a railroad] and run up to an American port for a return freight."

This is true, and our Government, seeing its truth, should have offered every description of encouragement to the project of constructing the road. The British seem to favor the idea of a ship-canal more than that of a railroad, and the Times reviews favorably the plan of Louis Napoleon, published in 1843, for a canal, etc., by the Nicaragua route.

Some of our office-seekers, who have spent the last week or two in Washington, are returning to the city with dissatisfaction stamped upon their countenances. Gen. Taylor would not entertain a single offer of their disinterested services, until it should pass through the hands of people who could feel none of the gratitude which they reasonably expected to influence the President.

These Cabinet people, say they, have so many dependents of their own in their respective districts, that New Yorkers stand no chance for the offices worth having, except those few which have been snapped up by ex-governors and editors. May their disappointment never be less, say I. The best men do not go to Washington to seek for office.

I see by the handbills along the streets, that Porter's Aerial Steamer will call, on its passage to California, at the different towns under its route, for emigrating parties of twenty or more. The name of Porter's partner is *Rob*-John.

Respectfully, yours. INDICATOR.

Letter from Panama.

The Trip Across the Isthmus—The River-water—Delightful Climate—Value of Money—Price of Provisions, etc.

PANAMA, Feb. 21, 1849.

Eds. Crescent—About a week has elapsed since I arrived at this place, and I expect to be here a week longer, when I will go in the brig Belfast. She carries 76 passengers at $100 per head.

It is the height of folly to believe all the stories you have and may hear concerning this route. It has been said that Chagres is a place as insalubrious as any in the world, and that the banks of the river are infested by insects and reptiles. Such, if I may judge from my experience, is not the case; but on the contrary, though Chagres is situated in latitude 9° north, its climate is superior to that of any place in Louisiana. I have not yet felt a single musquito. The water used at Chagres for washing and culinary purposes comes from a mountain spring. The water of the river at its mouth, is slightly impregnated with salt; three miles above it is drinkable, at six it is very good, and at Gorgona it cannot be surpassed, being perfectly delightful either for drinking or bathing. The Chagres river is a lovely stream, rapid and shallow, much resembling Flint river in Georgia. The banks are heavily timbered, and vocal with the chattering of monkeys, the prating of parrots and the sweet notes of the mocking bird. All these, combined with El Dorado in anticipation, make the trip from Chagres to Gorgona very pleasant, especially as the monotony was occasionally varied by a social glass to those we left behind.

The steamer Orus is plying on the river, and might do more business than she does were her charges not quite so exorbitant. She can only get half way up, and then her passengers are placed in canoes. We took canoes from the start, at $5 per head. From Gorgona we took mules at $5 a piece. The last lot of travellers, I learn, had to pay double that price. When we came, there were but few passengers; now, in consequence of recent arrivals at Chagres, the number is swelled to about nine hundred. I hear as yet of but few cases of sickness; during my stay I have not seen a single case of drunkenness, and the utmost harmony prevails among the Americans and between them and the natives.

In relation to the value of money here, I may tell you that a five franc piece is worth as much as a Mexican or Spanish dollar, which passes for ten bits; the half dollar is worth four, and the quarter two bits. Dimes are taken at eight to the dollar; half dimes at sixteen to the dollar. American Eagles are worth $8 and Half Eagles $4; a Columbian doubloon is worth $17; a Mexican doubloon, $18; and a Spanish doubloon, $20.

Flour sells for from $25 to $30 per barrel; and first quality biscuit at $7 50 to $10 per barrel. Broken Indian corn is selling at from five to six bits a measure of about a peck. I have not tasted a drop of good liquor since my arrival in the country. A good eating-house might make a fortune. The American Hotel is kept by a Dutchman. J. S. O.

☞ The following is extracted from a private letter, which we have been kindly permitted to use for publication, dated—

CHAGRES, Feb. 23, 1849.

Dear Sir: After a pleasant passage of seventeen days, we are safely landed in the beautiful village of the above name. The coast is very rough and bold, and the river (or perhaps I should say, the harbor) of Chagres is the most difficult of entrance, and the most dangerous, in the whole length of it. Our passengers are all well. Some have gone up the river—their anxiety to get to *El Dorado* scarcely allowing them time to eat or sleep. I have rambled around through both town and country, and have had the gratification of seeing many of the Tropical fruits in luxuriant growth—among the rest, cocoa-nuts in abundance. On the hill, which is of great height, is a magnificent castle. I visited the Catholic Church, and afterwards the *padre*, or priest, whom I found reading, in his room, the walls of which were hung round with pictures of Wellington's and General Taylor's victories. He was very gentlemanly in his deportment, and, in the course of our interview, asked whether I was English; to which I replied, "No, I am Irish." At parting, he cordially shook hands with me, and blessed me.

Now about finances: I will be brief—you can live here on six shillings per day, and from that to as high as you wish. I cannot conceive how, or from what motive it is that travellers have represented those people as great rascals. I never saw so much civility from people of their condition in life. They are, too, very moderate in their charges. Our boat hire is $40—some are paying $50, according to size. J. L.

[From the New York Evening Post.]

Foreign Items.

Since the introduction of railways in England, the turnpike roads have been a dead weight upon the country. The annual expense of keeping them in repair is about thirteen millions of dollars a year.

The splendid furniture of the Hotel Lafitte has been sold in Paris. It brought large prices.

An English company has purchased the celebrated silver mines of Guadacanal Sierra Morena, which have been flooded with water for 150 years. An immense steam pump has been at work with success, to drain the mines, which it is believed will produce large profits.

Habeneck, a celebrated leader and trainer of orchestras, recently died in Paris.

The pay of a Surgeon in the British army is 13s. sterling per day.

Paralysis is now said to be cured by *alkaloid strychnia*, in doses of a grain, given two or three times a day. Rather a dangerous remedy.

It has been proposed in Parliament to register deeds and incumbrances on real estate in Great Britain.

It is noticed in England that the mercury of the barometers has recently indicated an extraordinary rise, and often repeated—31.35 and 31.40 have been repeatedly noticed. The same curious fact has been observed here.

An act is about to be passed excluding insolvents from the House of Commons.

The Italian Opera in London has 23 principal singers, and a chorus of 94 persons.

Mrs. Mowatt is still playing at the Marylebone theatre, with success.

The French Government has received an official report in relation to the gold mines of California. From whom?

Westmacott, jr., has been elected a Royal Academician.

The sale of a portion of the ex-King Louis Philippe's race horses took place on Friday, at the Royal stables in the Faubourg de Ronle. It was numerously attended. All the foreigners of rank in Paris were present, together with a considerable number of the French nobility. The horses, which were in capital condition, brought good prices, and were eagerly contended for. Col. Fleury attended for the President of the Republic, and bought an untried colt. Altogether, the prices obtained were considered high, particularly by the English sporting characters present, who were generally outbid by the French.

On Saturday a seizure was made at a bronze manufactory in Paris, in the quarter of the Hotel de Ville, of a great number of medals, bearing the profile of the Duke de Bordeaux, together with the dies from which they were struck.

The President of the Republic has made a present of many thousand pairs of blankets to the poor of the Faubourg St. Jacques, which district, perhaps, comprises the most miserable part of the population of Paris.

A considerable augmentation is daily taking place in the number of persons visiting Paris, or returning to it after a long absence caused by the late political convulsions. This is especially noticed in a quarter which is remarked for being preferred by Englishmen—the neighborhood of the Madeleine. Some short time since notices of houses to let were most numerous. These signs of desolation have, however, gradually disappeared, and it is now rather difficult than otherwise to procure accommodation in the quarter referred to. House rent has, of course, increased in proportion.

From Gaeta we hear simply that the Pope enjoys good health. His Holiness had held a convocation, at which eleven cardinals were present.

MILLS' STATUE OF JACKSON.—The Washington correspondent of the Baltimore Clipper, writing under date of the 17th instant, says: "The rooms of Mr. Clark Mills, near the Treasury Department, have, within the last week, been visited by hundreds. He has completed the model of a horse (one-third larger than life) rampant, on which is to be a representation of Jackson, as he appeared at New Orleans in 1815. The casting is to be of brass, the cannon captured by him in Florida. The foundation stone is to be laid in Lafayette Square on the 4th of July next, and the statue placed there on the 8th of January, 1850."

REMOVAL OF PONTIFICIAL EMBLEMS.—In Rome every emblem connected with the Pontificial reign, and the arms of the Pontiff, surmounted with triple tiara, are only allowed to figure on church porticoes and over the residences of Ambassadors, who are supposed to hold merely spiritual intercourse with the head of the church in reference to their various territories.

☞ The Council of Censors in Vermont, a body elected once in seven years, to suggest alterations in the constitution, etc., have called a convention to amend the constitution, to meet at Montpelier, on the first Wednesday in January, 1850. One of the proposed amendments is the election by the people of the judges of county courts, sheriffs and State attorneys.

SEVEN GIRLS WANT HUSBANDS.—We have before us, says the Cincinnati Commercial, a letter dated Olean, Ripley county, Ia., and signed by seven girls—two of 16, three of 17 and two of 18—who signify a keen desire to marry, each, a respectable California bound young man! They say they are white, bear good characters, and are all tolerably good-looking! The letter has special reference to the New York California company, who advertised for wives, but we presume the Hoosier girls will not refuse any respectable young men who may visit their place with honorable intentions.

ARRIVAL OF GOLD.—We understand that Hatch, Gray & Co., brought to this city this morning, several packages of gold, direct from San Francisco. It was imported in the whaleship Euphrates, Capt. Edwards, which has arrived at Tarpaulin Cove. The gold was safely delivered to the consignees in this city.—*Boston Journal.*

MORE GOLD.—Last evening (says the St. Louis Union of the 15th inst.) we were told of a private letter which had been received in this city from a gentleman in California. The letter states that a party of men, who had heard of a very rich deposit of gold somewhere in the mountains, started in search of it with a long train of mules and wagons. The Indians hearing of the design of the men, and wishing to prevent their discovering the mine they were in search of, stationed themselves on the top of a neighboring mountain, and as the train was passing the base, rolled down upon it what they supposed to be a number of huge rocks, which crushed in their course a number of wagons and mules. After the torrent had ceased, the men were about to resume their journey, but seeing there was a peculiarity in the appearance of the rocks, they were induced to examine them more minutely, when to their great surprise and joy, they discovered that each supposed rock was a vast mass of gold. We did not see the letter, and consequently can not vouch for the truth of this statement.....

[The story is a *leetle* tough.]

MELANCHOLY OCCURRENCE.—On the morning of the 18th ult. the residence of John Wodel, in Lawrence township, was destroyed by fire, and his father, who was at an advanced age, and his infant child, were consumed with the building.—*Clearfield (Pa.) Banner, March 5.*

☞ The receipts of the Lowell and Boston Railroad, for the year 1848, were $461,339 35.

Supreme Court of Louisiana.

Condensed Decisions—NEW ORLEANS, March 19, 1849.

[*Continued.*]

The provision of the act of June 1, 1846, sec. 13, directing that an affidavit be made before the arrest of a slave, is intended for the protection of the owner, and his neglect to insist on this right is not an irregularity of which the slave can complain.... The presence of the District Attorney is not indispensable to the validity of a prosecution against a slave; and in the absence of the District Attorney the Court is invested with the power to appoint counsel to prosecute in behalf of the State.... The objection that one of the Justices of the Peace was not present to aid in selecting the jurors, must be made before the jurors are sworn.... A person who is charged as a slave, and submits to a trial as such, without objection, so far admits his condition as to dispense the State from proving his slavery.

THE STATE OF LOUISIANA VS. SLAVE JERRY... *Appeal from a tribunal composed of two Justices of the Peace and ten owners of Slaves, of the Parish of Madison....*No. 1302....KING, J.... *Per curiam:* "The defendant was convicted of the murder of a slave, and from the sentence of the Court has appealed. The grounds on which a reversal of the judgement of the lower Court is claimed, are: 1. That no statute of the State makes the killing of a slave murder. 2. That the accused was not arrested in virtue of a writ issued upon a previous affidavit. 3. That the District Attorney did not assist at the trial, and the appointment of counsel to prosecute on behalf of the State was unauthorized by law. 4. That the tribunal by which the defendant was tried, was illegal, and its proceedings void, because the assisting Justice was not notified to attend until the day of trial, and was not present to assist in selecting the slave-owners who served as jurors. 5. That the accused was not proved on the trial to be a slave. 6. That the sentence was signed by but one of the Justices.

"I. The first point has been determined in the case of 'The State *vs.* the slave Dick,' (just decided.)

"II. The slave was taken into custody and his presence secured at the trial. It can be of no importance now to inquire by what authority he was arrested. The provisions of the act of 1846, (p. 115, sec. 13,) directing that an affidavit be made before the arrest of a slave, is intended for the protection of the owner, who cannot be required to surrender his slave until facts shall have been sworn to which authorize a prosecution. His neglect to insist on this right is not an irregularity of which the defendant can complain.

"III. The statute imposes upon the District Attorney the duty of prosecuting slaves accused of capital crimes, but his presence is not made indispensable to the validity of the proceedings. All of our Courts are vested with the power to appoint counsel to prosecute in behalf of the State, in the event of the absence of the District Attorney.—R. & C. Di., p. 186, sec. 20.

"IV. The objection that the assistant Justice was not present to aid in selecting the slave-owners, should have been urged before the jurors were sworn. The accused cannot be permitted, under the provisions of the statute, to accept jurors who may have been irregularly chosen, and, after verdict, take advantage of the irregularity. If he permit them to be sworn without objection, his silence must be considered as a waiver of the irregularity. See 'The State *vs.* slave Isaac,' 3 Annual, [not yet reported.]

"V. The defendant having been charged as a slave, and having submitted to a trial as such without objection, so far admitted his condition as to dispense the State from proving his slavery.

"VI. The signatures of both of the Justices of the Peace to the sentence, are not required by the statute.....The judgement appealed from is therefore affirmed." Attorney-General Elmore for the State, appellee; Haynes and Moore for defendant and appellant.

An injunction will not lie against the seizure of a slave, on executory process, on the ground of the inaccuracy of the description of his *color*, when his identity is unquestionable in point of fact and he has been described by *name* and *age* in the act of mortgage.

FRANCES GRIFFIN, ET AL. *vs.* THE BANK OF LOUISIANA.... *Appeal from the Seventh Judicial District Court, Parish of West Feliciana*....No. 1324....EUSTIS, C. J.... *Per curiam*: The Bank of Louisiana instituted executory proceedings on a mortgage executed by Mildred Brown to secure the payment of a loan of money. A tract of land and several slaves were included in the mortgage. At the decease of Mildred Brown her property was sold by the Court of Probates, and at the sale the plaintiffs became the purchasers of a slave named Jim. He is described in the *proces-verbal* of the slave as a negro man named Jim, thirty-five years of age, and is mentioned in the inventory made of the deceased's property under the same description. In the mortgage given by the plaintiffs to secure the payment of the purchase money, the slave is described as a negro man aged about thirty-five years. In the mortgage to the Bank on which the executory process issued, dated about two years previous to the sale, he is described as the negro man Jim, aged thirty-three years. The executory process was executed by the seizure of a slave in the possession of the plaintiffs bearing the name of Jim, who it appears is a mulatto. An injunction was granted, and after a trial before a jury, who found for the plaintiffs, the injunction was made perpetual and the Bank has appealed. It is urged that the jury were satisfied that the wrong slave had been seized and they were proper judges of his identity, as the slave himself was before them. This finding would be conclusive with us under any other circumstances. But, in this case the plaintiffs in their petition do not undertake even to allege that the slave seized is not the slave mortgaged. True he is a mulatto, but in the several acts which we have before recited, he is described as a negro. The name and age given him it is not contended there is any error about. His identity is unquestionable in point of fact, and the only matter put in issue by the petition for injunction, is the accuracy of the description of his color, which is not of itself material; the description of him by name and age being sufficient to render the mortgage valid. Succession of Montgomery, 2 Annual, 471.

The mortgage in favor of the Bank containing the pact *de non alienando* and subsisting under the charter, notwithstanding the sale by the Court of Probates, the slave in question was lawfully seized.

The points raised by the counsel for the plaintiffs in argument in favor of the extinguishment of the debt due the Bank on the original loan, we think untenable.

The judgment of the District Court is therefore reversed, the injunction dissolved, and the plaintiffs' petition dismissed with costs in both Courts. Ratliff and Cowgill, for plaintiffs and appellees; W. B. Phillips, for defendant and appellant.

A creditor of an insolvent will not be allowed a judgement with privilege in a suit against the Syndic. Privileges must be settled in proceedings taken by the creditors of the insolvent contradictorily among themselves. The Syndic represents the mass of the creditors, and not individual creditors.

MARGARET POSEY AND HUSBAND *vs.* SYNDICS OF A. DUNBAR... *Appeal from the Seventh Judicial District Court, Parish of West Feliciana*...No. 1325. EUSTIS, C. J.... *Per Curiam:* "Margaret Posey and her husband, the appellees, intervened in a suit between the Syndics of A. Dunbar and Stephen and Gideon Neville, which was instituted for the recovery of the purchase money of a certain tract of land bought by Stephen Neville at the sale of the insolvent's property. The petition of intervention claimed the price of the land under the privilege of the vendor, Margaret Posey having sold the land to Dunbar, the insolvent, who had never paid for it. He had placed this tract of land among his property on his schedule, and surrendered it to his creditors, whose Syndics took possession of it, and sold it to Stephen Neville. A tableau of distribution was filed by the Syndics on the 13th of April, 1843, which was homologated, so far as not opposed, on the 23d of May following. On the 16th of December, 1844, the attorney of the appellees made an application for leave to file an opposition to the tableau, which application was disallowed. No mention is made on the schedule or on the tableau of the appellees, or of the claim set up by them. The proceeds of the sale of this land having been returned by the Syndics in the account as assets, have been thus decreed to be distributed by the homologation of the tableau. Neville gave notes to the Syndics for the price of the land, and these notes not having been paid, suit was instituted upon them, and, after an appeal to this Court, judgement was rendered for the balance due on them. The appellees, intervening in this suit and claiming the vendor's privilege, had judgement against the Syndics for the same amount, with a privilege on the proceeds of the land. The Syndics have appealed. The case has been submitted on the written argument of the counsel for the appellees, without any argument on the part of the appellants. The privilege claimed by the appellees cannot be established in an action against the Syndics: the parties in interest are the creditors claiming adverse rights to it. The Syndics represent the mass, and not individual creditors. The creditors have a judgement on the fund to be distributed under the tableau, and we do not understand that their rights, thus secured, can be affected in an action against the Syndics. That part of the judgement which gives the appellees the privilege is clearly erroneous. The judgement of the District Court, allowing the intervenors and appellees a privilege on the proceeds of the tract of land sold to Neville, is therefore reversed, and in other respects is affirmed, the appellants paying costs of the appeal, and the appellees those of the intervention in the District Court."...W. B. Phillips for defendants and appellants.

To make an account a stated account it is not necessary that it should be signed by the parties. It is sufficient if it has been examined and accepted by both and that acceptance may be implied from circumstances.

THEOPHILUS FREEMAN, SYNDIC, *vs.* A. G. HOWELL, ADMINISTRATOR.... *Appeal from the Seventh Judicial District Court, Parish of West Feliciana*...No 1328....SLIDELL, J....This was an action upon two accounts of John Goodin & Co., commission merchants, one with Ebenezer Howell, the deceased, and the other with the defendant as administrator, after his death. The accounts were kept separate on the books of Goodin & Co. The court below, considering the plaintiff's claim not satisfactorily proved, gave judgment as in case of non-suit, and the plaintiff appealed. The Supreme Court concurred in this opinion, and affirmed the judgment. We give an extract from the decision: "To make an account a stated account it is not necessary that it should be signed by the parties. It is sufficient if it has been examined and accepted by both, and that acceptance may be implied from circumstances. Hence the principle seems to be well settled that an account rendered will be deemed an account stated from the presumed approbation or acquiescence of the parties, unless an objection is made thereto within a reasonable time. What is a reasonable time must be determined with reference to the relations of the parties, or the usual course of business of the particular class of persons concerned. See Story's Equity, sec. 526 and the cases there cited. * * * Upon the loose statement [of plaintiff's clerk, who was a witness on his behalf,] we cannot act with precision upon the items of the account, and say how many of its items must be considered as having been communicated to and acquiesced in by the planter. If it had been shown that on a certain day an account, brought down to that day, and striking a balance, had been transmitted to the planter, and that the business and correspondence of the parties had subsequently proceeded as before without objection, there would then have been a basis laid upon which the Judge below might have been required to say whether, under all the circumstances, the acquiescence of the party could reasonably be presumed and down to what time, and to what portion of the account sued upon.".... Ratliff and Cowgill, for plaintiff and appellant; W. B. Phillips, for defendant and appellee. P. S. W.

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

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THE subscriber has just received an additional supply of WATCHES, JEWELRY and FANCY GOODS, consisting 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, 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

JEW DAVID'S
HEBREW PLASTER.
THE GREAT REMEDY
For Rheumatism, Gout, Pain in the Side, Hip, Back, Limbs and Joints, Scrofula, King's Evil, White Swellings, Hard Tumors, Stiff Joints, and all Fixed Pains whatever.

Where this Plaster is Applied, Pain Cannot Exist
THESE PLASTERS possess the advantage of being put up in sir-tight boxes—hence they retain their full virtues in all climates. We have just received the following testimonial from C. C. Sellers, an eminent lawyer in successful practice in Wilcox county, Alabama. He is a gentleman in high standing, and one whose influence has great weight:

"CAMDEN, Ala., Nov. 24th, 1848.

"*Messrs. Scovil & Mead*—Gentlemen—Having been requested to state what has been the result of my experience in the use of your 'Hebrew Plaster,' I cheerfully comply by saying that I have found it to be as heretofore recommended, an 'invaluable medicine.' In different cases of my family I have applied the Plaster to Chronic Sores, Tumors and Pains, and it has never failed to afford instant relief. I have also used it with good effect upon my own person in the cure of ulcers, with which I have been severely afflicted.

"Respectfully, etc. C. C. SELLERS."

Beware of Counterfeits and Base Imitations.

CAUTION—The subscribers are the only General Agents in the Southern States for the sale of this truly valuable Plaster; and in order to prevent purchasers being imposed upon by a Counterfeit article, sold in this city and elsewhere, for the genuine, they invite particular attention to the following *marks of the genuine*:

1. The *genuine* is put up in smooth, engine-turned bottomed boxes, not soldered on.

2. The *genuine* has the engraved head of Jew David on the directions around the box, with accompanying Record of Court to E. Taylor, colored.

SCOVIL & MEAD, 112 Chartres street,
Between Conti and St. Louis sts.
SOLE GENERAL AGENTS for the Southern States. fy20

ACT OF LIMITED PARTNERSHIP.
CREATING THE COMMERCIAL EXCHANGE COMPANY OF THE CITY OF NEW ORLEANS.—Before me, Greenbury Ridgely Stringer, a Notary Public in and for the City of New Orleans, State of Louisiana, duly commissioned and sworn, and in presence of the witnesses hereafter named and undersigned, came and appeared the persons hereinafter named, who declared that, by virtue of and pursuant to the provisions of an act of the Legislature of the State of Louisiana, approved on the thirteenth day of March, in the year one thousand eight hundred and thirty-seven, they have mutually determined and agreed to establish in the said city of New Orleans a Company of Limited Partnership, composed of themselves and such other persons as may hereafter legally join them, under the name and title of THE COMMERCIAL EXCHANGE COMPANY; and, in compliance with the said determination and agreement, said appearers do, by these presents, consent to the following stipulations, that is to say:

1. The establishment proposed by the said Company is to be located upon St. Charles street, at the corner of Perdido street, in the Second Municipality of the city of New Orleans.

2. The object of the said Company is to erect a Commercial Exchange and Reading-Rooms, and to conduct the business and affairs usually incident to such an establishment.

3. The amount of Capital of the Company is to be forty thousand dollars, in shares of one hundred dollars each, twenty dollars per share payable in cash, forty per cent. payable on the 1st of October, 1845, and forty per cent. payable on the 1st of December thereafter (1845.) The present appearers having already furnished their promissory notes for said last two stipulated payments, and having paid in cash the first instalment.

4. The following are the names of the persons and commercial firms who compose said "Commercial Exchange Company," and among whom the Capital Stock of the same in shares has been divided and apportioned in the manner following, namely:

To Robb & Hoge, fifty shares; Samuel J. Peters, twenty-five shares; Freret Brothers, twenty shares; Henry Blood, ten shares; John Freeland, ten shares; Alexander Grailhe, ten shares; Kelly & Conyngham, ten shares; Hewitt, Heran & Co., ten shares; Jules A. Blanc, five shares; Henry William Palfrey, ten shares; Henry Bier, two shares; Wilhelmus Bogart, one share; Jamison & McIntosh, one share; R. Leach, one share; Dunbar S. Dyson, two shares; Shultz, Hadden & Leach, three shares; John O'Brien, two shares; James Gallier, ten shares; Peter Conrey, Jr., five shares; William H. Avery, five shares; J. Warren Stanton, five shares; P. Sauve, one share; John R. Shaw, one share; John A. Merle, two shares; Joseph R. Beard, four shares; James B. Wallace, three shares; Wilson & Patterson, two shares; L. Matthews, ten shares; R. F. Nichols & Co., ten shares; E. Lawrence, Jr., one share; John Philippi, one share; Robert Ferguson, two shares; Charles Briggs, two shares; James Robb, twenty-three shares; Fellowes, Johnson & Co., five shares; Laforest & Squires, five shares; Samuel L. Forgay, five shares; John B. Byrne, five shares; Thomas A. Adams, five shares; James L. Bozert, five shares; Hamilton M. Wright, five shares; J. M. Bell, two shares; Manuel White, ten shares; Martin H. Devereux, five shares; Lonsdale & Gray, two shares; W. H. Haynes, one share; J. S. Brander & H. F. McKenna, four shares; William Mure, five shares; P. Rochford, one share; J. P. Whitney & Co., five shares; Rowland Redmond, two shares; Washington Jackson & Co., three shares; Bogart & Foley, five shares; N. N. Wilkinson, two shares; William Rice, two shares; George Allen, five shares; E. W. Wells, five shares; C. M. Rutherford, five shares; William S. Mount, five shares; Joseph Grant, five shares; J. B. Walton, two shares; Thomas Hagan, five shares; John Hagan, five shares; Holmes & Mills, five shares; B. Rodriguez & L. Bengiand, five shares; D. Bravo, four shares; Galbraith & Greenfield, one share; John D. Marsh, five shares. Making four hundred shares. Amounting to forty thousand dollars.

5. The said copartnership is to commence on the first day of July in the present year, 1845, and to continue until the first day of July, eighteen hundred and fifty.

6. The business and affairs of said company shall be managed by three directors—one of whom shall be president, to be elected by the directors.

7. The directors shall have power to receive for, and to the use of the company, those four certain lots of ground on St. Charles street, corner of Perdido, at the price of thirty-one thousand and fifty dollars—that being the sum at which they were adjudicated at a sale at public auction, made by order of the Council of the Second Municipality, on the tenth day of May last past; payable one-fifth cash, and the balance at a credit of from one to ten years.]

To pay the cash part, and to secure the promissory notes of the company for the four-fifths and interest, as aforesaid; to contract for the erection of the building on said lots required for a Commercial Exchange and Reading Rooms; to lease the same or any portions thereof; to cause said building to be insured; to plead and be impleaded, and to sue for, have, take and recover, any and all sums of money due the company, and to do and perform all other acts required by the interests of the company; provided, said acts be in conformity with law and consistent with this act of copartnership.

It being distinctly understood that no note or notes payable shall be made and issued by the directors, without the authorization of the stockholders first had and obtained.

8. The first election for directors shall take place so soon as this act of copartnership shall have been legally promulgated; and each year thereafter, on the second Monday in January.

9. At all such elections, as well as on all other occasions when the stockholders vote, each share shall entitle the holder to one vote.

10. The President of the company shall be charged with the care of the moneys, notes and other personal effects of the same, and shall keep a correct account thereof; and also of all disbursements made by order of the directors. He shall also keep a book showing all transfers made of the stock, and he shall annually on the second Monday in January, exhibit to the stockholders, a general statement of the affairs of the company, which shall be examined by a committee of the stockholders.

11. The President shall be entitled to a fair annual compensation for the performance of the duties above set forth, but the same shall not exceed the sum of five hundred dollars.

12. Should the partnership hereby formed not be renewed at the expiration of five years, then, or whenever it may finally expire, the concerns, business and affairs thereof shall be liquidated by three commissioners selected from among the stockholders, at a meeting of the same to be held for that purpose.

13. The said commissioners shall sell or cause to be sold all the property belonging to the company, and upon such terms and conditions as may be prescribed to them by the stockholders. They shall divide the proceeds of the sale thus made, and also all other funds and effects belonging to said company, *pro rata* among the stockholders.

14. Dividends of so much of the nett profits of the company as may be deemed judicious and determined upon by the directors, shall be made on the second Monday in January of each year.

Thus done and passed at my office in said city of New Orleans, in presence of James Gardiner and Wm. Shannon, competent witnesses, and domiciliated in this city, who have unto sign their names as such, together with all the appearers aforesaid, and me the notary, this eleventh day of June, in the year of our Lord one thousand eight hundred and forty-five:

SIGNED—John Freeland, William Rice, Samuel J. Peters, John R. Shaw, J. W. Stanton, Holmes & Mills H. Wm. Palfrey, Peter Conrey, Jr., L. Matthews, J. P. Whitney & Co., Kelly & Conyngham, Jules A. Blanc, Freret Brothers, Shultz, Hadden & Leach, Robb & Hoge, J. B. Walton, Thomas A. Adams, Bogart & Foley, Dunbar S. Dyson, R. Redmond, John M. Bell, Robert Leach, R. F. Nichols & Co., B. Rodriguez, Henry Blood, Louis Bernland, Wilson & Patterson, Martin H. Devereux, John Philippi, James Gallier, Charles Briggs, William S. Mount, Washington Jackson & Co., E. W. Wells, George Allen, H. F. McKenna, James L. Bogert, N. N. Wilkinson, John A. Merle, Hewitt, Heran & Co., John O'Brien, Fellowes, Johnson & Co., James