The Daily Crescent.

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Supreme Court Report.

Paradise, Lawrason & Co., vs. The Sun Mutual Insurance Company, et al.....In construing a contract of insurance, we are construing a contract *abruinive fidei*. In giving Paradise, Lawrason & Co. a policy on freight, the underwriter had just reason to suppose, in the absence of explanation, that he was dealing with the owners of the vessel, or at least with parties closely associated in interest with the owner; and if so, the assured, by the terms of the policy, was, in the contemplation of the underwriter, agreeing to take upon himself the risk of loss by barratry of the master.

We do not think that this view of the case conflicts with the general doctrine, that the special nature of the interest need not be disclosed where the subject matter of the insurance is properly described, or, at all events, that it is more than a reasonable and fair limitation of that doctrine. The reason, or certainly one of the reasons, of that doctrine, is, that in general, the nature of the title or interest of the assured, whether legal or equitable, absolute or partial, is without influence on the general risks of the policy, the perils of the sea, seizure, capture, etc.

Moreover, the payment of the loss to the plaintiffs, enures as certainly to the benefit of Knapp, as a payment to himself. For they, under their contract, are bound immediately to apply the proceeds of the policy to the satisfaction of their advances. So that, in substance, if the loss was by barratry, Knapp recovers for a loss for which he had agreed to ask no indemnity.

We, therefore, do not concur with the learned Judge in his charge, that if the jury were of opinion that Paradise, Lawrason & Co. had, in their own right, an insurable interest, and insured that interest on their own account, they can recover; and that the clause concerning the barratry of the master, excepts only the case where the assured is owner of the subject insured. We think the charge should have been, that if the jury believed the policy was effected, as alleged by petitions, to cover the interests of Paradise, Lawrason & Co., and of Knapp, the exception concerning barratry applied alike to both; and that if the loss was by barratry of the Captain, neither could recover.

The defendants asked the Court to charge the jury, "that freight upon owner's goods, although insurable as and under the denomination of freight, yet the amount of such freight is to be measured by the additional value given to such goods by the transportation of them from the port of departure to the port of destination, to be calculated on the value at the port of departure."

The Court refused so to charge; but told the jury that the value or interest depends on the rate of freight at the port of departure; and the merchant, in apportioning it, is bound in fairness to fix it at that rate which was then the fair and market rate of freight, at the time of loading the cargo; for that, he charged the jury, was the measure of the interest which the ship-owner had under the policy or freight.

The term freight, said Lord Tenterden, as used in policies of insurance, means the benefit derived to the ship-owner from the employment of the ship. It is the same thing, he observed, to the ship-owner, whether he receives that benefit of the use of his ship by a money payment from one person who charters the whole ship, or from various persons who put specific quantities of goods on board, or from persons who pay him the value of his own goods at the port of delivery, increased by their carriage in his own ship. The assured may fairly consider that additional value as freight, and so term it in the policy. Flynt *vs.* Fleming, 1 Barn., and Adolphus 45. Mr. Arnould, in his very valuable treatise, after citing this opinion of Lord Tenterden, adds:

"Accordingly, it is now established law in this country, that the assured, under a general insurance on freight, may recover the profits he expects to make, by carrying his own goods, in his own ship, on the voyage insured." Arnould on Insurance, p. 221. And Mr. Phillips uses the following language: "When the owner of the ship is also the owner of the cargo, a policy on freight will cover the interest arising on the transportation of the cargo. In such case, the profits of the voyage, says the Supreme Court of Massachusetts, may be insured under the denomination of freight." 1 Phillips, p. 197.

Upon this expression, "profits," used by the commentators, and found in some of the decisions, the learned counsel for the defendants base the argument, that the claim of the assured in this case, for loss of freight, so far as his own goods are concerned, must be controlled by the inquiry: "What would have been the enhanced value of Knapp's goods at San Francisco?"

We think the argument gives an undue weight to an incidental expression, and does not comport with the true theory upon which the doctrine (above stated, in the language of Lord Tenterden,) rests, or with the mode in which it has been applied in practice. Freight is the price of the carriage of the cargo, and is the ship-owner's compensation for the employment of the ship—his return for the labor and capital which he employs, in the purposes of commerce. If he carries a cargo belonging to another person, he receives his compensation in the price paid by that person for the carriage. If he carries his own cargo, he may be fairly considered as charging the price of the carriage of the goods, and crediting the ship in account, expecting the goods to reimburse their outlay upon their sale at the port of destination.

The argument on the part of the defendants confounds the freight of the ship-owner's goods, that is, the price or expense of their carriage, with the profits on those goods at the port of destination. But those profits depend upon many circumstances independent of the home value of the goods, and the cost of transportation. They depend, as was properly argued for the plaintiff, on the favorableness or unfavorableness of the foreign market, when the goods reach there; which is not controlled merely by the home value and the cost of transportation, but by the proportion of demand and supply in that market, the prosperity or embarrassment of commercial affairs; in short, a variety of circumstances, independent of the home value and freight. Both these have their value; yet the profits may be much, or nothing.

In practice, the mode of calculating the loss suggested by the defendants, has not been followed; and so far as our researches have gone, it has never been contended for.

In the case of Flint *vs.* Fleming, the policy was on *freight* on the ship Hope, at and from Madras to London. On the arrival of the ship at Madras, the crew were employed some days in discharging the outward cargo; and then the vessel was lost in the Madras Roads by the perils of the sea. No part of the cargo was then shipped; but the Captain had purchased at Madras, by order and on account of the plaintiff, his owner, twenty-five tons of redwood. A commercial house had contracted to ship one hundred and twenty-two tons of saltpetre. Another person engaged to ship ninety tons of light goods; but as to those goods, there was no contract in writing. There was a verdict for the plaintiff. For what? The amount of the freight of all the goods. A motion being made for a new trial, Lord Tenterden, after the observations respecting freight of owner's goods, which we have already cited, then notices the deficiency of proof as to the light goods, and says the underwriters must have a new trial upon the ground. But, he remarks, "he must at all events have a verdict against him for the amount of the freight on the redwood and saltpetre. It would therefore, be advisable for the defendant to pay to the plaintiff the costs of this action, and the *freight* of the redwood and the saltpetre, and that he should undertake to pay the freight of the light goods, if, on reference to an arbitration, it shall be found that there was a contract to ship those goods." Accordingly, by the reporter's statement at the foot of the case, it appears that the underwriters agreed to pay the costs of the action, and the *freight* of the redwood and saltpetre, and refer the other matters to arbitration.

By examining the opinions of Bayley, J., and Parker, J., in that case, it will be seen that they, in substance, understood by freight of the ship-owner's goods, the expense of their carriage.

So, in Devaux *vs.* J'Anson, the idea of estimating the loss with reference to the profits which would have been realized, is no where hinted at in the evidence, or the argument of the case, although we observe there was evidence to show what freight the assured had to pay to another vessel, after his own was lost. The argument of Sir William Follett, for the underwriter, seems to concede that freight of owner's goods, and that of goods belonging to third persons, stand on the same footing. It is true, however, that the policy on freight in that case was a valued policy.

It is proper to add, that the standard of freight, according to the usual and reasonable rate at the port of departure, is recommended by the consideration that it is something appreciable by both parties at the time of the contract. The other theory leaves matters afloat, to be afterwards controlled by distant and unforeseen contingencies.

When we speak of the usual and reasonable rate of freight at the port of departure, we must be understood as contemplating the rate which could, in the ordinary and legitimate course of business, be obtained by the ship-owner from others for goods of like nature. Because the owner might find shippers who would contract to pay him $50 per ton for the carriage of iron or hardware to California, does it follow that he can properly estimate the freight of bricks shipped by himself at that rate? Putting freight on bricks at $55 per ton, as is charged in the Russia's freight list, on bricks shipped by her owner, makes the freight at the rate of about $137 a thousand. Could a third person be found who would have shipped bricks in the Russia, and contracted to pay that price for their carriage? A witness for the plaintiff, on his cross-examination, says, "he never knew any shipper, on his own account, to buy bricks here at $9 to $12 a thousand, and pay freight for them at the rate of $137 50 per thousand, payable here or at San Francisco." A witness for the defendant says, "I consider it madness to make such a shipment." Advices from California, bearing date October 31, 1849, and received by a merchant in New Orleans on the 18th December, 1849, quoted bricks as worth there $40 a thousand.

We have thus given our opinion upon the prominent questions of law presented in this case. Our inability to agree, upon two important points, with the ruling of the learned Judge of the District Court, is perhaps a sufficient reason for acceding to the application for a new trial, which has been earnestly pressed by the defendants.

But there is an additional ground for sustaining this application. Upon the substantial merits of the case, our minds are not satisfied to affirm the judgment.

The painful impression that the conflagration of the Russia was not accidental, which rested upon the mind of every member of this Court, at the close of the elaborate arguments of counsel upon the facts of this case, has not been removed by a subsequent examination of the evidence.

As this matter is to undergo further investigation, it is not necessary that we should comment at length upon the evidence. It is proper, however, that we should state the principal points of difficulty, which our minds have encountered, in the consideration of this cause.

The vessel, after an interval of about fifty hours from her departure from the South-west Pass, was destroyed by fire, at a distance of a few miles from that place. Was her position the consequence of adverse winds and currents, and the sailing qualities of the vessel, or was it the result of design?

What progress had the conflagration made when the officers and crew abandoned her?

Could assistance have been rendered to save the vessel and cargo?

Was it asked?

Does Payson tell the truth in saying that the Captain told him there were ten or twelve barrels of powder on board; and Snow, in his assertion, that no attempt was made by the towboats to put out the fire, on account of the report about powder?

Was cargo for the owner's account, to the extent asserted, on board the vessel at the time of her destruction?

Is the showing of the freight list in the ordinary course of business?

Was there over-insurance, actual or supposed?

Did the asserted conversations of the Captain with his paramour, before the loss, really take place?

These points of inquiry are not all of equal importance or equal difficulty, but they all have, in a greater or less degree, a material bearing upon the grave questions of accident or design, of fraud or good faith.

It is, therefore, decreed that the judgment of the District Court be reversed, and that these causes be remanded for a new trial, according to law, the costs of the appeal to be paid by the plaintiffs and appellees.

Methodist Church Case in New York.

SECOND DAY.

U. S. CIRCUIT COURT — *Judges Nelson and Betts....Henry B. Bascom and others vs. George Lane and others.*

This important case was resumed at ten o'clock this morning. Mr. Lord continued reading extracts from the Book of Proofs, at pages 64, 68, 73, 74, 75, and also from the Debates of the General Conference of 1844, pages 22, 23 and 24. He also read the laws of Maryland, prohibiting the manumission of slaves within that State, and referred to the written opinions of Judge Key and the Hon. Mr. Merrick, on the case of the Rev. Francis A. Harding, which were presented to the Baltimore Conference which suspended that minister.

The Rev. Dr. Smith, at the request of Mr. Lord, read the protest of the minority of the General Conference against the action of the majority in relation to Bishop Andrew.

Mr. Lord then read a letter from the late Bishop Bascom, the author of the protest, explaining some portions of that document which had been misconstrued.

Mr. Wood, for the defendants, asked that they might here be permitted to read the reply to the protest, and the counsel for the complainants making no objection, it was, with the assent of the Court, read by the Rev. Dr. Peck.

The points upon which the complainants rely, are as follows:

1. The Book Concern [illegible] arising from the profits of the and services of all the result of the common labors ences. It was not a charhers of all the conferdonations. It was a fund of earland merely from the deficiency of compensation for [illegible] make up dered, and to provide for those who [illegible] when they became incapable of labor; and for those who were dependent on them.

2. It was distributed by the annual conferences, but belonged in actual right to the beneficiaries, and as such was, and is, protected by the sixth restrictive rule.

3. The title of the beneficiaries at the time immediately before the separation of the Church into two parts was perfect, and it cannot be defeated or forfeited without a clear proof of breach of condition by the beneficiaries.

4. Even if a breach of condition by the annual conferences by whom the fund was to be distributed could forfeit, there has been no forfeiture; because the General Conference of 1844 had the power to consent to an amicable division of the conferences on grave causes touching the general efficiency of the Church.

5. The General Conference of 1844 did in fact, and on proper ground, consent to such division to take effect immediately, in the choice of the Southern Conferences, and without any condition.

6. The General Conference of the Church South was duly and properly organized according to the plan of separation, and is in every respect as properly a General Conference within its limits as the General Conference of the Church North.

7. The beneficiaries of the fund in question, therefore, who belong to the Southern Conferences, did not by the new organization lose any rights, nor were they disqualified in any manner from claiming their share of the fund; and such claim is appropriately made, through the General Conference South, which succeeds to the place of the prior General Conference of the whole church.

8. An account should, therefore, be ordered of the proportions of the profits of the Book Concern, according to the numbers in the minutes of 1844, and at the same ratio of the profits since. Also, the capital of the fund should be decreed to be divided in the same way, and paid over to the commissioners South as new trustees, or to proper trustees to be appointed by the Court. The profits of the past are to be subject to directions of the General Conference South, whether the fund remain with the present trustees, or to be paid over to new trustees.

There is such a mass of documentary evidence to be read in this case, that it will probably occupy the greater part of the week. No speeches have yet been made by the counsel on either side, except the opening address by Mr. Lord, and as there is no jury, there will be very little room for eloquence. The court-room, however, continues to be crowded with spectators.

THIRD DAY.

At the opening of the Court this morning, Mr. Choate referred to the passages in the Books of Proof which he should read from for the defence, and the argument for complainants was then commenced by Mr. Lord. He said:

There is a starting point in this controversy on which we are all agreed, and that is that, immediately prior to the separation, all the superannuated and worn-out preachers, their widows, orphans, etc., were entitled to participate in the profits of this Book Concern. It may be said that the distribution of these profits was under the control of the General Conference; but without an utter abandonment of its primary duty, we contend it had nothing to do with them, except to see that they were passed over to the annual conferences, to be by them distributed according to the intent and purpose of the original establishment of this fund.

There was no discretion in this subject in the conferences. Their duty was simply to ascertain what persons within their limits came under the class of beneficiaries. In this Court it is unnecessary for us to ascertain whether the estate of these beneficiaries is a legal or an equitable one in the profits of the Book Concern.

They certainly had a right to the profits, and the agents were merely their trustees to see them properly accounted for, and paid over. Why have they not those rights still? Are they not Methodists? Have they abandoned one jot of doctrine or discipline? Are they not in communion with the Methodist Church? The defendants say in their answer that the plaintiffs have all forfeited their rights in consequence of secession.

If the Court order a distribution of the profits, it does not follow that the fund must be divided. It can still be employed in carrying on this Book Concern, and the profits may be divided *pro rata*. There need be no technical difficulty on this point.

The relief asked can be afforded without disturbing the fund in any manner whatever, if the Court should find any difficulty in that respect. Mr. Lord here cited Field vs. Field, 9 Wendell 400; Miller vs. Gable, 2 Denio 518; 10 Paige 646; Davis and Jenkins, 3 Vesey & Beames 152; Attorney General and Pearson, 3 Merrivale 352; 7 Simons 290; 10 Eng. Ch. Rep. 61; Leslie vs. Burly, 2 Russell 114; 3 Eng. Chan. Rep. 46; Attorney General and Shore, 7 Simons 290, note; Milliken and Mitchell 3 Milne & Craig 77.

There is in the very nature of the subject a light to guide us in all this matter. We find from Emory's History that this fund originated with the preachers. Every preacher was an agent in the distribution of this literature. They selected the books, and they sold them, and it was through their labors alone that this Book Concern reached its present magnitude.

Have not these men then something more than a mere right to alms at the hands of this Concern? Nothing seems to be clearer than that after providing a religious literature, the very design of the institution was to establish a fund for the support of distressed preachers and their families. This was the stimulus which encouraged them in their labors for years.

They looked forward with confidence to a provision for their support in old age, out of the funds accumulated by their joint labors. Spending the best portion of their lives on a poor pittance of $200 a year, this fund was the only hope for themselves in old age and their families after death. No mere technical objection can be permitted in any Court of Equity to forfeit the rights of such beneficiaries. My learned friends will have to make their doctrine of forfeiture as clear as noon-day, before this Court will consent to deprive the bereaved, the distressed and the fatherless, of the provision which has been so hardly earned.

This fund has been created by the labors of the worn-out and superannuated preachers, who now claim their proportion in its profits. It is a common property of earnings, and can only be called a charity by technicality of law.

If the forfeiture is to be according to the doctrine of our opponents, not only the preachers who participated in the Conference, but the widows and orphans who had no share in the action of the Conference, are to be deprived of their support for offences in which they have no possible share. This is so manifestly unjust, that it is absolutely revolting and repugnant to every sense of right. It is as severe as the laws of Draco, except that instead of dealing in blood, it deals in starvation.

Suppose for a moment that some foreign power should conquer a portion of the territory in which this Methodist Church is now existing, and prohibit its form of worship from being observed by any of its inhabitants. Should the Methodist clergymen, who happened to reside there with their families, be at once cut off from all participation in these profits? *springing from a fund which had* been created in part by their labors?

The defendants are carrying on an Indian war. They spare neither man, woman nor child. All must be scalped. I absolve them in my heart from any desire to do injustice, but they are driven on by the multitude behind them.

I now propose to examine the grounds of forfeiture which these defendants set up. One is, that even if the General Conference did grant power for this separation, they had no power to do so. In the next place, they say that the power was only granted on the contingency of its passing the Annual Conferences.

On the power of the General Conferences to authorize a separation of the Church, I remark in the first place, that there is no sort of pretense of any deviation in doctrine, practice, morals, rites, ceremonies or usages. In every other case of a similar character, there has been a change of doctrine. The only change here has been from a unity to a duality of the governing power. And if this separation is to make a forfeiture of the fund, why then it has been forfeited by the North as well as the South, and nobody can claim it except some old superannuated preacher, who was unable to be present and take part in the General Conference of 1844.

I submit that the Conference had power to divide itself. If it were not for the great facilities of travel which have been discovered, I suppose that no man would have disputed the right of the General Conference to say that there should, hereafter, be two General Conferences, one East of the Alleghany mountains, and another West. The mere difficulty of travel would have been considered a sufficient cause for a separation by every rational mind.

He cited Emory's History of the Discipline, to show the power of the General Conference even to change the whole discipline, and read voluminous extracts from the Book of Proofs No. 1, showing the manner in which the separation was effected between the Methodist Churches of the United [illegible] and [illegible] England, and between those of Canada voted 104 to [illegible] The General Conference Methodists was [illegible]

It is true that vote was [illegible] of the Canadian but it was on the ground of inexpedient, there is no reason to suppose that the 104 members who voted the resolution of separation originally, had changed their deliberate views as to its constitutionality. There was no difficulty as to the separation of bodies, but the whole trouble grew out of the separation of funds. And I must confess, that in the course of my examination of this case, I have been surprised that a body which has, in its discipline, manifested such devotion to honorable poverty, should always have so much difficulty when there is any money to be divided.

When we left, Mr. Lord had been speaking nearly three hours, and the Court suggested that there had better be an intermission of ten or fifteen minutes, but he declared that he was not tired, and thanking the Court for its courtesy, proceeded with his argument.

The audience was not quite so numerous to-day as at the early stages of the case. Among those present we noticed Judge Storrs, of the Supreme Court of Connecticut, and the Rev. Dr. Spring, of this city, who seemed to listen to the proceedings with much interest.

FOURTH DAY.

Mr. Lord resumed his argument, by reading portions of the defendant's answer, to show that they admitted the right of the plaintiff, but took the ground that it had been forfeited by a breach of condition.

He then reviewed the position which the Methodist Church had assumed on the subject of slavery, ever since the Conference of 1784, when Dr. Coke introduced his rules prohibiting the members of the Church from buying or holding slaves.

A clause was adopted, providing that these rules should not be enforced when the laws of the State conflicted with them; and yet with that modification they were found to be so impracticable that they were repealed in less than a year afterward. In 1796 this matter was referred to the yearly conferences. In 1801 a distinct submission of the subject to the local law was made. In 1804 masters in communion with the Methodist Church, were required to instruct their servants, and servants to obey their masters. In 1808, and again in 1812, the subject of slavery was referred entirely to the local law. In 1815 the General Conference resolved that no slaveholder should hold an official station in the Church, when the laws of the State, in which he resided, permitted emancipation. In 1824 all the preachers were instructed to enforce upon their members the duty of teaching their slaves to read the word of God, and giving them time to attend public worship. In 1840 the agitation became extreme, and the state of opinion existing in the Church became irreconcilable. To show this, Mr. Lord referred to the journal of the proceedings of the General Conference of 1840, for May 2, 8, 13, and other dates.

Nothing proves more clearly the gravity of the difficulty, at that time, than the adroitness with which the General Conference evaded reversing the proceedings of the Westmoreland Conference. They said that if they were founded on the holding of slaves in a State, where manumission was forbidden, they were wrong, but this did not appear on the minutes, and they could not, therefore, ascertain the reason of the decision, and must presume it to be right. They felt the danger of the question, and hoped to make peace by giving a cake to each dog. (Laughter.)

In 1844 the agitation was fiercely renewed. Bishop Andrew was requested to desist from the exercise of his episcopal functions, and he was disqualified, without being convicted of any thing. The same injustice had been done in the case of the Rev. Mr. Harding, and it therefore became impossible for the bishops and the ministers in the South, connected with slavery, as they necessarily are, to go on in their connexion with the Northern Conferences under such sentences of disqualification.

The plan of separation, reported by the Committee of Nine in the General Conference was adopted, and fully authorized the Southern Conferences to form a separate organization, if they should in their judgment believe it to be requisite. There is nothing in that plan which makes it in any part conditional, except as to the sixth restrictive rule. And even as to the change of that, a majority of the Northern Annual Conferences of 1848 voted for it. There were 1164 votes in the affirmative, and 1067 in the negative; but a two-thirds vote was required, and therefore it was not sanctioned. In the Southern Conferences the vote was 971 for, and only three against the modification of the rule.

He submitted, finally, that even if the complainants were to be considered seceders, they were entitled to be held beneficiaries of the Book Concern. The General Conference of 1844 gave such a consent as estops the defendants from setting up a forfeiture under the circumstance of this case.

Mr. Lord concluded his argument by reading the decision of the Kentucky Court of Appeals in the case of Armstrong vs. Gibson, in which this very question of the legality of the separation in the Methodist Church was fully discussed and determined. This decision has been published in pamphlet form, and Mr. Ewing said he believed it was reported in the 9th volume of Ben. Monroe's Reports.

Reverdy Johnson, Esq., for the complainants, then said to the Court, that in his argument on the power of the General Conference to authorise a separation, he should rely upon the case of the American Insurance Company vs. Canter, 1 Peters 542, in which Chief Justice Marshall made a decision as to the powers of the Federal Government over the Territories, under Art. IV., Sec. 3, of the Constitution of the United States, which was analogous to the powers of the General Conference under its Constitution.

Mr. E. L. Fancher, solicitor for the defendants, then commenced the reading of their documentary evidence, which consists chiefly in extracts from the official report of the Proceedings of the General Conference of 1844, the Book of Discipline, and other publications with which readers are generally acquainted.

Mr. Choate was not present to-day, but will probably open the case on the part of the defendants to-morrow. [N.Y. Com. Adv., 20, 21 and 22d.

R. R. R.

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Preemption Land.

GENERAL LAND OFFICE, [illegible]

IN order that the liberal views of Congress, in passing the Act of 28th September, 1850, granting Bounty Land to certain officers and soldiers who have been engaged in the Military service of the United States, may be carried out, and every expense to the warrantees, be avoided as far as possible in obtaining the benefits granted b the gratitude of their country for faithful and patriotic services; and at the same time to secure to the hardy and enterprising settlers on the Public Lands the fruits of their industry and privations; the Secretary of the Interior has directed:

That public notice be given to all settlers on Public Lands subject to private entry, to come forward and file their declaratory statements, within thirty days after making their settlements and improvements as required by the Preemption Act of 4th September, 1841, so as to secure their preemption rights, and prevent interference by the location of these warrants.

And that all warrants may be located upon the land applied for, if subject to private entry on the 3d March, 1851, without an affidavit as to whether said land is improved or not; and after having been so located, said warrants shall remain in the hands of the Land Officers at least forty days. If at the end of that time there is no interference by those locations with preemption claims or otherwise, the warrants will be returned to this office for patenting; but if there is such interference, a new location will be made.

Warrantees can locate their warrants on their own preemption rights where the land was proclaimed and offered at public sale prior to the 3d March, 1851; and where the minimum price of the land is more than one dollar and twenty-five cents per acre, can pay in cash the difference between the cost of the land, and the amount covered by the warrant, estimating the warrant at $1 25 per acre. No preemption rights attach to the alternate sections reserved to the United States along the routes of railroads or canals.

When application is made to this office by the warrantee to locate the warrant, the applicant should designate the Land District, section of country or particular tract on which he wishes the location made; or where the tract is specified, it would be well to designate several others in the order in which they are desired, that in case the tract first selected shall have been taken, the warrant can be located upon the first of the others which may be vacant without further delay. In these cases the affidavit of the applicant, taken before an officer competent to administer oaths, that he is the identical person mentioned in the warrant, must also accompany the application. The same rules must be complied with in any case where the letter is made to the District Land Officers. Where such application is made by the Attorney, [illegible] the evidence duly certified, of their [illegible] Executor, etc., [illegible] to act, must also accompany the application.

By a clause in 1st section of the Act making appropriations for the support of the Government for the fiscal year ending 30th June, 1852, approved 3d March, 1851, it is enacted that no warrant for bounty Land issued under the Act of 28th September, 1850, or by virtue of any other Act of Congress, shall be located on any land which had not theretofore been brought into market and then subject to private entry; but no land can be located under the Bounty Land Law of 28th September, 1850, or any other law granting bounty land, except that which had been proclaimed and offered for sale prior to the 3d of March, 1851.

ap19 1aw6w J. BUTTERFIELD, Commissioner.

FAMILY GROCERIES—
10 kegs Goshen Butter;
15 half barrels beef, Fulton Market;
20 kegs Leaf Lard;
40 barrels Extra Fine Flour;
12 cases Underwood's Pickles, assorted;
12 bags Spanish Chocolate;
20 bags Java Coffee;
Crushed and Powdered Sugar, etc.
Landing and for sale by
mh17 LABUZAN & CO. 25 Common st.

LAND PLASTER—250 bbls., for sale by
my29 HAYMAN & HOLDEN, 98 Magazine st.

BUSINESS CARDS.

ADDISON & CO., Wholesale Grocers and Commission Merchants, 58 Poydras st., New Orleans. fe8

ANDREWS & CO., JOHN W., Commission Merchants and Shipping Agents, 91 Common st. ja5

I. W. ARTHUR. JOHN THOMAS.
ARTHUR & CO., I. W., Commission, Provision and Grocery Merchants, 26 and 29 New Levee.

R. 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 Chagres; also, Pacific Mail Steamship Company from Panama to California and Oregon. Office 106 Magazine street. al6 1y

BENSON, J., House, Sign and Ornamental Painter, Imitator of Woods and Marbles, 129 Camp street, opposite Lafayette Square. jy12 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. d18 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 guarantied 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 1&6m

ELLIS & CO., R. M., Commission Merchants, 87 Gravier street. n1

GREENWOOD & CO., MOSES, Commission and Forwarding Merchants, 66 Gravier street. d3 1y

GEO. C. TAYLOR & CO., Dealers in Coffee, Gunny Bags, Rice and Western Produce, No. 78 Magazine street, New Orleans.
☞ Mr. W. C. FITE is our authorized Agent to transact all business of the House, as per power of att., passed this day before A. C. Ainsworth, Notary Public.
ly25 GEO. C. TAYLOR & CO.

A. D. GRIEFF. S. A. KINGSLAND. W. H. GREENWOOD.
GRIEFF & CO., A. D., Wholesale Grocers and Commission Merchants: dealers in 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. 10 Front Levee, New Orleans. n17

E. J. HART. L. N. MARKS. E. E. 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. fe5 1y

HEALD, J. H., (formerly of M. GREENWOOD & Co.,) Commission Merchant, No. 26 Bank Place, New Orleans. ol

JONES, SAMUEL, Jr., [late TALBOT, JONES & Co., Baltimore,] Grocer and Forwarding Merchant, 45 Poydras street, New Orleans. ol1 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. d11 y

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

S. H. MARR. WALKER BROOKE.
MARR & BROOKE, Attorneys at Law, 27 Camp street. ap3

T. H. MARCH. W. H. BELL.
MARCH & BELL, Auctioneers and Commission Merchants, No. 20 Banks Arcade. Slave Depot, No. 155 Magazine street, New Orleans. ja22 1y

MARKS, JOSEPH B., Notary Public. Office No. 33 Camp street, between Common and Gravier, over the Insurance Bank of W. B. Partee. Re-appointed 25th February, 1851. mh8 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. ap16 d&W

PAYNE & HENDERSON, Wholesale Grocers, 20 and 22 Gravier street. n17 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, 81 St. Louis street. ap11 1y

PRICE, GEO. K. (late of Nashville, Tenn.) Wholesale Grocer, 36 Gravier street. o26

RAYMOND, W. C., Family Grocer, 71 Camp street. au24

G. W. RACE. W. H. FOSTER.
RACE & FOSTER, Attorneys and Counsellors at Law—Office, 14 Exchange Place, N.O. mh22 1y

RANDOLPH & POPE, Wholesale and Retail Druggists and Apothecaries: Dealers in English, French and German Drugs and Chemicals, 106 Poydras street, between Camp and St. Charles streets. ol4 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, Canones, Panetelas, Dams, Small Regalias, Millar, Trabucos, etc. etc. from the most celebrated brands of Havana. No. 5 Front Levee, or corner of St. Charles and Gravier streets. mh9 2y

WM. H. SEYMOUR. S. O. SEYMOUR.
SEYMOUR & BRO. (formerly AULT & SEYMOUR,) Wholesale and Retail Grocers, 242 and 244 Tchoupitoulas street. ol9

SOUTHMAYD, FRED'K R., Real Estate General Agency for the purchase and sale, leasing or improving of Real Estate, 59 Gravier street, New Orleans. References—Samuel J. Peters, C. Adams, Jr., Jas. Robb, Thomas Sloo, Esqrs. mh29 1y

STOUGHTON, CHARLES, Grocer and Wine Merchant, 94 Camp street. d25

THEODORE O. STARK, Notary Public. | GEORGE W. CHRISTY, Attorney at Law.
STARK & CHRISTY, Office No. 10 Banks Arcade, New Orleans. ap10

TOOLE, JOHN, Commission Merchant, Emigration and Remittance Office, 25 Bank Place. al2

TERRIO, J. NARCISSE, Parish Auctioneer, General Agent and Collector—Office 61 Chetimatchas street, Donaldsonville, La. a5

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, Papier Mache Goods, fine Cutlery, Fancy Goods, etc. Jewelry manufactured and repaired; Watches and Clocks repaired and warranted. d,W

CHARLES A. TOWNSEND. WM. C. TOMPKINS.
TOWNSEND & CO., CHAS. A., Wholesale Dealers in Foreign and Domestic Dry Goods, 4 Magazine street. o24

VEASIE, J. H., Attorney and Counsellor at Law, will practice in the Parishes of Concordia, Tensas and Madison. Office, Pearl st., Natchez, Mi. mh3

JOSEPH WADE. J. SANDS HENSHAW.
WADE & HENSHAW, Commission Merchants and Wholesale Dealers in Groceries, Provisions and Ship Chandlery, San Francisco, California. mh25 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 Marais street, opposite [illegible] and Provision [illegible] Municipality, and No. 5 Red Stores, Third Municipality.

WOLFF, SAMUEL, Importer of Wines, Brandies, etc., and General Commission Merchant, No. 85 Camp street. a12

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 purchasers. fy1 1y

FEVER & AGUE!!
Sometimes called Dumb Ague, Chills & Fever or Bilious Intermittent Fever
Promptly Cured!
Thoroughly Eradicated!!
ROWAND'S TONIC MIXTURE.
LIVER COMPLAINT AGUE CAKE!

☞ In 1830, twenty years ago,
ROWAND'S TONIC MIXTURE
was publicly dedicated to the cure of AGUES. It has ever since been regarded as the STANDARD to which all other Ague Remedies have been compared. Some prominent ones, judging from their poisonous effects on the constitution, evidently contain arsenic.
☞ *SAFETY CERTAINTY and PERMANENCY are united in the STANDARD REMEDY*
Sole Agent for Dr. ROWAND, in New Orleans,
P. L. MASSEY,
my22 30p tjal corner of Camp and Gravier streets.

CALCINED MAGNESIA—10 cases Calcined Magnesia, just received, for sale by
my24 P. L. MASSEY, corner Camp and Gravier sts.

AQUA AMMONIA—10 carboys Aqua Ammonia, for sale very low, by P. L. MASSEY,
my24 corner Camp and Gravier streets.

GLUE—5 bbls. Glue, a good article, landing and for sale by P. L. MASSEY, corner Camp and Gravier streets.

MARBLE DUST and WHITING—300 bbls. for sale by HAYMAN & HOLDEN, 98 Magazine st.

PLASTERING HAIR—20,000 bush., in hhds. and sacks, for sale by [illegible] HOLDEN, 98 Magazine st.

FOX'S STARCH—500 boxes in store, for sale by A. D. GRIEFF & CO. 38, 40 and 42 Old Levee.

EDUCATION.

HIGH SCHOOL, corner of Constance and Race sts., by Rev. ALEXANDER CAMPBELL. a21 1y

TEACHER OF MUSIC.
MRS. H. CAMPBELL, Teacher of Music on Piano Forte and Guitar, receives pupils at her residence, on Race, near Camp street, also, on the corner of Carondelet and Julia streets. Besides her regular lessons, she Lectures to her pupils once a week on the Science of Music.—Price $5 for twelve lessons. s21 1ym

DENTISTRY.

JAMES H. SPRATLEY,
SURGEON DENTIST,
Office No. 110 St. Charles street,
Between Poydras street and Lafayette Square,
WHERE all operations on the TEETH will be performed in a satisfactory manner. s18 1y

F. H. BADGER, DENTIST, of Tennessee, formerly of Alabama and Georgia, No. 138 Julia street, between Camp and St. Charles streets, (Thayer Buildings,) New Orleans. n15 7m

MUSIC.

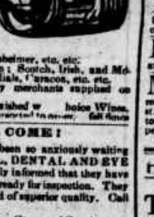
NEW MUSIC STORE,
93 Camp street, three doors below Poydras.

THE public is respectfully invited to call and examine the large, splendid and complete stock of PIANO FORTES, MUSIC and MUSICAL INSTRUMENTS, at the above establishment, consisting in part of—
Grand Piano Fortes, from J. Pleyel & Co., Henri Herz, T. Gilbert & Co., and the best of other makers.
Semi Grand Pianos, from Henri Herz and Pleyel.
Piccolo Pianos and Pianinos, from Herz.
Square Pianos, from Gilbert, Dunham, Wm. Hall & Son, Gale, and others.
The splendid prize Piano, from Wm. Hall & Son, Broadway, New York.
Melodeons from 4 to 6 octaves.
Parlor Organs, in rich carved cases.
The Harmonicon Orchestra, or Organized Piano.
New style of Guitars, of rich and varied patterns, some of Tomas' make.
Boehm Flutes.
Improved Accordeons, warranted not to get out of tune.
Brass Instruments, from double bass to alto—together with a full assortment of Music, new and old.
Mr. ALFRED F. TRUST has charge of the establishment, and will be at all times ready to wait on his numerous friends.
A room has been fitted up for the especial use of the ladies, where they can always try or have tried their music before purchasing. [fe25 1y] W. T. MAYO.

MUSIC AND MUSICAL INSTRUMENTS.—The subscribers would respectfully request your attention to their large and extensive stock of Music and Musical Merchandise of every description; and also to their well selected assortment of Piano Fortes, from the factories of the first makers in the United States and Europe.
Strings for Violin, Guitar, Harp, Violincello, Double Bass, etc. Guitar Pins, Pegs, Screws, etc.
Violins, Flutes, Guitars, Accordions, Brass instruments for Bands, Tambourines, Banjos, Drums, etc. etc.
Piano Forte Wire, Tuning Hammers, Forks, etc. etc. and every article connected with the Music Business.
Orders for Music and Musical Instruments will be promptly attended to.
A liberal discount made to dealers and professors, and to seminaries.
Second Hand Pianos bought, and taken in part payment for new ones.
All the new Music received from the North as soon as published.
The entire Music Department will be under the charge of Mr. H. D. Hewitt....New Orleans, La., Oct. 8.
E. A. TYLER.
o25 d&W4t H. D. HEWITT.

METAIRIE COURSE—Horses taken on Pasturage. Water is good and Grass abundant. Terms $4 per month. Apply to
my4 1mos C. S. ELLIS, at the Track.

A. H. DONALDSON,
No. 97 Camp street, New Orleans,
IMPORTER OF CHOICE



BRANDIES—Sazerac, 1795; Otard, Dupuy & Co., 1800; Pinet, Castillon & Co., Hennessy, London Dock, etc. etc.
SHERRY — Amontillado Harmony, Imperial, Yriarte, Lobo, etc. etc.
MADEIRA — Blackburn's South Side, Howard, March & Co., etc. etc.
PORT—The Queen's, Oporto, London, etc. etc.
BURGUNDY — Chambertin, Hermitage, etc. etc.
CHAMPAGNE — Piper & Co.'s Heidsieck, Schreider, Crême de Bouzy, etc. etc.
HT. SAUTERNE—Chateau d'Yquem, etc. etc.
CLARET—Chateau Lafitte, la Rose, Leoville, etc. etc.
HOCK—Johannisberger, Rudesheimer, etc. etc.
☞ Very superior Holland Gin; Scotch, Irish, and Monongahela Whisky; French Cordials, Curacoa, etc. etc.
☞ City retailers and country merchants supplied on favorable terms.
☞ Clubs and gentlemen furnished with choice Wines, Brandies, etc., in small packages. [illegible] fe8 6m

THEY HAVE COME!
☞ Those persons who have been so anxiously waiting for the arrival of our SURGICAL, DENTAL AND EYE INSTRUMENTS, are respectfully informed that they have at last come to hand, and are now ready for inspection. They are really beautiful, and guarantied of superior quality. Call and see them. For sale by
fe10 tf P. L. MASSEY, cor. Camp and Gravier sts.

GRECIAN FANCHERONIAN DROPS.

Ι Σ Φ

A SURE AND SAFE REMEDY for, and will positively cure, the Sick Headache, Chills and Fever, Jaundice, Dyspepsia, Chronic Diarrhoea, Sea-sickness, Cholera and Cholera Infantum, and restore a healthy action to the Liver, without a particle of calomel, mercury, quinine or morphine entering into their compound. They do not purport to be a remedy for all manner of diseases that flesh is heir to, but experience warrants us in saying the above they will positively cure. They will also correct all deranged acts of the stomach, and relieve from those aches and pains throughout the system commonly called rheumatism.
It is an excellent remedy for the Gravel, and as a Vermifuge or Worm Medicine, there is none better.
☞ Prepared only by Dr. J. S. FANCHER, 140 Fulton street, New York, a few doors from Broadway.
For sale, wholesale and retail, by
E. D. BEACH, 127 Canal street.
☞ AGENTS for Louisiana, Alabama, Mississippi, Arkansas, Texas and Florida. fe11 1yd&W

BEACH'S
ANTI CATHARTIC MIXTURE

A CERTAIN, prompt and effectual remedy for Diarrhoea, Dysentery, Cholera, Cholera Morbus, and other diseases of the stomach and bowels. It has been used by great numbers of persons with the highest satisfaction, and physicians themselves have pronounced it one of the most valuable remedies known, because it positively cures the disease for which it is recommended.
☞ Sold by all the principal druggists in the United States.
E. D. BEACH, Sole Proprietor,
ap12 1yd&W Apothecary and Druggist, 127 Canal st.

HOLMES'
SODA WATER.
PURE—No Lead Poisoning.
[illegible] TURER, No. 38 Carondelet street, [illegible] furnish his former customers and other retailers with Pure Soda Water and Mead, and calls particular attention to his *Block Tin Cooler Pipes*, an improvement absolutely essential, as proven by recent developements of the deleterious effects produced by Soda Water drawn through lead pipes.
T. S. W. also furnishes Soda and Mineral Waters, Sarsaparilla, etc., etc., in glass bottles. Orders for shipment, in any quantity, carefully and promptly attended to, and delivered without extra charge for drayage. ☞ Soda Water Apparatus constantly on hand for sale. ap1 3m

MORE THAN
20,000 PERSONS
HAVE BEEN CURED!

IT IS IMPOSSIBLE to give to the public an adequate idea of the great success which has attended the administration of the All-Healing Ointment for the past six months. It is perfectly astonishing to witness the effects and hear the praises bestowed on this medicine. No one could conceive that a single medicine possessed so much virtue, and had power to heal so many diseases. But since it is known that tens of thousands have been cured, our friends will begin to realize the truth of our remark in a former advertisement, viz: that there would not be a single family in America who would live a day without possessing a box of
McAllister's All-Healing Ointment,
if they but knew its virtues.
McAllister's All-Healing Ointment restores perspiration in the system. By this means it opens those avenues through which nature carries off the impurities within, and thus relieves the body of disease. It is thus that it cures consumption, fevers, scrofula, erysipelas, asthma, salt rheum, sick headache, quinsy, sore throat, rheumatism, scald head, pains in the chest, side and back; dyspepsia, poisons, sore breast, deafness, cutaneous eruptions, sore eyes, inflammation of the bowels, kidneys and brain; burns, chilblains, piles, worms, agues, cold feet, liver complaint, ulcers, and all fever sores, and inflammation of every kind.
Grand Depot, 141 Fulton street, New York. For sale by
G. N. MORISON, Wholesale and Retail Druggist,
ap15 3m 12 Magazine street.

PERFUMERY, ETC.
☞ We have just received per EXPRESS and are now opening an invoice of the finest PERFUMERIES, SOAPS, COSMETICS, etc., ever offered in this city. Customers and visitors are respectfully invited to call and examine our stock, which, we feel satisfied, will please. This assortment consists of—
DOUBLE EXTRACTS, from the most exquisite Flowers;
COLOGNES, from the French, German, and American Laboratories;
TOILET SOAPS of every variety and odor;
POMATUMS, from the manufactories of Lubin, Dupuytren, Roussel, and others;
SHAVING SOAPS AND CREAMS of every description;
POWDER BOXES AND PUFFS; TOILET POWDER, etc. etc.
Together with an extensive assortment of
HAIR BRUSHES, TOOTH BRUSHES, COMBS, NAIL BRUSHES, etc.
☞ For sale at P. LOUIS MASSEY'S,
fe10 tf corner Camp and Gravier sts.

FLOUR—194 bbls. Ohio superfine, landing ex steamer Gen. Scott, for sale by
ap4 A. D. GRIEFF & CO. 38, 40 and 42 Old Levee.

DRY GOODS.

NEW YORK STORE,
168 ...... POYDRAS STREET 168
The Advantage of Selling Cheap.

AMIDST the universal complaint of dull times, this establishment has been doing an active and prosperous business. The subscriber will leave for the North in a few days, for a new supply of Summer Articles. In order to make room for fresh goods, the present stock will be sold off at even greater bargains than formerly. Among [illegible] goods, the following will be found worthy of note.
All Fresh and Newest Styles:
BONNETS—Ladies' China Pearl and Dark Chip Travelling Bonnets, [illegible] Ladies' Fancy Braid do., [illegible] Ladies' extra fine China Pearl do., $1 50, and all other fashionable kinds in proportion.
BONNETS richly trimmed in a style that will compare favorably with any that grace the showy [illegible] in Chartres street—dollars cheaper.
SILK PARASOLS—[illegible]
UMBRELLAS—[illegible]
GENT'S LINEN CAMBRIC HANDKERCHIEFS—
Extra large size No. 4 .... [illegible] per dozen.
" " " No. 7 .... [illegible]
" " " No. 8 .... [illegible]
MOHAIR CARPET BAGS—[illegible]
PALM LEAF FANS, fine quality—5 cents a piece.
DAMAGED GOODS.
7 cases Swiss, India, Book and Soft Mull Muslins and Bishop Lawns, very slightly damaged, [illegible] half the price of importation cost—
Swiss Muslins, very fine .... 15 cents per yard.
Soft Mull .... 20 [illegible]
Bishop Lawns .... $1 50 to $1 75 per piece.
R. BROWN,
my19 1m1p 168 Poydras street.

COLORED COTTON GOODS—
[illegible] cases Plain and Fancy Cottonades;
[illegible] cases Indian Mixed Denims;
15 cases Bed Tickings;
5 bales [illegible] Osnaburgs;
5 bales [illegible];
[illegible] cases Carolina Plaids and Stripes, and
[illegible] cases Printed Calicoes at reduced prices.
And for sale by JOSEPH H. PALMER,
ap22 47 Camp street.

SPRING IMPORTATION, 1851.
JOSEPH H. PALMER & CO., 47 Camp street, New Orleans, are now receiving their SPRING DRY GOODS, embracing the latest and most desirable styles, adapted to the trade of the South and West. The dealers of the city and country are respectfully invited to examine this stock. fe27

BROWN AND BLEACHED GOODS—In store and offered to houses or Merchant dealers—
[illegible] bales 4-4 BROWN COTTON SHEETINGS;
[illegible] bales 3-4 and 7-8 " SHIRTINGS;
[illegible] cases BLEACHED Goods, assorted brands.
For sale by JOSEPH H. PALMER & CO.
mh12 47 Camp street

Ginghams—Prints—Cottonades.
WE are now receiving per steamer Falcon, ships Maid of Orleans and Hudson, a large and desirable assortment of the above goods, embracing the latest styles and makes. Also—Jaconet and Lawns, from low priced to the finest, Bareges and Silk Goods, to which we invite the attention of the city and country trade.
fe13 JOS. H. PALMER & CO. 47 Camp st.

DRY GOODS BY THE PACKAGE.
N. Bradner Smith,
GENERAL COMMISSION MERCHANT
ja14 NO. 80 GRAVIER STREET. 1y

BLANKETS—
1000 pairs heavy white BLANKETS;
200 pairs colored Saddle do;
200 pairs fine blue and scarlet do;
150 pairs Whitney and Bath Bed do;
[illegible] pairs Crib and Cradle do. For sale by
s4 JOSEPH H. PALMER & CO. 47 Camp st.

PRINTED AND COLORED GOODS—
[illegible] cases Low, Medium and Fine Printed Calicoes;
[illegible] new style fine colored Printed Lawns;
[illegible] Printed Drills and Denims;
[illegible] fine Printed and Scotch Ginghams;
[illegible] Apron Checks;
[illegible] Blue and Orange Plaids and Stripes;
[illegible]
mh28 JOSEPH H. PALMER & CO. 47 Camp st.

BOARDING.

BOARDING—Single Gentlemen or Families desirous of obtaining comfortable Board and Lodging in a private family, on reasonable terms, can be accommodated at 270 Camp st. ap1 3m*

PRIVATE BOARDING—A few gentlemen can be accommodated with Board, on reasonable terms, at 149 Common, bet. St. John and St. Peters sts. [illegible]

MRS. W. E. BROWN informs her friends and the public that, having opened and thoroughly renovated the WAVERLY HOUSE, No. 28 Canal st., (lately occupied by Mrs. Shall,) she is now prepared to offer every accommodation, to both transient and permanent Boarders, that pains and expense can procure. New Orleans, November 5, 1850. ol4 1yes

HOTELS, RESTAURANTS.

ARCADE HOTEL.
THE public can be accommodated as usual at this establishment. The fire on the 2d instant did but slight injury to the Hotel.
mh6 tf E. W. DIGGES & CO.

SMITH'S HOTEL, BAYOU SARA, La.
THIS fine Hotel has been in successful operation for the last four years under the direction of the present proprietor, and is still open for the entertainment of the travelling public. The proprietor has attached to the Hotel a large LIVERY STABLE, with Carriages, Horses and Buggies, for the accommodation of persons wishing to visit the country.
ap26 m* THOS. S. SMITH.

MONTGOMERY HALL, MONTGOMERY, Ala.
The subscriber respectfully invites the patronage of the TRAVELLING PUBLIC, confident that he can supply the wants of the Transient Visitors to Montgomery as well as any of his competitors. Those who are going to, or returning from, the North, can obtain MEALS AT ALL HOURS, to suit the arrival and departure of the railroad cars and steamers. A fine [illegible] OMNIBUS constantly in attendance, to convey passengers to and from the boats to the cars, free of charge. The accommodations are equal to any other establishment in the town, and, being at a reduced rate, offer additional inducements to the Travelling Public. The best Stewards, Cooks and Servants are engaged, and no pains will be spared to render the stay of Visitors pleasant and agreeable.
d30 d&W6m C. A. ABERCROMBIE.

REMOVALS.

REMOVAL—DR. MACGIBBON has removed to No. 189 Carondelet street, two doors above Hevia street. [illegible]

REMOVAL—Dr. FEYDINGER has removed his office to No. 52 Baronne street, three doors above Common street. He will attend, as heretofore, to all professional calls, day or night. mh24 tf

REMOVAL—JACOB SORIA, Notary Public, has removed to his former office, 74 Gravier street. Commissioner in Louisiana for the States of Missouri, Mississippi, and Alabama. [illegible]

REMOVAL—JOHN WILLIAMS, Cotton Factor and Commission Merchant, has removed to 80 Gravier street. ja31

REMOVAL—Dr. J. S. KNAPP, Dentist, has removed his office from 104 Common street, corner of St. Charles, to his new office and residence, No. 10 Baronne street, where he may be found in the constant practice of his profession in all its departments. [illegible]

REMOVAL—R. H. MARR, Attorney at Law, has removed from No. 11 St. Charles street to No. 27 Camp street, up stairs. a6 1y

SADDLERY, ETC.

PHILADELPHIA
SADDLERY and TRUNK Warehouse.
S. ROBB & CO. No. 60 Gravier street, are constantly receiving from Philadelphia and England new Goods in their line. Their stock comprises SADDLERY of all descriptions, SADDLERY HARDWARE, HARNESS, LEATHER, MATERIALS, etc. INDIA RUBBER GOODS, TRAVELING and PACKING TRUNKS, etc. etc.
ALSO—A fine assortment of BUFFALO ROBES.
☞ Planters and Dealers are invited to call.

SADDLERY STORE—SMITH & BR[illegible] 50 and 52 Common street, New Orleans, offer for sale the most complete assortment of Goods in their line in the Southern country, comprising—
SADDLES—More than 500 varieties of English, American, Columbian, Spanish, Mexican, and Side Saddles.
SADDLE BAGS and WALLETS, in great variety,—Bridles, Bridle Fittings, Martingales, Girths, Surcingles, Stirrup Leathers, Extra Reins, Hitch Reins, Halters, etc.
HARNESS—Coach, Gig and Buggy Harness, all qualities; Wagon and Dray Harness, complete or in parts; Collars, Dray and Wagon Saddles, Hames, [illegible] and Plantation Gear of every description.
TRUNKS—Packing Trunks, Travelling Trunks, Valises and Carpet Bags, all styles and sizes.
SADDLERY HARDWARE, SADDLERS, HARNESS, SHOE MAKERS', TRUNK and FINDINGS of every description. COACH TRIMMINGS.
LEATHER and SKINS—Skirting, Harness, Bridle, Sole and Band Leather; Oil Top Sides and Hides; Enamelled Sides and Hides; Patent Leathers of all qualities; [illegible] Bag Hides and Sides; Calfskins; [illegible] Goat and Sheep Morocco; [illegible] Skins, all colors and qualities; Chamois and Buck Skins; Lace Leather; Buffalo Robes, etc.
☞ S. & B. are Agents for the sale of the [illegible] India Rubber Gin and Machine Bands. Also, the Patent [illegible] Leather Bands; [illegible] Steam Packing, and India Rubber Clothing, of all kinds; [illegible]
[illegible] SMITH & BROTHERS, 50 and 52 Common st.

HO! YE RED HEADS AND GRAY.
EAST INDIA HAIR DYE colors the Hair and not the Skin.—Any person, by applying [illegible] Hair or Whiskers a dark brown or perfectly black. This Dye is manufactured by the celebrated [illegible] Dr. COMSTOCK, author of Comstock's Chemistry, Philosophy, etc. [illegible]
mh11 6m J. WRIGHT & CO. 151 Chartres st.

THE undersigned continue to make liberal cash advances upon approved [illegible] Richmond, Baltimore, Philadelphia, New York and Boston. [illegible]
fe9 tf FRED KENNETT & CO. 93 Magazine st.

GOSHEN BUTTER—300 firkins in store, and for sale low to close consignment, by
[illegible] A. D. GRIEFF & CO. 38, 40 and 42 Old Levee.