New Orleans Daily Crescent.
WEDNESDAY MORNING, DECEMBER 21, 1859.

THE COMMON COUNCIL.

ALDERMEN.—This body met last night, President Nixon in the chair and a quorum present.

A communication from the Mayor called attention to the propriety of making preparation for the inauguration of the 5th of January. Referred.

A resolution being invited by Assistants, the committee accompanying the interment of Mr. Barnett, the clerk of the Court-House, was concurred in.

A resolution authorizing planting of trees in Lafayette-street square, Fourth District, was concurred in; a resolution amending ordinance relative to sales, etc., was referred; a resolution relating adjudication of lease of the revenue of St. Bernard Market was laid on table subject to call; a resolution approving adjudication of the leases of various markets to different parties was concurred in; a resolution rejecting adjudication of contract for keeping in repair up-town shell road was referred; duplicate of a similar contract for Marigny; a resolution to cause adjudication of contracts for keeping shell roads in repair referred; resolutions to adjudicate contracts for cleaning Bayou Bienvenue Canal, was referred; a resolution for erection of lamps, building, etc., were referred; resolution to cause cleaning of Canal street and Hagan Avenue canals and improving St. Andrew street, were referred. A petition from residents near St. Bernard market asking that the market be suffered to remain free for a period of two years was read, and a motion that the resolution from the Assistants, relating to the application, and ordering the readjudication of the lease, be concurred in, which was lost.

The petitions were referred.

In connection with the petition of Messrs. C. H. Lamb & Co., a resolution was offered by Ald. Leefe granting them permission to erect a steam saw on St. Peter street, between Common and Gravier streets, which was adopted.

In connection, with the memorial of omnibus owners, a resolution was offered by Alderman Leefe, referring the matter to a joint committee, the subject was discussed at some length by various members, and the resolution finally adopted. Ald. Nixon, Vennard, DeLabarre and Forstall, were appointed on the Committee, by Mr. Harris, the chair.

A resolution, by Alderman Vennard, instructing the cutting in cedar of culverts, so as to admit water when the river is high, was adopted.

A resolution by Alderman Vennard, instructing the erection of a police station opposite the Orleans Press, on Water street, was adopted.

A resolution by Alderman Vennard, instructing the letting of contract for purchase of lumber for repairing plank roads, was referred.

A resolution by Alderman Vennard, to cause an agreement with contractors for making of stone crossings, not provided for under contracts, was adopted.

A resolution by Alderman Wiltz, authorizing the Mayor to take necessary steps to have Derbigny street opened, was adopted.

The Finance Committee recommended concurrence in the resolution authorizing warranting in lieu of the lost leases of Magazine Market, and cancelling of their notes on account of the same from which they were burnt out.

The Committee of Streets and Landings reported against concurrence in the resolution rejecting the adjudication of the contract for repairing the pipe with J. K. Duncan. Non-concurrence in the resolution rejecting adjudication of contract of Messrs. Bennett & Lurty for waterworks building on levee. These recommendations, with accompanying resolutions, adopted.

The rules were suspended that a resolution giving the sale of contract as to keeping in repair the substance wharves and boats, might be taken up, which was done, and it was adopted.

The matter of the amendment of the rules of the Board, making the hour of meeting 5 instead of 6 o'clock Tuesday evening, was called up and opposed amendment adopted.

The matter of the removal of slave depots was referred to the next meeting.

The Board then adjourned to 5 o'clock next Tuesday evening.

BOARD OF ASSISTANT ALDERMEN.—Present: Mr. Wolfe in the chair, and a quorum.

Mayor Conrad, in a message relative to the observances of the 8th of January. Laid subject to call.

Comptroller reported a list of adjudications of street improvement contracts made by him.

Treasurer's weekly report was read and referred.

Balance on hand $13,332 28.

Street Commissioner reported the necessity for wheelwork to repair the plank roads. Referred to Finance Committee.

Board of Aldermen asked concurrence in a resolution for depositing the street scrapings in the ponds. Referred to Streets and Landings Committee.

Resolutions were read by title, and referred to the appropriate committees.

A resolution was offered to employ an attorney at the City Attorney in defending the city in the suit of the Sheriff, E. T. Parker. Referred to Finance Committee.

Mr. Leefe offered a resolution for carrying out Mayor's recommendation to properly celebrate the 8th of January, by appropriating the sum of $500 dollars to the military companies for that use.

The question of having the celebration on the 8th being Sunday—the question as to how the money should be appropriated, and other questions, made debate and some confusion. The resolution was finally referred to the Finance Committee.

Mr. Leefe offered an ordinance levying a special tax on all real and personal property, in conformity with the provisions of the act for the erection of a new and fire-proof Court-house; said tax at the rate of one half of one mill on the dollar. Referred to the Finance Committee.

A resolution was offered not to include in the opening of Willow street that part which crosses Canal, the opening of the latter rendering it unnecessary. Adopted.

A resolution was offered to sell a contract to collect the taxes from all traders here who sell by the sample. Referred to Finance Committee.

A resolution was offered to employ Mr. Morel to collect the taxes assessed upon property belonging to unknown owners. Referred to Finance Committee.

A resolution was offered to make repairs to the Prison and Third Police Station. Adopted.

The Finance Committee reported the usual resolution for paying current expenses. Adopted.

The Streets and Landings Committee offered the following resolutions:

Resolved, That the Mayor be authorized to buy yellow pine for street repairs. Adopted.

Resolved, That the public be requested to remove the old numbers from their houses, and a penalty for non-compliance—a penalty of $5 fine per week so long as the number shall remain, after notification by the Street Commissioner. Adopted.

Resolved, That Josephine street, on both sides of Tremé street, with square granite blocks, and to pave the portions of said street with round stones. Adopted.

The Police Committee, for reasons which they set at length, submitted a resolution declaring Turners' Hall, on Franklin street, to be a public nuisance, as well as the building in respect to danger by fire, and ordering the Chief of Police to have it closed. Adopted so as to render it the Mayor's duty to execute said law. Adopted.

The same Committee submitted an ordinance relating to the loading of wagons and drays. Adopted.

The Committee on Education reported against the request of the First District School Board, for discretionary power to admit to the schools of the City from other parishes.

The Board adjourned.

SUPREME COURT DECISIONS.

The following decisions were rendered in the Supreme Court on Monday, 19th inst.—five Judges present:

Fitz & Co., J. Eager & Co. and S. H. Kennedy & Co., appellees, vs. Thos. J. Casey, for a forced vendor; Mordecai Abrams, opponent and appellant, H. Renshaw, Syndic, Keep, Baird & Co., et al., appellees.—Appeal from the Fourth District Court of New Orleans. Judge Cole delivered the opinion of the Court. Judgment affirmed.

Thos. Powell, appellee, vs. Jas. A. Graves, Wilson Smith, defendant in rule, appellee—Appeal from the Second District Court of New Orleans—Opinion of the Court by Judge Land.

In this case a rule was taken on Williamson, the surety of the defendant, on an attachment bond, to show cause why he should not be condemned to pay the amount of plaintiff's judgment, interests and costs. In answer to the rule, the surety pleaded several exceptions, which do not appear to have been acted on by the District Court; and as the surety consented to go to trial on the rule without insisting on the previous action of the Court on his exceptions, he is presumed to have waived the same; the other ground not tenable. Judgment affirmed.

Nathan Potter, appellee, vs. Wm. T. Dazey, claimant—Appeal from Fifth District Court of New Orleans—Opinion of the Court by Judge Cole. Judgment affirmed.

Jas. H. Watson, appellee, vs. C. M. Simpson, Jas. Goulde & Co., surety on defendant's bond, appellants—Appeal from Fourth District Court of New Orleans—Opinion of the Court by Judge Land. Judgment affirmed, with costs.

Jas. B. Robertson & Bros., appellants, vs. Lucie Caldwell, Commissioner of Second Land District, appellee—Appeal from Sixth District Court of East Baton Rouge—Opinion of the Court by Chief Justice Merrick. Judgment affirmed. Judge Cole took no part in this case.

Wm. H. Harvey, appellee, vs. Dricer, Pierce & Co., claimants—Appeal from Fourth District Court of New Orleans—Opinion of the Court by Judge Land. Judgment affirmed, with damages for frivolous appeal.

J. J. Ballongue, appellant, vs. City of New Orleans, appellee—Appeal from Fourth District Court of New Orleans—Opinion of the Court by Judge Voorhies. The proof is satisfactory as to the occurrence of the riot, in which several policemen took a conspicuous part, but the evidence as to the *quantum* of damages is meager, we have not been able to find anything in the record that would justify us in placing a higher estimate than the one adopted by the able Judge of the District Court. Judgment affirmed.

City of New Orleans, appellee, vs. Fassman & Yancy, appellants—From Sixth District Court of New Orleans—Opinion of the Court by Judge Land—A suit for taxes. The material question is, whether the revenues derivable from a cotton press are income within the meaning of the act of 1856 to authorize the corporation of the city of New Orleans to tax real and personal property. We are of opinion that it was not the intention of the Legislature to tax real property under the term of land, slaves, etc., and then to tax under the term of income the profits realized by such land, slaves, etc.; it would be double taxation—first, to tax property to the extent allowed by law, and then to tax the profits derived from such property. The tax of $300 on income, but which is in reality a tax on the revenues of the cotton press, cannot be allowed. Judgment reversed.

J. A. Williamson and James Dillon, appellees, vs. G. L. Dobson and Son, appellants—From the Fourth District Court of New Orleans—Opinion of the Court by Judge Land. Judgment reversed.

W. A. Hanney & Co., appellants, vs. H. E. Bichner, appellee—Second District Court of New Orleans—Opinion of the Court by Judge Voorhies. Judgment reversed and case remanded, Chief Justice Merrick dissenting.

Hughs, Hillestet & Co., appellees, vs. Klingender Brothers, Wm. Mure for the Bank of Liverpool, intervenors, appellants—Fourth District Court of New Orleans—Opinion of the Court by Chief Justice Merrick. This case was before us in January last, on the question of the right of the intervenor to land the property attached. In the present case, the Bank of Liverpool, as vendee and trustee, claims the legal title of the ship. The petition of intervention was dismissed. If it be admitted that the intervenor has such rights upon the ship by the English law as would protect them against subsequent purchasers and creditors and the effects of bankruptcy, why are not those rights respected in Louisiana, particularly as all parties to this controversy have their domicil in England? Is it not surprising that the question is repeated, and that the Courts are again and again called upon to answer it? The comity of nations extends only to enforce obligations under those provisions of the laws of other countries which are analogous to the State where the litigation arises. The instrument offered in evidence has no analogy to any mode known to our law of affecting personal property for the security of debts. It purports to sell to one man, to protect the rights of a third person; and yet the vendor is to retain possession. The contract is not a sale, nor a pledge; for there is no delivery, which our law deems essential to perfect either contracts as to third persons. As our law would not enforce a similar contract between our own citizens, if made here, it will not enforce it to defeat rights already acquired by attachment under our laws. Judgment amended and affirmed.

The State of Louisiana, appellee, vs. Joseph Maubremme, appellant. Fourth District Court of St. John the Baptiste.—Opinion by Judge Voorhies. Judgment affirmed.

Joseph Courant, appellant, vs. M. DeJong, appellee.—Third District Court of New Orleans.—Opinion of the Court by Judge Buchanan. Judgment reversed and case remanded.

John Brown, appellee, vs. Bark Laura Snow, Captain and owners, appellants.—Sixth District Court of New Orleans.—Opinion of the Court by Judge Cole. The plaintiff alleges that he entered into a written contract to discharge the cargo of lime on board the bark Laura Snow for a specified sum and in a designated time. That the defendants, by their own action, annulled the contract; wherefore he sues on a *quantum meruit*. An exception was filed by the defendants to the suit, on the ground that it is on a *quantum meruit*, when by its own allegations it appears that there was a written contract. The exception was overruled, and the plaintiff was permitted to prove the allegations of his petition. There was judgment for plaintiff, and the defendants have appealed. In this Court the defendants rely upon their exception for a reversal of the judgment. In our opinion the exception was properly overruled. As plaintiff considered the contract to have been violated and cancelled by the conduct of defendants, he was entitled to incur the risk of establishing this upon the trial, and to sue upon a *quantum meruit*. He was not obliged to sue upon a contract virtually annulled by defendants, unless he had wished so to do. Judgment affirmed.

By Merrick, C. J., in the same case—I do not think a party who has entered into a written contract may repudiate the same on the pretence of a violation of the contract by the opposite party. The very object of a contract is to make a special law between the parties by which to adjust their rights in the event of a refusal to comply or a violation of the contract by either. * * * * * When parties have entered into a contract, and either party insists upon the same, it cannot be disregarded. * * * * The testimony (including the contract) has all been received without objection. It shows, as I think, that plaintiff is entitled to recover the amount awarded by the lower court, on account of the breach of the contract by defendants, and I concur in the decree on this ground.

Land, Justice, concurs in this opinion.

A BLACK SPOT IN THE CHEROKEE NATION.—The Fayetteville Arkansian publishes a letter from the Western part of Arkansas, from which we extract the following:

I have read several articles in your journal respecting abolition in the Cherokee Nation and the *desired* sale of the "Neutral Land." Here is the black spot. I believe the whole to be an abolition plot. The Abolitionists of Kansas and of the Cherokee Nation both desire the sale of the "Neutral Land." It is the first fruit to be gathered for which these *latter* Abolitionists have been working for years.

We, of the border, are directly interested in this sale, or rather in opposing such sale. We are already beginning to see and feel trouble, and every day it is increasing. We wish to arouse not only our immediate region, our Cherokee friends, but the whole South, to the necessity of stemming this abolition flood beating against our and their boundaries. We, of the border of Arkansas, are opposed to the sale of one single foot of Cherokee territory; we have a right to oppose for our own safety; and all right-minded Cherokees agree with us. The Cherokees are barrier to us against the abolition migration, as we, in turn, are barrier to the citizens of South Arkansas. These barriers must be preserved unbroken. One breach and down goes the wall.

JOHN MITCHELL.—John Mitchel, in a letter from Paris, regarding the movement being made in Ireland to obtain an amnesty, he says:

I do not know whether my two friends and comrades now in the United States would avail themselves of the "amnesty," if granted. For my part, I certainly would not. I hope indeed to go to Ireland again, but never by the Queen of England's good will. It would be impossible for me to live there under her Government without endeavoring to overthrow it. I should instantly conspire, confederate and combine with person and persons once more against the peace of our said Lady, the now Queen, her crown and dignity, and so forth; whereupon she would again pack a jury of true-blue Castle Protestants, again steal my letters in the Post-Office, again set Baron Lefroy upon my track, (does the Baron still live?) and all the detectives and sub-owners, again seize my person and plunder my children, under a false pretense of law. Oh, no! I cannot go back to live in Ireland under her dominion, yet I hope to go back to live in Ireland.

FATAL AFFRAY.—The Mobile Mercury of Monday furnishes the following particulars of the recent homicide in Columbus, Miss., some account of which we received by telegraph:

We learn from passengers by railroad, arriving last night, that Dr. Shepherd and James Blair, druggist, of that city, had a rencounter on night before last, in which Dr. Shepherd was killed, receiving three pistol shots from his antagonist, causing his death in a few minutes. One of the shots severed his jugular vein. As reported to us, Dr. Shepherd commenced the fight at Cady's Hotel, by attacking Mr. Blair with a cane.

This is a painful affair, that we have heard of with a great deal of regret. Dr. Shepherd was a man of intelligence and highly respected, and Mr. Blair is a gentleman universally respected and esteemed wherever known.

A BROWN WORSEHYPER KICKED OFF THE CARS.—We learn from the Trenton Standard that an Abolitionist was, a few days since, kicked from the cars on the Central Road, between Jackson and Memphis. The Standard says he was a Brown sympathizer, and was abusing the Southern people generally, and the Virginians particularly, for trying and convicting him (Brown) for his treason to the South, and calling old Brown a hero, etc. One of the passengers stood the gentleman as long as his patience would admit; then raised him from his seat and kicked him from one ear to another, then out and off the cars. The cars were running at a rapid rate, and it is not known what became of him.

HANDSOME PRESENT.—A Washington dispatch of the 15th says:

Minister Yancy, on his return from South America, was made the bearer of a magnificent gold snuff-box, studded with diamonds and valued at five thousand dollars, from General Urequiza, President of the Argentine Confederation, as a mark of his personal regard to ex-Commissioner Bowlin, who is not yet aware of the present.

HAVANA CORRESPONDENCE.

[Special to the New Orleans Crescent.]

HAVANA, Dec. 15, 1859.

His Excellency, the Marquis de la Habana, and his esteemed and respected Marquesa and their amiable daughters, took their departure from this Island in the Spanish steamship-of-war Francisco de Borja on the 13th inst.

About 8 o'clock on the morning of the departure of His Excellency, the United States Consul and Vice Consul-General, the Swedish, French and Norwegian Consuls, and many other parties of respectability residing in our city, called at the late residence of His Excellency to take a last farewell of the Marquis de la Habana.

Near the close of last week, about 9 o'clock in the evening, two young Creoles, who had recently returned from the United States, observed near La Dominica confectionary a half drunken American in the lands of a watchman, who was treating him roughly. The American exclaimed, "I will not go with you; give me my money and my watch." The Creoles interfered, asking the watchman what the man had done; the watchman replied he was drunk, and he was going to take him to the lock-up. He is not so drunk as to stagger nor to create a disturbance, said the Creoles, therefore give him his money and his watch, and let him go, which the watchman did, and the American, thanking the Creoles for their influence, hastened to his lodgings. But for the interference of those Creoles the American would have been locked up all night, and probably have never again seen his watch or a cent of his money.

Among the further offers of aid to Spain in the war with Morocco are the following: Don Vicente Unzagaraga, Don Santiago Gomez, Don Mariano Luna, Don Miguel Miseo and Don Francisco Loém, all of whom reside at Canus, in the Eastern part of this Island. Each offer to support a soldier.

The parish priest of Santa Maria del Rosario offers to support six soldiers during the war. The town of Cardenas has sent a committee to His Excellency the Captain General, offering to support a squadron of cavalry, I suppose, but it is not so stated in the offer, during the war. Don Ismael C. Alvarez offers four boxes, containing a hundred bottles of a medical water said to be a specific for hemorhages, burns, etc., for the use of the soldiers of the Spanish army destined to operate against Morocco.

By the Spanish steamer Cuba the *Diario de la Marina* received dates from St. Domingo to the 17th, from St. Thomas to the 30th ult., and from Porto Rico to the 2d inst.

I translate the following from the *Diario de la Marina:*

"The executive power of St. Domingo is in the hands of the Vice-President, in consequence of the sickness of the President, Santa Ana. The Ministers of the Treasury and of Commerce, of Justice and Public Instruction, had resigned, and to those offices had been appointed Señors Don Felix Fernando DeCastro and Don Jacinto DeCastro.

"The 'Patriarch of Science,' as he was termed in St. Domingo, the Licenciado, Don Manuel M. Valverde, had died at the end of October.

"At Porto Rico a Royal order had been received, reducing the period of service in the disciplined militia from twenty to twelve years."

From St. Thomas nothing of the slightest moment was received.

Don Gregorio Gonzales Morales, of San Antonio, in this Island, is authorized, by Royal order dated 27th September last, to assume the title of Conde de Palutena, he paying into the Spanish Treasury the amount required by the Royal order of 28th December, 1846, or with the alterations to the arrangements required by the preventions of 24th October, 1851. Thus it is our Cuban nobility obtain their titles, *by paying for them.* Thus Spain replenishes her impoverished Treasury.

I must endeavor to learn the cost of a Countship in Spain, so as to inform the codish aristocracy of the United States the terms upon which they may obtain what they appear so much to covet, viz: a title of nobility.

The weather, mornings and evenings, is positively chilly—at least so I think; and consequently have laid aside my linen attire until the warm, the dear, delightful warm weather comes back to us. The public health is perfect.

As ever,

* * *

P. S.—Gottschalk has been very ill, but is now convalescent.

The Margaret Ann Stevens, Butler, sailed for New Orleans on the 13th inst.

COMMERCIAL CORRESPONDENCE.

[Special to the New Orleans Crescent.]

HAVANA, Dec. 15, 1859.

Ed. Crescent—The stock of Clayed Sugars being reduced to almost 30,000 boxes, and that chiefly of the higher grades in *second* hand, only very limited transactions have taken place since my last advices, and these upon the basis of 9¼ rials per arroba for D. S. No. 12.

At Matanzas there is nothing remaining, and consequently from the total absence of any extensive operations, I am unable to give any fuller quotations than the above.

In Muscovado Sugars, the contracts to which I referred in my last were concluded upon the basis of 7 rials per arroba for Molasses Sugars. Good refining and common grocery qualities are held at 8 rials per arroba, whilst purchasers, as yet, refuse to grant above 7 to 7½ rials per arroba, according to quality.

MOLASSES—Nothing remaining here.

LARD—The stock here is very large—say about 1500 bbls. and tierces and 6000 kegs—the daily sales are made at $17 to $17 50 for bbls. and tierces and at $17 50 to $17 75 for kegs per quintal.

BUTTER—Is abundant and dull. Last sale, reported on the 9th inst., 25 kegs from Philadelphia at $19 per quintal.

CHEESE—No sales reported since my last advices.

HAMS—Last sale, on the 14th inst., 7 bbls. in yellow bags, from New York, at $17 per quintal.

CRAN PORK—40 boxes, from Philadelphia, sold on the 12th inst., at a rate not made public.

BEEF—Is abundant and dull: 10 bbls. Mess, received from Trinidad de Cuba, sold on the 14th inst. at $31 per bbl.

POTATOES—Are very abundant, but the demand is active. Last sale 300 bbls. from New York, per steamship Yorktown, yesterday, at a rate not made public.

ONIONS—Are also very abundant. Last sale was 45 bbls. from Portland, on the 13th inst., at a rate not made public.

APPLES—Are in good demand: 25 bbls. from Philadelphia sold on the 12th inst. at $5 per bbl., 31 bbls. on the 13th and 100 bbls. on the 14th inst., ex steamer Yorktown from New York, at a rate not made public.

CHEWING TOBACCO—20 boxes 1s and 20 boxes 2s, from New York, sold on the 10th inst. at $24 per quintal.

SOAP—272 boxes from New York sold on the 13th inst. at a rate not made public.

HERRINGS—400 boxes ex steamer Yorktown, from New York, sold on the 14th inst. at 62½ cents each.

FREIGHTS—Yet more depressed than when last advised. The only engagement reported is a small brig, 150 tons registered, to load dry goods and hardware for Tabasco for $850, 25 per cent. pionage.

EXCHANGES—Still very firm. I quote Sterling 15¾ to 16 per cent. premium; New Orleans, (short) 4 to 5 per cent. premium; New York, (60 day bills) 3¼ to 3½ per cent. premium.

As ever,

* * *

THE WINANS STEAMER.—The following is an extract from a letter written by Capt. John Lewis, of wrecking schooner H. W. Johnson, of New York, to his owners in that city, which fully corroborates what we have already published regarding the satisfactory performance of the Winans steamer;

NORFOLK, Virginia, December 10, 1859.—We went down the bay on Thursday last with the Winans steamer, her owner wishing to test her qualities as a seagoing vessel, when she behaved herself beautifully. It was blowing a fresh breeze from the northward, and there was a very ugly sea running, but she went along as smooth and steady almost as if she was in a river. From on board the Johnson we could not see that she rolled any at all, even when lying in the trough of the sea. They tried her every way—head to the sea, broadside to and before it, and I believe she more than answered the expectations of her owner; and from what I saw of her performance, I have no hesitation in calling her a first rate sea boat. She sailed for Baltimore early this morning. She is very fast.

BROWNLOW UPON WASHINGTON HONESTY.—Parson Brownlow, in the last issue of the Knoxville Whig, thus explains his flight through the Federal metropolis:

Since our return home from the North, we have been frequently inquired of as to why we did not call at Washington and witness the organization of the House? We have given the same answer in every instance. We had in our pocket $20 in money, a through ticket to Lynchburg, six good shirts in a small carpet-sack, and a new overcoat worth at least $20, and this was more than we were willing to risk in that *den of thieves*. Stealing has become an *epidemic* in Washington, and no man would be safe there with this much in his possession!

The Parson must have an exceedingly capacious pocket, but we are of opinion that it would puzzle the most adroit pridger to filch from it his carpet sack, six shirts and an overcoat.

The conductors on the Swiss, French and Italian railroads carry a watch of ingenious construction, designed to lessen the danger of accidents. The aperture by which the watch is wound up is accessible to the conductor, but that by which the hands are regulated can be opened only by an official whose business it is to set all the watches by a common standard. Thus the time of running of the trains is rendered uniform, and no accident is excused on the ground of mistake. The apertures by which the dial is regulated is closed by an application of a system of permutation, such as is employed in some permutating locks.

AMUSEMENTS.

VARIETIES THEATER, GRAVIER STREET.
Lessee and Manager.....Mr. JOHN E. OWENS.
Acting Manager.....C. G. THESLEY.
Stage Manager.....Mr. H. J. WALLACK.

Thirty-eighth Night of the Season.

Opening Overture—OBERON.....Weber.
WEDNESDAY EVENING, December 21, 1859.

WILL be presented Tom Taylor's domestic drama, RETRIBUTION—Duke de Beaupre, Mr. Copland; Count Frisal, Mr. Sothern; Morissot, Mr. Chapman; Mons de Bourpre, Miss C. Thompson; Mons de Pomponasse, Miss Coulduck.....Overture, "Last Rose of Summer," by Sig. Carlo Patti.....To conclude with Kenney's comedy, SWEETHEARTS AND WIVES—Admiral Franklin, Mr. Bland; Chas. Franklin, Mr. Copland; Billy Lackaday, (with a celebrated Lantern) Mr. John Owens; Mrs. Bell, Mrs. W. A. Chapman; Laura, Miss S. Stevens; Eugenia, Miss C. Thompson.

☞ Doors open at a quarter before 7 o'clock. Curtain rises at half past 7 o'clock precisely.

☞ Box Office open for securing Private Boxes and Chairs from 9 A. M. until 4 P. M.

d21 W. R. CHIPPENDALE, Treasurer.

SPALDING & ROGERS'
MUSEUM AND AMPHITHEATER.
G. R. SPALDING.....Manager.

Spalding & Rogers' TWO CIRCUSES,
The New Orleans and European Circuses,

United for the season, each singly more extensive than any Circus in America, and, combined, surpassing anything ever effected in Europe.

☞ Performance EVERY NIGHT and EVERY SATURDAY NOON.

☞ Doors open at 6 o'clock—Overture at 7 o'clock.

☞ Admission, 50 cents. Colored Gallery, 25 cents. Children, 25 cents, to mid-day performances.

The price of admission to the MUSEUM is reduced to 25 cents, to bring the GRAND AQUARIA, or Ocean and River Gardens, MECHANICAL ORCHESTRA, MINIATURE STEAMSHIP, etc., within the reach of all. Open every day from 10 A. M. to 10 P. M. c16

ST. CHARLES THEATER.—ST. CHARLES ST
Mr. DE BAR.....Lessee and Manager,
Mr. CORRI.....Acting Manager.

Third Night of the Engagement of Mr. COLLINS, the eminent Irish Comedian and Vocalist.

WEDNESDAY NIGHT, Dec. 21, 1859.

The original comedy of THE IRISH AMBASSADOR—Sir Patrick O Plenipo, Mr. Collins, with the songs, "Boald Soger Boy," and "Maidee, I'll Never Deceive Thee;"..... After which, the farce of TEDDY THE TILER—Teddy, Mr. Collins, with the songs, "Low Backed Car," and "Widow Machree;"..... To conclude with the farce of OUT ON A SPREE.

☞ Grand Fancy and Mask Ball on the 5th January, also on Mardi-Gras.

PRICES OF ADMISSION—Dress Circle and Parquette, 75 cents; Second Circle, 50 cents; Gallery, 25 cents; Private Boxes, each $5.

Doors open at 6½ o'clock; the Performance to commence at 7 o'clock.

Box Office open from 10 A. M. till 3 P. M.

d21 P. CRAGAN, Treasurer.

NEW ORLEANS HOUSE—CORNER OF BOURBON and Toulouse streets.

THURSDAY NIGHT, Dec. 22, 1859.

First night of Donhauer's grand opera in 4 acts, entitled LA FAVORITE.

☞ Box Office is open every day, from 9 o'clock A. M. to 3½ P. M., and from 5 to 6½ P. M. on the days of performance. Performance commences at 7 o'clock. 421

ORLEANS THEATER.....ORLEANS STREET.
THURSDAY, December 22, 1859.

THE JEWESS—Grand opera in 5 acts, by Halevy..... In the first act, WALTZ, by Mlles Helene, Henry, Messes. Vollard and Neuville..... In the third act, PAS DE DEUX, by Mlle C. Thelon and Mr. Wiothet.

Box office open from 8 o'clock A. M. to 5 o'clock P. M.

Doors open at 6½ o'clock. Performance commences at 7 o'clock.

PRICES OF ADMISSION—Parquette, First and Second Dress Circle, Latticed Boxes, $1 50; Pit, (with arm chair) $1; Third Circle, (for people of color) 75 cents.

METAIRIE JOCKEY
CLUB RACES.—WINTER MEETING OF 1859.

THE Winter Meeting over the Metairie Course will commence on SATURDAY, December 31, 1859, with four annual Sweepstakes for three year olds. Entrance, One Mile, subscription $400, to fill $800, with $250 added by the Club, provided two or more start, the second horse to receive $200 of the money.

—Subscribers—

John S. Hunter names b. c. GABRIEL, by Glencoe, dam Sir Harry, by Hamlet.

W. J. Minor names ch. c. MARIO, by Vanquer, dam Norma.

Stephen Minor names ch. c. RESERVE, by Lecomte, dam LaVestiling.

D. F. Kenner names ch. f. SHEKENIR, by Lecomte, dam Medora.

SAME DAY—Sweepstakes for three year olds. Heats of two miles, subscription $300, forfeit $100, with $500 added by the Club, provided two or more start, the second horse to receive $300 of the money.

—Subscribers—

John Campbell names ch. c. by Wagner, dam by Glencoe.

W. J. Minor names ch. c. MARIO, by Vanquer, dam Norma.

Stephen Minor names bl. f. VERONA, by Yorkshire, dam Brilliantine.

W. T. Chenault names gr. c. HERNDON, by Albion, dam Gamma.

T. J. Wells names ch. c. UNCLE JEFF, by Lecomte, dam Miss Eliddie.

Rotundice & Stamer name ch. c. BILL ALEXANDER, by Epidius, dam by Glencoe.

R. Keene Richards names ch. c. SHERRETT, by Albion, dam by Lexington.

T. G. Mason names b. f. by Lexington, dam by Magnolia.

TUESDAY, January 3—Club Purse $600. Heats of Three Miles.

WEDNESDAY, January 4—Club Purse $600. Heats of Two Miles.

SAME DAY—Sweepstakes for two year olds. Heats of One Mile, subscription $300, forfeit $100; the Club to add $300, if two or more start, the second horse to save his stake. Three or more subscribers to fill the stake. To name and close on the 1st of October, 1859.

W. J. Minor names ch. f. CASTA DIVA, by Vanquer, dam Norma. Also, c. f. VIOLA, by Yorkshire, dam Brilliantine.

Stephen Minor names b. c. MAY DAY, by Vanquer, dam Wallace's mare, by Helbonnod.

D. F. Kenner names b. c. by Van Dyke, dam Halfpenny.

Rotundice & Stamer name b. f. SALLIE WOODWARD, by Albion, dam Eudora, by Priam.

R. Keene Richards names g. f. BETTY WARD, by Lexington, dam Mary Clay.

THURSDAY, January 5—Club Purse $400. Two Miles.

SAME DAY—Club Purse $300. Heats of One Mile.

FRIDAY, January 6—Club Purse $500. Heats of One Mile, best three in five.

SATURDAY, January 7—Club Purse $1200. Heats of four miles; entrance money, five per cent., to go to the second horse if there is no second horse, to go with the purse. A walk over will receive the purse. d17 tf31

I. O. S. M......I. O. S. M.

CHRISTMAS EVENING FESTIVAL!

785th Anniversary of the Seven Cardinals!

"'TIS WELL."

The I. O. S. M. will have a GRAND FESTIVAL on CHRISTMAS EVE, 24th December, 1859.

The officers and members of the Order will meet at the LOWER FLOOR of the ARMORY HALL, Camp street, at 7 o'clock, on that evening. The Procession will start at 8 o'clock P. M.

ORDER OF PROCESSION:
Grand Marshal.
Music.
S. G. C. and Members.
Seven Cardinals.
Order.
Brabantin Lodge No. 1.
Officers and Members.
Cœur de Leon Lodge No. 2.
Officers and Members.
Music.
Delegates from the various States.
Crusader Lodge No. 3.
Officers and Members.

ROUTE:

From the Armory Hall, up to Poydras street, up Poydras to St. Charles, down St. Charles to Canal, down Canal to Charters, down Charters to St. Louis, up St. Louis to Royal, up Royal to Canal, up Canal to Carondelet, up Carondelet to Julia, down Julia to Camp, up Camp one, Poydras to Tonlin, down Tonlin to Annunciatio, down Annunciation and Tchupitoulas to Julia, up Julia to Magazine, down Magazine to Poydras, up Poydras to Camp, down Camp to Canal, up Canal to Carondelet, up Carondelet to Poydras, down Poydras to the Concert Hall, where the Procession will be dismissed.

☞ All transient brethren are invited.

☞ Tickets for the Festival to be had of D. I. Ricaudo, 29 Camp street; J. H. Jones, at the Iron House, Tchupitoulas street; J. G. Mackay, corner of Natchez and Magazine streets; J. L. Jacobs, 72 St. Charles street.

By order of Com. d16 td

ORLEANS FEMALE ACADEMY—
VERANDA BUILDING,
312 Old No., Camp street, between Poydras and Calliope sts.

Seventeenth Annual Session.

The Seventeenth Annual Session of this Institution begins on the third Monday of September, 1859.

The plan of instruction comprises a general and extensive system of education. It offers great advantages for the acquisition of languages. The French is daily spoken in the school, and the Modern Classics are thoroughly analyzed.

The location is central, and the apartments are spacious and well ventilated. The school is provided with a choice library, the best musical instruments and complete philosophical apparatus.

References are innumerable. Among them the Alumnæ of this Institution, who rank number among the gems of society.

Students admitted at any time during the session.

For further particulars, apply in person or by letter, at the Institution. M. D. DIMITRY, A. M.,
President of the Board,
and 14 Wtf

AMERICAN SOLIDIFIED MILK—DRIED and Granulated Pure Milk, at the American Solidified Milk Works, near Amenia, Dutchess county, New York.

This superior article lately introduced to notice, is the result of medical, faithful and expensive experiment. The Sign of my Committee on Public Health and Legal Medicine, in a lengthy report, commending it, to the New York Academy of Medicine, say "It has been fully subjected to our critical examination, and it will suffice to state that the American Solidified Milk is nothing but the solid constituents of pure milk, combined with a little less than an equal proportion of white sugar, that it contains no other foreign substance; that the curious solids of the original are preserved intact, even the butter globules being unbroken; that it is readily and perfectly soluble in water, and when so dissolved in proper proportion, it is, in fact, milk as it was received by the cow, with no more regard of its cream which accompanies it. It is highly recommended by the first physicians of the Eastern cities, by surgeons of the army and navy; was used and approved by the late Dr. Kane, and has been analyzed by Dr. Cameron, who pronounces it a "positive boon to the community." For sale by the principal Ship Chandlers, Druggists and Grocers.

GEO. W. MANSON, Agent,
n29 1m Corner of Common and Tchupitoulas sts.

NOTICE—MR. FREDERICK BRAND ENTERS INTO our display this day, and holds our full power of Attorney, as per act passed before James Graham, Notary Public, of this city.

JULIAN NEVILLE & CO., Auctioneers.
New Orleans, July 11, 1859. n15 6m

ABNER LeGRAND GAINES,
BORROW AND LOAN OFFICE,
oil tf 94 Common street, back office, up stairs.

NOTICE—J. H. BASS HAS REMOVED TO 116 COMMON street, opposite the St. Charles Hotel. o31 tf

TERPSICHOREAN.

THIRTEENTH ANNIVERSARY
DRESS AND FANCY DRESS BALL
—Of the—
Israelite Charitable Association,
—To be given at—
ODD FELLOWS' HALL,
ON WEDNESDAY EVENING, DECEMBER 21, 1859.

COMMITTEE OF ARRANGEMENTS:

I. BREUNSBERGER, President.	
Hon. C. M. Bradford,	J. Newhouser,
Hon. J. N. Philips,	B. Dreifuss,
Hon. J. Q. A. Fellowes,	S. Schoenfeld,
Hon. C. W. White,	J. Bernebacher,
Hon. E. Kaiser,	S. Bernheimer,
G. Rosenberg,	G. Carrhon,
L. Stern,	E. Hilloschal,
Chas. Loeb,	Michl. Levy,
Isidore Levi,	John Newman,
H. Kaufman,	Jno. Stern.

Tickets, $2 50—may be had of any of the above Managers, or at the office on the Evening of the Ball. d7 td

GRAND MASKED AND FANCY DRESS BALLS.

A series of FOUR BALLS will be given, at ODD FELLOWS' HALL, by the BENEVOLENT ASSOCIATION OF THE SONS OF LOUISIANA, for charitable purposes, as follows—

First—THURSDAY, January 5.
Second—SATURDAY, January 21.
Third—SATURDAY, February 4.
Fourth—SATURDAY, February 18.

MANAGERS:

Joseph Vickers,	J. L. Fabre,	S. P. DeLabarre,
H. M. Hymes,	E. A. Forstall,	A. Mauneau,
F. X. Batist,	A. Delpuech,	Ed. Gaudechon,
G. DeFerdt,	J. Bernudez,	Lucien Charvet,
P. Soniat, Sr.,	Jules Cassard,	P. S. Wiltz,
	S. Magendie.	

INVITATION COMMITTEE:

A. Chopard,	F. F. Trinchard,	
Ed. Fagot,	J. P. Montarnal,	
Guy Duplantier,	E. H. Hernandez,	
F. Dupl