New Orleans Daily Crescent.

OFFICIAL JOURNAL.

COMMON COUNCIL.

BOARD OF ALDERMEN.

TUESDAY, May 11, 1858.

The Board met this day pursuant to adjournment.
Members present: Messrs. Delahaye, Dupre, Howell, Landry, Vennard and Wiltz—6.
Mr. Landry was called to the chair.
The reading of the minutes was, on motion, dispensed with.
The following message was read, and laid on the table subject to call:

MAYORALTY OF NEW ORLEANS, City Hall, May 11, 1858.

To the Common Council:
Gentlemen—It becomes my painful duty to announce to your honorable body the death of Mr. William M. Fleming, late a member of the Board of Assistant Aldermen, representing the Fourth Ward of this city.
He died on Wednesday last, the 5th inst., aged 48 years, after a residence of eighteen years in New Orleans.
Mr. Fleming was a native of Kentucky. He has represented this city in the State Legislature, and in the City Council; and in all positions of life, wherever placed, he has exhibited those traits of character which have rendered him remarkable for his kindness of heart and devotion to justice. He leaves an afflicted wife and many warm friends to mourn his death.
Your obedient servant,
CHAS. M. WATERMAN, Mayor.

The rules being suspended, Mr. Dupre offered the following preamble and resolutions, which were read, and, on motion, were referred to the Committee on Streets and Landings, with instructions to report at the next sitting of the Board:
Whereas, the Mississippi river in its pressure of high water, from time to time, threatens our city with an overflow of its banks and levees, too insecurely kept from our upper limit to the Sauve's plantation, in the parish of Jefferson.
Whereas, the damage to property and commerce, in the event of such a calamity, would be incalculable; and
Whereas, it is a duty the Common Council owes the city, and its inhabitants to guard against such a contingency, regardless of expense, in order to protect the city in her most vital interests from disaster by the negligence of others beyond our limits; therefore,
Be it resolved, That the Comptroller be and he is hereby authorized to sell, after ten days notice in the official journal, a contract for the construction of a shell road, twenty feet in width, on the top of said levee, from Nayades street to Lake Pontchartrain, the whole work to be executed in accordance with the plans and specifications on file in the Surveyor's office, and the sales to be subject to the approval or rejection of the Common Council.
The rules being suspended, Mr. Wiltz offered the following preamble and resolutions, which were read twice and unanimously adopted:
Whereas, this Common Council have learned with regret the death of Wm. M. Fleming, late a member of the Board of Assistant Aldermen from the Fourth Ward; therefore,
Be it resolved, That the members of this Board wear the usual badge of mourning for thirty days.
Resolved, That the members of this Board will, as a mark of respect to the memory of the deceased, this Board do now adjourn until Tuesday evening next, the 18th instant, at 6 o'clock, and that the Secretary be requested to forward a copy of this resolution to the widow of the deceased.

JAS. A. HOPKINS, Secretary.

MEDICAL HOUSE, No. 82 Customhouse street, near Royal street.—For the Speedy Cure of Old Chronic, Secondary, Syphilitic and all Private Diseases, without Mercury, hindrance from business, or exposure to friends, and a cure guaranteed in all cases.
The unparalleled success which has attended Dr. James' practice in all parts of the United States and Europe, the many remarkable cures he has effected, which have been published from time to time, by the most eminent physicians, justifies him in offering his services to the confidence of the afflicted. The following are some of the diseases treated: "Private," and all which, in conjunction with newly discovered Remedies, Dr. James performs with celebrity, namely: Syphilis, primary, secondary and tertiary, Stricture, Urethral Discharge, Gonorrhea, Gonorrhea Nocturnal Emissions, Periodical Affections of females, Seminal weakness, Impotency, Gleet, Diseases of the Urinary Organs, Inflammation of the Bladder and Kidneys, Rheumatism, Hydrocele, Cancers, Ulcers, Tumors and all Diseases of the Skin.
Youth and even adult age, middle age, and old age, many of those who have privately and improperly injured themselves in their secret and solitary habit which ruins the body and mind, unfitting them for either business or society. The Consequences of Debility or Impotency. The following are some of the sad and melancholy effects produced by early habits of youth, viz: Weakness of the Back and Limbs, Pains in the Head, Dimness of Vision, Loss of Muscular Power, Palpitation of the Heart, Dyspepsia, Nervousness, Irritability, Symptoms of Consumption, etc. Mentally, the fearful effects on the mind are more to be dreaded. Loss of Memory, Confusion of Ideas, Depression of Spirits, Evil Forebodings, Aversion to Society, Self-Distrust, Love of Solitude, Timidity, etc. Women can be cured as easily as men.
All persons afflicted with any of the above symptoms should not fail to call on Dr. James and be at once restored to perfect health. It will be a pleasing reflection for him to reflect and save yourself from the awful and dreadful consequences of this terrible malady.
Weakness of the organs immediately cured, and full vigor restored.
Remember, "The Medical House of Dr. James" is 82 Customhouse street.
Private and separate rooms reserved. Hours of attendance from 8 A. M. to 8 P. M.
Consultations free and strictly confidential.
P. S.—Recent cases of Gonorrhea cured in twenty-four hours, or no pay. DR. JAMES,
may 11 tf 82 Customhouse street.

VIRGINIA AND MARYLAND HOGSHEADS for Sale—Removal from Keyhandle street.
WALTER L. CAMPBELL has purchased Nos. 71 and 73 Barone street, where he will be found early in the fall with a large lot of Virginia and Maryland Hogsheads for sale. He is preparing ample and healthy quarters for the increased business he intends conducting the coming season. The new house is between Gravier and Common, on Barone street, which is the second street due west from the St. Charles Hotel, and is convenient to all the steamboats and hotels.
WALTER L. CAMPBELL,
71 and 73 Barone street,
au11 1yAW between Gravier and Common.

NOTICE TO STEAMBOATS—ASH WOOD FOR SALE.—At all times may be had at the Depot of L. Orcutt Tete Railroad, in West Baton Rouge parish, the very best high land DRY ASH WOOD. Now on hand upwards of 3000 cords, for which the railroad daily delivers from 30 to 40 cords. Steamboats may rely upon getting superior wood at fair prices.
ad 2m

J. H. TYLER & CO., COMMISSION MERCHANTS and Brokers in Calcutta Goods, Drugs, Dye Stuffs and General Merchandise, Agents for Philadelphia Flint and Green Glass Works, 42 Pine street, New York.
JESSE H. TYLER.....WM. P. CONVERSE,
Late of Converse & Co., New Orleans,
Will give prompt attention to the purchase and shipment of all kinds of Merchandise, including Chemicals, Oils, Gutta Percha and Rubber Goods, Belting, etc. Charges for purchase and sale will be the usual broker's commission.
au2 2m*

MONEY! MONEY!!—LOAN OFFICE.—LOUIS BLANC, No. 47 Canal street, between Chartres and Exchange Place.
MONEY LOANED ON LIBERAL TERMS—All descriptions of JEWELRY and RICH FANCY GOODS TAKEN ON DEPOSIT.
ad 1y

THE UNDERSIGNED, WISHING TO CLOSE their season stock, offer for sale, at reduced prices, Goods, such as Barege and Organdy Robes, Muslins, Merinoes, Flowers, Marquises, etc. RICHARD ALOIZE & CO.,
ad3 1m 35 Chartres street.

FOUNDRY AND MACHINE-SHOP.—MASON & PATTERSON, corner of Delord and New Levee streets.—The undersigned are prepared to manufacture STEAM ENGINES, BOILERS and MACHINERY of all kinds for Steam Boats, Sugar Plantations, Saw Mills, Cotton Presses, Draining Machines and Railroads, Gin Gearing, Horse Power, Fire Fronts, Furnace Mouths, Grate Bars, Gudgeons, or otherwise, as they are agents for several patentees of Grate Bars, Brass Work of all kinds, such as Gauge Cocks and Valves, of every description; Steam Whistles, Cotton Screws, Gun Metal Rings, etc. Blacksmith Work for Steam Boats, Saw Mills, or Machinery of any description that may be required.
They have on hand at all times Grate Bars, Wheel Stirrups, Flange Bolts, Guage Cocks, Valves of all sizes used by Steam Boats.
Thankful for the liberal patronage heretofore bestowed upon them, they hope, by assiduous attention to their business, to merit a continuance of the same.
McCAN & PATTERSON.
au13 1y

CHAS. C. GAINES & CO., IMPORTERS AND DEALERS IN FOREIGN AND DOMESTIC HARDWARE, CUTLERY, etc., No. 28 Magazine and 40 Gravier streets, have on hand, and are constantly receiving street from the Manufactories:
Nails, Castings, Axes; Carpenter's Tools;
Hoes, Spades and Shovels; Corn and Coffee Mills;
Ox and Log Chains; Cotton and Manilla Rope;
Fifth and Trace Chains; Mill, Pit and Cross Cut Saws;
Anvils, Vices and Bellows; Counter and Platform Scales;
Stocks and Dies, Screw Plates; Andirons and Fenders;
Hampers and Tongs; Shovels and Tongs;
Grind Stones, all sizes; Cotton and Wool Cards;
Hand Hinges; Iron and Brass Screws;
Tin Ware; Rodgers' Cutlery.
Together with a large assortment of Fancy Goods, viz: Combs, Brushes, Perfumery, Paper and Blank Books, etc., which are offered at the lowest prices for cash or city paper. no28 1y

F. N. CORBY. J. S. BOCKIUS.
SICKLES & CO., DRUGGISTS AND APOTHECARIES, 86 and 90 Canal street, New Orleans—Importers of and Wholesale Dealers in DRUGS, MEDICINES, Surgical Instruments, etc.
Shipping, Steamboat, Plantation and Family Medicines put up with particular care and guaranteed fresh and genuine.
ap 1y

SUNDRIES—SUNDRIES—SUNDRIES—
25 kegs Scheit Stores;
20 puncheons Jamaica Rum;
125 quarter casks Bordeaux Claret;
60 do do Royal Company Port;
50 do do Chambers Pure Juice Port;
16 octavas Castello Sherry;
50 qr. casks Topaz do;
50 do Crown do;
15 do Delmonico Madeira;
18 do B. & C. do;
100 cases Vieux Cognac, 1815.
25 do Imperial London Dock Port;
25 do Howard, Marsh & Co.'s Madeira;
25 do Camp de Lubas do;
100 bbls Bourbon Whiskey;
100 do Monongahela do;
25 do Old Monitaile New Whiskey;
1 puncheon Scotch Whiskey. For sale by
SAM'L WOLFF,
may3 corner of Gravier and New Levee streets.

COMPTROLLER--OFFICIAL.

COMPTROLLER'S OFFICE, City of New Orleans, May 11, 1858.
[No. 3912.]

Resolved, That the Comptroller be and he is hereby authorized to sell to the lowest bidder, after sixty days notice in the official journal, a contract for taking down and removing the triangular market house, known as the St. Mary's Vegetable Market, at the junction of Annunciation and Tchoupitoulas streets, the whole as per specifications on file in the Surveyor's office, and the said adjudication to be subject to the approval or rejection of the Common Council.
[Signed] J. MAGIONI, President Board of Assistant Aldermen.
[Signed] H. M. SUMMERS, President Board of Aldermen.
Approved April 29, 1858.
[Signed] CHAS. M. WATERMAN, Mayor.

Notice is hereby given that on MONDAY, 24th inst., I will adjudicate at my office, at 12 o'clock M., the above contract.
my11 '2t T. THEARD, Comptroller.

SPECIFICATIONS for the contract for taking down and removing the triangular market-house, known as St. Mary's Vegetable Market, at the junction of Annunciation and Tchoupitoulas streets.
The contractor shall take down and remove the slating, framing, sheathing of the roof, gutters and conductors, ceiling, iron columns, granite basis, sills, steps and flagging, in fact all the materials belonging to said market-house.
All the slates of the roof, all the iron columns, the granite basis of the columns, the granite sills and steps, the flagging of the market, and the girders and joists shall be the property of the city, and shall be landed away and nicely piled by the contractor, on the square of ground in front of the St. Mary's Market, and comprised between North Market, South Market, New Levee and Fulton streets; and all the other materials shall be the property of the contractor and shall be removed and landed away by him.
In demolishing said market the contractor shall use all care so as not to break and injure the adjoining buildings; the bricks, materials of the building, as all damages done to the same through the carelessness of the contractor, shall be valued by the Surveyor and the amount deducted out of the contract price.
The whole work to be done under the supervision of the City Surveyor, and to be performed to the entire satisfaction of said officer.
All necessary labor and hauling shall be furnished and paid for by the contractor.
The contractor shall be bound to begin the work in the ten days following the approval of the adjudication by the Common Council, and to complete the same three days after, under a penalty of twelve dollars per day for each and every day there after the same is not completed.
Security to an amount of $600 shall be required to guarantee the faithful performance of the contract.
Payments in cash on the completion of the work and acceptance of the same by the City Surveyor.
It is well understood that in case of failure by the contractor to begin or finish the work, or any part thereof, within the period fixed, or in case the Council be dissatisfied with the manner in which the work is being executed, the Council shall have the right to annul the contract without putting the contractor in default, as required by article 1905 of the Civil Code, and without applying to a court of justice to annul the same, and without judicial demand; and it is also well understood that in case the contractor shall at any time abandon the work, or not finish and complete the same in conformity with the contract, the said contractor shall forfeit all claims he may have for any part of the work done by him up to the date of the abandonment; and that the city shall be thereby discharged from any and all liability therefor; and it is also well understood that in case the contract be resold, the contractor and his securities shall be held and bound, in solido, to pay into the city all loss or difference between the price at which the contractor originally contracted to perform the work, and the price at which it may be adjudicated at a resale or readjudication.
Bids to be per running foot of sidewalks complete, including the turning of the corners.
New Orleans, May 3, 1858.
[Signed] LOUIS H. PILIE, City Surveyor.
Approved by the Committees on Streets and Landings of both Boards of the Common Council.
[Signed] H. T. VENNARD, [Signed] JNO. E. HOLLAND, } Chairmen.
Registered May 7, 1858.
may8 2tt HENRY DUREL, Clerk of Comptroller.

COMPTROLLER'S OFFICE, City of New Orleans, May 8, 1858.
[No. 3889.]

Resolved, That the Comptroller sell after five days advertisement in the official journal, the contract for making brick walks, from Poydras street to Common street, with round stones, in accordance with specifications in the Surveyor's office; said sale to be made subject to the approval of the Common Council.
[Signed] J. MAGIONI, President Board of Assistant Aldermen.
[Signed] H. M. SUMMERS, President Board of Aldermen.
Approved April 19, 1858.
[Signed] CHAS. M. WATERMAN, Mayor.

[No. 3892.]

Resolved, That the Comptroller be and he is hereby authorized to sell to the lowest bidder or bidders, after five days advertisement in the official journal, the contract for making brick sidewalks bordered by curb stones and wooden gutters, in section comprised between Elysian Fields street, from Ronsan to John-on street, excepting Marigny and the east side of Elysian Fields to Lesseps's Hospital, and Marigny to Josephine street, and Mandeville to Soboleti street, in accordance with the petition, specifications of the Surveyor and section 119 of the new city charter. Said adjudication to be subject to the approval or rejection of the Common Council.
[Signed] J. MAGIONI, President Board of Assistant Aldermen.
[Signed] H. M. SUMMERS, President Board of Aldermen.
Approved April 29, 1858.
[Signed] CHAS. M. WATERMAN, Mayor.

Notice is hereby given that on WEDNESDAY, 26 of June next, I will adjudicate, at my office at 12 o'clock M., the above contract.
my8 2tt T. THEARD, Comptroller.

SPECIFICATIONS for the contracts for the construction of brick sidewalks, bordered by curbstones and wooden gutters, on both sides of all the streets in the section comprised between Elysian Fields, Press, Love and St. Avid streets; also, on the east side of Elysian Fields street to Lesseps's Hospital; also, on both sides of Marigny to Josephine street; and also, on both sides of Mandeville street to Soboleti street, except where brick sidewalks, bordered by curb stones, are already constructed.
CONTRACTS.—The sidewalks shall be adjudicated into four different and separate contracts, as follows to wit:
First Contract—All the sidewalks having eight feet in width.
Second Contract—All the sidewalks having nine feet in width.
Third Contract—All the sidewalks having ten feet in width.
Fourth Contract—All the sidewalks having twelve feet in width.
CURBSTONES.—Hewed and dressed curbstones shall line the sidewalks, of North river blue stones or other stones of equally good quality with them, hewed, dressed on the top to answer the tenons of the slabs, from three to four feet long, and from ten to thirty inches wide, and not less than three and a half inches thick. They shall be well set in good joints, and in a workmanlike manner, and all end with square ones nicely cut through the same, where desired for draining lots. They shall be duly traversed in lengths of ten feet, and be true and level throughout the work, according to the directions and levels to be given by the City Surveyor, and such curbstone shall have a slope of three inches for a foot of their height, towards the line of the adjoining street. The height from the top of the curbstone, shall also be duly fixed and backed in the most approved manner, to prevent crevice wash and sinking of bricks, usually experienced from negligence in this respect; and no curb stones less than three and a half inches thick, or shorter than three feet, and bevelled in no case less than six inches wide, shall be allowed to project above the surface of the adjoining gutter shall be admitted in the work.
WOODEN GUTTERS—The gutters shall be made of the best saw-mill cypress, twelve inches wide by four inches thick, in lengths of not less than twenty feet, (except in cases where shorter lengths are necessary) halved and scarfed ten inches at the joinings, and spiked down with two spikes, commencing at five feet, with oak pins not less than four feet long by two inches in diameter, driven through suitable anger holes in the gutter planks, (spikes and pins to be driven flush with the surface of the gutters) and shall be bevelled to suit, and on the other or outside edge it is to have notches of eight inches long by two inches deep, and recess of six inches wide, to receive the ends of braces of not less than four feet long by eight inches wide and two inches thick, pointed at the end which enters the ground, will be firmly driven down and spiked on the outer plank. The braces of cypress shall be cut up, broken, and well rammed, and made level, and graded smoothly, with a declivity or slope towards the outlines of one-half of an inch per foot. The ground, where the gutter is to be placed, shall be of dry river sand, four inches thick and solidly bedded therein in herring-bone, regularly laid in close joints, without any rugged or hollow places, so that the pavement will bear a straight edge, otherwise it will be rejected. The round brick gutters across the sidewalks shall be built by the contractor without extra compensation, wherever desired for draining lots.
ROUND STONES PAVING.—The round stones shall be sea shore or bank stones of the best quality, not less than six inches long. They shall be laid on a bed of river sand, at least four inches thick, in a workmanlike manner, and so as to touch each other and make close and broken joints. Prior to laying the round stone paving, the roadway shall be picked and graded by the contractor in accordance with the grade and rounding to be given by the City Surveyor, and shall receive a coating of river sand, four inches in thickness. The round stone pavement shall then be laid, the joints shall be filled up with dry river sand, and after the work has been settled the same down, the paving shall be well rammed in twice, and the joints shall be filled up with lake shells or London gravel; and after a sufficient time has elapsed, it shall be well compressed with a 600 pound roller, and covered with a coating of fifteen inches of lake shells or London gravel and sharp sand mixed, and the carriage way then to be opened for travel.
GENERAL CLAUSES.—The earth picked out of the street shall be the property of the contractor, and shall be removed and hauled away by him.
All the materials shall be of the best quality and shall be furnished by the contractor as well as the labor.
The contractor shall bind himself to keep the paving in perfect order and repair for one year after the completion.
The contractor shall be bound to begin the work in the ten days following the approval of the adjudication by the Common Council, and to complete the same, as follows, to-wit: The contractor for the eight foot sidewalks within six months; and the contractor for the ten foot sidewalks within twelve months; and the contractor for the ten foot sidewalks within twelve months; and should they fail so to do, they shall be liable each in a fine of ten dollars per day for each and every day thereafter the same is not completed.
Good and solvent security to guarantee the faithful performance of the contracts shall be required as follows, to-wit:
To an amount of $2,000 from the contractor of the first contract.
To an amount of $2,000 from the contractor of the second contract.
To an amount of $1,500 from the contractor of the fourth contract.
Payments to be made on the completion of each three or more squares and acceptance of the same by the City Surveyor. Said payments to be made by the property-holders on the certificates of the City Surveyor, in conformity with section 119 of the new city charter, either in cash or in notes at six and twelve months, bearing eight per cent. interest per annum from the date of acceptance of the work, and to be collected by the contractors, and the city not to be held liable or responsible for any of said bills, should the same not be paid; and the contractors to be subrogated to all the rights of the city to sue and seize the property in case of non payment of any or all of said bills.
The contractors shall pay into the City Treasury, prior to receiving their certificates, the cost of publication of the petitions of the property holders; it being well understood that said contractors shall have the right of demanding of said petitioners the reimbursement of said costs of publication.
It is well understood that in case of failure by the contractors to begin or finish the work, or any part thereof within the period fixed, or in case the Council be dissatisfied with the manner in which it is being executed, the Council shall have the right to annul the contracts without putting the contractors in default as required by article 1905 of the civil code, and without applying to a court of justice to annul the same, and without judicial demand; and it is also well understood that in case the contractors shall at any time abandon the work, or not finish and complete the same in conformity with the contracts, the said contractors shall forfeit all claims they may have for any part of the work done by them up to the date of the abandonment; and that the city shall be thereby discharged from any and all liability therefor; and it is also well understood that in case the contracts be resold, the contractors and their securities shall be held and bound, in solido, to pay into the city all loss or difference between the price at which the contractors originally contracted to perform the work, and the price at which it may be adjudicated at a resale or readjudication.
Bids to be per running foot of sidewalk complete, including the turning of the corners.
New Orleans, May 3, 1858.
[Signed] LOUIS H. PILIE, City Surveyor.
Approved by the Committees on Streets and Landings of both Boards of the Common Council.
[Signed] H. T. VENNARD, [Signed] JOHN E. HOLLAND, } Chairmen.
Registered May 7th, 1858.
may8 2tt HENRY DUREL, Clerk of Comptroller.

SPECIFICATIONS for the contract for paving with round stones Franklin street, from Poydras to Common street.
REGRADING OF THE SIDEWALKS.—The sidewalks on both sides of said Franklin street, from Poydras to Common street, which may be found out of grade by the City Surveyor, shall be taken up and regraded by the contractor in the following manner, to-wit:
The contractor shall take up the curbstones and bricking of the sidewalks and relay the same according to the lines and grades to be given by the City Surveyor. The curbstones shall be well set, in good joints and in a workmanlike manner, and shall have a slope of three inches for every foot of their height, towards the line of the adjoining street. They shall be solidly fixed and backed in the most approved manner, to prevent crevice wash and sinking of bricks usually experienced from negligence in this respect.
The gutter stones shall be taken up and relaid by the contractor, according to the directions to be given by the Surveyor, and on a bed of lake shells or London gravel, and sand mixed of four inches in thickness, which shall be firmly rammed and made solid previous to laying the gutter stones; and said gutter stones shall be well set in good joints, and in a workmanlike manner, and shall end with square ones nicely cut through the same, where desired for draining lots. They shall be duly traversed in lengths of ten feet, and be true and level throughout the work, according to the directions and levels to be given by the City Surveyor, and such curbstone shall have a slope of three inches for a foot of their height towards the line of the adjoining street. The height from the top of the curbstone, shall also be duly fixed and backed in the most approved manner, to prevent crevice wash and sinking of bricks, usually experienced from negligence in this respect; and no curb stones less than three and a half inches thick, or shorter than three feet, and bevelled in no case less than six inches wide, shall be allowed to project above the surface of the adjoining gutter shall be admitted in the work.
WOODEN GUTTERS—The gutters shall be made of the best saw-mill cypress, twelve inches wide by four inches thick, in lengths of not less than twenty feet, (except in cases where shorter lengths are necessary) halved and scarfed ten inches at the joinings, and spiked down with two spikes, commencing at five feet, with oak pins not less than four feet long by two inches in diameter, driven through suitable anger holes in the gutter planks, (spikes and pins to be driven flush with the surface of the gutters) and shall be bevelled to suit, and on the other or outside edge it is to have notches of eight inches long by two inches deep, and recess of six inches wide, to receive the ends of braces of not less than four feet long by eight inches wide and two inches thick, pointed at the end which enters the ground, will be firmly driven down and spiked on the outer plank. The braces of cypress shall be cut up, broken, and well rammed, and made level, and graded smoothly, with a declivity or slope towards the outlines of one-half of an inch per foot. The ground where the gutter is to be placed, shall be of dry river sand, four inches thick and solidly bedded therein in herring-bone, regularly laid in close joints, without any rugged or hollow places, so that the pavement will bear a straight edge, otherwise it will be rejected. The round brick gutters across the sidewalks shall be built by the contractor without extra compensation, wherever desired for draining lots.
ROUND STONE PAVING.—The round stones shall be sea shore or bank stones of the best quality, not less than six inches long. They shall be laid on a bed of river sand, at least four inches thick, in a workmanlike manner, and so as to touch each other and make close and broken joints. Prior to laying the round stone paving, the roadway shall be picked and graded by the contractor in accordance with the grade and rounding to be given by the City Surveyor, and shall receive a coating of river sand, four inches in thickness. The round stone pavement shall then be laid, the joints shall be filled up with dry river sand, and after the work has been settled the same down, the paving shall be well rammed in twice, and the joints shall be filled up with lake shells or London gravel; and after a sufficient time has elapsed, it shall be well compressed with a 600 pound roller, and covered with a coating of fifteen inches of lake shells or London gravel and sharp sand mixed, and the carriage way then to be opened for travel.
GENERAL CLAUSES.—The earth picked out of the street shall be the property of the contractor, and shall be removed and hauled away by him.
All the materials shall be of the best quality and shall be furnished by the contractor as well as the labor.
The contractor shall bind himself to keep the paving in perfect order and repair for one year after the completion.
The contractor shall be bound to begin the work in the ten days following the approval of the adjudication by the Common Council, and to complete the same, as follows, to-wit: The contractor for the eight foot sidewalks within six months; and the contractor for the ten foot sidewalks within twelve months; and the contractor for the ten foot sidewalks within twelve months; and should they fail so to do, they shall be liable each in a fine of ten dollars per day for each and every day thereafter the same is not completed.
Good and solvent security to guarantee the faithful performance of the contracts shall be required as follows, to-wit:
To an amount of $2,000 from the contractor of the first contract.
To an amount of $2,000 from the contractor of the second contract.
To an amount of $1,500 from the contractor of the fourth contract.
Payments to be made on the completion of each three or more squares and acceptance of the same by the City Surveyor. Said payments to be made by the property-holders on the certificates of the City Surveyor, in conformity with section 119 of the new city charter, either in cash or in notes at six and twelve months, bearing eight per cent. interest per annum from the date of acceptance of the work, and to be collected by the contractors, and the city not to be held liable or responsible for any of said bills, should the same not be paid; and the contractors to be subrogated to all the rights of the city to sue and seize the property in case of non payment of any or all of said bills.
The contractors shall pay into the City Treasury, prior to receiving their certificates, the cost of publication of the petitions of the property holders; it being well understood that said contractors shall have the right of demanding of said petitioners the reimbursement of said costs of publication.
It is well understood that in case of failure by the contractors to begin or finish the work, or any part thereof within the period fixed, or in case the Council be dissatisfied with the manner in which it is being executed, the Council shall have the right to annul the contracts without putting the contractors in default as required by article 1905 of the civil code, and without applying to a court of justice to annul the same, and without judicial demand; and it is also well understood that in case the contractors shall at any time abandon the work, or not finish and complete the same in conformity with the contracts, the said contractors shall forfeit all claims they may have for any part of the work done by them up to the date of the abandonment, and that the city shall be thereby discharged from any and all liability therefor; and it is also well understood that in case the contracts be resold, the contractors and their securities shall be held and bound, in solido, to pay into the city all loss or difference between the price at which the contractors originally contracted to perform the work, and the price at which it may be adjudicated at a resale or readjudication.
Bids to be per running foot of sidewalk complete, including the turning of the corners.
New Orleans, April 30, 1858.
[Signed] LOUIS H. PILIE, City Surveyor.
Approved by the Committees on Streets and Landings of both Boards of the Common Council.
[Signed] H. T. VENNARD, [Signed] JOHN E. HOLLAND, } Chairmen.
Registered May 7, 1858.
may8 2tt HENRY DUREL, Clerk of Comptroller.

SPECIFICATIONS for the contracts for the construction of brick sidewalks, bordered by curbstones and wooden gutters, on both sides of Bienville street, from Rampart to Johnson street, except where brick sidewalks are already constructed.
WIDTH.—The sidewalks shall be 25 feet in width.
CURBSTONES.—Hewed and dressed curbstones shall line the sidewalks, of North river blue stones, or other stones of equally good quality with them, hewed, dressed on the top to answer the tenons of the slabs, from three to four feet long, and from ten to thirty inches wide, and not less than three and a half inches thick. They shall be well set in good joints, and in a workmanlike manner, and all end with square ones nicely cut through the same, where desired for draining lots. They shall be duly traversed in lengths of ten feet, and be true and level throughout the work, according to the directions and levels to be given by the City Surveyor, and such curbstone shall have a slope of three inches for a foot of their height towards the line of the adjoining street. The height from the top of the curbstone, shall also be duly fixed and backed in the most approved manner, to prevent crevice wash and sinking of bricks, usually experienced from negligence in this respect; and no curb stones less than three and a half inches thick, or shorter than three feet, and bevelled in no case less than six inches wide, shall be allowed to project above the surface of the adjoining gutter shall be admitted in the work.
WOODEN GUTTERS—The gutters shall be made of the best saw-mill cypress, twelve inches wide by four inches thick, in lengths of not less than twenty feet, (except in cases where shorter lengths are necessary) halved and scarfed ten inches at the joinings, and spiked down with two spikes, commencing at five feet, with oak pins not less than four feet long by two inches in diameter, driven through suitable anger holes in the gutter planks, (spikes and pins to be driven flush with the surface of the gutters) and shall be bevelled to suit, and on the other or outside edge it is to have notches of eight inches long by two inches deep, and recess of six inches wide, to receive the ends of braces of not less than four feet long by eight inches wide and two inches thick, pointed at the end which enters the ground, will be firmly driven down and spiked on the outer plank. The braces of cypress shall be cut up, broken, and well rammed, and made level, and graded smoothly, with a declivity or slope towards the outlines of one-half of an inch per foot. The ground where the gutter is to be placed, shall be of dry river sand, four inches thick and solidly bedded therein in herring-bone, regularly laid in close joints, without any rugged or hollow places, so that the pavement will bear a straight edge, otherwise it will be rejected.
GENERAL CLAUSES.—All the materials shall be of the best quality, and shall be furnished by the contractor, as well as the labor.
The contractor shall bind himself to begin the work in the ten days following the approval of the adjudication by the Common Council, and to complete the same six days after, under a penalty of ten dollars per day for each and every day thereafter the same is not completed.
Security to an amount of $500 shall be required to guarantee the faithful performance of the contract.
Payments to be made on the completion of the work and acceptance of the same by the City Surveyor. Said payments to be made by the property-holders on the certificates of the City Surveyor, in conformity with section 119 of the new City Charter, and to be collected by the contractor, and the city shall not be held responsible for any of said bills, should the same not be paid; and said contractor shall be subrogated to all the rights of the city to sue and seize the property in case of non-payment of any or all of said bills.
New Orleans, April 30, 1858.
[Signed] LOUIS H. PILIE, City Surveyor.
Approved by the Committees on Streets and Landings of both Boards of the Common Council.
[Signed] H. T. VENNARD, [Signed] JNO. E. HOLLAND, } Chairmen.
Registered May 7th, 1858.
may8 2tt HENRY DUREL, Clerk of Comptroller.

COMPTROLLER--OFFICIAL.

year; said lighting to be done in accordance with specifications on file in the Surveyor's office, and said Four contracts to be subject to the approval or rejection of the Common Council.
[Signed] A. LANDRY, President pro tem. Board of Aldermen.
[Signed] J. MAGIONI, President Board of Assistant Aldermen.
Approved April 22, 1858.
[Signed] CHAS. M. WATERMAN, Mayor.

Notice is hereby given, that on SATURDAY, the 15th day of May, 1858, I will adjudicate at my office, at 12 o'clock, M., the above contracts.
my8 7t T. THEARD, Comptroller.

SPECIFICATIONS for the contract for paving with round stones Franklin street, from Poydras to Common street.
REGRADING OF THE SIDEWALKS.—The sidewalks on both sides of said Franklin street, from Poydras to Common street, which may be found out of grade by the City Surveyor, shall be taken up and regraded by the contractor in the following manner, to-wit:
The contractor shall take up the curbstones and bricking of the sidewalks and relay the same according to the lines and grades to be given by the City Surveyor. The curbstones shall be well set, in good joints and in a workmanlike manner, and shall have a slope of three inches for every foot of their height, towards the line of the adjoining street. They shall be solidly fixed and backed in the most approved manner, to prevent crevice wash and sinking of bricks usually experienced from negligence in this respect.
The gutter stones shall be taken up and relaid by the contractor, according to the directions to be given by the Surveyor, and on a bed of lake shells or London gravel, and sand mixed of four inches in thickness, which shall be firmly rammed and made solid previous to laying the gutter stones; and said gutter stones shall be well set in good joints, and in a workmanlike manner, and shall end with square ones nicely cut through the same, where desired for draining lots. They shall be duly traversed in lengths of ten feet, and be true and level throughout the work, according to the directions and levels to be given by the City Surveyor, and such curbstone shall have a slope of three inches for a foot of their height towards the line of the adjoining street. The height from the top of the curbstone, shall also be duly fixed and backed in the most approved manner, to prevent crevice wash and sinking of bricks usually experienced from negligence in this respect; and no curb stones less than three and a half inches thick, or shorter than three feet, and bevelled in no case less than six inches wide, shall be allowed to project above the surface of the adjoining gutter shall be admitted in the work.
WOODEN GUTTERS—The gutters shall be made of the best saw-mill cypress, twelve inches wide by four inches thick, in lengths of not less than twenty feet (except in cases where shorter lengths are necessary) halved and scarfed ten inches at the joinings, and spiked down with two spikes, commencing at five feet, with oak pins not less than four feet long by two inches in diameter, driven through suitable anger holes in the gutter planks, (spikes and pins to be driven flush with the surface of the gutters) and shall be bevelled to suit, and on the other or outside edge it is to have notches of eight inches long by two inches deep, and recess of six inches wide, to receive the ends of braces of not less than four feet long by eight inches wide and two inches thick, pointed at the end which enters the ground, will be firmly driven down and spiked on the outer plank. The braces of cypress shall be cut up, broken, and well rammed, and made level, and graded smoothly, with a declivity or slope towards the outlines of one-half of an inch per foot. The ground where the gutter is to be placed, shall be of dry river sand, four inches thick and solidly bedded therein in herring-bone, regularly laid in close joints, without any rugged or hollow places, so that the pavement will bear a straight edge, otherwise it will be rejected.
GENERAL CLAUSES.—All the materials shall be of the best quality, and shall be furnished by the contractor, as well as the labor.
The contractor shall bind himself to begin the work in the ten days following the approval of the adjudication by the Common Council, and to complete the same six days after, under a penalty of ten dollars per day for each and every day thereafter the same is not completed.
Security to an amount of $500 shall be required to guarantee the faithful performance of the contract.
Payments to be made on the completion of the work and acceptance of the same by the City Surveyor. Said payments to be made by the property-holders on the certificates of the City Surveyor, in conformity with section 119 of the new City Charter, and to be collected by the contractor, and the city shall not be held responsible for any of said bills, should the same not be paid; and said contractor shall be subrogated to all the rights of the city to sue and seize the property in case of non-payment of any or all of said bills.
The contractor shall pay into the City treasury, prior to receiving his certificates, the cost of publication of the petition of the prop rty holders; it being well understood that said contractor shall have the right of demanding of said petitioners the reimbursement of said costs of publication.
It is well understood that in case of failure by the contractor to begin or finish the work, or any part thereof within the period fixed, or in case the Council be dissatisfied with the manner in which the work is being executed the Council shall have the right to annul the contract without putting the contractor in default, as required by article 1905 of the Civil Code, and without applying to a court of justice to annul the same, and without judicial demand; and it is also well understood, that in case the contractor shall at any time abandon the work, or not finish and complete the same in conformity with the contract, the said contractor shall forfeit all claims he may have for any part of the work done by him up to the date of the abandonment, and the city shall be thereby discharged from any and all liability therefor; and it is also well understood, that in case the contract be resold, the contractor and his securities shall be held and bound, in solido, to pay into the city all loss or difference between the price at which the contractor originally contracted to perform the work and the price at which it may be adjudicated at a resale or readjudication.
Bids to be per running foot of sidewalk complete, including the turning of the corners.
New Orleans, April 30, 1858.
[Signed] LOUIS H. PILIE, City Surveyor.
Approved by the Committees on Streets and Landings of both Boards of the Common Council.
[Signed] H. T. VENNARD, [Signed] JOHN E. HOLLAND, } Chairmen.
Registered May 7th, 1858.
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