The Daily Crescent.

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The Daily Crescent.

OFFICIAL JOURNAL
Of the Council of the Second Municipality.

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BY J. H. MADDOX.
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OFFICIAL.

Council of Municipality No. Two.

TUESDAY, MAY 27, 1851.

The Council met, pursuant to adjournment.

Present: The Hon. James H. Caldwell, President; Messrs. Brother, Brugniens, Emerson, Etter, Hawthorn, Johnson, Lawrason, Perry, Renshaw, Shields, Shortridge, Sykes, Vontagen, Wheelehan, and Yancey.

The minutes of the last meeting were read and approved.

The Treasurer's report was read as follows:

WEEKLY REPORT OF THE TREASURER.
Municipality No. Two. *Dr.*

To balance as per last report		$635 62
Amount received since, viz—on account:		
Coffee-houses, etc.	420 00	
Merchants, etc.	941 00	
Levee Dues	2114 55	
Fines	78 00	
Paving Materials	587 23	
Beer Licenses	50 00=	5,374 78
		$6,010 40
Disbursed this week—on account:		
Side-walks	$976 09	
Charity	237 50	
Contingent	165 40	
Streets	653 50	
Public Schools	667 20	
House of Refuge	30 95	
City Prison	27 07	
Canals	44 00	
Draining rear of Municipality	7 50	
Night Watch	79 00	
Police Jail	111 18	
Mayor, General Council, etc.	62 19	
Law charges	4 00	
Wharves and Levees	1217 50=	$4,272 98
Balance on hand this day		1,737 42
		$6,010 40

NewOrleans, May 27, 1851.
W. H. GARLAND, Treasurer.

A communication from the Surveyor, accompanied by a plan, relative to the improvement of the middle of Canal street; one reporting the contractor of the Common street shell-road, for non-compliance with the conditions of his contract; and another recommending the deepening and widening of Claiborne Canal, and the deepening of a part of the Melpomene Canal—were read and referred to the Committee on Streets and Landings.

PETITIONS, ETC.

Of W. R. Bell, claiming compensation for a shed pulled down, by order of an Alderman, to prevent the spread of the fire on the 18th January last; of A. A. Philips, for remission of a fine; and of Gordon & Foster, for same—were read and referred to the Committee on Claims.

Of Martin Flowers, for re-election to the place of Watchman; of Thomas Gordon, for permission to erect a blacksmith shop on the corner of Julia and Commerce streets; of W. Robertson, for the appointment of James Fitzgerald as a Day Police Officer; of residents on Gravier street, between Carondelet and St. Paul streets, for the removal of lewd and abandoned women from their vicinity; of Martin Barrot, a cripple, for permission to place a small box on the sidewalk at the west end of St. Mary Market, for the purpose of selling sundry small articles; of Charles Deake, and others, representing a beer-house, saloon and garden, kept by Fasnacht & Brand, at the corner of Annunciation and Poeyfarré street, as a nuisance, and praying for its removal; and of citizens, for the removal of Frank Wilson from the Police, for cruelty to a prisoner—were read and referred to the Committee on Police.

Of sundry citizens, recommending the construction of bridges on Galvez street, was read and referred to the Committee on Streets and Landings.

A letter from a committee of the Physico-Medical Society, inviting the Council to attend the lectures of Dr. J. C. Simonds, on Wednesday and Friday evenings next, was read, and said invitation accepted.

A petition of C. W. Farrington, asking reimbursement of a portion of his license, was read and referred to the Committee on Finance.

STANDING COMMITTEES.

Mr. Brother, as Chairman of the Committee on Finance, presented the following report and resolution, and they were adopted, the rules being suspended:

The Finance Committee, to whom was referred the resolution calling on the Surveyor to examine the records of his office, and report as to whether there is any evidence that the three thousand cubic yards of sand required by the contract of P. Ward has been delivered, have thoroughly investigated all the facts connected with the same, and beg leave to make the following report:

Your committee directed their investigation mainly to the facts connected with the late purchase of eleven hundred and twenty-five dollars' worth of sand from P. Ward, and whether or not said sand belonged to Ward, or had been paid for by this Municipality, under his contract to clean and keep the streets in repair. Consequently, the contract itself, and a correct construction of its obligations on the contractor and liabilities of the Municipality, becomes the most important testimony to solve the question of right and liability. Said contract was entered into November 2, 1847, between Wm. Thornton Thompson, Surveyor of the Municipality, of the first part, and Patrick Ward of the second part, for three years, for keeping in repair the unpaved, and cleaning and keeping in repair the paved and unpaved streets of the Second District, of the Second Municipality—the said District comprises all this Municipality, including and above St. Joseph streets. The specifications of said contract are in substance as follows: The said Ward is to keep in repair the unpaved streets; to keep clean the paved and unpaved streets within the said Second District; to fill up with brick rubbish, shell or dry sand, all ruts and carriage tracks in all the unpaved streets; to carry off, every morning, all animal and vegetable matter; to scrape up all the dust and dirt on the paved streets, and carry off the same to the place designated by the Surveyor, but not to be allowed to use street scrapings to repair the streets; to get out annually from the batture, three thousand cubic yards of earth, to be used in filling up ruts, holes, and repairing the unpaved streets.

The Second Municipality to pay said Ward for keeping in repair the unpaved streets, and for cleaning the paved and unpaved streets, the sum of $105,752 per annum, the one-twelfth part to be paid monthly, provided the said Surveyor shall first certify that the party of the second part has faithfully performed his duties under the contract, and that the paved and unpaved streets, within the limits of said District, are in good order and condition.

The foregoing extracts from the contract embrace all that your committee deem important, or bearing on the question. Your committee, also, took the testimony of the following witnesses, the substance of whose evidence is herewith detailed, viz: J. H. Burrows, Robert Hamilton and B. Olney, late Commissaries of the First, Second and Third Wards, state, that from the time of their election, in May, 1850, that but little sand was used on the streets, in their respective Wards, during the balance of that year; also, that Patrick Ward commenced getting out sand about September, 1850, and which sand they believed belonged to this Municipality, under his contract. Ward told witnesses that he had the privilege of his contract for another year. M. J. Ellis, Commissary of Batture, in 1847, 1848 and 1850, and Charles Chapotin, in 1849, and A. H. Fldridge, Wharfinger, all state that Ward got out from the batture considerable quantities of sand, in the latter part of the years of 1848, 1849 and 1850. C. A. Miltenberger, Surveyor, measured on the Levee, in November, 1850, for Ward, over 4000 cubic yards of sand.

A. G. Blanchard, Surveyor of the Municipality, in December, 1850, and H. Grant, Esq., the present Surveyor, state, that from the terms and specifications in the said contract, in their opinion, the late sand purchased of Ward, for $1125, rightfully belonged to him, and not the Municipality.

Surveyor Grant, in his letter to Mr. Yancey, states: "That I have not been able to find a special record of 3000 cubic yards delivered by Mr. Ward, under his contract; that as far as I can understand the mode observed in the settlement of this business, the monthly certificates of the Surveyor, for the performance of the contract, are the only records in evidence." And, in his testimony, Grant declares that he has read the specifications of Ward's contract with the Municipality; has noticed the terms and conditions—would consider that the certificate of the Surveyor was evidence that the contract had been complied with; noticed, particularly, that the provisions of the contract require 3000 yards of sand, and there is no clause that provides for payment, but by monthly instalments, on certificate of Surveyor.

Mr. Grant and Mr. Blanchard further state, that they are clearly of opinion, from a careful scrutiny of the said contract, that this Municipality had no claim whatever to the sand taken out by Ward, in the fall of 1850, and of which the late purchase of $1125 was a part, and that the price of 45 cents per yard paid for the same was reasonable.

From the foregoing synopsis from the contract, and the testimony, your committee are of opinion that the main object and design contemplated in the contract of P. Ward, was to clean and keep in repair the streets in his district, and he was to use batture sand or brick rubbish for that purpose, and not street scrapings; and that of the 3000 yards of sand required to be gotten out by said contract, only so much of it belonged to the Municipality as was necessary to keep the streets in his district in good order and condition, and the monthly certificate of the Surveyor, issued under said contract, was to be the evidence that the contractor had complied with the conditions of his contract, and the evidence on which he received his monthly payments; and this is evidently the view of the contract taken by Mr. Dunbar, in having its provisions carried out.

The contract should have been worded differently to have entitled the Municipality to have claimed any residue of any of the 3000 yards of sand annually taken out, and not required to be used to keep in good order and repair the streets in the district.

In conclusion, your committee further report, that in their judgment, from a critical examination of P. Ward's contract, and a laborious examination of witnesses, that any sand taken out from the batture by Ward, and not necessary to be used to keep in good order and repair the unpaved streets in his district, rightfully belonged to him, and consequently, the sand lately purchased of him, and which is the principal subject of this investigation and report, was in his right to sell or dispose of; all of which is submitted, together with documents from number one to sixteen; and your committee ask to be discharged from the further consideration of the subject.

A. BROTHER,
HENRY RENSHAW.

The undersigned, a member of the committee, is still of the opinion that the sand in question is that which Ward got out under the requisition of his contract, but as the certificate of the Surveyor is made by the terms of the contract the condition of payment, and an acknowledgment, on the part of the Municipality, that the requisitions of the contract had been complied with, the undersigned is constrained to assent to the conclusion of the majority of the committee, that the certificates being obtained, the Municipality cannot legally claim the property in dispute. C. D. YANCEY.

Resolved, That the Treasurer pay the following sums on the warrant of the Mayor, viz:

To Graham, Martin, McLanahan and Davis, for raising wharves, etc., four thousand five hundred and twenty-four dollars and forty five cents.

To F. A. Conant, for extra work on Jackson and Jefferson School-houses, two hundred and ninety-four dollars and sixty-five cents.

To Wheeler, Pettus & Co., for work on Dredge-boat, one hundred and eleven dollars and ninety-five cents.

To John Paul, for boxing trees and repairing fences of Public Squares, etc., three hundred and ninety-eight dollars and seventy-five cents.

To Wm. Pellenz, for repairing public lamps, etc., one hundred and eighty-three dollars and ten cents.

To J. G. Gaines, for ice-water box for Committee Room, five dollars.

To George Sherlock, for repairing roofs of Engine-houses, forty-two dollars and seventy cents.

To Uriah Sadler, for inspecting lumber for the Municipality, thirty-five dollars.

To C. Funk, for sundries furnished for Municipality Offices, seventeen dollars and fifty cents.

To New Orleans Commercial Bulletin, for one year's subscription, twenty-four dollars.

To Louisiana Courier, for publishing election notice for election of Constable, twenty dollars.

To Moreau, for refreshments furnished at the Fifth Ward Polls, thirty dollars.

To J. W. Young, for refreshments furnished at the Sixth Ward Polls, thirty dollars.

To L. Walton, for refreshments furnished at the Seventh Ward Polls, thirty dollars.

To House-keeper of Mississippi Fire Company No. 2, for cleaning Engine-house after election for Constable, five dollars.

To G. Bernard, for cleaning Louisiana Hose House, Sixth Ward, after election for Constable, five dollars.

To J. H. Burroughs, for removing dead animals, etc., ten dollars and fifty cents.

Mr. Stewart appeared and took his seat.

Mr. Renshaw, as Chairman of the Committee on Streets and Landings, presented the following report and resolutions, which were severally adopted, after suspending the rules:

The Committee on Streets and Landings, to whom was referred the message of the Mayor, specifying the adjudication of contracts to the following persons, viz: D. Moores, for laying plank sidewalks; Patrick Ward, for cleaning and repairing the streets of the Third District; Thos. Duffy, for opening out the gutter drains of sundry streets in the Seventh Ward, and J. M. Forgay, for paving Polymnia street—beg leave to report the following resolutions, in favor of contracting with said parties.

HENRY RENSHAW,
A. BROTHER,
BERNARD WHEELEHAN,
R. B. SYKES,
R. B. SHORTRIDGE,
THOMAS H. SHIELDS,
JOHN C. STEWART.

Resolved, That the Surveyor be, and he is hereby, authorized to contract with D. Moores as principal, and H. R. Speres as security, for furnishing all the material, and laying such plank sidewalks as may be required by the Council, for one year from the signing of the contract, at the rate of eleven and a half cents per running foot. The work to be done, and the payment made, agreeably to the terms of the specifications.

Resolved, That the Surveyor be, and he is hereby, authorized to contract with Patrick Ward as principal, and G. Johnson and P. O. Shaughnessy as securities, for cleaning the paved and unpaved streets, ditches and markets, and keeping in repair the unpaved streets and ditches of the Third District, comprised within the following limits: Between the River, north side of Estelle, Benjamin and Thalia streets, the rear of the Second Ward, and centre of Felicity Road, from the signing of the contract, up to the seventh day of February, 1853, at the rate of four thousand three hundred and twenty dollars per annum. The work to be done, and the payments to be made, in accordance with the terms and conditions of the specifications.

Resolved, That the Surveyor be, and he is hereby, authorized to contract with Thos. Duffy as principal, and D. Cronan and Jno. King as securities, for opening out the gutter drains of Jackson, Palmyra, Banks, Common, Gravier, Perdido, Poydras, Cypress, Mirol and Tonti streets, in the Seventh Ward, at the rate of three cents per running foot. The work to be done, and payments made, agreeably to the terms and conditions of the specifications.

Resolved, That the Surveyor be, and he is hereby, authorized to contract with J. M. Forgay as principal, and Henry Bier as security, for furnishing all the material, and paving with the best round stones, Polymnia street, between Prytania and Coliseum streets, at the rate of one dollar and eighty-five cents per square yard. The work to be done, and payments made, in accordance with the terms and conditions of the specifications.

Resolved, That the two-thirds of the cost of said paving shall be paid by the property holders on each side of said street, on the completion of the work; the remaining one-third to be paid by the Municipality.

Resolved, That A. G. Blanchard, the present First District Surveyor, be, and he is hereby, authorized to act as Surveyor for the First and Second Districts.

Mr. Hawthorn, as Chairman of the Committee on Police, offered the following reports and resolutions, and they were adopted, after a suspension of the rules:

The Police Committee, to whom was referred the petition of John Paul, that a shed he now occupies on Hercules street, be allowed to remain, beg leave to report in favor of the same, and offer the following resolution.

JNO. N. HAWTHORN,
C. BRUGNIENS,
JOSEPH ETTER.

Resolved, That the shed occupied by John Paul, on Hercules street, between Erato and Thalia streets, and on which he has recently put a new roof, be allowed to remain for ninety days, provided said roof is made fire-proof and the ordinances relative to the same strictly complied with.

The Police Committee, to whom was referred the petition of P. L. Massey, for leave to erect, at the corner of Solis and Clio streets, a chemical factory, beg to report in favor of the same, and offer the annexed resolution.

JNO. N. HAWTHORN,
C. BRUGNIENS,
JOSEPH ETTER.

Resolved, That permission be granted to P. L. Massey to establish a chemical factory at the north east corner of Solis and Clio streets, and to use a steam engine therein; provided the chimney be made forty feet high—but the ordinances relative thereto be strictly complied with; and to remain during the pleasure of the Council.

The Committee on Police, to whom was referred the letter of the Surveyor, calling for an extra appropriation of fifty or sixty dollars, in order to complete some most necessary repairs to the Robin street Belfry, beg to report that they have examined said premises, and fully concurring with the Surveyor in his recommendations for said appropriation for repairs of same, respectfully submit the annexed resolution.

JNO. N. HAWTHORN,
C. BRUGNIENS,
JOSEPH ETTER.

Resolved, That the sum of sixty dollars be, and is hereby, appropriated for repairs of Belfry to the Robin street Watch-house.

Mr. Hawthorn, as Chairman, presented the following, on its first reading:

Resolved, That permission be, and is hereby, granted to Polly Reason, free woman of color, to emancipate the slave Allen Taylor, a black, aged about thirty-five years; and to James Magee, to emancipate the slave Sam, a black, aged about forty years; and that said slaves be permitted to remain in the State, when their respective owners have given the usual bond and security, to be approved by the Recorder.

Mr. Yancey, as Chairman of the Committee on Claims, offered the following report and resolution, and they were adopted, after suspending the rules:

The Committee on Claims, to whom was referred the petition of J. A. Morton & Co., praying for the remission of a fine of twenty dollars, imposed upon them for having corn on the landing in contravention of an ordinance of this Municipality, beg leave to report in favor of the same, on the recommendation of the Wharfinger.

C. D. YANCEY,
H. C. VONTAGEN,
W. EMERSON.

Resolved, That the Treasurer pay, on the warrant of the Mayor, to J. A. Morton & Co., the sum of twenty dollars, that being the amount of a fine paid by them for having corn on the landing in contravention of an ordinance of this Municipality.

Mr. Brugniens, as Chairman of the Committee on Fire, presented the following reports and resolutions, and they were adopted, the rules being suspended:

The Fire Committee, to whom was referred the letter of the Surveyor, in relation to the contract of Henry Maginn, for the building of the Engine House of Jackson Fire Company, No. 18, having carefully investigated said matter, beg leave to submit the following report as the result of their labors:

We find that Henry Maginn contracted as principal, with James Gallin and Thomas Connelly as securities, to build the Engine House in question, for the sum of twenty-five hundred dollars, in accordance with plans and specifications on file in the Surveyor's office—the work to be paid for as it progressed, on the certificate of the Surveyor, one-fourth of each instalment retained by the Municipality, until the final completion of the work. It appears that when Maginn gave notice to the Surveyor and Fire Committee of the old Council, that the work was complete, and made a demand for the final payment on the same, that an examination was had by said committee and the Surveyor, and it was found that the work was not done in accordance with the contract. Maginn was so notified by *Mr. Grant, the Surveyor, and called* upon to complete his contract. When your committee entered upon their duties, they found matters had not changed, so far as the building was concerned. A short while afterwards, Maginn was arrested on a criminal charge, and thrown into prison, where he now is. We find that Maginn has been paid by the Municipality twelve hundred and fifty dollars, and that there is a balance due on the contract of twelve hundred dollars. It appears that Maginn, instead of appropriating the money towards paying for materials, workmanship, labor, etc., that he made other disposition of it; for since his imprisonment, the following bills have been presented against him, duly sworn to, which constitute *liens*, (under the lien law of the State,) upon the building; and the payment of which will have to be assumed by the Municipality, before we can legally obtain possession of the building. In support of which position, we have the written opinion of the Attorney of this Municipality.

The following bills have been duly sworn to:

Wm. H. Enger, for Biloxi steam brick	$586 50
J. B. Walsh, for slating	156 00
Jas. McMartin, balance due for laying brick	64 00
Aug. Bowers, for painting	34 50
Walter Stocks, for carpenter work	27 75
Wm. White, for lumber	27 26
H. McGinn, for sand, lime, etc.	111 15
James Gahan, for five days' work	11 25
John C. Gahan, for six days' work	11 25
James Richardson, for carpenter and joiner's work	11 37
John C. Stewart, for lime, hair, plaster, etc.	21 55
Making	$1070 38

In addition to these bills, two other claims have been presented, neither of which constitute a lien upon the building:

Edward Gottschalk, for money advanced Maginn	$200 00
John C. Stewart, for money advanced	50 00
	$350 00

Your committee can neither find nor hear any thing of the securities of Maginn.

Under all circumstances of the case, and the necessity that presents itself of placing Jackson Fire Company, No. 18, in the building, your committee recommend the payment of the above lein claims out of the amount due Maginn, and that the balance be appropriated towards making sundry absolute additions to the building; and they, therefore, submit the following resolutions:

CLAUDE BRUGNIENS,
BERNARD WHEELEHAN,
W. EMERSON.

Resolved, That the Treasurer pay, on the warrant of the Mayor, to the following persons, the following bills, viz:

To Wm. H. Enger, for Biloxi steam brick, five hundred and eight-six dollars and fifty cents.

To J. B. Walsh, for slating, one hundred and fifty-five dollars.

To J. McMartin, for laying brick, seventy-five dollars and fifty cents.

To Aug. Bowers, for painting, thirty-four dollars and fifty cents.

To Walter Stocks, for carpenter work, twenty-one dollars and seventy-five cents.

To Wm. White, for lumber, twenty-seven dollars and seventy-six cents.

To H. McGinn, for sand, etc., one hundred and eleven dollars and fifteen cents.

To J. Gahan, for labor, eleven dollars and twenty-five cents.

To Wm. Gahan, for labor, fourteen dollars and six cents.

To J. Richardson, for labor, eleven dollars and thirty-seven cents.

To John C. Stewart, for lime, hair, etc., twenty-one dollars and fifty-five cents.

Resolved, That the balance of the amount due Henry Maginn after said above liens are paid, be, and is hereby, appropriated to making such additions as may be deemed necessary by the Surveyor, to the Engine-house of No. 18.

The Fire Committee, to whom was referred the petition of Irad Ferry Fire Company No. 12, asking an appropriation for the purchase of a new Hose Carriage, beg leave to report in favor of the same, and offer the following resolution.

CLAUDE BRUGNIENS,
BERNARD WHEELEHAN,
W. EMERSON.

Resolved, That the Treasurer pay, on the warrant of the Mayor, to Irad Ferry Fire Company No. 12, three hundred dollars.

The Committee on Fire have had under consideration the petition of American Hook and Ladder Fire Company No. 2, for an appropriation to purchase a horse. The committee believe that the annual appropriation contemplates all such expenses; but while willing to extend to this Company (and indeed to all,) all proper aid, they do not conceive the Council bound to provide for this branch of their organization, and are therefore compelled to report against the same.

CLAUDE BRUGNIENS,
BERNARD WHEELEHAN,
W. EMERSON.

Mr. Brugniens, as Chairman, also presented the following, which lies over:

Resolved, That the Mayor is hereby authorized and requested, after giving ten days notice in the official journal of this Municipality, to sell at public auction, the contract for furnishing the Municipality with such amount of hose as may be required for one year from the signing of the contract. Said hose to be furnished in accordance with the specifications to be given by the Surveyor, and published with said notice, and in such quantities as may be required from time to time.

Mr. Vontagen, as Chairman of the Special Committee, etc., presented the following report and resolutions, as a substitute for those previously offered; and they were adopted, after suspending the rules:

Your Committee, to whom was recommitted the report on the memorial of Brig. Gen'l Tracy, and others, after mature consideration, would beg leave to offer the following resolutions, as a substitute for those originally offered, inasmuch as we are led to believe that the use of the room, previously intended for the Volunteer Companies of the First Brigade, may be required for objects more beneficial to the interests of the Municipality, both as regards revenue and convenience.

H. C. VONTAGEN,
R. B. SHORTRIDGE,
W. EMERSON.

Resolved, That the committee, to whom was referred the petition of Gen. Tracy and Col. W. W. Wood, be authorized to obtain a suitable room for the use of the Volunteer Companies of the First Brigade, at a rent not exceeding fifty dollars per month, until such arrangements can be carried out as are hereinafter recommended.

Resolved, That the Brig. Gen'l Commanding First Brigade, and the four senior officers commanding Volunteers, be, and they are hereby, constituted a Board of Officers, who shall have sole charge and control of the Armory, and who shall nominate an Armorer, subject to the approval of the Council; said Armorer to be discharged upon complaint of the Board of Officers.

Resolved, That a sum not exceeding forty dollars per month be, and the same is hereby, appropriated for the pay of an Armorer, payable out of the Treasury of this Municipality, on the warrant of the Mayor, with the approval of the Board of Officers.

Resolved, That a sum not exceeding two hundred and fifty dollars be, and is hereby, appropriated for the fitting up of a temporary Armory, for the use and occupation of the First Brigade, to be disbursed under the supervision of the aforementioned Board of Officers, who shall certify to the bills or contracts for the same.

Mr. Vontagan, as Chairman, also presented the following, which lies over:

The supplimentary report of the committee to whom was recommitted the report on the petition of Brig. Gen. Tracy and others, officers of First Brigade, Louisiana Volunteers, beg leave to offer the following supplimentary report:

We deem it expedient that there should be erected, upon the lot owned by this Municipality, situated upon Baronne street, between Girod and Julia streets, a building to subserve the double purpose of a Police office, (lock-up,) for which purpose the lower story or floor should be appropriated; and the upper story to be reserved for the exclusive occupation of the Volunteer Companies of the First Brigade.

In connection with this report, we beg leave to submit a plan of the contemplated building, hastily prepared, and subject to such changes or amendments as may be deemed expedient. The accompanying plan embraces the two prominent features most desired, viz: The accommodation of the police, and the protection of the public arms in case of riot or insurrection.

In conclusion, your committee would respectfully recommend early action on the aforesaid suggestions.

H. C. VONTAGEN,
R. B. SHORTRIDGE,
W. EMERSON.

ORDER OF THE DAY.

The preamble and resolution offered by Mr. Sykes on the 13th inst., providing for the sale of the present site of the Work-house, etc., came up as the order of the day.

Mr. Sykes offered the following as a substitute:

Resolved, That the Commissioners of the House of Refuge be authorized and respectfully requested to select a piece of ground suitable to build a House of Refuge thereon, and sufficient for agricultural purposes, and report to this Council the cost of same. And also to have the present property, now belonging to this Municipality and occupied as a House of Refuge, appraised, and report to this Council what it will probably bring at public or private sale.

On motion, their consideration was postponed until the next meeting.

The following came up, as the order of the day, and was, on motion, adopted:

Resolved, That the Superintendent of Carts and Laborers be, and is hereby, required to give a bond for twenty-five hundred dollars, with satisfactory security, for the faithful performance of the duties of his office.

Mr. Renshaw offered the following, which was adopted, after suspending the rules:

Resolved, That C. H Nobles is hereby accepted as the security of Joel Gleason, in the sum of twenty-five hundred dollars, for the faithful performance of his duties as Superintendent of Carts and Laborers.

The ordinance prohibiting the firing of guns on Lafayette Square, came up as the order of the day.

Mr. Vontagen moved to amend by inserting "Mayor, Recorder," which was agreed to, and the resolution, as amended, was adopted, as follows:

Be it Ordained, That the firing of salutes on the Lafayette Public Square, by cannon or otherwise, unless authorized by the Mayor, Recorder, Major-General commanding the first division, or the Brigadier-General commanding first brigade of Louisiana Militia, be, and is hereby, prohibited under a penalty of twenty-five dollars for each gun so fired in contravention of this or finance, recoverable before any court of competent jurisdiction.

Mr. Shields presented the following, which was adopted, the rules being suspended:

Resolved, That Denis Cronan be, and he is hereby, permitted to take from the surplus earth on Baronne street, the quantity necessary to complete the filling of the yard attached to the Jefferson School House, provided said Cronan pay at the rate of twenty-five cents per cubic yard for the same; and be it farther provided, that in case said Cronan does not proceed to have his contract for paving the yards of the Jackson and Jefferson School Houses immediately put in execution, that the Surveyor be, and he is hereby, instructed to have the same done at the expense of said Cronan.

The following, offered by Mr. Perry, was adopted, after suspending the rules:

Resolved, That a special committee of three be appointed to confer with the Surveyor, and to report to this Council in what manner the rear of the Seventh Ward can be most economically supplied with water, for extinguishing fires; and to report the comparative cost of sinking suitable wells at the junction of cross streets, and the expense of continuing to Galvez Canal the pipes of the Water Works Company, and placing hydrants at the junction of the cross streets. Also to report the whole number of wells or hydrants which is absolutely necessary for the proper safety and protection of that section of the Municipality.

And the President appointed on said Committee, Messrs. Perry, Etter, and Wheelehan.

The following, offered by Mr. Yancey, was adopted, the rules being dispensed with:

Resolved, That all the old officers of this Municipality, who have been re-elected, be, and are hereby, required to renew their bonds.

Mr. Emerson presented the following, which was, on his motion, referred to the Committee on Streets and Landings:

Resolved, That the Mayor be, and he is hereby, authorized and requested, after giving ten days notice in the official journal of this Municipality, to sell at public auction, the contract for taking up and removing, to such place or places as may be designated by the Surveyor, the round stone from that portion of Girod street lying between New Levee and Magazine streets, and for raising, grading and paving said portion with the best square block stones; all the materials to be furnished by the contractor, and the work to be done, and payments made, in accordance with the specifications to be furnished by the Surveyor, and published with said notice. The names of the securities for the faithful performance of said work to be given in, under their own signature, at the time of adjudication.

The same gentleman offered the following, which was, on motion, referred to the Committee on Police:

Resolved, That the Surveyor be, and he is hereby, authorized and directed, to have placed the following Lamps upon Baronne street, viz: One in the centre of the block between Julia and St. Joseph streets; one in the centre of the block between Girod and Julia streets; one in the centre of the block between Hevia and Girod streets.

Mr. Brugniens presented the following, which was, on motion, referred to the Committee on Streets and Landings:

Resolved, That the Surveyor be, and is hereby, authorized and instructed, to cause Lamps to be placed on the intersections of the following streets: Corner of Bolivar and Perdido; corner of Bertrand and Perdido; corner of Johnson and Perdido; corner of Galvez and Perdido.

And on motion, the Council adjourned until Tuesday next, June the 3d, at 6 o'clock, P. M.

JOHN CALHOUN, Secretary.

BUSINESS CARDS.

ADDISON & CO., Wholesale Grocers and Commission Merchants, 68 Poydras st., New Orleans. f26

ANDREWS & CO., JOHN W., Commission Merchants and Shipping Agents, 31 Common st. j25

I. W. ARTHUR. JOHN THOMAS.
ARTHUR & CO., I. W., Commission, Provision and Grocery Merchants, 28 and 29 New Levee.

E. ARMSTRONG. GEO. C. LAWRASON. ARNOLD HARRIS.
ARMSTRONG, LAWRASON & CO., General Commission and Forwarding Merchants, and agents for the United States Mail Steamship Company from New Orleans to New York and Charges; also, Pacific Mail Steamship Company from Panama to California and Oregon. Office 106 Magazine street. a16 1y

BENSON, J., House, Sign and Ornamental Painter, Imitator of Woods and Marables, 122 Camp street, opposite Lafayette Square. jy13 1y

COLLINS, C., Builder, No. 131 Poydras street, between Carondelet and St. Charles, New Orleans. Cisterns made, Counting-houses fitted up, and Jobbing in general done. Also—Sash, Doors, Blinds, etc., with which Planters and others can be supplied. d12 1y

DIBOLL, WM. O., Contractor and Builder, No. 170 St. Joseph street, between St. Charles and Carondelet. Jobbing of all descriptions, on short notice and reasonable terms. Stores fitted up; counters made of black walnut or mahogany, and finely polished. Cisterns made and repaired, and guaranteed for one year. Sash, Doors and Blinds made and repaired. Lattice-work and Packing Boxes of all kinds made to order. Step Ladders of all sizes constantly on hand. jy26 1y

DUNBAR & CO., A. F., Commission Boot and Shoe Warehouse, 54 and 56 Common street, New Orleans. d2 6m

DEWEY, WM. J., Commission Merchant and Shipping Agent, 88 Gravier st. d14 1y&solm

ELLIS & CO., R. M., Commission Merchants, 67 Gravier street. a1

GREENWOOD & CO., MOSES, Commission and Forwarding Merchants, 66 Gravier street. a3 1y

GEO. C. TAYLOR & CO., Dealers in Coffee, Gunny Bags, Rice and Western Produce, No. 78 Magazine street, New Orleans.
☞ Mr. W. C. FITZ is our authorized Agent to transact all business of the House, as our general agent, passed this day before A. C. Ainsworth, Notary Public.
jy25 GEO. C. TAYLOR & CO.

A. D. GRIFFE. S. A. KINGSLAND. W. H. GREENWOOD.
GRIFFE, KINGSLAND, A. D., Wholesale Grocers and Commission Merchants; deliering Goshen and Western Butter and Cheese, and agents for Taylor's Albany Ale, Porter and Newark Cider, Nos. 38 & 40, and 42 Old Levee, and No. 8 Front Levee, New Orleans. n24

HART. S. S. HART.
HART & CO., E. J., 79 Tchoupitoulas street, Wholesale Dealers in Groceries, Drugs, Chemicals, Paper, etc.

HOWARD, T. H., Attorney at Law, 11 Camp street. f?5 1y

HEALD, J. H., (formerly of M. GREENWOOD & Co.,) Commission Merchant, No. 96 Bank Place, New Orleans. o1

JONES, SAMUEL, Jr., (late TALBOT, JONES & Co., Baltimore,) Grocer and Forwarding Merchant, 45 Poydras street, New Orleans. o11 1y

KENNETT & CO., FERDINAND, No. 93 Magazine street, Agency of the St. Louis Shot Tower, have constantly on hand a complete assortment of DROP and BUCK SHOT, and BAR LEAD, from the St. Louis Shot Tower. o11 ly

LOWE, J. F., Bell-hanger and Locksmith, Camp street, corner of Estelle. All work guaranteed.

R. H. MARR. WALKER BROOKE.
MARR & BROOKE, Attorneys at Law, 27 Camp street.

T. B. BELL. W. H. BELL.
MARCH & BELL, Auctioneers and Commission Merchants, No. 30 Banks Arcade. Slave Depot, No. 135 Magazine street, New Orleans. jy22 1y

MARKS, JOSEPH B., Notary Public. Office No. 4 Carondelet street, between Common and Gravier, over the Insurance Bank of W. B. Parker. Re-appointed 25th February, 1851. mh4 3m

NUGENT & CO., RICHARD, Cotton Factors and Commission Merchants, 51 Union Row, Carondelet street. ja18 1y

REGULAR DRY GOODS TRADE
PALMER, JOSEPH H., Wholesale Dealer in Dry Goods, 56 Gravier street. ap18 d&W

PAYNE & HENDERSON, Wholesale Grocers, 30 and 32 Gravier street. a17 d&W

POOLE, WM. L., Notary Public, successor to Joseph B. Marks, office No. 29 Natchez street, opposite Banks Arcade, New Orleans. ap11 1y

PUIG, MIR & CO. Commission Merchants, 82 St. Louis street. a11 1y

PRICE, GEO. K. (late of Nashville, Tenn.) Wholesale Grocer, 36 Gravier street. o25

RAYMOND, W. C., Family Grocer, 71 Camp street. ap24

G. W. RACE. W. H. FOSTER.
RACE & FOSTER, Attorneys and Counsellors at Law—Office, 14 Exchange Place, N.O. mh21 1y

RANDOLPH & POPE, Wholesale and Retail Druggists and Apothecaries! Dealers in English, French and German Drugs and Chemicals, 108 Poydras street, between Camp and St. Charles streets. o14 1y

ROMAYOSA, J., (Successor to COSTA & Co.) Importer of Havana Produce, keeps constantly on hand a large assortment of Cigars, consisting of Imperiales, Regalias, Cazadores, Claroons, Panetelas, Dams, Small Regalias, Minos, Tabladas, etc. etc. from the most celebrated brands of Havana. No. 5 Front Levee, or corner of St. Charles and Gravier streets. m30 1y

WM. H. SEYMOUR. S. O. SEYMOUR.
SEYMOUR & BRO. (formerly AULT & SEYMOUR,) Wholesale and Retail Grocers, 242 and 244 Tchoupitoulas street. o19

SOUTHMAYD, FRED'K R., Real Estate General Agency for the purchase and sale, leasing or improving of Real Estate, 89 Gravier street, New Orleans. References—General Samuel J. Peters, C. Adams, Jr., Jas. Robb, Thomas Sloo, Esqrs. mh28 1y

STOUGHTON, CHARLES, Grocer and Wine Merchant, 34 Camp street. e25

THEODORE O. STARK, Notary Public. | GEORGE W. CHRISTY, Attorney at Law.
STARK & CHRISTY, Office No. 10 Banks Arcade, New Orleans. ap30

TOOLE, JOHN, Commission Merchant, Emigration and Remittance Office, 28 Bank Place. n14

TERRIO, J. NARCISSE, Parish Auctioneer, General Agent and Collector—Office 81 Chetimatchas street, Donaldsonville, La. o5

TYLER, E. A., 36 Camp street, Fine Watches, Clocks, Musical Boxes, Watch Chains, Seals and Keys, rich Jewelry of all kinds, Silver and Silver-plated Ware, Spectacles, Work and Dressing Boxes, Pauter Mache Goods, fine Cutlery, Fancy Goods, etc. Jewelry manufactured and repaired; Watches and Clocks repaired and warranted. d,W

WM. C. TOWNSEND.
TOWNSEND & CO., CHAS. A., Wholesale Dealers in Foreign and Domestic Dry Goods, 4 Magazine street. n30

VEASIE, J. H., Attorney and Counsellor at Law, will practice in the Parishes of Concordia, Tensas and Madison. Office, Pearl st., Natchez, Miss. mh6

JOSEPH WADE. J. SANDS HENSHAW.
WADE & HENSHAW, Commission Merchants and Wholesale Dealers in Groceries, Provisions and Ship Chandlery, San Francisco, California. mh10 6m*

WRIGHT & CO., A. J., Cotton Factors and Commission and Forwarding Merchants, 67 Gravier street, New Orleans, La. j17 1y

WEBB, JOHN H., Original Vinegar Establishment, corner of Common and Magnin street, opposite Charity Hospital. d7 1y

WOOD & CO., F. W., Ship Chandlers, Grocers and Provision Dealers, opposite Post 21, Second Municipality, and No. 5 Red Stores, Third Municipality.

WOLFF, SAMUEL, Importer of Wines, Brandies, etc., and General Commission Merchant, No. 86 Camp street. n19

SEYMOUR & BRO.,
WHOLESALE AND RETAIL GROCERS,
Nos. 242 and 244 Tchoupitoulas street, New Orleans.
KEEP constantly on hand a good supply of every article in the GROCERY LINE, such as FLOUR, BACON, BUTTER, LARD, COFFEE, TEA, SUGAR, MOLASSES, FISH, etc. etc. in large or small quantities, to suit purchas