The Daily Crescent.

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THE DAILY CRESCENT.

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NEW ORLEANS:

SATURDAY MORNING, MARCH 24, 1849.

Correspondence of the Crescent.

Mr. Labouchere's Statement—The Free-Trade Question—The Canal Bank—The Brooklyn Charter—Weather.

NEW YORK, March 14, 1849.

Eds. Crescent—The recent statement of Mr. Labouchere, in Parliament, expressing the readiness of Mr. Bancroft to enter into any reciprocal arrangement with the British Government respecting the navigation laws, excites much discussion in political circles, and comment among the newspapers of this city. The resolution of inquiry, introduced in the Senate yesterday by Mr. Webster, has encouraged the opponents of the contemplated measure; and the whigs are, almost to a man, now arrayed against it, with the will, and I think the energy, requisite to work its defeat.

Mr. Bancroft's friends allege that he has acted under the instructions of his Government, and that such instructions are consonant with the best interests of the United States. The whigs dispute both branches of the allegation, and bring out their big gun to demolish the dependent doctrines.

The free-traders say that it is childish and illiberal to express a fear that Great Britain will possess herself of our coasting trade. If she should attempt it we would be even with her by sending over our fast-sailers to do the same thing for her. "We will fill the Mersey and the Thames with our schooners, and carry coal from New Castle to London."

The whigs think we should be carrying our coals *to* New Castle, in attempting an operation of the kind, and quote Mr. Webster's observation, that if we open our ports to British vessels, we are of course bound to do the same thing to vessels coming from the North of Europe, *from* Bremen, and elsewhere, [nations put on a par in our treaties with the most favored,] and that the coasting trade of Great Britain is infinitely small compared with that of the United States, reaching, as the latter does, from Eastport to the mouth of the Rio Grande, and covering 1200 miles of the Pacific coast besides; and our California trade becoming, perhaps, the most important in the world. They think the exchange would involve but a microscopic shadow of reciprocity.

The free-traders say, "We want no premium on laziness; we can make our voyages with more speed and at less expense than the seamen of any other country, and these advantages make us safe against all competition."

The whigs reply, "Yes, but American ship-builders, sailmakers, sailors, etc., don't like to work for British wages. Our capacity to do what John Bull can do is undoubted; but our willingness to put up with his fare is quite another matter."

We have at last, an abstract of the report of the select committee of the Legislature on the affairs of the Canal Bank at Albany, by which it appears that depositors will receive about 40 per cent. of their money, after all the bills in circulation are redeemed at par. The assets of the bank when it closed, appeared on its books as $1,271,000, but over $800,000 of this amount proved worthless. The stockholders, of course, lose every dollar of their investments.

Another counterfeiter was arrested the day before yesterday, in Providence, R. I., who confessed to a connection with Boyden, whose arrest with plates, bills, etc., of the New England Bank of Providence, I mentioned some days ago. His name appears to be Davis.

The lovers of pugilism and pugnacious exhibitions in this city are invited by an advertisement in this morning's Herald, to attend a series of *pignastic* exercises, in the upper part of Broadway, next week. The celebrated pig *Pape* will there give a few lessons on the science of self-defence.

The special election held yesterday in the city of Brooklyn, resulted in the rejection of the new charter, by a majority of 952 on a very light vote. The citizens will consequently have to blunder along under the miserable system now in operation. The former firemen, almost to a man, went against it, because it did not provide for the election of chief-engineer, etc., by the fire department alone. The naturalized citizens also, generally voted against it; why, they could hardly tell.

Our fine weather seems to be leaving us, and we have today a raw wind with a cold drizzling rain, and an occasional "spit" of uncomfortable looking snow. Every body is in an ill-humor. No new cases of the cholera are reported from the ship Liverpool or Hospital Barge.

Very respectfully, INDICATOR.

NAVIGATION LAWS.—The London Times thus speaks of Mr. Labouchere's resolutions:

"We do not anticipate much real resistance to Mr. Labouchere's resolutions. Whence, indeed, is it to come? Doubtless some very brilliant speeches will be delivered against them by the class of Parliamentary orators; while ship-owners and ship-builders, who have professed themselves utterly ruined a dozen times within our recollection, will once more predict their own final catastrophe. But, unfortunately for them and for their few friends in Parliament, the plain interests of every other class in the whole empire are just the other way. It is the interest alike of the farmer and of the manufacturer, of gentlemen and of laborer, of consumer and of producer, of London and of Stockport, and of the Duke of Richmond and of John Bright, that there should be the most open possible competition for the carriage of foreign commodities to these shores, and the return carriage of British manufactures to all parts of the world. The agriculturist has now no other protection than the general prosperity of the country, and the consequent demand for his cattle and corn.

"Whatever fills the shop with orders, and the town with money, will also raise his market. He wants more mouths to eat his bread, his meat, his butter, and his cheese, and he knows those mouths will be closed, or, at least, not so actively employed, when trades begin to flag. The farmer, therefore, is now bound with the artizan, and the plough speeds with the shuttle and the loom; but nothing contributes more to the common prosperity of the joint stock than the cheap and easy interchange of national productions. It is the interest of every man to destroy space and time, and bring himself as near as possible to every port, to every city, to every corn-field, and vineyard and olive-yard, to every spice island, every plantation, every site of artificial wealth, and every source of natural blessings in the world."

☞ The National Intelligencer of the 15th contains the following official announcements:

Appointments by the President,
By and with the advice and consent of the Senate.

John Gayle, of Alabama, to be Judge of the District Court of the United States for the northern and southern districts of Alabama, in the place of William Crawford, deceased.

Archibald Williams, of Illinois, to be Attorney of the United States for the district of Illinois, in the place of David L. Gregg, whose commission is about to expire.

Palmer V. Kellogg, of New York, to be Marshal of the United States for the northern district of New York, in the place of Jacob Gould, whose commission is about to expire.

John Peters, of Vermont, to be Marshal of the United States for the district of Vermont, in the place of Jacob Kent, whose commission is about to expire.

Samuel D. King and William Thompson, of Washington, to be Justices of the Peace for the county of Washington, in the District of Columbia.

COLLECTORS OF THE CUSTOMS.—Joseph T. Nye, Saco, Maine, *vice* Ichabod Jordon, whose commission expired.

Thomas Hedge, Plymouth, Massachusetts, *vice* Wm. Morton Jackson, whose commission expired.

James Donaghe, New Haven, Connecticut, *vice* Norris Wilcox, whose commission expired.

NAVAL OFFICER.—Charles Hudson, Boston, Massachusetts, *vice* Wm. Parmenter, whose commission expired.

SURVEYORS OF CUSTOMS.—George Howland, Tiverton, R. I., *vice* Asa Gray, whose commission expired.

Wm. P. Greene, Providence, R. I., *vice* D. F. Seamans, whose commission expired.

LIBERTY TO MANY AND LIBERTY OF CONSCIENCE.—The only business of interest in the British Parliament, Feb. 22d, was the introduction of a bill by Mr. S. Wortley, "to legalize marriages with the sister of a deceased wife or her niece." A bill was also introduced by Mr. Bouverie "to relieve from penalties ministers of the Church of England who declare themselves to be dissenters therefrom."

U. S. Senate....Shields Question.

After some preliminary business on the 15th, Mr. Turney moved that the resolution submitted yesterday by Mr. Hale, requesting the Vice President to inform the Governor of Illinois of the resignation of Gen. Shields, was taken up.

Mr. Walker conceived that there were but two questions legitimately before the Senate, in connection with this subject. The first was on the adoption of the committee's report, and the other was the amendment to that report proposed by the Senator from South Carolina, (Mr. Calhoun.) He hoped these would first be disposed of.

Mr. Turney was in favor of taking up Mr. Hale's resolution, because, it seemed to him, it disposed of the whole business.

Mr. Foote was surprised that there should be any opposition to a motion like this, dictated by kind feelings and sound judgment. He contended that they had lost jurisdiction of the case by the resignation of Gen. Shields.

Mr. Walker referred to the fears of Mr. Douglass, that the action of the Senate might prevent the filling of the vacancy by the Governor of Illinois—that it would be more favorable for the State that the seat should be vacated by resignation than by declaring the election void. He could not view the case in this light. For if the Governor should appoint, even in the event of the acceptance of the resignation, the Senate, at the next session, would yet adhere to its present evident views, and decide against the power of the Governor to fill such vacancy.

Mr. Douglass had no apprehension that the Governor of Illinois would make an error. He believed him fully qualified to judge soundly. And he thought that the Senator from Wisconsin did the Senate great injustice in answering that they would decide that the seat had been vacant since the 4th of March. He contended that as the credentials of Gen. Shields had been presented on the 5th of March, and as on the 6th he was sworn in and took his seat as a Senator from Illinois, that seat had been as effectually filled until vacated by the action of the Senate, as it would have been had no doubt ever been raised as to his eligibility. The acts of a *de facto* officer, exercising the functions of an office, are entirely valid and binding, while so exercised, and had been decided so to be, repeatedly, by the Supreme Court. The seat of Gen. Shields, therefore, was not vacant, until so vacated by his resignation, or declared to be so by this body.

Mr. Badger should vote against taking up the motion of the Senator from New Hampshire, (Mr. Hale,) and in favor of taking up and disposing of the report of the committee. Gen. Shields had taken his seat upon a *prima facie* certificate, which on examination had been found to be void. He had not seen any reason yet, however, supposing the resolution of the committee to be adopted, to satisfy his mind that the Governor of Illinois would not be competent to fill the vacancy. And if, by some inherent defect, the certificate of election had been, *ab initio*, void, the acceptance of Gen. Shields's resignation, now, would not give to the Governor any power which he would not otherwise have possessed, to fill the vacancy. He insisted that there had not been, since the 4th of March, any Senator from Illinois other than Mr. Douglass, rightfully on this floor; and he conceived it the duty of the Senate to decide the question at once, either by the adoption or rejection of the resolution.

Mr. Jefferson Davis considered the tender of a resignation here, as merely a request for leave of absence. The Senate was not strictly the body to receive such a note. To the Governor or Legislature of his own State, from which his appointment comes, should his resignation be presented. But he conceived that Gen. Shields, having withdrawn all claim, the Senate had nothing to do with the matter. He could resign to the Governor of his State, if he chose to do so. And, in conclusion, he moved to lay the motion to proceed to the consideration of Mr. Hale's resolution, on the table, stating that if that motion should prevail, he should then move to lay the whole subject also upon the table, unless some other member should desire to address the Senate.

Mr. Davis's motion was decided in the affirmative by yeas and nays, 33 to 15.

The question then being on the report and resolution of the committee, Mr. Mason addressed the Senate. He did not conceive that the report of the committee or the action of the Senate thereon, was at all derogatory to the honorable gentleman who was the choice of his Legislature. He concurred with the Senator from Mississippi, (Mr. Davis,) that Gen. Shields could only resign to the Governor or Legislature of the State from which he comes. The proper course of the Senate was to declare the election void, and simply inform the Governor of the action of the Senate.

Mr. Rusk said it seemed to him they were falling into an error in regard to resignations. A resignation was not the assent which the Senate or the Legislature gives to it, but the voluntary act of the Senator himself. The moment he tendered his resignation he had absolved himself from all duty to the Senate or the State, without any communication having passed between him and the authorities of the State. It was, therefore, to his mind, but courteous, proper and right that the Governor should be notified of the resignation.

Mr. Jefferson Davis then made his motion to lay the whole subject upon the table, and it was, by yeas and nays, decided in the negative, 16 to 32.

The question then being on Mr. Calhoun's amendment, yesterday reported, Mr. Turney rose and stated that, for the reason that he did not conceive there was any question legitimately before the Senate, he should vote neither on the amendment nor on the resolution. He insisted that it was the only proper course for the Senate to accept the resignation, and expressed the hope that the late Senator from Illinois (Judge Breese) had had nothing to do with instigating this investigation. He further insisted that the right to resign *to the Senate*, had been established by uniform precedents. He did not take part with Gen. Shields or Judge Breese—he would do a favor to one as soon as the other—but he held that there was nothing now here for the Senate to act upon, and if the resolution were adopted it would be considered by the country as an act of persecution.

Mr. Douglass referred to the inconsistency of refusing to allow his colleague either to hold his seat or to resign. He referred to the numerous cases in which Senators had been permitted to resign directly to the Chair—to those of Mr. Clay and Mr. Reverdy Johnson. There seemed to be a predetermination that his colleague should not go out without being kicked out—something very much like persecution.

Mr. Mangum called the Senator to order. He could not sit there and hear such imputations cast upon the Senate.

Mr. Foote—I call the Senator from North Carolina to order. It is persecution.

Mr. Mangum—It is not persecution.

Mr. Douglass continued, and repeated that there was something in all this which to his mind looked very much like persecution—in refusing to one who had shown his devotion to his country by as many titles and as many glorious deeds as any man living, the decent courtesy which had been uniformly extended to all others. Mr. Douglass continued at some length in the same strain, and when he had concluded,

Mr. Foote rose and said that after the refined feeling, burning philanthropy, pure logic, and irresistible arguments, of the Senator from Illinois, (Mr. Douglass,) it was perhaps unnecessary for him to add a word. He, however, proceeded at length to give his views in defence of Gen. Shields' right to resign, remarking in the course of his speech, that as it was said in the days of old, that no good could come out of Nazareth, so it now appeared to be declared here, that no good can come out of Ireland. If the act contemplated be consummated, it would be deemed by the people, in all time to come, one of the most flagrant acts of persecution against a patriotic and heroic citizen, ever perpetrated by a deliberative body—against a man whose achievements are engraven in imperishable letters upon the history of this country.

Mr. Butler denied that there was any thing in the simple question before them to call for the manifestation of feeling which had been exhibited. He had, for one, entertained none but the kindest feelings towards General Shields, and if he had taken his advice—if he had followed his own honorable instincts, instead of permitting the injudicious course of his more active friends here, it would have been much better for him, and he would have saved himself much of the mortification to which he has been subjected. He did not stand there to vindicate his own motives, but he denied that he had acted from any predetermined intention to "kick General Shields out." And he must also be permitted to add, that some of the laurels which Gen. Shields had gained in the service of his country were intertwined with those of citizens of his own State—some of which were mingled with the cypress, too

Mr. Underwood followed in opposition to the amendment, and to the resolution as at present amended. He did not think General Shields entitled to his seat, but he desired the resolution simply so to declare that General Shields is not eligible to a seat in the Senate, so that the Governor, he said, might fill the vacancy.

Mr. Calhoun's amendment was adopted.

Mr. Dawson had not designed to address the Senate at the present session, and had only risen now to disclaim any intention of a predetermination to prejudge this question. He could not, for one, consent to have it supposed by the country that he would engage in *persecuting* a distinguished citizen. He was proceeding to notice the remarks of Mr. Foote with some particularity, though without referring to him personally, when

Mr. Foote inquired if the Senator alluded to him.

Mr. Dawson replied that he did.

Mr. Foote said that his remarks had not been intended as *specially* applicable to any Senator. They were intended to be *general*; but he was prepared to say that they were intended to be applicable to any one, here or elsewhere, who may feel them not inapplicable to himself.

Mr. Dawson continued. Then they could not be considered as applicable to any one here—for no Senator could be justly chargeable with a desire or intention to persecute one so distinguished in the service of his country as had been Gen. Shields. He proceeded to a very able Constitutional argument against Gen. Shields's right to a seat, closing with the expression of an opinion that the Governor would have the power to fill the vacancy.

Gen. Cass rose, not with the supposition that he could add any thing to the able argument, to which he had listened with much attention, but simply to say that he could not vote upon the resolution, for the reason that he considered the Senate, by Gen. Shields's resignation, had lost all jurisdiction over the matter.

Mr. Underwood offered his amendment, to insert after the word "resolved," at the commencement of the resolution, the words, "the certificate of election does not entitle him to a seat in this body," he not having, etc. (as in the original resolution.) Lost, 16 to 28.

Mr. Douglass moved to amend, by striking out all after the word "resolved," and insert that the Vice-President be requested to inform the Governor of Illinois of the resignation of Gen. Shields. Lost, 12 to 32.

The resolution, as modified by Mr. Calhoun's amendment, was then agreed to without a division; and, on motion of Mr. Webster, the presiding officer was requested to transmit to the Governor of Illinois a copy of the resolution.

On motion, the Senate, at nearly half-past 4, proceeded to the consideration of Executive business, and referred several nominations sent in by the President to-day, during the debate on the Shields question; and then, at nearly 5 o'clock, adjourned.

TRAVEL THROUGH MEXICO.—The New York papers contain the following notice:

The friends of California adventurers, that have gone through Mexico, are hereby notified that all statements hitherto published in the Sun newspaper, as to difficulties having occurred to them from the Mexican authorities, are entirely unfounded; on the contrary, every courtesy and hospitality have been extended to them, and, by observing continual good conduct, they will continue to receive kindness. The undersigned considers it a duty, no less than a pleasure, to state these facts, to allay, as far as possible, the mischievous consequences the articles above alluded to are calculated to inspire between the people of both countries, and advises the friends of those that have gone, as well as those that desire to avail themselves of this shortest, healthiest and cheapest route, to place no reliance in any statements, unless duly authenticated.

WM. GEO. STEWART, Vice Consul of Mexico.
New York, March 13, 1849.

WEST INDIA SUGAR CROP.—Bermuda papers to Feb. 15th, received at Boston, state that the crop of sugar throughout the British West India Islands, and also in the vicinity of Demerara, was good.

Supreme Court of Louisiana.

Condensed Decisions—NEW ORLEANS, March 19, 1849. [*Concluded.*]

Where a party took possession of a raft, which had been stranded on his land, and cut up the logs into fuel and sold them: *held*, that he was properly decreed to pay the enhanced value of the logs, less the cost of their conversion into fuel.

AARON EASTMAN *vs.* WM. H. HARRIS...*Appeal from the Tenth Judicial District Court, Parish of Madison*...No. 1307...SLIDELL, J...The plaintiff alleges that a raft which belonged to him was in the course of transportation down the Mississippi river, in the summer of 1847, and was stranded upon the land of the defendant, who appropriated it to his own use. Damages were claimed to the amount of $490. Defendant pleaded the general issue. There was judgement in favor of plaintiff for $300, and defendant appealed. We confine ourselves to an extract from the decision of the Supreme Court, which entered into an elaborate discussion of the principles of law involved in cases where property is taken possession of by a party, and by his labor and industry is converted into a more valuable form. *Per curiam:* It appears that during the high water in April, 1847, one Avery was in charge of two rafts, and was floating them down the Mississippi, when they were accidentally stranded upon the defendant's land. The plaintiff's raft being inside, Avery cut loose the other, which floated on. He left a man with the stranded raft, directing him to take care of it and deliver it to the plaintiff. The agent remained and kept possession of it for some time; but was told by the defendant that neither he nor any one else should have it until the proper owner came for it. The raft remained aground for five or six months, when the defendant cut up the logs into fuel and sold it. He stated to a witness that no one had called to claim it; but that he expected to have some difficulty about it. It appears from the evidence, the logs were about ninety in number, and were worth, in the situation in which they were, about one dollar per log; that the wood, cut up into fuel, was worth, according to the defendant's own estimate, $3 per cord. The labor of cutting the logs into fuel and putting it on the bank of the river, in readiness for sale to steamboats, is proved to have been worth about 81 cents per cord. Each log would give about one cord and a half of fuel. A calculation made upon the data will show that the amount of damages given by the District Judge is about the value of the fuel, less the expense of converting the logs into that form. If the plaintiff was duly entitled to recover the value of the logs as they lay aground, the damages given by the District Judge are excessive; but if he was entitled to the enhanced value of the logs, deducting the cost of their conversion into fuel, the judgement cannot be deemed excessive and ought not to be disturbed. The judgement of the lower Court was affirmed with costs...Dunlap, for plaintiff and appellee; Short and Parham, for defendant and appellant.

JOSEPHINE H. ARMOR, EXECUTRIX, *vs.* R. C. DOWNS AND JUNIUS AMIS....*Appeal from the Tenth Judicial District Court, Parish of Madison*....EUSTIS, C. J.....The judgement of the District Court was reversed and judgement rendered for the defendant Amis, with costs in both courts.

MAUNSEL WHITE *vs.* H. H. SLATTER....*Appeal from the Third District Court of New Orleans*....KING, J....The plaintiff claimed in this action the price paid by him for a female slave, who, he alleges, was affected at the time he purchased her, with a redhibitory disease, of which she subsequently died. The defendant denied that he was aware of the existence of any infirmity at the date of the sale; but, that to avoid subsequent controversy upon this point, he refused to warrant the slave's health. There was a judgement in favor of the defendant in the court below, and the plaintiff appealed. The case upon the proper construction to be placed upon the following clause in the act of sale: "The girl is now, and has been, as far as known to me, (the vendor, Slatter,) of good health, and also her parents before her, but the said White takes her and runs the risk of her health." The judgement of the District Court was affirmed.

Where A paid a certain note for account of B, on condition that the latter should have a delay for reimbursing the amount, upon giving a mortgage on property and transferring certain stock of a bank whenever A should desire it: *held*, that A could maintain no action against B, unless the latter had been put in default....A memorandum signed on Sunday is admissable to prove a contract made on a previous day.

NOLAN STEWART, AGENT OF JAMES MCCALOP, *vs.* FRANCIS M. HEREFORD....*Appeal from the Sixth Judicial District Court, Parish of East Baton Rouge*...No. 1248....EUSTIS, C. J....*Per curiam:* This suit is brought to recover the balance due on a promissory note of the defendant, which the Union Bank had held, and which the plaintiff had paid, and thereby become the owner. It appears that the plaintiff had purchased from the defendant a plantation, on which a stock-mortgage existed in favor of the Union Bank, and an order of seizure having been issued against it, the plaintiff paid to the Bank the sum of $5000, which the Bank applied, with the consent of the plaintiff, to the payment of a note of the defendant, which the Bank held, and the balance to the stock-note of the defendant, which bore on the property mortgaged. For the balance due on this note, thus paid by the plaintiff, the present action is instituted. A defence was set up, by way of exception, that the plaintiff had bound himself, for a sufficient consideration, to give the defendant five years to pay the amount. The exception was sustained by the District Court, and the plaintiff was non-suited. He has taken this appeal.

The note sued on was secured by a pledge of two hundred and thirty shares of the capital stock of the Union Bank, and the agreement relied on by the defendant purported that the plaintiff was to give the defendant five years for the reimbursement of the amount the plaintiff should pay for him to the Bank, on condition that he should transfer to the plaintiff the bank stock, at the price two persons named should say it was worth, and give a mortgage upon certain negroes, which were also mortgaged to the Bank, whenever McCalop, the plaintiff, should desire it. No notice or requisition has been given to the defendant to transfer the stock, or execute the mortgage. This agreement was made in October, 1847. It is proved by a memorandum, signed by both parties, but written and bearing date on Sunday, the 7th February, 1848. It is contended by the counsel for the plaintiff that the contract itself was made on Sunday, and for that reason is not valid, and cannot be recognized as having any effect in a court of justice. Without deciding on the force of this objection, we have only to state that the agreement, relied upon to give the defendant time, is not proved to have been made on that day, but on some day in October, 1847. We have been referred to no authority for the opinion that a memorandum, signed on Sunday, is not admissable as evidence, to prove a contract made on another day. This case presents features of great irregularity throughout. The action is not properly brought, the matter of defence is not well pleaded. The evidence, however, has been given on both sides, and the case must be determined on the state of things thus presented. We find nothing in the evidence which affects the validity of the agreement, nor do we find any default on the part of the defendant as to the compliance with his part of it. The affair between the parties is still open, and the contract thus partially executed by the plaintiff is subsisting, and by reason of the agreement the plaintiff's action cannot be maintained. The rights of the parties remain entire and unaffected by the judgment of non-suit. The judgment of the District Court is therefore affirmed, with costs. Lacey and Elam, for plaintiff and appellant; Herron, for defendant and appellee.

FELIX LEWIS *vs.* R. W. WYNN....*Appeal from the Seventh Judicial District Court, Parish of East Feliciana*....KING, J....This action was instituted to recover certain disbursements made by plaintiff, he alleging that he was authorized by the defendant, by letter, to obtain for the latter the lease of a plantation for one year, and to purchase certain supplies, both of which services he averred had been performed, and that defendant had failed to comply with the contracts thus entered into for his use. The whole case turned upon the proper construction to be placed upon the letter in question. The jury found a verdict for plaintiff of $125, and defendant appealed. The Supreme Court reversed the judgment of the lower court, and rendered judgment in favor of defendant—plaintiff to pay costs in both courts. F. S. W.

☞ George W. Crawford, Secretary of War, has published the following notice:

WAR DEPARTMENT, March 14, 1849.

The following Regulations will govern in issuing arms and ammunition, under the resolution of Congress approved March 2, 1849:

1. Each applicant must send to the War Department an affidavit that it is his *bona fide* intention to emigrate to Oregon, or California, or New Mexico, as the case may be, and must state distinctly what arms and ammunition he requires.

2. On receipt of an application and affidavit, as above stated, a sufficient supply of the arms and ammunition designated by him, to arm and equip each applicant, may be delivered to him, or his order, on payment of the cost thereof; provided the Government has such arms, and the same can be sold without detriment to the public service; and, if not, then the applicant may receive such other arms and ammunition as he shall select on the same conditions.

3. Arms and ammunition, furnished as above, will be delivered to each applicant, or to his authorized agent, at the nearest or most convenient arsenal where the arms may be. The place of delivery desired by the applicant should be designated.

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☞ J. W. refers to the following gentlemen who have honored him with their patronage:
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☞ She has also a Seven Octave superior toned and finished Rosewood PIANO FORTE for sale—Price unusually low. d8 tf

FOR SALE OR CHARTER:
A LIGHT DRAUGHT STEAMBOAT, only three years old, will be sold or chartered on reasonable terms. The boat is 110 feet long, 22 feet beam; she has two engines, and only draws 20 inches water. She is now in excellent running order, and capable of carrying from five to six hundred bales of cotton, and stands well in the insurance offices. For particulars, apply to
TINER & CONREY.
fy28 tf Nos. 2 New Levee and 4 Tchoupitoulas sts.

AN OFFICER OF COM. JONES' SQUADRON
SAYS IN A LETTER which has appeared in the Papers of this City, that during a visit which he paid to the mining region of the new found El Dorado, he sold his HAT, which he confesses was a very indifferent one, for the sum of *Sixty-four Dollars!!* What a field for speculation this fact vouches for! Parties about going to California would do well to bear in mind that a single and very indifferent HAT sold for $64.
WILLIAM BOOTH, Hatter.
Wholesale Sales-room, No. 13 Gravier street, up stairs, where may be found the precise article for the California market. fy5

Ornamental Trees, Greenhouse Plants, &c.
THE undersigned respectfully informs his friends and the public that he has opened his Green-house on the corner of St. Charles and Union streets, where he has a large assortment of EVERGREENS and ORNAMENTAL TREES; also, GREEN-HOUSE PLANTS of every variety; 170 varieties of ROSES, of the best quality; also, a large assortment of FRUIT TREES: Peaches, Plums, Nectarines, Apricots and Quinces, of the very best quality; and intends selling at the lowest prices. At his Nursery on the Shell Road, he has a large assortment of Evergreens, Ornamental Trees, Shade Trees, which will be furnished on the same terms as above.
ja8 3m JAMES McCABE.

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, Pouches, 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

ALEXANDER HILL'S
HOUSE-FURNISHING STORE,
56 Camp street, NewOrleans,
WHERE families can find all articles of House keeping, comprising a general assortment and select stock of—
KITCHEN FURNITURE—Cooking Utensils, Tin and Iron Ware, Fire Sets, Brass and Steel; Shovels and Tongs; and Kitchen Fire Iron-ware.
ENAMELLED and patent-metal tinned HOLLOW WARE; Fire Dogs.
GERMAN SILVER, Block Tin and Britannia TEA and COFFEE URNS.
TABLE CUTLERY; German Silver, Britannia, and Iron TEA and TABLE SPOONS.
WOODWARE—Brass and Iron-bound CEDAR PAILS, CHURNS and TUBS.
RATTAN-BOUND CEDAR WARE, a new article.
WILLOW WARE—Baskets, Cradles, Nurse Chairs and Wagons.
BRUSHES—Fancy and Plain, Dusting, Sweeping, and Hearth Brushes.
MATS—Jute, Manilla, Alicante, Palm, and Husk MATS, WAITERS, and TRAYS.
BRASS, Britannia, and new Metal CANDLESTICKS and LAMPS.
STEAMBOAT and HALL LANTERNS.
COOKING STOVES and FURNACES.
D. & J. Wright's patent premium COOK STOVES, for Wood or Coal—with fixtures complete; the most approved article in use. mar3 6m
☞ Hotels and Steamboats furnished at reduced prices.

NOTICE.
THE subscribers have completed their arrangements for a more extended business than that hitherto done by the old house. Our stock of DRUGS, MEDICINES AND CHEMICALS, SURGICAL INSTRUMENTS AND PERFUMERY, embracing, as I intend it shall, every article needful to the Heads of Families, Planters and Country Dealers, will not be exceeded in excellence of quality or reasonableness of price by any other house in the trade; while as a
GENERAL PATENT MEDICINE AGENT,
orders can be addressed to me with a confidence and certainty of having them properly and faithfully attended to, not previously experienced in this place.
☞ The usual credits and facilities of trade extended to customers.
☞ To the following, among other articles embraced in my present extensive stock, I would especially direct attention:

500 lb Camphor;	100 lb Tartaric Acid;
250 .. Ipecac;	150 .. Seidlitz Mixture;
250 .. Rhubarb;	500 .. Cream Tartar;
200 .. Jalap;	500 .. Gum Arabic;
150 .. Rochelle Salts;	150 .. Gum Opium, Turkey;
300 .. Sup. Carb. Soda;	500 .. Extract Licorice.

CHEMICALS.

400 oz. Sulp. Quinine;	200 oz. Iodine;
50 .. Morphine;	20 .. Iodide Mercury;
25 .. Acetate;	20 .. Oil Ægot;
25 .. Tannin;	10 .. Strychnine;
200 .. Iodide Potasi;	5 .. Veratrine;
25 .. Iron;	25 .. Piperine;
100 lb Calomel, English;	150 lb Blue Mass;
200 .. American;	100 .. Corrosive Sublimate;
100 .. Red Precipitate;	20 .. Lunar Caustic;

PATENT MEDICINES.

Sherman's Preparations;	Iodine Liniment;
Carpenter's "	Evans's Camomile Pills;
Fahnestock's "	" Soothing Syrup;
Comstock's "	Wright's Indian Pills;
Sands's "	Champion's Ague Pills;
Swayne's Syrup Wild Cherry;	" Anti-bilious do;
" Vermifuge;	Cohen's Rhm. Embrocation;
" Sarsapa. & Tar Pills;	Bull's Ext. Sarsaparilla;
Wistar's Balsam WildCherry;	Peletier's Syrup
Coleman's Bitters;	Sands's "
" Gonorrhœa Mixture;	Townsend's "
Fahnestock's Vermifuge;	Dead Shot;
Kent's "	Swaim's Vermifuge;
Canadian "	Carpenter's & Sherman's do;
Henry's Genuine Magnesia;	Peters' Pills;
Beckwith's Pills;	Brandeth's Pills;
Morrison's Pills;	Parr's Pills;
Alpha and Omega Pills;	Sappington's Pills;
Baumede Ninon;	Thorn's Extract Copaiba;
Seltzer Aperient;	Murray's Fluid Magnesia;
Mrs Gardiner's Liverwort, etc.	Sarsaparilla and Wild Cherry
Gardiner's Liniment;	Bitters;
Billings' Astringent Syrup.	

KENNEDY & FITZPATRICK,
Successor to ANDREW OLIVER & Co.
n11 6m corner Bienville and Chartres sts.

BANDS.
PATENT METALLIC INDIA RUBBER BELTING of all sizes, for sale by
fy19 SMITH & BROTHER, 52 Common st.

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 Phillippi, 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. 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. Bengiaud, 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 Muncipality, 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 hereunto 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 Berniand, Wilson & Patterson, Martin H. Devereux, John Phillippi, James Gallier, Charles Briggs, William S. Mount, Washington Jackson & Co., E. W. Wells, George Allan, H. F. McKenna, James L. Bogert, N. N. Wilkinson, John A. Merle, Hewitt, Heran & Co., John O'Brien, Fellowes, Johnson & Co., James S. Brander, Lonsdale & Gray, C. M. Rutherford, H. M. Wright, W. H. Haynes, J. B. Wallace, Thos. Hagan, John Hagan, Samuel L. Forgay, Henry Bier, Laforest & Squires, D. Bravo, Robert Ferguson, E. Lawrence, Jr., Jamison & McIntosh, P. Rochford, P. Sauve, A. Grailhe, Galbraith & Greenfield, William Mure, John D. Marsh, W. Bogart, J. B. Byrne, Joseph Grant, William H. Avery, James Robb, Maunsel White, J. R. Beard.

G. R. STRINGER, Notary Public.

JAMES GARDINER.
WILLIAM SHANNON.

I hereby certify the above and foregoing to be a true and correct copy of the original act extant in my Current Register.
[L. S.] In faith whereof, I grant my signature and the impress of my seal of office, this twenty-eighth day of June, 1845. G. R. STRINGER, Notary Public.

The undersigned, Recorder of Mortgages for this city and parish, certifies that the foregoing Act of Limited Partnership has been recorded this day, in his office, in Book Partnerships No. Two, folios 141, 142, 143 and 144.
New Orleans, June the 30th, 1845.
EDMOND V. WILTZ, Deputy Register.

The following are the names of the present Stockholders, with their respective shares:

	Shares.		Shares.
W. H. Avery	5	R. Leech	1
Henry Bier	2	Lonsdale & Gray	2
Jules A. Blanc	5	H. F. McKenna	2
Bogart & Foley	5	John D. Marsh	30
W. Bogart	1	L. Matthews	10
J. L. Bogert	5	J. A. Merle	2
J. S. Brander	2	W. S. Mount	15
Charles Briggs	2	William Mure	5
J. B. Byrne	5	John O'Brien	5
P. Conrey, Jr.	5	S. J. Peters	25
M. H. Devereux	5	John Phillippi	1
Fellowes, Johnson & Co.	5	R. Redmond	2
R. Ferguson	2	William Rice	2
John Freeland	10	James Robb	83
Freret Brothers	20	Rodriguez & Berniaud	5
Galbraith & Greenfield	1	C. M. Rutherford	5
James Gallier	10	P. Sauve	1
N. O. Gas Light Co.	54	J. R. Shaw	1
Thomas Hagan	5	Shultz, Hadden & Leach	3
John Hagan	5	J. W. Stanton	5
W. H. Haynes	1	J. B. Wallace	3
Hewitt, Heran & Co.	10	J. B. Walton	2
Holmes & Mills	5	J. P. Whitney & Co.	5
Washington Jackson & Co.	3	Maunsel White	10
Jamison & McIntosh	1	N. N. Wilkinson	2
Kelly & Conyngham	5	Wilson & Patterson	2
Laforest & Squires	5	H. M. Wright	5
E. Lawrence, Jr.	1		
Total shares			400

New Orleans, March 17, 1849.
mh19—6t A. C. AINSWORTH, Secretary.

BOARDING.
THREE OR FOUR Single Gentlemen can be accommodated with BOARDING and LODGING, at No. 236 *Baronne street.* o23 tf

GOLD ROCKERS FOR CALIFORNIA.
ANY person wishing to purchase GOLD ROCKERS, such as are recommended in this paper, apply at No. 26 TCHOUPITOULAS street, or at No. 93 CARONDELET. fy20

LOUISIANA CARRIAGE REPOSITORY,
46 *AND* 48 *ROYAL STREET, NEW ORLEANS.*
IN STORE, and constantly receiving, a great variety of CARRIAGES, of the latest and best Patterns, made expressly for this Market, suitable for City or Country—which are selling LOW FOR CASH or good paper. Purchasers can depend on satisfaction being given by this old and well established house.
☞ Particular attention given to Packing and Delivering on boat. mh2 1m
SPRINGS, AXLES and COACH-VARNISH for sale.

FRENCH POTS.
20,000 POINTS French Pots, Nos. 1 to 108, in store and for sale by SAML. LOCKE, 8 and 9 Front Levee,
mh13 between Customhouse and Bienville sts.

ACTE DE SOCIETE LIMITE.

CREANT LA COMPAGNIE DE BOURSE DU COMMERCE DE LA VILLE DE LA NOUVELLE ORLEANS.—Pardevant moi, Greenbury Ridgely Stringer, Notaire Public dans et pour la paroisse et ville de la Nouvelle Orléans, Etat de la Louisiane, dument commissioné et assermenté, et en présence de témoins ci-après nommés et soussignés:

Sont venues et ont comparu les personnes ci-après nommées, qui ont déclaré qu'en vertu et de conformément aux clauses d'un acte de la Législature de l'Etat de la Louisiane, approuvé le treizième jour de Mars de l'année dix huit cent trente-sept.

Elles ont mutuellement decidé et convenu d'établir en la dite ville de la Nouvelle Orléans une Compagnie en Société Limitée, composée d'elles et de telles autres personnes qui peuvent par la suite s'y adjoindre également, sous le nom et titre de

LA COMPAGNIE DE BOURSE DU COMMERCE:

Et conformément à ladite détermination et à ladite convention, lesdits comparans adhèrent par le présent aux clauses suivantes, savoir:

1o. L'établissement proposé par ladite Compagnie devra être situé rue St. Charles, à l'encoignure de la rue Perdido, dans la Seconde Municipalité de la ville de la Nouvelle Orléans;

2o. Le but de ladite Compagnie est d'ériger une Bourse du Commerce et des salons de lecture, et de diriger les transactions et affaires du ressort d'un établissement de cette nature;

3o. Le montant du fonds capital de ladite Compagnie devra être de quarante mille piastres, en actions de cent piastres chacune—vingt piastres par action seront payables comptant, quarant pour cent payables le premier Décembre suivant, (1845.) Ses présens comparans ayant déja fourni leur billets pour lesdits deux paiemens ci-dessus stipulés, et ayant payé comptant le premier versement;

4o. Ce qui suit est les noms des personnes et des maisons de commerce qui composent ladite Compagnie de Bourse du Commerce, et parmi lesquelles les fonds capital a été divisé et réparti de la manière suivante, savoir:

Robb & Hoge, cinquante actions; Samuel J. Peters, vingt cinq actions; Fréret frères, vingt actions; Henry Blood, dix actions; John Freeland, dix actions; Alexander Grailhe, dix actions; Kelly & Conyngham, dix actions; Hewitt, Heran & Co., dix actions; Jules A. Blanc, cinq actions; Henry William Palfrey, dix actions; Henry Bier, deux actions; Wilhelmus Bogart, une action; Jamison & McIntosh, une action; R. Leach, une action; Dunbar S. Dyson, deux actions; Shultz, Hadden & Leach, trois actions; John O'Brien, deux actions; James Gallier, dix actions; Peter Conrey, Jr., cinq actions; William H. Avery, cinq actions; J. Warren Stanton, cinq actions; P. Sauve, une action; John R. Shaw, une action; John A. Merle, deux actions; Jos. R. Beard, quatre actions; James B. Wallace, trois actions; Wilson & Patterson, deux actions; L. Matthews, dix actions; R. F. Nichols & Co., dix actions; E. Lawrence, Jr., une action; John Phillippi, une action; Robert Ferguson, deux actions; Charles Briggs, deux actions; Fellowes, Johnson & Co., cinq actions; Laforest & Squires, cinq actions; Samuel L. Forgay, cinq actions; John B. Byrne, cinq actions; Thomas A. Adams, cinq actions; James L. Bogert, cinq actions; Hamilton M. Wright, cinq actions; John M. Bell, deux actions; Maunsel White, dix actions; Martin H. Devereux, cinq actions; Lonsdale & Gray, deux actions; W. H. Haynes, une action; J. S. Brander & H. F. McKenna, quatre actions; William Mure, cinq actions; P. Rotchford, une action; J. P. Whitney & Co., cinq actions; Rowland Redmond, deux actions; Washington Jackson & Co., trois actions; Bogart & Foley, cinq actions; N. N. Wilkinson, deux actions; William Rice, deux actions; Geo. Allen, cinq actions; E. W. Wells, cinq actions; C. M. Rutherford, cinq actions; W. S. Mount, cinq actions; Joseph Grant, cinq actions; J. B. Walton, deux actions; Thomas Hagan, cinq actions; John Hagan, cinq actions; Holmes & Mills, cinq actions; B. Rodriguez & L. Berniaud, cinq actions; D. Bravo, quatre actions; Galbraith & Greenfield, une action; John D. Marsh, cinq actions; James Robb, vingt-trois actions;

Faisant quatre cents actions—400;

Se montant à quarante mille piastres;

5o. Ladite société doit commencer le premier jour de Julliet de la présente année (1845) et continuera jusqu'au premier jour de Juillet de l'année mille huit cent cinquante;

6o. Les affaires et transactions de ladite Compagnie seront gérées par trois Directeurs, un desquels sera Président, et élu par les Directeurs;

7o. Les Directeurs pourront recevoir au nom et pour l'usage de ladite Compagnie, ces quatres certains lots de terre sur la rue St. Charles, à l'encoignure la rue Perdido, au prix de trente et un mille et cinquante piastres, étant le prix auquel ils ont été adjugés à une vente faite à l'encan par ordre du Conseil de la Seconde Municipalité, le dixième jour de Mai dernier, payables un cinquième comptant et la balance à un credit depuis un jusqu'à dix ans.

Ils pourront payer en partie comptant et émettre les billets de la Compagnie pour les quatre-cinquièmes et intérets, comme il est exprimé ci-dessus; contracter pour la construction, sur lesdits terrains, desdits édifices requis pour une Bourse du Commerce et les salons de lecture; louer à bail lesdites batisses ou toute partie d'icelles; poursuivre et être poursuivis, avoir et recouvrer toutes et aucunes sommes d'argent dues à ladite Compagnie, et faire et accomplir tous autres actes nécessaires aux intérêts de la Compagnie, pourvu que ces dits actes soient conformes à la loi et se rattachent à cet acte de société.

Il est bien entendu qu'aucun ou aucuns billets ne seront faits et émis par les Directeurs, sans que l'autorisation des actionnaires n'ait été préablement obtenue;

8o. La première élection des Directeurs aura lieu aussitot que cet acte de société aura été légalement promulgué, et chaque année ensuite, le second lundi de Janvier;

A toutes élections semblables, ainsi qu'à toutes autres occasions dans lesquelles les actionnaires seront appelés à voter, chaque action donnera à son détenteur droit à une voix;

10o. Le Président de la Compagnie aura charge de l'argent, des billets et autres effets personnels d'icelle, et en tiendra un compte exact, ainsi que de tous les déboursés faits par ordre des Directeurs, et il tiendra aussi un registre où seront portés tous les transferts d'action, et tous les ans, le second lundi de Janvier, il présentera aux actionnaires un tableau général des affaires de la Compagnie, lequel tableaux sera examiné par un comité d'actionnaires;

11o. Le Président aura droit à une juste compensation annuelle pour l'accomplissement des fonctions sus-énoncées, mais elle n'excèdera pas la somme de cinq cents piastres;

12o. Si la société par le présent formée n'était par renouvelée à l'expiration de cinq années alors et quand elle expirera finalement les opérations et affaires d'icelle seront liquidées par trois commissaires choisis par les actionnaires à une assemblée de ces derniers qui devra avoir lieu à cet effet;

13o. Lesdits commissaires vendront ou feront vendre toutes les propriétés appartenant à la Compagnie, et à tels termes et à telles conditions qui leur seront prescrits par les actionnaires; ils diviseront le produit de la vente, ainsi que tous autres fonds et effets appartenant à ladite compagnie, au pro rata, parmi les actionnaires;

14o. Des dividendes d'autant des benéfices nets de la Compagnie qu'on le croira convenable et que fixeront les Directeurs, se feront le second lundi de Janvier de chaque année.

Ainsi fait et passé en mon bureau, en la dite ville de la Nouvelle Orléans, en présence de James Gardiner et de William Shannon, témoins compétens et domiciliés en cette ville, qui ont signé leurs noms avec la susdite qualité, ensemble avec tous les comparans précités, et moi, notaire, ce onzième jour de Juin de l'année de Notre Seigneur mil huit cent quarante cinq.

Signée—John Freeland, Wm. Rice, Saml. J. Peters, J. W. Stanton, John R. Shaw, Holmes & Mills, H. William Palfrey, Peter Conrey, Jr., D. L. Matthews, Robb & Hoge, J. B. Walton, T. A. Adams, J. P. Whitney & Co., Kelly & Conyngham, Jules A. Blanc, Fréret frères, Shultz, Hadden & Leach, Bogart & Foley, Dunbar S. Dyson, R. Redmond, John M. Bell, Robert Leech, R. F. Nichols & Co., B. Rodriguez, Henry Blood, Louis Berniand, Wilson & Patterson, Martin H. Devereux, John Phillippi, 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. M. Haynes, J. B. Wallace, C. L. Rutherford, Thos. Hagan, Jno. Hagan, Saml. L. Forgay, Henry Bier, Laforest & Squires, D. Bravo, R. Ferguson, E. Lawrence, Jr., Jamison & McIntosh, P. Rotchford, P. Sauve, A. Grailhe, Wm. Mure, Galbraith & Greenfield, Jno. D. Marsh, W. Bogart, J. B. Byrne, Joseph Grant, Wm. H. Avery, Jas. Robb, Maunsel White, J. R. Beard:

G. R. STRINGER, Notaire Public.

JAMES GARDINER,
WILLIAM SHANNON.

Le soussigné, Conservateur des Hypothéques pour cette ville et paroisse, certifie que l'acte ci-dessus de Société limitée a été registré ce jour en son bureau, au Livre de Societes No. Deux, folios 141, 142, 143 et 144.
Nlle. Orleans, le trente Juin 1845.
EDMOND P. WILTZ, Dep. Conserv.

Les noms suivans sont ceux des présens actionnaires, avec leurs actions respectives:

	Actions.		Actions.
Wm. H. Avery	5	R. Leech	1
Henry Bier	2	Lonsdale & Gray	2
Jules A. Blanc	5	H. F. McKenna	2
Bogart & Foley	5	John D. Marsh	30
Wm. Bogart	1	L. Matthews	10
J. L. Bogert	5	J. A. Merle	2
J. S. Brander	2	W. S. Mount	15
Charles Briggs	2	William Mure	5
J. B. Byrne	5	John O'Brien	5
P. Conrey, Jr	5	S. J. Peters	25
M. H. Devereux	5	John Phillippi	1
Fellowes, Johnson & Co	5	R. Redmond	2
R. Ferguson	2	William Rice	2
John Freeland	10	James Robb	83
Freret Brothers	20	Rodriguez & Berniaud	5
Galbraith & Greenfield	1	C. M. Rutherford	5
James Callier	10	P. Sauve	1
N. O. Gas Light Co	54	J. R. Shaw	1
Thomas Hagan	5	Shultz, Hadden & Leach	3
John Hagan	5	J. W. Stanton	5
W. H. Haynes	1	J. B. Wallace	3
Hewitt, Heran & Co	10	J. B. Walton	2
Holmes & Mills	5	J. P. Whitney & Co	5
Washington Jackson & Co	3	Maunsel White	10
Jamison & McIntosh	1	N. N. Wilkinson	2
Laforest & Squires	5	Wilson & Patterson	2
Kelly & Conyngham	5	H. M. Wright	5
E. Lawrence	1		
Faisant quatre cents actions			400

Nlle. Orleans, 16 Mars 1849.
mh19 6t A. C. AINSWORTH, Secretaire.

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