The Daily Crescent.

FIFTEEN CENTS A WEEK. NEW ORLEANS, FRIDAY MORNING, MARCH 23, 1849 VOLUME II.....NUMBER 17.

THE DAILY CRESCENT.

PUBLISHED EVERY DAY—SUNDAYS EXCEPTED—

BY A. H. HAYES & CO.

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

Office—No. 95 St. Charles Street.

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 rates—in advance.....Single copies, *Five Cents*..... The office will receipt for all subscriptions exceeding one week.

THE WEEKLY CRESCENT will be furnished to single subscribers at THREE DOLLARS per year; to clubs of four or more, directed to the same Post-office, at Two Dollars and Fifty Cents a year each; Postmasters and others who may act as Agents, and send orders, paid, for ten copies, will receive one copy in addition for their compensation. *Payable in all cases in advance.* Single papers or packages, in wrappers, can be had at the office of publication, No. 95 St. Charles street.

ADVERTISEMENTS—not exceeding twelve lines, in Agate type, $1 for the first insertion, and 50 cents for every subsequent insertion. Those of greater length in proportion. Notices on the second page, of ten lines in Pearl type, $1 each insertion. Advertisements published weekly, semi-weekly, tri-weekly or monthly, are charged $1 per square for every insertion. ☞ A liberal discount made to those who advertise by the year.

NEW ORLEANS:

FRIDAY MORNING, MARCH 23, 1849.

FEMALE VOTERS.—By the 45th section of the new Canadian Election Law, it is provided that no woman shall vote at an election.

LARGE CROP OF DOCTORS.—At a recent meeting at the Academy of Medicine in New York, Dr. Manly stated that, at the present time, Doctors were made at the rate of from 1500 to 1600 a year.

☞ Mrs. Butler, it is stated, has realized some $1500 from her four Shakspearian readings in New York, and is to give three more.

ANOTHER BREACH OF PROMISE.—At the Berkshire (Mass.) Common Pleas, a young lady has recovered $1570 damages of Horace Dewey, of Great Barrington, her cousin and namesake, for breach of marriage promise and seduction.

TRAGICAL.—A young lady, respectably connected, in the town of Gouverneuer, St. Lawrence county, N. Y., took cedar oil, at the advice of her seducer, and died in a few minutes in great agony.

Foreign Items and Extracts.

In the provinces of France manufactures and other branches of industry are beginning to regain their former prosperity. The iron-mills, cotton-mills, etc., have resumed operations, all workmen being fully employed and wages advanced.

The forests on the Carpathian mountains have been set on fire and several villages destroyed.

An Abbot has just been consecrated in England, the first since the reformation. Rev. J. Palmer, now Father Bernard, was the individual. There are thirty or forty monks under him at St. Bernard.

The Austrian Government has bought two steamers from the Austrian Lloyd Company, for their navy.

The London Times of the 14th February, says that the French Government has decided on sending an engineer to examine the gold and quicksilver mines in California, and that orders have been given to the maritime authorities at Brest to prepare a ship-of-war to convey the engineer to his destination.

The Times of the 22d corroborates the statement that the Russians have entered Transylvania to aid the people against the Maygars.

The small-pox was raging at Athens at the last accounts.

The people of Croatia, who have been at war for independence against Hungary, do not relish the project of their Austrian allies to annex them. They have declared war against Austria, therefore, and declare they will oppose their Ban himself, Jellachich, unless he joins them.

It is stated that the new French Assembly, if it has a majority of Bonapartists, will proclaim Louis Napoleon President for life. The Republicans, in prospect of such an issue, are looking to Cavaignac as their leader.

A reduction of about one hundred millions francs, in the French budget, is proposed.

A society has been formed at Potsdam for the avowed purpose of eradicating from the German language all words adopted from the French or any other tongue. It demands of the Legislature the enactment of a law prohibiting the use of foreign words in legislative acts.

A large body of Mormons have left Wales for Liverpool, whence they will embark for California. They are going to the agricultural districts, and will not seek the gold region.

A large number of elephants were captured at the siege of Moultan.

The Clubs of Paris are very actively engaged in preparing for the approaching elections. All sympathy is generally disclaimed with the ultra radicals, and a moderate republic is held up as the great object of desire. The Socialist party seems to be completely overthrown.

During the bombardment of Moultan, an artillery-man threw a shell into the principal magazine of the Fort, which blew up with a tremendous explosion. Gen. Whish presented him on the spot with a sum of money, and distributed an additional sum among the members of the company to which he belonged.

Letters from Hungary state that the Austrian forces under Gen. Puchner, in an attempt to surround Bern and his Hungarians, were entirely defeated, and many of them killed. The town of Hermannstadt was sacked by the victors. Bern's headquarters are now at that place. The Austrians suffered another defeat, after six hours' fight, at Zibackhas. A party of 150 Austrians broke into some wine-vaults and got drunk, after which they seized some women, and petpetrated the most infamous atrocities. In this state they were surprised by a body of Hungarians, who literally *minced* them. The war in Hungary is marked by the most fearful outrages.

The London Times passes the highest eulogy on the manner in which the Directors of the Bank of France have carried it through the terrible crisis of the past year.

The Times complains loudly of the bestowment of the Garter upon Lord Spencer, as being a man far below the mark of merit which should be required. It denounces, moreover, the employment of this high honor to sustain the peerage, and contends that it ought to be made the reward of eminent service to the State.

The cholera in Constantinople has ceased.

The sum of 10,000 francs was paid at Paris a few days since for a pair of vases of Sevres porcelain.

Attempts to assassinate the soldiers continue to be made at Vienna—supposed to be in pursuit of a systematic plan.

The Attorney General of France has commenced a prosecution against M. Proudhon for libel. M. Proudhon says that he will not defend himself, but after conviction cite the President of the Republic before the Court.

It is stated that at least twenty letters per day are received by the police of Paris, from persons asking to be allowed to give information against their fellow conspirators.

The Catholic priests in Austria demand a separation of Church and State, in order that they may have entire control of the church revenue and patronage.

The improvement in the trade of Paris is demonstrated by the fact that the custom duties received at the gates of the capital from the 1st of January to the 8th of February instant, exceeded by 48,000f. the amount received during the same period in 1847.

The Paris correspondent of the London Times says that the French Government has received an official report relative to the gold mines in California. These documents have been laid before the Commissioners of Mines for their opinion, which is to be published after it has been committed to the Ministers.

La Patrie contradicts a statement in the *Réforme* that Baring Brothers, of London, had offered a loan to the French Government of 500,000,000f. on

Correspondence of the Crescent.

Stock Quotations by Telegraph—Horace Greeley and the Mayoralty—Office holders—Insurance Bill—Important Arrest—Suspension Bridge—Births at Sea—Cholera—Weather—Henry Wikoff—State Debts—Stocks.

NEW YORK, March 13, 1849.

Eds. Crescent—If people in your city judge of our stock market by the quotations forwarded to you by telegraph, they must have a glorious idea of our uncertainty in money matters. On the 23d of February last your telegraphic reporter quotes Treasury Notes at 12½ and New Loan at 14¼. On the 24th he gives them at 10½ to 12½ respectively, showing a decline of 2 per cent. in one day. The true prices were, on the 23d, 10¾ and 13½; and on the 24th, 10¾ and 12½. His report of the 26th, I see, is utterly inexplicable; and I seldom see a report entirely correct or intelligible. Why is this? Is the telegraph incapable of giving correct intelligence any more? A gentleman to-day called upon me with a despatch, in which we could discover no sense whatever, and it was returned to the office for correction, but has to lie over until to-morrow, when its value will probably be destroyed. Such annoyances are of constant recurrence, and show the necessity of adopting some kind of measures to protect business men who have to employ the telegraph as a medium of communication. The companies should be made liable for damages in case of loss through the errors of their operators.

It is proposed to run Horace Greeley for Mayor of this city, for the ensuing year, at the charter election to take place next month. If Horace would accept the office, he would confer an infinite benefit upon the city, as he is exactly the character required to deal with the sharpers connected with the municipal government; but there is no good reason to expect him to do so. He has sacrificed enough by once allowing himself to be consigned to the National Asylum, and I fancy he will eschew, with an especial disgust, all public institutions and corporations in which he may henceforth be desired to take a part....Duncan C. Peil is also named for the office.

The Express states that the number of offices under the Government of the United States is 250,000. One hundred and twenty-five thousand of these, "in justice and equality," it thinks, belong to the whigs, (or rather to the Taylor men); and it is Gen. Taylor's duty to make enough removals to equalize the distribution, and no more. That seems fair. The Washington Union calls the Hon. W. J. Brown a victim! because he has been removed from the Post-office Department for making his office subservient to partisan purposes.

The General Insurance bill, which has been some time under discussion, has at length passed one branch of the Legislature of this State. Under this law any company consisting of thirteen or more persons, paying in an amount of capital not less than $150,000 (or $50,000 in any county except New York and Kings) and having one hundred applicants for insurance, the gross amount of whose premiums is $200,000 for a Life Insurance Company, or $300,000 for Marine Insurance, may organize and commence business. Agencies of companies belonging to other States are required to furnish the comptroller of this State with satisfactory evidence that all the conditions of the charter, under which they act in their own State, are complied with.

One of our police officers yesterday arrested a notorious offender known as Jim Webb, who is supposed to have some knowledge of the Government Jewels stolen some time since. There are several indictments pending in our Courts against him, on which he may be held until information with regard to the jewels may be drawn from him.

In the Legislature, yesterday, the bill authorizing a new suspension bridge over the Niagara river at Lewistown, was reported ready for a third reading. A bill was also reported providing for the establishment of a Work House in this city for the accommodation of able-bodied paupers, convicts, etc.

The Liverpool packet ship Ivanhoe arrived at this port yesterday afternoon, with three hundred and eighty-eight passengers; although she left Liverpool with only three hundred and eighty-four. Five births occurred on the voyage, and one death.

There continues to be much sickness at the quarantine ground, but no cholera. Not a new case has occurred on board the Liverpool, and every shade of apprehension in that regard has passed away, amongst the most timid of our citizens. For the past week, the mortuary list in our city, and indeed in all directions, was a large one. The deaths here were three hundred; in Brooklyn, forty-eight; and in Boston, one hundred and twenty-two.

Our weather is yet delightful. We last evening had a very light hail-storm which was followed by a moderate frost, and the sun rose upon a regular Indian Summer morning.

Henry Wikoff, the *cideevant* exhibitor of Fanny Elsler, and now proprietor of the Democratic Review, has written a book on Louis Napoleon, President of France. It consists of "Biographical and Personal Sketches," and contains an account of Mr. Wikoff's "visit to the prince at the Castle of Ham." A catch-penny. Putnam is the publisher.

By a statement in the money articles of this morning's Tribune, it appears that the debt of each State that owes any considerable amount, for each man, woman and child of its citizens, is as follows: Maryland, $30; Pennsylvania, $20; Louisiana, $20; Alabama, $13; Ohio, $10 50; New York, $9; Massachusetts, $7 50; Virginia, $5; Kentucky, $5; Tennessee, $3 50; Illinois, $29; Michigan, $20; Mississippi, $17; and Indiana, $3 50. The last four pay no dividends. Treasury notes sell to-day at 110. U. S. Sixes '68 at 112⅝. Harlem 61.[illegible] Respectfully, etc., INDICATOR.

A PERTINENT INQUIRY.—The Moolrai at Moultan has written a letter to Gen. Whish, referring to the treatment which his brother-in-law received in Edward's camp, and asks, "What is the religion that first seized, outraged, and wounded Lala Longa Mull, then cured him of his wounds, for the purpose of hanging him?" The General has not yet replied to this inquiry, and it might puzzle him to find a satisfactory answer.

SUICIDE BY DROWNING.—A negro girl, about 18 years old, the property of Dr. W. H. Hanna, of Monroe, Ouachita parish, threw herself into the river in a fit of anger, on the 10th inst., near the residence of her master, and, although every exertion was made to save her, drowned herself.

REIGN OF TERROR IN AUSTRIA.—If half be true that is related of Prince Windischgratz, he is one of the most relentless of the despots of modern times. Atrocities of the most fearful description are attributed to him, and these, too, by letter-writers who are decidedly opposed to the ultra-republican movement in Austria. A letter of a late date, in the London Times, says that "the Reign of Terror" continues throughout the whole of the Austrian dominions. The Croats pursue their daily system of plunder and murder; persons are arrested and shot without form of trial, on secret denunciations; all letters, even those of the Ministers themselves, are opened at the post-office; and a system of the most horrible *espionage* is regularly organized. The rule of Robespierre was one of freedom and of mercy and of justice in comparison with the atrocious reign of terror which at present prevails in Austria.

MURDER IN THE NAVY.—A letter dated from on board the U. S. steamer Alleghany, dated at Lisbon, Dec. 16, says that on her recent trip from Rio Janeiro, on the 2d of December, William Brown, one of the marine guard, while on duty as sentry, was stabbed by a seaman named Lewis Carley, and died almost instantly. Carley, who is a desperate villain, would be tried for murder, and doubtless executed.

A RIVAL TO CALIFORNIA.—There seems to be no end to the discoveries of the precious metal in this "Age of Gold." According to advices from St. Petersburg, of Feb. 1, in the Belgian papers, a rival to the miraculous region of California has already been found. A Colonel Kavelovski, of that capital, who, for a considerable time, had superintended the workings of extensive gold mines in Siberia, has latterly been exploring the interior of Africa, and has discovered on the right bank of the Sornat, at one day's journey from Cassin, many considerable hills or mountains of auriferous sands. On the washing of these sands he found they yielded more gold than those of Siberia. Pushing his researches further, he examined the shores of the Ramla, the Dys, the Goucka, of the Benisch-Angol and the Gamanil, and in all discovered deposits, more or less extensive, of golden sands. He proposed, therefore, that miners and gold-washers should be sent from Russia to try the grounds and undertake the washings on a large scale.

☞ The citizens of Brooklyn have rejected the

Supreme Court of Louisiana.

Condensed Decisions—NEW ORLEANS, March 19, 1849.

[*Continued.*]

The cashier of a bank is a competent witness, on behalf of the bank, to prove transactions occurring in the regular course of his business. Where the time during which a promissory note has to run is left blank, parol evidence is admissible to prove that it was the intention and understanding of the parties to the note that it should be payable at a certain time. Such a note may also be considered as an intentional submission of the term to the bank by which it is discounted.

UNION BANK OF LOUISIANA *vs.* MOSES L. MEEKER et al....*Appeal from the Sixth Judicial District Court, Parish of East Baton Rouge*....No. 1283...SLIDELL, J...*Per Curiam:* The defendant, Walker, is sued upon a promissory note of the following tenor:

"$900. "CLINTON, La., 19th March, 1841.

——— months after date, I promise to pay to John Henry Black, or order, the sum of nine hundred dollars, for value received, negotiable and payable at the Branch of the Union Bank of Louisiana, Parish of East Feliciana, waiving bank notice.—M. L. Meeker; credit the drawer, P. A. W.; endorsed, Jno. Henry Black, P. A. Walker."

The petition alleges that the note was intended to be at twelve months, and that the omission or blank was an oversight.

At the trial of the cause, the plaintiff offered to prove, by the deposition of the cashier of the bank's branch at Clinton, where the note was discounted, that he was such cashier at the date of the note, and had been for several years previous; that it was given in renewal of an accommodation note of $1000, made by Meeker on the 16th March, 1839, at twelve months, endorsed by Walker and Black, which was protested in March, 1840, and had lain over until its renewal by the note in question; that twelve months was the usual term of notes discounted at the branch; that it was the intention and understanding of the parties that the note should be payable at twelve months, and the omission was his own. To this testimony exception was taken, upon the grounds that parol testimony was inadmissible, and that the cashier was incompetent by reason of interest. The exception was sustained by the Court.

The testimony does not go to contradict the written instrument, but to supply an omission which, upon the face of the contract, was either an oversight of the parties, or else an intentional submission of the term to the discretion of the Bank.

The cashier was not an incompetent witness. The rule which admits agents to testify in behalf of their employer, as to matters in which they have been engaged, has its foundation in public convenience and necessity; for otherwise affairs of daily and ordinary occurrence could not be proved, and the freedom of trade and commercial intercourse would be inconveniently restrained. 1 Greenleaf's Ev. § 416. Thus, the porter, the journeyman, or salesman, is admissible to prove the delivery of goods, so a factor to prove a sale of his principal's effects, though he is to have a commission on the amount. In the United States Bank *vs.* Stearn, 15 Wendell, 346, the teller of a bank was held to be competent in a suit for an overpayment made to the defendant upon his checks, to testify that by mistake he overpaid the defendant one hundred dollars. The Court there said the case came within the rule of necessity. It was, they remarked, extremely improbable that any person less interested than the teller could have any knowledge on the subject. It related to a transaction in the regular course of his business. These views apply with peculiar propriety to the cashiers of the country branches of our banks, who are generally the sole employées. See also Franklin Bank *vs.* Freeman, 15 Pick. 539.

We are not to be considered as saying that even without the cashier's testimony the Bank would not have a right to fill up the blank. See Conchley *vs* Clarance, 2 Maull, 90. Collins *vs.* Emmett, 1 Hen. Bla. 313; Russel *vs.* Langstaff, Doug. 496, 514; Chitty, pp. 33, 240 and notes.

It is, therefore, decreed, that the judgement be reversed, and the cause remanded for further proceedings, according to law, the defendant and appellee paying the costs of this appeal....W. D. Winter, for the plaintiff and appellant; Adams, for defendants and appellees.

WM. G. GRIFFIN *vs.* LEWIS FIELD, ET AL.... *Appeal from the Seventh Judicial District Court, Parish of West Feliciana*....SLIDELL, J....Judgement affirmed, with costs.

The service of the citation and petition in the English language only, when the defendant's maternal tongue is the French, is not a valid ground for an injunction.

FRANÇOIS ORTIS AND HYACINTHE LECOUR *vs.* BENJAMIN POYDRAS DE LALANDE AND CHARLES MORGAN....*Appeal from the Seventh Judicial District, Parish of West Feliciana*....No. 1262.... EUSTIS, C. J....*Per curiam:* On the 12th May, 1835, a judgement was rendered by the court of the third district, held in the parish of West Feliciana, in favor of Charles Morgan and Benjamin Poydras de Lalande, against François Ortis and widow Antoine Lacour, for the sum of $1312 50, with interest. The judgement was by default, and the default had been regularly entered on the 5th May previous. It was not notified to the defendants until 1841. In June, 1842, execution was issued, and the defendants, who are the plaintiffs in this suit, caused execution to be enjoined. On a hearing of the cause, the injunction was dissolved, and the plaintiffs were adjudged to pay the sum of $250, damages and costs of suit. Judgement for the same sum was also rendered against the sureties on the injunction bond. From this judgement the plaintiff, François Ortis, has appealed.

In the petition for injunction, the plaintiffs seek to annul the judgement on which the execution issued, on the ground of fraud, and because the petition and citation in that suit were served on them in the English language only, the maternal tongue of both being French. Of the first ground there is no sufficient evidence; and, as to the other, had the parties appealed, the cause assigned would not have been sufficient to have authorized the reversal of the judgement. (Leeds et al. *vs.* Debuys, 4 Rob. 258.)

The damages allowed do not exceed twenty per cent. on the amount of the judgement, and the District Court was justifiable in awarding them. (Act of March 25, 1831, § 3, 2 Annual, 822, Brown *vs.* Lambeth; ibid. 873, Hanna *vs.* New Orleans Gas Bank.) The judgement of the District Court is therefore affirmed, with costs....Harralson, Ratliff & Cowgill, for plaintiffs and appellants; W. B. & E. Phillips, for defendants and appellees.

Legatees, the succession of whose ancestor has been closed, and who reside out of the State of Louisiana, cannot be brought into our Courts by the appointment of a *curator ad hoc* to represent them in a rule taken on them by a creditor of the testator, to show cause why execution should not issue against them to satisfy a judgment obtained by him against their ancestor during his lifetime.

REYNOLDS, BYRNE & CO., *vs.* FELICIANA STEAMBOAT COMPANY, HEIRS OF MOSES HORN, APPELLEES....*Appeal from the Seventh Judicial District Court, Parish of West Feliciana*....*No.* 1259.... EUSTIS, C. J....*Per curiam:* In 1840, a final judgment was rendered against Moses Horn and others, stockholders of the late Feliciana Steamboat Company. On an appeal from this judgment, taken by two of the defendants, Laurent Millaudon and James Dick, it was reversed as to them.

In 1842, Moses Horn died, in Tennessee, where he then resided, and by his will had constituted B. W. Cotton, Mary C. Cotton and Emily Dickson his residuary legatees. The plaintiffs took a rule against these parties, to show cause why execution should not issue against each for one-third of the amount of said judgment thus obtained against their testator. Being all absent, a *curator ad hoc* was appointed by the Court to represent them. The legatees had received from the executor of Horn's estate their share of the effects of the succession, which was settled under a decree of the Parish Court of West Feliciana, in June, 1844. An attachment was attempted to be levied on a note belonging to them in the hands of their attorney, but the sheriff did not obtain possession of the note, nor was there any process of garnishment against the party who held it. The District Judge discharged the rule, considering that the defendants were not properly in Court by the *curator ad hoc*, appointed to represent them, nor by the attachment, which he did not consider as reaching the property attempted to be attached. From this order, discharging the rule, the plaintiffs have appealed.

The mode of proceeding of the plaintiffs cannot

agents as representing Moses Horn, and responsible for his debts, is by an action in the ordinary form. There is no warrant for the summary mode of calling upon the parties who have never resided within the State, to show cause why execution should not issue against them on a judgment obtained against their testator. The administration of the succession in this State being closed, the recourse against the defendants, which the plaintiffs undertake to exercise, being personal, and involving matters *en pais*, the plaintiffs have their right of action, but we are not aware of any law which would authorize the mode of proceeding they have adopted. Such being our views, we think the District Judge did not err in discharging the rule. The judgment of the District Court is therefore affirmed, with costs....W. B. Phillips, for plaintiffs and appellants; Collens, Ratliff, and Cowgill, for defendants and appellees.

A. MCGEHEE *vs.* J. N. BROWN....*Appeal from the Sixth Judicial District Court, Parish of East Baton Rouge*....SLIDELL, J....This case turned principally upon a question of fact, the defendant having excepted to the jurisdiction of the court, alleging his domicil to be in the parish of Iberville. Two District Judges had acted on the evidence in the case; and on both occasions the exception was sustained. The court remarked that "the case might be susceptible of a decision either way, if the testimony on one side only were considered. But looking to the evidence as a whole we cannot disturb the conclusion of the court below." The judgment was affirmed.

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. m30

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.

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 houses, by his unwearied attention to business and his great experience, to retain and increase the kind and liberal patronage heretofore extended by the lovers of good cheer. Having made ample arrangements for procuring Mobile, Barataria and Cat Island OYSTERS, together with GAME and FISH of every description, he is now prepared to serve up, at the shortest notice, all the rarities and delicacies of the season in a style calculated to please and gratify the taste of the most fastidious epicure.

His WINES, LIQUORS and CORDIALS have all been selected by himself, and are of the finest brands the city can produce.

☞ He is also prepared to accommodate a few gentlemen with Lodging and Private Sitting-rooms, as he has had the upper portion of his house elegantly furnished for that purpose. [n6 6m] JAMES CASSEDY.

SMITH'S HOTEL....Bayou Sara, La.

Immediately fronting the Steamboat Landing.

TRAVELERS going up Onnchita or Red River, or coming out of said Rivers, will find it to their advantage to stop with him, as all the Boats stop at Bayou Sara. Horses, Carriages and Buggies always to hire. ly2 ly T. B. SMITH, Proprietor.

BOARDING HOUSE.

112 *GRAVIER Street, between St. Charles and Carondelet Streets—One door from the corner of Carondelet St.*

MRS. WILSON, (late of 27 Bienville street,) respectfully informs her friends and the public generally, that she continues in the above eligible location occupied by her during the last year. She has had her HOUSE thoroughly refitted and prepared for the accommodation of gentlemen exclusively. Grateful for past patronage, she hopes by diligent attention to the comfort and convenience of her patrons to merit and receive a continuance of the same. Her terms will be, as heretofore, MODERATE. n2 1y d&W

CRESCENT CITY HOTEL,

CORNER CUSTOMHOUSE AND FRONT STS.

WILL be opened for the reception of BOARDERS on WEDNESDAY, January 3, 1849. Well furnished ROOMS for Families and Single Gentlemen. TABLE—the best the market will afford.

The above establishment has been built by the proprietor, expressly for the accommodation of city and transient Boarders. It is one of the most healthy and airy situations in the city, and no pains will be spared to render those who may stop with him, comfortable.

Faithful and attentive Servants.

☞ Terms as reasonable as any establishment of the kind in the city. [jal d&Wtf] E. ALEXANDER, Proprietor.

CRESCENT RESTAURAT & OYSTER SALOON

No. 46 ST. CHARLES Street, corner GRAVIER.

THIS establishment has been entirely remodeled & neatly 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 the 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 arrangement are complete to be reasonably 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. m25 5m

COMMERCIAL HOTEL,

Corner GIROD and NEW LEVEE Sts. New Orleans.

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

Successor to JOSEPH E. BELL. o14 6m

FELICIANA HOUSE.

Corner of TCHOUPITOULAS and JULIA Streets.

THIS House has been thoroughly repaired and fitted up in good state, and is now open for the reception of BOARDERS. The subscriber respectfully solicits a share of public patronage.

mh10 6md&W JOHN HOOVER, Manager.

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 business with the different Departments entrusted to them.

fy15 LANGDON & GRICE, 34 St. Charles st.

PIANO FOR SALE.

A VERY good PIANO, for a very low price, may be had at 152 Camp street, opposite Lafayette Square. Also, a few VIOLINS and GUITARS, and an assortment of PIANO STRINGS. mh13

LE DOYEN'S DISINFECTING FLUID.

THE VIRTUE OF THE DISINFECTING FLUID has been fully and satisfactorily tested, and is now regarded as the only effectual remedy for the effluvia arising in the sick chamber, from hospital wards, and diseased bodies, the steerage of passenger ships, water closets, cess-pools, privy vaults, etc., etc. For sale by

mh13 12t RUSTE & PADDOCK, 110 Poydras st.

SPRING STYLES.

JUST received, by ships Creole, Atlantic, W. B. Jones and Wilhasset, some fine Drab BEAVERS, Fashionable No. 1 MOLESKINS, CASSIMERS, B. B. RUSSIAS, and a complete assortment Spring Goods. Also, some very fine Black soft BUENA VISTAS. For sale low at JOHN DURBRIDGE'S, mh8 28 Customhouse street, Up Stairs.

FOR CALIFORNIA.

JUST received by the subscribers a supply of COLT'S REVOLVERS and U. S. YAUGER RIFLES. Also—Genuine Derringer Pistols, Rifled Belt-Pistols, short and heavy Double Guns, Bowie Knives, Pocket Compasses, Percussion Caps, Drinking Flasks, Bullet Pouches, Pistol Belts, etc. etc. For sale by

mh10 HYDE & GOODRICH, 15 Chartres st.

$3 REWARD.

STRAYED away from the subscriber's stable, on Customhouse street, a LIGHT BAY HORSE, about fifteen hands high; said horse's forefoot is cut short, has a white star in the forehead, a raising on the left shoulder. The above reward will be paid on delivery of said horse. EDWARD BURKE.

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 Pendido 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 parties 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; Feret 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. Bogert, five shares; Hamilton M. Wright, five shares; J. M. Bell, two shares; Maunsel White, ten shares; Martin H. Deverenx, 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 Giant, five shares; J. B. Walton, two shares; Thomas Hagan, five shares; John Hagan, five shares; Holmes & Mills, five shares; B. Rodriguez & L. Bengtand, 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 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 issue 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 he-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, Feret Brothers, Shultz, Hadden & Leach, Robb & Hoge, J. B. Walton, Thomas A. Adams, Bogart & Foley, Dunbar S. Dyson, R. Redmond, John M. Bell, Robert Leech, R. F. Nichols & Co., B. Rodriguez, Henry Blood, Louis Bernaud, Wilson & Patterson, Martin H. Deverenx, John Philippi, Jas. Gallier, C. Briggs, Wm. S. Mount, Washington Jackson & Co., E. W. Wells, H. F. McKenna, George Allen, James L. Bogert, N. N. Wilkinson, John A. Merle, Hewitt, Heran & Co., John O'Brien, Fellowes, Johnson & Co., Jas. S. Brander, Lonsdale & Gray, H. M. Wright, W. H. Haynes, J. R. Wallace, Thos. Hagan, John Hagan, Samuel L. Forgay, Henry Bier, Laforest & Squires, D.