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A HOUSEHOLD DIRGE.

I've lost my little May at last,
She perished in the spring,
When earliest flowers began to bud,
And earliest birds to sing.
I laid her in a country grave,
A green and soft retreat,
A marble tablet o'er her head,
And violets at her feet.

I would that she were back again,
In all her childish bloom;
My joy and hope have followed her,
My heart is in her tomb.
I know that she is gone away,
I know that she is fled,
I miss her every where, and yet
I can not think her *dead.*

I wake the children up at dawn,
And say a simple prayer,
And draw them round their morning meal,
But *one* is wanting there.
I see a little chair apart,
A little pinafore,
And memory fills the vacancy,
As time will nevermore.

I sit within my quiet room,
Alone, and write for hours,
And miss the little maid again
Among the window flowers;
And miss her with her toys beside
My desk in silent play,
And then I turn and look for her,
But she has flown away.

I drop my idle pen, and hark
To catch the faintest sound,
She must be playing hide and seek
In shady nooks around.
She'll come and climb my chair again,
And peep my shoulder o'er—
I hear a stifled laugh—but no,
She cometh nevermore!

I waited only yester night
The evening service read,
And lingered for my idol's kiss
Before she went to bed;
Forgetting she had gone before,
In slumbers soft and sweet,
A monument above her head,
The violets at her feet.

The Great Methodist Episcopal Church Case.

NORTH *versus* SOUTH.

U. S. CIRCUIT COURT, Nov. 11, 1851....Before Judges Nelson and Betts....*Henry B. Bascom and others vs. George Lane and others.*

Judge Nelson delivered the following important and able decision in this case, which, it will be remembered, was argued in May last by eminent counsel for the North and the South. The Hon. Reverdy Johnson, of Baltimore, Mr. Daniel Lord, of N. Y., and Mr. Johnson, Jr., of Baltimore, were counsel for the South, and the Hon. Rufus Choate, of Boston, Mr. George Wood, of N. Y., and Mr. E. L. Fancher, of N. Y., for the North. The argument occupied the Court from the 9th to the 21st of May, from which fact it will be seen that though the opinion of the judges is long, it is not more elaborate than the importance of the question demands.

We omit the lengthy recital of the pleadings, first because they have already, in substance, been placed before the public, and secondly because it is entirely uninteresting to the unprofessional reader.

We have thus stated what we regard the material parts of the bill and answer. A good deal of documentary proof was read on the hearing; but, upon the view we have taken of the case, it will not be necessary to refer particularly to it, except as stated in the course of this opinion, as most, if not all, of the facts material to be noticed are not matters of serious dispute. Indeed, the bill and answer present most of the facts upon which our opinion will be founded.

The complainants include traveling, supernumerary, and superannuated preachers, belonging to the traveling connection of preachers in the Methodist Episcopal Church, South, representing in this suit a numerous body in that connection; and claim their proportionate share in the profits of the Book Concern, which this description of persons were confessedly entitled to before the division of the Methodist Episcopal Church into two distinct organizations took place, under the plan of separation of 1844. This Book Concern was established at a very early day, by the traveling preachers in connection with that church, and the profits to be derived therefrom devoted by them to the relief of their distressed, supernumerary, and worn out brethren, their widows and orphans. The establishment was small, at first, but, at present, is one of a very large capital and of extensive operations, producing great profits, to be applied in behalf of the objects of the charity. It has, doubtless, been conducted with great judgment and prudence, by the agents in the immediate charge of it; but its growth and present magnitude are not less owing to the labors and devotion of the body of traveling preachers, who have always taken the principal charge of the circulation and sale of the books in the Methodist connection throughout the United States, accounting to the proper authorities for the proceeds.

The traveling preachers of this church were the founders of the charity, and have designated the objects and purposes for which it shall be applied; and, if it is, at any time, wrongfully withheld by those in the immediate charge of it, or diverted from the objects designed by the founders, it is the duty of the Court to interfere and enforce the execution of the trust.

The foundation of this charity is peculiar and novel, differing essentially from the cases of this description that have heretofore fallen under the equitable jurisdiction of a court of chancery. The traveling preachers are both the founders and the beneficiaries. They are the proprietors of the charitable fund, and, according to the constitution under which the endowment was made, also entitled to its proceeds.

We do not perceive, however, that these considerations can in any way affect the nature or character of the interest of the complainants, or confers upon them a title to the enjoyment of their proportion of the proceeds, superior to that of beneficiaries of a pure charity, where a third person has made the endowment in the ordinary way for charitable and pious uses, or, that it can be administered upon any other principles than those governing courts of equity in this class of cases. For, according to the original constitution of this fund by the founders, who had a right to prescribe the terms and conditions upon which the proceeds or profits should be distributed, and the persons to whom, and which, when prescribed, furnishes the law of the case for the court, these proceeds and profits have been devoted to the relief of distressed traveling, supernumerary, and worn-out preachers in the connection of the Methodist Episcopal Church, their widows and orphans; and to entitle the complainants, and those they represent, to the enjoyment, they must bring themselves within the description.

We must add, however, that the connection of this body with the original establishment, and subsequent growth of this fund, as a portion of its founders, give to their claims a peculiar merit, which cannot but impress upon the court an anxiety so to administer it as to secure to them the benefit of the fruits of so sacred a trust, if reasonably consistent with the rules and principles of equity, and intent of the original founders.

The bill brings the complainants clearly within the description of persons entitled to a distribution of the proceeds of the fund; and the main question in the case, therefore, arises upon the answer and proofs in support of it.

It is insisted,

1. That the resolutions of the General Conference of 1844, when properly understood, do not import an unqualified assent of that body to a division of the Methodist Episcopal Church into two separate and distinct organizations, or churches; that the assent thereby given was conditional and contingent, and that the conditions were not complied with, nor has the contingency happened.

2. That, if otherwise, the General Conference was not possessed of competent power and authority to assent to or authorize the division. And,

3. That the division, therefore, that took place, was a nullity; and the separate organization a wrongful withdrawal and disconnection from the membership, communion and government of the church, by reason of which the traveling, supernumerary and worn-out preachers composing the separate organizations are taken out of the description of the beneficiaries of the fund.

There were some other matters brought into view in the course of the argument, which we may notice hereafter; but, the above positions present the main grounds upon which the defence rests.

I. As to the resolutions, or plan of separation, as they are usually called.

The first one declares, that, should the annual Conferences of the slaveholding States find it necessary to unite in a distinct ecclesiastical connection, the following shall be observed with regard to the northern boundary of such connection. All the societies, stations and conferences adhering to the church in the South by a vote of the majority of the members, shall remain under the unmolested pastoral care of the Southern Church; and then follows a mutual stipulation that each church shall abstain from organizing churches or societies within the boundaries of the other; and, also, from exercising any pastoral oversight therein.

The second, that ministers, local and traveling, of every grade and office in the Methodist Episcopal Church, may, as they prefer, remain in that church, or without blame attach themselves to the Church South.

The ninth resolution declares, that all the property of the Methodist Episcopal Church, in meeting houses, parsonages, colleges, schools, conference funds, cemeteries, and of every kind, within the limits of the Southern organization, shall be free from any claim set up on the part of the Methodist Episcopal Church, so far as this resolution can be of force in the premises.

The third is a recommendation to the Annual Conferences, at their approaching sessions, to authorize a change of the restrictive article of the fundamental law of the church, which we shall have occasion to examine with some particularity in another branch of this case, and which prohibited the General Conference from appropriating the produce of the Book Concern to any other purpose than for the benefit of the traveling, supernumerary, and worn-out preachers, their widows and orphans, without the concurrence of the Annual Conferences.

The change recommended was to add to the clause of limitation, "and to such other purposes as may be determined upon by a vote of two-thirds of the members of the General Conference."

The object of recommending this change, was to enable the General Conference to proceed at once, and make an equitable division of the property and effects belonging to the Methodist Episcopal Church, as then organized, between the two separate organizations, which had been authorized in the preceding resolutions. For this purpose, the next resolution provided that as soon as the Annual Conferences shall have concurred in the recommendation, the agents at NewYork and Cincinnati were directed to deliver over to the agent of the Church, South, all notes, etc., against the ministers, members, or citizens within its boundaries, for the sole use of said church; and, also, to convey to such agent all the real estate and other property connected with the printing establishments at Charleston, Richmond, and Nashville, which then belonged to the church; and in the one following, that there should be transferred to the said agent so much of the capital and produce of the Methodist Book Concern as would, with the property and effects before mentioned, bear the same proportion to the whole property of the said concern that the traveling preachers in the Southern Church bore to all the traveling preachers of the Methodist Episcopal Church.

The terms and mode of payment were then prescribed, and commissioners appointed to meet commissioners to be appointed by the Southern organization, to estimate and fix the amount that might fall due them according to the preceding arrangement. And, in winding up, the bishops are requested to lay that part of the report (resolutions) requiring the action of the Annual Conferences, before them as soon as possible.

Now, it will be seen from this analysis of the plan of separation, that the only condition or contingency upon which an absolute division of the church organization was made to depend, was the action of the several Annual Conferences in the slaveholding States. If these should find it necessary to unite in favor of a distinct organization, by the very terms of the plan, the separation was to take place according to the boundary designated. It was left to them to judge of the necessity; and their judgment is made final in the matter. And when the decision is made, and the church divided into two separate bodies, it is declared that ministers of every grade and office in the Methodist Episcopal Church, may, as they prefer, remain in that church, or, without blame, attach themselves to the Church South.

The whole plan of separation confirms this view. As soon as the separation takes place in accordance with the first resolution, all the property, in meeting houses, parsonages, colleges, schools, Conference funds and cemeteries, within the limits of the Southern organization, is declared to be free from any claim on the part of the Northern Church. The general and common property, such as notes and other obligations, together with the property and effects belonging to the printing establishments at Charleston, Richmond, and Nashville, and the capital and produce of the Book Concern, at New York, was referred for future adjustment. This was necessary, on account of the restrictive article upon the power of the General Conference, in respect to the produce of the Book Concern, and of the Charter Fund. Some delay was necessary to procure that authority from the annual Conferences. But one mode of the adjustment was settled, depending only upon the action of the Conferences in respect to the authority. The notes and book debts against persons within the Southern Church, together with the several printing establishments situated within its limits, were to be transferred to that church; and, also, so much of the capital and produce of the Book Concern, which, together with the aforesaid property, would bear the same proportion to the whole interest in that concern, as the traveling preachers in the Southern Church bear to all the traveling preachers of the Methodist Episcopal Church. This perfected the adjustment of the common property between the two organizations.

It will be seen, looking back to the plan of the separation, that the only contingencies, or conditions subsequent, to be found in it, are two. First, the separate organization was to depend upon the action of the annual Conferences in the slave holding States; and, second, the division of this latter portion of the common property of the church, upon the action of all the annual Conferences in respect to the change of the restrictive article. When the annual Conferences in the slave holding States acted, and organized a Southern Church, as they did, the division of the Methodist Episcopal Church into two organizations became complete. And so would the adjustment of the common property between them, if the assent of all the annual Conferences had been given to the change of the restrictive article. The failure to give that has left this part of the plan open, the only consequence of which is, to deprive the Southern division of its share of the property dependent upon this assent, and leave it to get along as it best may, unless a right to discover its position legally results from the authorized division into two separate organizations.

The argument against this view is, that the separation was to take place, not only in the event of the concurrence of the Southern Conferences, but also upon the assent of all the annual Conferences to change the restrictive article. And the preamble to the plan of separation was referred to, as countenancing this construction. We think otherwise. On the contrary, in our judgment, it confirms the view above taken.

That preamble recites that a declaration had been presented to the General Conference, with the signatures of fifty-one delegates of that body from thirteen annual Conferences in the slaveholding States, representing that for various reasons enumerated, the objects and purposes of the Christian ministers and church organization cannot be successfully accomplished by them, under the jurisdiction of the General Conference, as then constituted; and that, in the event of a separation, a contingency to which the declaration asks attention, as not improbable, we esteem it the duty of the General Conference to meet the emergency with Christian kindness and the strictest equity. Then follows the plan of separation. And it leaves the strongest impress throughout the of conviction and spirit so feelingly and impressively announced in the preamble.

The question of separation is left to the judgment of their Southern brethren in the church, whose delegates had declared the necessity, and provision is made for an adjustment and decision of the common property, which, so far as we know, are founded upon principles of "the strictest equity" between the parties, and then the constitutional powers of the Conference are exhausted in the endeavor to carry out this division.

It is apparent from the plan of separation, as well as from the course of the proceedings, that, if this body had possessed the power, or had believed they possessed it, to make an effectual division of the property, it would have been made at the time, dependent only upon the determination of the Southern Conference for a separate organization. They advanced as far as was supposed to be in their power; and took immediate steps to obtain the necessary authority to perfect it.

The division of the property was not an element that entered into the considerations of the Southern delegates to declare for a separate organization. They related to a different subject, and one of much more transcendent interest to the churches North and South, and which, during the present session, had threatened to rend this vast and heretofore compact body of Christians in pieces. The agitation growing out of it had reached the highest authorities of the Church, and had brought in conflict its chief functionaries, and ablest members, and in respect to which opinions were entertained and expressed, deep and irreconcileable.

In the judgement of a large portion of the body separation was the only alternative to preserve the future Christian fellowship and usefulness of the church. The division of the property was but a consequence of separation, subordinate, and of comparative insignificance.

Instead of the decision of the church depending upon the division of the common property, the very reverse is the result of the true construction of the plan of separation.

II.—As to the power of the General Conference to authorize a separation of the church organization.

The Methodist Episcopal Church of the United States was established, in its government, doctrine and discipline, by a General Conference of the traveling preachers in this communion in 1784. Down to that time the Methodist societies in America had been governed by John Wesley, the founder of this denomination of Christians, through the agency of his assistants. During this year, the entire government was taken into the hands of the traveling preachers with his approbation and assent. They organized it, established its doctrines and discipline, appointed the several authorities—superintendents, or bishops, ministers, and preachers—to administer its polity, and promulgate its doctrines and teachings throughout the land. From that time to this, the source and fountain of all its temporal power are the traveling preachers in this connection in General Conference assembled. The lay members of the church have no part or connection with its governmental organization, and never had. The traveling preachers comprise the embodiment of its power, ecclesiastical and temporal; and, when assembled in General Conference, according to the usages and discipline of the church, represent themselves; and have no constituents; and thus the organization continued until the year 1808, when a modification took place.

At the General Conference of that year, composed of all the traveling preachers, it was resolved to have thereafter a delegated Conference, to be composed of one for every five members of each Annual Conference. These Annual Conferences are composed exclusively of traveling preachers. The ratio of representation has been altered, from time to time, so that, in 1844, the Annual Conferences were represented by one delegate for every twenty-one members.

The reason for the change to a delegated body, instead of the assemblage of the entire body of traveling preachers, was the great enlargement of the boundaries of the Church, which had expanded with the settlements of the country; the consequent multiplication of the number of traveling preachers—the distance and expense of travel—and the deprivation of the field of their labors, for too long a period, of the Christian ordinances and religious instruction.

The General Conference of 1808, which determined in favor of a delegated body for the future, imposed upon the powers of this body certain limitations, which, in the language of the proceedings of the church, are called restrictive articles, six in number. It is declared, that the General Conference shall have full powers to make rules and regulations for the church, under the following limitations and restrictions:

1. They shall not alter or change the articles of religion, nor establish any new standards of doctrine.

2. They shall not allow of more than one representative for every fourteen members of the Annual Conference, nor less than one for every thirty.

3. They shall not alter the government so as to do away with episcopacies, or destroy the plan of itinerant superintendencies.

4. They shall not change the general rules of the united societies.

5. They shall not deprive the ministers or preachers of trial by committee, and of an appeal; nor the members of trial before the society or lay committee, and appeal.

6. They shall not appropriate the produce of the Book Concern, nor of the Charter Fund, to any purpose other than for the benefit of the traveling, supernumerary, superannuated, and worn out preachers, their wives, widows and children; provided that, upon the concurrent recommendation of three-fourths of all the members of the General Annual Conference present, and voting, a majority of two-thirds of the General Conference, succeeding, shall suffice to alter any of the above restrictions, except the first article.

These comprise all the limitations upon that body when assembled by delegates.

That the General Conference composed of the entire body of traveling preachers, and who established the government, doctrines, and discipline of the church, possessed the power to reconstruct and reorganize its government, ecclesiastical and temporal, into two or more separate and distinct organizations, is a question, about which, we think, no serious doubt can be well entertained.

These traveling preachers represented the sovereign power of the government, and were responsible to no earthly tribunal for the mode and manner of its exercise. They were entirely free to exercise their own sense and judgment as to what was the best polity and organization of the church, to accomplish the great object and design of the matters in whose service they were engaged, and which were, in the language of their own discipline, "to reform the continent, and to spread scriptural holiness over these lands." As they might have constructed any number of separate and distinct organizations in their first fraternal association and effort in the fulfillment of this mission, accordingly as it might seem to them best, so was it equally in their power at any subsequent period of their labors. The power remained unchanged.

The only argument urged against this view is the unity of the first organization of the church in 1784, which, as supposed, evinced a design that it should be co-extensive with the territorial limits of the United States, neither more nor less; and to remain and continue a united church within these limits in the exercise of its jurisdiction, spiritual and temporal, and further, that, if a power exists in any General Conference to break up this organization and polity of the church as originally designed and established, it belongs to an extraordinary General Conference assembled especially for the purpose; and not to one assembled in the ordinary way for the discharge of its mere administrative duties, as the chief legislative body of the church; and the history, ecclesiastical judicatories, practice and usages of the church from its origin, were ably and extensively reviewed and examined, on the argument, for the purpose of sustaining those several positions.

But the obvious answer to them is, that the argument overlooks the source and fountain of the power belonging to the General Conference. We must look to these, and not to the mere exercise of power in the administration of the government, when seeking to measure its depth and extent. Where is the limit? and who has prescribed it?

The traveling preachers, assembled in General Conference, embody, in themselves, the sovereign power; and we have nowhere seen their consent to any limitation or restriction, till we come down—in the history of their administration—to the Conference of 1808.

We must have some evidence that they have parted with a portion of their sovereign power, that confessedly belonged to them at the first organization, since that period; and, that they assembled in the subsequent conferences, subject to the disability, before their powers can be distinguished from those originally possessed. We have not been referred to any such evidence, nor have our own researches discovered any, nor do we believe there are any recorded acts or declarations of this body to the effect claimed. When jurisdiction and authority, spiritual and temporal, in each General Conference from that of 1784 down to 1808 inclusive, were the same, unlimited and unrestricted, possessed all the power which since the latter period has belonged to the General and Annual Conferences combined, under the new organization, this is necessarily so, as all the power and authority possessed by the Annual Conferences have been conferred upon them from time to time, by the General Conference.

The argument that this body, previous to 1808, did not possess the competency to reorganize and reconstruct the government of the church, as they might think best for the great object of its mission, goes the length of denying that power to the concurrent action of both the General and Annual Conferences since that period. And, that there is something in this association and system of polity, differing so radically from all others, of which we have any knowledge, that, even the constituent and representative, although combining every element of power appertaining to the government, can neither change nor modify it. For the argument comes down to this. We cannot think it necessary to pursue this branch of the case any further.

As it respects the powers of the General Conference since the modifications of 1808, it is the same as previously existed, subject to the six restrictive articles; and neither of them has any connection with or bearing upon the question we have been considering. They relate to the doctrine of the church, its representation in the General Conference, the Episcopacy, discipline of preachers and members, the Book Concern, and Charter Fund.

These concern the exercise of the administrative powers of the Conference, and are intended as limitations upon them, unless concurred in by the Annual Conferences.

The powers conferred upon the General Conference are broad and unlimited, subject only to these checks in regulating the doctrine and discipline and property of the church. In all other respects, and in every thing else that concerns it, the body still represents the sovereign power, the same as before.

The practice of the General Conference, since the change in 1808, confirms this view. The connection of the Annual Upper Canada Conference with the Methodist Episcopal Church was dissolved in 1828, and that body authorized to erect itself into an independent ecclesiastical establishment.

The force of this precedent has been attempted to be weakened upon the allegation that this connection differed from that of the Annual Conferences within the United States; and that it rested upon a sort of compact between that Conference and this church, and, therefore, held a different relation to it. But, on looking into the history and discipline of the church, this will be found to be a misapprehension of that relation; and that the Canada Conference was brought within its folds in the same way as those lying upon the frontier settlements within the United States.

It will be found that as early as 1804, the Upper Canada districts were included in the NewYork Annual Conference, and continued as a part of it, the same as other districts, till 1812, when these districts, and also the Lower Canada districts, were included within Genesee Conference. In 1816, the Lower Canada districts were embraced within the NewYork and New England Conferences. In 1820, both Upper and Lower Canada were again included in one Genesee Conference; and in the same year, the Bishops were authorized, with the concurrence of this Conference, to establish an Annual Conference in Canada; and in 1824, the Canada Conference included the whole of the Upper Province—and thus it stood in 1828, when erected into an independent establishment.

We have seen nothing in the history, discipline or practice of the church, restricting its organization or Christian labors to the territorial limits of the United States; but much to show that both have been steadily devoted to the accomplishment of the high and holy mission avowed in founding the church, namely, "to reform the continent, and to spread scriptural holiness over these lands."

As early as 1840, the republic of Texas was incorporated into its bosom, and an Annual Conference established. And we doubt not that as the principles of civil liberty and religious toleration work their way in the advancement of civilization, over regions hitherto impenetrable to the missionary, unless of a particular faith, this great work of organization and Christian labor will be carried on regardless of terrritorial boundaries, or forms of secular government.

In referring to the practice of the church, we must not overlook the action of the General Conference of 1844 in the instance now before us. The vote upon the first resolution stood one hundred and forty-seven to twenty-two, in a body representing more than four thousand traveling preachers in this communion; and, among whom, it is fair to suppose, were included men of the greatest experience and knowledge in the administration of the polity of the church. Indeed, on looking into the report of the debates of this session, and into the discussions upon the report of the committee on the division of the church, and especially upon the all absorbing subjects that led to its necessity, no one can fail to be impressed with the eminent ability and intelligence of the leading members of that body; nor for a moment doubt that they were profoundly skilled in all the history, practices and usages of the church government, spiritual and temporal, and in the nature and extent of their own powers as the highest judicature belonging to it.

As it respects the action of this body in the matter of division, no one can pretend but that it proceeded upon the assumption of unquestioned power to erect the church into two separate ecclesiastical establishments. The only doubt entertained or expressed in the plan of separation related to the division of common property, on account of the sixth restrictive article, which we have conceded all along was not within its competence, but which we shall presently notice more particularly in another part of the case. Independently of this question of property, the power of severance is written upon every page of their proceedings.

Having now arrived at the conclusion that the General Conference of 1844 was competent to make the division, and that the only condition annexed to it has been fully complied with, we are prepared to apply the principles of law, which, in this posture of the case, must govern it.

We have held, in a previous part of this opinion, that the complainants must bring themselves within the description of persons entitled to the benefit of this charitable fund as prescribed by its original founders; and that, when they have done this, those who deny or withhold the charity must present a case to the court, taking them out of the description. This has been attempted, by showing that they have wrongfully separated from the connection and communion of the Methodist Episcopal Church, and erected themselves into an independent ecclesiastical establishment; and have, therefore, deprived themselves of the character of beneficiaries of the fund. Having arrived at the conclusion that there is no foundation for this allegation, the ground of defence, of course, fails, and the complainants still continue clothed with the character and rights belonging to them previous to the separation. The separation having taken place in pursuance of the action of the competent ecclesiastical authority—by the action of the founders of the fund themselves—how can it be maintained that the beneficiaries, falling within the new organization, have forfeited the character which entitles them to its enjoyment? What act have they done to deprive them of the description of the persons for whose relief its proceeds have been permanently devoted?

It is not pretended but that they are still traveling preachers in the Methodist Episcopal connection and communion, subject to its doctrines and discipline; and devoted to the accomplishment of that mission for which this church was planted in these United States; nor but that the field of their labors is within the domain covered by its original organization. A new construction of its polity, within this limit, has been determined upon by its highest judicatory, in order that the great mission may be more harmoniously and more effectually carried on. For this purpose, two distinct ecclesiastical organizations, we may say identically the same, have taken the place of one—the same discipline, faith, and doctrine—and, all united in spreading the same gospel teachings throughout the land. Assume, therefore, that the General Conference were disabled, on account of the sixth restrictive article, from apportioning this fund; still, if the complainants bring themselves within the description of the beneficiaries, they are not thereby deprived of it. The law steps in and enforces the right. Holding this relation to it, and not having forfeited by any wrong act of their own, or by any cause set up against them, it is not in the competency of the General Conference and Annual Conferences combined to deprive them. Their right rests upon established principles of law and equity, which make it the duty of a Court of Chancery to interfere, and see that the fund is properly administered.

Looking at the position of these complainants, and those they represent, on account of the action of the General Conference of 1844, dividing the ecclesiastical organization, and substituting in its place two distinct, independent judicatories, it is by no means certain that the distribution is in contravention even of the sixth restrictive article, that appropriates the fund for the benefit of the travelling, supernumerary, and worn out preachers, their widows and orphans. It is this description of persons to whom it is destined by the adjudication of the court. They are not only within the description, but are, also, the very persons heretofore in the enjoyment of it, and for whom it was originally designed. Granting that these persons have done no wrongful act, but are still laboring in the church, as heretofore, except under a different merely territorial organization, they are covered by the spirit, if not by the letter, of the restrictive article.

Upon the whole, our conclusion is, that the complainants are entitled to their share of the produce of the Book Concern, and a decree will be ordered accordingly. Whether the funds shall be administered by an application of the produce, pro rata, or by an apportionment of the capital, are questions reserved until the settlement of the decree. We had hoped that this unfortunate controversy would have been amicably adjusted by the parties, agreeably to the suggestion of each of the learned counsel, at the close of the argument, and in which the court cordially concurred. But, if the views we have taken of the case, and conclusions we have arrived at, shall tend, in the least degree, to heal the unhappy divisions, and restore brotherly affection and Christian friendship, among so highly useful and distinguished a body of Christians, we shall not regret the labor we have bestowed in deciding it.

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oc2 tf 26 Magazine st.

MRS. M. BRYAN and MRS. M. A. WENTZ Respectfully inform the ladies of New Orleans and its vicinity that they have opened a MILLINERY AND DRESS-MAKING ESTABLISHMENT at No. 106 Canal street, near the corner of Bourbon, where they will keep a general assortment of Millinery and Fancy Goods, which they will sell at moderate prices. Country orders promptly attended to. Straw Bonnets cleaned and altered in the most fashionable style. a15 6m

LADIES, TAKE NOTICE!—As Mrs. MOODY, (formerly Mrs. Campbell,) at the corner of Poydras and Carondelet streets, has most positively determined to close out her stock of MILLINERY AND FANCY GOODS within a few weeks, so as to retire from business this season, it is her intention that her customers who have so liberally patronized her during the past four years shall have the opportunity of making some purchases at fifty per cent. lower than the same goods can be found elsewhere. Mrs. M. prefers selling out her stock in bargains to her friends, rather than by auction. o1 tf

Mrs. C. RODDY,
Corner of Carondelet and Julia streets,
☞ Respectfully begs leave to call the attention of the ladies, and the public generally, to her large and extensive assortment of English, French, Straw and Silk BONNETS, as well as every article in the MILLINERY line. Her assortment is equal to that of any other establishment in the city, and her terms are as moderate.
☞ Mrs. R. would inform the ladies that she has carried on the DRESS-MAKING for many years in this city, and is prepared to give the fullest satisfaction to those who may favor her with their patronage. Old Bonnets cleaned for Fifty Cents.

NEW GOODS—P. W. WOODLIEF, No. 13 Chartres street, has just received per steamships Winfield Scott, Union and Empire City, and by the sailing packets from New York, Boston and Havre, an assortment of Fashionable and Seasonable FANCY AND STAPLE DRY GOODS, heretofore unsurpassed in extent, variety and recherche style, which he now offers WHOLESALE AND RETAIL to his numerous patrons at very reduced prices. The stock consists in part of the following, viz:

Super Broché Antique Silks;	Rich plaid Raw Silks;
Colored Armure Silks;	English, French and American Calicoes;
Striped Taleta Silks;	A complete assortment of Eng'n, German and French Hosiery;
High col. plain Pouit de Soie;	Superior white and col'd Silk Hose and Half Hose;
Black Brocade Poponnée;	GLOVES AND MITTS.
Extra rich and embr'd. do;	Buck, Chamois, Kid, Cashmere, Silk, Filoselli and Fil, of every description.
Changeable and Chené do;	LACE GOODS.
Embroad'd Damask and plain Poult de Soie;	A large and elegant assortm't of Valenciennes, English, French and German Laces, and do. Embroideries;
Extra rich changeable and chameleon Poult de Soie;	Superior 6-12 and 12-4 Linen Sheetings;
Small plaid high colored do., for misses;	Damask Table Linens and Napkins, new and splendid styles;
Marcelines and Florences, of every shade and color;	4-4 Irish and German Linens and Lawns;
White and colored Satins;	Linen Cambric Hdkfs, plain;
A few pieces superior heavy black and colored watered Pouit de Soie;	Embroidered and colored bordered Curtain Stuff, embr'd Lace and Muslin, Silk and Woolen Damask, etc.
Colored Silk Velvets;	PLANTATION GOODS.
Rich Chené Satin striped and plain Cashmere d'Ecosse;	Heavy Kerseys, Lowels, Linseys, Jeans, Denims, Stripes and Cottonades;
French and English Merinos, Mousseline de Laine and Alpacas, solid colors, of every variety of shade;	Super French Bed Blankets;
Plain, striped and plaid Poplins;	Heavy Grainer Plantation do, very superior.
Superior black and col'd plain and figured Canton Crapes;	
A large assortment of white and col'd embr'd and plain Crape Shawls, some extra rich;	
Merino, Cashmere and heavy rich Silk Shawls;	

☞ P. W. W. would especially call the attention of factors and planters to his stock of goods for their use. It is very complete and the articles have been selected with great care and judgment, the result of long experience in that particular line. a26 tf

STRAW AND SILK GOODS,
44 CAMP STREET, UP STAIRS.

THE undersigned respectfully informs his city and country customers that he has just received a choice and complete assortment of BONNETS, RIBBONS, FLOWERS, TRIMMINGS and MILLINERY ARTICLES in general, which he offers at very low prices for cash or approved city paper.
s27 3m1p ISAAC SAWIN, 44 Camp st., up stairs.

SILK and WOOLEN HATS and BROGANS, at Eastern manufacturers' prices, at No. 55 Carondelet street.
n21 1w* JOHN B. GROVES & SON.

BOOTS, SHOES AND BROGANS—3000 cases Boots, Shoes and Brogans, in store and for sale by A. F. DUNBAR & CO.
mh13 tf 54 and 56 Common st.

TO COUNTRY MERCHANTS and PLANTERS—The undersigned are now receiving a fresh supply of Russett Brogans and Mud Boots, together with a general assortment of Boots, Shoes and Brogans, which they offer for sale on accommodating terms.
n14 A. F. DUNBAR & CO. 54 and 56 Common st.

BOOTS, SHOES AND BROGANS.—1195 pairs of Boots, Shoes and Brogans, landing from ships Susan Hincks, Robt. Harding, Flavio and Harrisburg, for sale on liberal terms, by
A. F. DUNBAR & CO.
n14 54 and 56 Common street.

HATS! HATS! HATS!
Now landing per ships Monmouth, Hero and Manilli, a few cases of Fall Style Moleskins, Boys' Matelots, and a complete assortment of Men's and Boys' Hats, for sale by
n7 WM. J. FREEMAN, 17 Customhouse st.

W. J. FREEMAN, (successor to JOHN DURBRIDGE & Co.,) respectfully invites planters, merchants and traders in general to call and examine his stock before purchasing elsewhere, as he is constantly receiving from the North fresh arrivals of the following goods:

MOLESKINS,	BOYS' UNIONS,
ANGOLIAS,	BOYS' MEXICANS,
MEXICANS,	BOYS' MATELOTS,
MATELOTS,	GLAZED CAPS,
UNIONS,	other CAPS.

COMPROMISE AND CUBA HATS, etc. etc.
CHILDREN'S FANCY HATS, with Feathers, etc.
For sale low, for cash or approved paper, at
s27 6m W. J. FREEMAN'S, 17 Customhouse st.

SANATIVE HOUSE, conducted by W. K. F. FRYER, Indian Doctor—Principal residence and office No. 21 Frenchmen street, Third Municipality, New Orleans, La.—Having opened an office of consultation and a house of the above title in the town of Biloxi, Miss., which will remain open winter and summer, from this date, for the reception of sick negroes, both male and female, the efficacy of pure water, healthy air, and a little country exercise in a carriage or on horseback, with a few Vegetable Medicines to operate as auxiliaries in restoring the sick to health, vigor and happiness, will no longer remain as problematical, as thousands who may thus be cured will hereafter testify. I have chosen this place for a Hospital, connected with my office in the city, from the fact of its being situated on a peninsula or belt of land a mile and a half wide, and nearly surrounded by the purest of salt water, the Gulf being on the south, a bay a mile wide on the north, (with a ferry-boat running across the bay which makes four trips every day,) and a high sandy pine country beyond the bay. There are no swamps, no miasmatical pools or low alluvial lands within fifty miles of Biloxi. The water on my place is pure, soft and excellent; and as to the air, it is as pure as that of Cuba or Italy; and as to the weather, unless it is just now and then, it is as calm as the bosom of a summer lake. I can speak the above knowingly, having passed three months in the place. Therefore, I do not know of any other place to which our citizens and owners of sick slaves could send them with a better prospect of being restored to health. Respectable persons from a distance who wish to come to Biloxi and obtain my medical services, can be comfortably situated while taking medicine, as good and respectable houses can be had on very reasonable terms.

Biloxi is accessible from New Orleans, La., to Mobile, Ala., by superior steamers, and they are commanded by skillful captains. The other officers and servants are kind and very attentive. Having traveled on their boats myself, I can speak of their good reputation. Therefore, planters and others having valuable sick slaves, will find it to their interest to place them under my treatment, as the entire expense of medicine and attendance will be covered by two dollars per day, and no money demanded till the cure is made, the owner going to the expense of transportation back and forward. Each patient must be furnished with three changes of outward clothes and two suits of good new flannel shirts and drawers, with suitable shoes and socks. All patients over fifty years admissable by the day only, and payments in such cases once a month.

Dr. W. A. WILLIAMS, my brother-in-law, who has studied and practiced with me, and speaks the English and French languages, will superintend my office in New Orleans during my absence from the city. My establishment in Biloxi will remain under the control and superintendence of Mrs. FRYER, (who speaks good English and French,) during my absence from the place.

Dr. FRYER has also attached to his establishment in Biloxi, a large Two Horse Carriage, drawn by a span of the most beautiful Arabian show ball match horses in the United States, with his own trusty and careful driver, for the accommodation of his patients and other genteel and respectable parties wishing to visit the beauties of the country. They can also be accommodated with ladies' and gentlemen's saddles for morning and evening rides. He is also prepared to keep horses by the day, week or month, on reasonable terms, and every other attention will be given to horses and carriages sent to his stable.

☞ All letters enclosing $5, post-paid, will be thankfully received and punctually attended to, and none others answered or lifted from the post-office.

To those sick who may think proper to seek my counsel or intrust their sick slaves to my care, I may simply, in conclusion, add, that I am as zealous in pursuit of my profession as I have been for the last twenty years, and which I hope to conduct with an unsullied reputation and integrity I have the satisfaction of knowing I have never yet violated.
Respectfully, etc.,
n7 W. K. F. FRYER, Indian Doctor.

NEWARK AND ROSENDALE CEMENT and Calcined Plaster Agency, 98 Magazine st. n18

OFFICIAL.

Mayoralty of New Orleans,
November 14, 1851.

COUNCIL OF MUNICIPALITY No. Two,
Sitting of Tuesday, November 11, 1851.

RESOLVED, That the Mayor be authorized and requested, after giving ten days' notice in the official paper of this Municipality, to sell at public auction the contract for erecting an apron on each side of St. Mary's Market, agreeably to the specifications to be furnished by the Surveyor and published with said notice. Bids to be subject to the approval of the Council.
[Signed] THOS. H. SHIELDS, President pro tem.
Approved November 14, 1851.
[Signed] A. D. CROSSMAN, Mayor.
True copy: H. BIER, Clerk.

MAYORALTY OF NEW ORLEANS, Nov. 14, 1851.

NOTICE is hereby given, in virtue of the above resolution, that I will sell, at my office, on MONDAY, Nov. 24, at 12 o'clock M., to the lowest bidder, the contract for erecting an apron on each side of St. Mary's Market, in accordance with the specifications to be furnished by the Surveyor. [n15] A. D. CROSSMAN, Mayor.

Specifications

Of Aprons, or Awnings, for the two sides of the St. Mary's Meat Market, from Tchoupitoulas to New Levee Streets.

These awnings will be supported against the brick walls on cast iron rafter brackets, fastened to the spandrils of the side arches above the caps of pillars, and under the gutter cornice of Market, as per drawings.

Length of apron on North Market street, about 188 feet 9 inches, and on South Market street 188 feet 6 inches, making in all 377 feet 3 inches of an awning, which is to have 8 feet horizontal width.

Dressed purlines, of 3 by 7 inches, best sound saw mill cypress, in three tiers, free from all defects calculated to impair their strength or durability, shall be strongly secured with proper iron pins or bolts, in workmanlike manner, to the bracket—rafters aforesaid, as per section.

And a sheathing of 1¼ inch narrow tongued and grooved best saw-mill cypress boards, dressed on the under side, and jointed in white lead, must be well nailed down on said purlines, with not less than two nails at every crossing over a purline.

American tin, of best quality, laid in approved workmanlike manner, will cover the sheathing; and a hanging 9 inch tin gutter of Ogee cyma recta moulding, shall be on the verge of each of the two awnings, and shall form their cornice. This gutter will be fixed securely in hold-fasts, to be cast with the iron brackets aforesaid, as per drawings; also by as many intermediate hold-fasts as may be necessary.

Gutters to discharge the water into the street at points nearly equidistant, through not less than thirty [illegible] of 4 inches diameter, well fastened in orifices properly cut in bottom of gutters, to pass it down as nearly vertical as possible.

Five additional outlets on each side of the Market roof, or in all ten orifices, with copper necks well fastened, shall conduct part of the water of the main house, through the brick cornice, so as to fall on the awning roof, to relieve the copper conductors of main building as required in times of heavy rains. These necks to be each 4 inches diameter.

The tin covering will lap over as a facia to close the four ends of these awnings as far as the under side of the purlines.

The gutters and tin necks to be well painted with three coats French green; the underside of the two awnings throughout with three coats best white paint, excepting the brackets, which must be black paint; and the covering of tin on the upper surface with not less than two good coats paint of suitable color.

All to be performed to the satisfaction and according to the directions of the Surveyor, and to be completed on or before the first day of February, 1852, under a penalty of $20 per day for every day thereafter not completed. The adjudication to be made for the painting separately from the other work—and if two contractors, the penalty to be $10 per day on each.

Payment will be made for each contract in a note at six months, bearing interest at six per cent. per annum on the certificate of the Surveyor, on completion of the work as aforesaid; and security in the full amount of each of the contracts, to the satisfaction of the Council, is required to be delivered to the Mayor, in the hand-writing of the party or parties, at the time of the adjudication.

Bids will be subject to the approval of the Council.
HUGH GRANT,
Surveyor of the Second Municipality.
NewOrleans, November 15, 1851. n17

PUBLIC NOTICE is hereby given that on MONDAY, the 1st day of December, 1851, at 12 o'clock, will be adjudicated at the Comptroller's office of Municipality No. Two, to the highest bidder, the collection of the revenues of the Annunciation Market, for one year, viz: From the 1st day of January, 1852, to the 31st day of December, 1852, both days inclusive.

Terms and Conditions—The farmer or lessee will, within five days after the adjudication, furnish his promissory notes, endorsed to our satisfaction, payable at 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 months from the 1st day of January, 1852; and should he fail to do so, a new adjudication will be made for the account and at the risk of said farmer or lessee.

He shall also mortgage in favor of the undersigned all the rights on which the collection of said revenue is farmed, so that in default of the payment at maturity of any of the said notes, we shall have the right of seizing, provisionally, the aforesaid rights so mortgaged. He shall also conform to all the ordinances now in force, or which may hereafter be passed by the Council of Municipality No. Two in relation to Markets.

The above sale to be made by authority vested in the undersigned by the contract entered into with said Municipality No. Two, in virtue of a resolution adopted by the Council Dec. 18, 1847, relative to said Market.
n21 td JN. MATHIS & FONSENE.

RECORDER'S OFFICE, MUNICIPALITY No. Two,
New Orleans, November 4, 1851.

NOTICE is hereby given that the undersigned is ready to receive a limited number of Indigent Orphans residing within the limits of this Municipality, and that they will be provided for at the expense of the Municipality, agreeably to an ordinance of the Council, passed October 11, 1851. None but orphans having neither father nor mother need apply. JAS. H. CALDWELL, Recorder.

Public Night School, 2d Municipality.

THIS SCHOOL will be open nightly for six months, from Monday, 6th inst., from half-past 6 to 9 o'clock P. M.—the Male Department at the Marshall Schoolhouse, on St. Marys street, under the superintendence of Mr. James Blackman as Principal; and the Female Department at the Franklin School-house, on St. Charles street, in charge of Mrs. Julia Bartlett. Applications for admission may be made to the President of the Board, either of the undersigned or the Principals.
J. O. HARRIS,
O. CAREY, } Committee.
o4 6m FRED'K CAMERDEN.

Proposals for an Illuminated Clock.

COUNCIL OF MUNICIPALITY No. Two,
City of New Orleans.

IN virtue of a resolution of the Council, adopted at the sitting of the 14th inst., the undersigned gives notice that the Committee on Streets and Landings will receive proposals until the 5th of November next for the furnishing and erection of a Town Clock with four illuminated dials, in the tower of St. Patrick's Church, on Camp street. The bids must specify the kind and quality of the clock, the terms on which it will be furnished and at what time it will be completed. Security in the amount of the bid will be required for the faithful performance of the contract. Bids will be left at the office of the Secretary of the Council, and endorsed "Proposals for furnishing and erecting a town clock."
HENRY RENSHAW,
o24 Chairman Committee on Streets and Landings.

Mayoralty of New Orleans,
November 14, 1851.

IN pursuance of a resolution passed by the Council of Municipality No. Two at their sitting of the 11th inst., notice is hereby given that in not less than ten days from the publication hereof, the Council of Municipality No. Two will proceed to act on the improvement contemplated by said resolution, viz: the opening of Felicity Road in a straight line, from Religious street to Tchoupitoulas street, at the intersection of the latter street with Nun street, to the width of forty-four feet nine inches, agreeably to the provisions of the act of the Legislature of the 3d April, 1832, regulating the opening of streets, etc., and the act amendatory thereof, approved 3d May, 1847. A. D. CROSSMAN, Mayor.

Mairie de la Nouvelle-Orléans,
14 Novembre 1851.

CONFORMEMENT à une résolution passée par le Conseil de la Municipalité No. Deux à sa séance du 11 du courant, avis est par le présent donné que dans dix jours au plus, à partir de la date de cette publication, le Conseil de la Municipalité No. Deux agira sur les améliorations projetées par la dite résolution, savoir: L'ouverture du chemin Félicité sur une ligne droite de la rue des Religieuses à la rue Tchoupitoulas, à l'intersection de cette dernière rue avec la rue de l'Union jusqu'à largeur de quarante quatre pieds neuf pouces, conformément à une disposition de l'acte de la législature du 3 avril 1832, concernant l'ouverture des rues, etc., et à l'acte amendant le dit acte, approuvé le 3 mai 1847.
n18 A. D. CROSSMAN, Maire.

COMPTROLLER'S OFFICE, MUNICIPALITY No. Two,
New Orleans, November 14, 1851.

PUBLIC NOTICE is hereby given that on MONDAY, the 1st day of December, 1851, at 12 o'clock, I will adjudicate at this office, to the highest bidder, the collection of the revenues of the St. Mary's Market, the Vegetable Market and the Poydras Market, for one year, viz: From the 1st day of January, 1852, to the 31st day of December, 1852, (both days inclusive,) each Market to be adjudicated separately.

Terms and Conditions—The farmer or lessee will, within five days after the adjudication, furnish his promissory notes, endorsed to the satisfaction of the Council, payable at 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 months from the 1st day of January, 1852; and should he fail to do so, a new adjudication will be made for the account and at the risk of said farmer or lessee.

He shall also mortgage in favor of the Municipality all the rights on which the collection of said revenue is farmed, so that in default of the payment at maturity of any of the said notes, the Municipality shall have the right of seizing provisionally, the aforesaid rights so mortgaged. He shall also conform to all the ordinances now in force, or which may hereafter be passed, in relation to said Markets.
ADOLPHE LAYET, Comptroller.
New Orleans, November 14, 1851.

BUREAU DU CONTROLLEUR MUNICIPALITÉ No. DEUX,
Nouvelle-Orléans, 14 novembre 1851.

AVIS est par le présent donné que LUNDI, le premier jour de décembre prochain, à midi, j'adjugerai au plus offrant enchérisseur, le recouvrement des revenus du Marché Sainte-Marie, du Marché aux Légumes, et du Marché Poydras, pour une année, c'est-à-dire: du premier jour de janvier 1852 au trente-et-unième jour de décembre 1852, les deux jours inclus. Chaque Marché sera adjugé séparément.

Termes et Conditions—Le fermier ou adjudicataire fournira dans les cinq jours qui suivront l'adjudication, ses billets, endossés à la satisfaction du Conseil, payable à 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 et 12 mois à partir du premier jour de janvier 1852, et à défaut par lui de remplir ces conditions, une nouvelle adjudication sera faite aux risques et périls du dit adjudicataire. Il sera tenu aussi d'hypothéquer en faveur de la dite Municipalité tous les droits sur lesquels le recouvrement des dit revenus sont adjugés, de telle manière qu'à défaut de paiement à l'échéance de chacun des dits billets, la Municipalité aura le droit de saisir provisoirement les droits ainsi hypothéqués. Il se conformera aussi aux ordonnances maintenant existantes ainsi qu'à celles qui pourront être subséquemment passées relativement aux dits Marchés.
ADOLPHE LAYET, Contrôleur.
Nouvelle-Orléans, novembre 14 1851. n14 td

BATTURE SAND—Notice is hereby given to all persons desirous of obtaining Batture Sand, that permits can be obtained at this office for getting the Sand from the basins on each side of Post No. 1, near the head of St. Joseph street. HUGH GRANT,
Surveyor of the Second Municipality.
Surveyor's Office, Second Municipality, Oct. 31, 1851.

TEACHER OF MUSIC.

☞ MRS. M. CAMPBELL, Teacher of Music on Piano Forte and Guitar, receives pupils at her residence, on Race, near Camp street, also, at 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 $8 for twelve lessons. n18 1yeo

JAMAICA GINGER—Tucker's celebrated Cordial Elixir of Jamaica Ginger, for the cure of Dyspepsia or Indigestion, Diarrhoea, etc. etc. Also—Brown's Essence of Jamaica Ginger, for sale by
F. L. MASSEY, Apothecary,
n7 corner of Camp and Gravier sts.

REMOVALS.

REMOVAL—MATTHEWS, FINLEY & Co. have removed their Banking-house to No. 8 Camp street, corner of Commercial Place. [illegible]

REMOVAL—R. SANDS TOOMER & Co. have removed from 77 to 109 Tchoupitoulas st. n8 6m

REMOVAL—GEORGE PURVES [illegible] has removed his office to 27 Commercial [illegible] St. Charles street.

REMOVAL—Dr. FEYDINGER has removed his office to No. 88 Baronne street, [illegible] calls, day or night.

REMOVAL—Dr. J. S. KNAPP, Dentist, has removed his office from 104 [illegible] street, corner of St. Charles, to his new office and residence, No. 18 Baronne street, where he may be found in the constant practice of his profession in all its departments.

REMOVAL—R. H. MARR, Attorney at Law, has removed from No. 11 St. Charles street to No. 37 Camp street, up stairs. n15 1y

BUSINESS CARDS.

ADDISON & CO., Wholesale Grocers and Commission Merchants, 49 Poydras st., New Orleans.

ANDREWS & CO., JOHN W., Commission Merchants and Shipping Agents, 38 Gravier st.

L. W. ARTHUR. JOHN THOMAS.
ARTHUR & CO., L. W., Commission, Provision and Grocery Merchants, 39 and 40 New Levee.

BENSON, J., House, Sign and Ornamental Painter, Imitator of Woods and Marbles, [illegible] street, opposite Lafayette Square.

CARROLL, EDWARD J., Attorney at Law, No. [illegible] street, NewOrleans, La.

CHRISTY, W., Attorney at Law, Commissioner of the United States, and of [illegible] Union. Office, 22 St. Charles street.

DIBOLL, WM. O., Carpenter and Builder, No. 170 St. Joseph street, between St. Charles and Camp, [illegible] Jobbing of all descriptions [illegible] sonable terms. [illegible] repaired, and guaranteed [illegible] Blinds made and repaired. [illegible] 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.

DANIEL MAYES, formerly of Kentucky, late of Jackson, Miss., Attorney and Counsellor at Law and Solicitor in Chancery, and Acting Commissioner for the State of Kentucky to take Acknowledgment of Deeds, Affidavits and Depositions. Office No. [illegible] Camp street, NewOrleans. ap20 1y

EUBANK, J. J., Attorney at Law, No. 37 Gravier street, New Orleans. a15 1y

E. WOOD & CO., Ship Chandlers and Grocers, on the Levee, opposite Post 21, Second Municipality, and 5 Red Stores, Third Municipality, [illegible] assortment of Goods, which they will sell at reasonable prices.

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

GREENWOOD & CO., MOSES, Commission and Forwarding Merchants, 63 Gravier street. 1y

GEO. C. TAYLOR & CO., Dealers in Coffee, Gunny Bags, Rice and Western Produce, No. 65 Magazine street, NewOrleans.
☞ Mr. W. C. FITE is our authorized Agent to transact all business of the House, as per notarial act, passed this day before A. C. Ainsworth, Notary Public.
jy25 GEO. C. TAYLOR & CO.

A. D. GRIEFF. E. 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 [illegible] and 48 Old Levee, and No. 10 Front Levee, NewOrleans.

E. J. HART. L. S. MARKS. 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. fe18 1y

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

JONES, SAMUEL, Jr., (late TALBOT, JONES & Co., Baltimore,) Grocer and Forwarding Merchant, 40 Poydras street, NewOrleans. 1y

KENNETT & CO., FERDINAND, No. 63 Magazine street, Agency of the St. Louis Shot Tower, have constantly on hand a [illegible] assortment of DROP and BUCK SHOT, and BAR LEAD, from the St. Louis Shot Tower. d13 yd

R. H. MARR. WALKER BROOKE.
MARR & BROOKE, Attorneys at Law, 37 Camp street. ap8

MONAGHAN & RAREHIDE, Notaries Public, 79 Gravier street.—Geo. Rareshide, successor to A. C. Ainsworth, Esq.—Wm. Monaghan, successor to H. E. Ricardo, Esq., Notary Public for the [illegible] [illegible] attention paid to all [illegible] my16 6m

NICHOLS, B. F., Architect, office 27 Camp street, up stairs, continues to furnish Plans for Public Buildings, Stores, Dwellings, etc., etc., and to superintend their erection, and will endeavor to render a satisfactory service to all who may favor him with patronage. a11 1y

NUGENT & CO., RICHARD, Cotton Factors and Commission Merchants, 41 Union Row, Carondelet street. n15 1y

EDWARD R. OLCOTT. LEWELLYN W. SMITH.
OLCOTT & SMITH, Attorneys at Law, No. 13 St. Charles street. a15 1y

POMROY, EDWARD H., Commission and Forwarding Merchant, No. 68 Gravier street, New Orleans.

PICKLES, JONAS, dealer in Foreign and Domestic Liquors, Wines, etc., No. 4 Tchoupitoulas street, NewOrleans.
Cognac Brandy, Domestic Brandy, Holland Gin, Domestic Gin, Essence Peppermint, Webster's Wine Bitters, Cherry Brandy, Peach Brandy and Pure Spirits always on hand. m18 1y

PAYNE & HENDERSON, Wholesale Grocers, 20 and 22 Gravier street. a11 6mW

POOLE, WM. L., Notary Public, successor to Joseph B. Marks, office No. 25 Natchez street, opposite Banks Arcade, NewOrleans. 1y

PUIG, MIR & CO., Commission Merchants, 88 St. Louis street. a11 1y

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

G. W. RACE. W. E. FOSTER.
RACE & FOSTER, Attorneys and Counsellors at Law—Office, 14 Exchange Place, N.O. a15 1y

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SEYMOUR & BRO., Carpenters and Joiners, No. 50 Union street, between Carondelet and Baronne streets, NewOrleans.

SOUTHMAYD, FRED'K R., Real Estate General Agency for the purchase and sale, leasing or improving of Real Estate, 49 Gravier street, NewOrleans.
References—Samuel J. Peters, C. Adams, Jr., Jas. Robb, Thomas Sloo, Esqrs. 1y

THEODORE O. STARK, Notary Public. GEORGE W. CHRISTY, Attorney at Law.
STARK & CHRISTY, Office No. 19 Banks Arcade, NewOrleans. ap30

TOWNSEND, TOMPKINS & CO., Wholesale Dealers in Foreign and Domestic Dry Goods, No. 4 Magazine street.

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

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

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

WATERMAN & CO., J., Importers and Wholesale Dealers in Hardware, Cutlery, [illegible] Nails, etc. (sign of the Anvil) No. 14 Magazine street, corner of Common, NewOrleans.

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

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COPARTNERSHIP—The undersigned having this day associated with him Mr. HENRY R. HALL, the business will hereafter be conducted under the firm of A. F. COCHRAN & Co....NewOrleans, May 1, 1851.
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