MR. KENWORTHY THE VENTRILOQUIST.

This unrivalled Ventriloquist has again come among us; we have heard hundreds assert that he has no superior in his profession in the known world. Mr. Kenworthy has visited nearly every town in the Union and has been every where received with unbounded applause. We have read much of his performances and laughed heartily at his amusing adventures; we publish an amusing anecdote below to illustrate his extraordinary powers. We fancy to ourselves the predicament of the astonished landlord and his frightened "blackey," as well as the suppressed mirth of the Ventriloquist.

Mr. Kenworthy has kindly offered to give a Benefit to the "Association for the Acquisition and Diffusion of Useful Knowledge," at the Academy this evening. The Lecture and Exercises are of the most chaste and delicate character, well calculated to instruct and amuse all while it can offend no one. We shall not speculate on this mysterious faculty; it is a subject which has long puzzled physiologists. Mr. K. denies the power of speaking internally, or throwing the sound at a distance, "as a boy would light a cracker and cast it off to explode" in a different place. It is a gift, just such as that of a genius for poetry, music or painting—with the latter art Mr. K. very handsomely illustrates his own—representing it to be to the ear, what the delineations of the pencil are to the eye. As the light and shade are so delicately and skilfully blended, as in the perspective, to throw some parts of the picture in the back ground, or at a distance in appearance, while in fact, it is all on the same smooth surface of canvass; so the intonations and cadence of the voice are so nicely and artfully drawn as to deceive the most acute organ.

AMUSING ANECDOTE.

A few years ago, towards the dust of evening, a stranger in a travelling sulky was leisurely pursuing his way towards a little tavern, situated near the foot of a mountain, in one of the Western States. A little in advance of him, a negro, retiring from plough was singing the favorite Ethiopian melody of

"Gwien down to shin-bone alley,
Long time ago."

The stranger hailed him with "Hallo!—uncle!—you!—snow-ball!"

"Sah!" said blackey, holding up his horses.

"Is that the Half-way House ahead yonder.?"

"No sah, dat Mass Billy Lemon's Otell!"

"Hotel, eh!—Billy Lemon!"

"Yes sah,—you know Mass Billy? he used to lib at de mouf o'Cedar crick—he done move now do—keeps monsous nice tavun now I tell, you."

"Indeed!"

"Yes sah; you stop dah dis ebenin I spec; all spectable genplemen put up dah. You chaw backah, massa?"

"Yes, Sambo; here's some real Cavendish for you."

"Tankee, massa, tankee sah; Quash my name.

"Quash, eh!"

"Yes, sah, at you service. Ooh," grunted the delighted African, "dis *is* nice: he better an green riber, tankee sah, tankee."

"Well, Quash, what kind of a gentlemen, is Mr. Lemon."

"Oh, he nice man, sah, monsous nice man; empertain gemplemun in de fus stile, an I take care uv de hauses. I 'long to him, an do I say it Mass Billy mighty clebber man,—he funny too—tell heep o'stories bout ghosses, an sperrits, notwithstandin he fraid on 'em, he self do, my 'pinion."

"Afraid of Ghosts eh!" said the traveller musing. "Well, go ahead Mr. Quash; as its getting late. I'll tarry with this Mr. Lemon to night."

"Yes sah, geo up hoa! Dobbin; go long lively;" and setting off at a brisk trot, followed by the traveller, the musical Quash again broke out in

"Gwien down to shin-bone alley,----"

The burthen "*Long time ago*" was taken up by some one apparently in an adjacent corn-field, which occasioned Quash to prick up his ears with some surprise; he continued however with

"Dah I meet ole Johnny Gladdsn."

And the same voice again responded from the field

"*Long time ago!*"

"Who dat?" said the astonished negro, checking suddenly his horses and looking around on every side for the cause of his surprise.

"Oh, never mind; drive ahead snow-ball; it's some of your master's spirits, I suppose."

Quash, in a very thoughtful mood, led the way to the tavern without uttering another word.—Halting before the door, the stranger was very soon waited upon by the obliging Mr. Lemon, a bustling talkative gentleman. who greeted his customer with

"Light, sir, 'light,—here, John! Quash!—never mind your umbrella, sir,—here, Quash, take of that rug—give me your whip, sir,—take off that trunk—walk in, sir—John. take out that Chair box—come, sir—and carry this horse to the stable—do you prefer him to stand on a dirt floor, sir!"

"If you please, sir, he's rather particular about his lodgings."

"Carry him to the lower stable, Quash, and tend to him well—I always like to see horses well tended, and this is a noble critter, too," continued the landlord, slapping him upon the back.

"*Take care, will you?*" said the horse.

"What, the d——l," exclaimed the landlord, starting back.

"*None of your familiarity,*" said the horse, looking spitefully around at the astonished tavern keeper.

"Silence, Belzebub," said the traveller, caressing the animal; and turning to the landlord he observed—You must excuse him, sir, he's rather an aristocratic horse—the effect of education, sir.'

"He's the devil, sir."

"Wo-hoa, Belzebub! loose the traces, Quash; what are you staring it! he won't eat you."

"*Come, landlord,*" said Belzebub, "*I want my oats.*"

Quash scattered,—the landlord backed up into the porch, and the traveller was fain to jump into his vehicle and drive round in search of the stables himself. Having succeeded to his satisfaction in disposing of his horse, he returned to the tavern.

Anon supper came on;—the eggs had all apparently young chickens in them;—the landlord was in confusion at such a mortifying circumstance, and promised the traveller amends from a cold pig—which, as he inserted the carving fork into it, uttered a *piercing* squeal, which was responded to by a louder one from the landlady. Down went the knife and fork, and the cold perspiration began to grow in large beads upon the forehead of the poor landlord as he stood looking fearfully at the grunter; his attention was soon taken however, by voices from without, calling

"Hilloa! house! landlord!"

"Aye, aye, coming gentlemen—do help yourself, sir."

"Landlord!"

"Coming, gentlemen, here, John, a light—bring a light to the door;—Sally, wait on the gentleman,"—and out the landlord bounced; followed by John with lights; but soon returned with a look of disappointment; he declared there was no living being without. The voices called again,—and the landlord after going out returned a second time declaring his belief that the whole plantation was haunted that night, by evil spirits.

The stranger presently arose from the table and drew his chair to the fire, having made a pretty hearty supper from the eggs and young porker, their cries to the contrary notwithstanding.

That night, rumor saith, Mr Billy Lemon slept with the bible under his head, and kept a candle burning in his chamber till morning; and those who pass there, to this day, may upon close examination, discover the heels of old horse shoes peering over the door casement, as a bulwark against witches, hobgoblins and all other evil spirits.

Having ascertained the name of his guest, in the morning, mine host proceeded to make out his bill—

"Mr. J. S. Kenworthy,
"*To William Lemon, Dr. &c &c.*"

We take the following Items of intelligence from the Nashville Union, received by Express Mail, May 25.

We learn by a slip from the Louisville Advertiser, that the Treasury Note bill passed the House of Representatives on the night of the 16th inst., and was sent to the Senate for concurrence.

The banks of Philadelphia are redeeming all their notes of five dollars and under, and it is stated by the New York Whig that they will resume by the middle of next month. Exchanges on the South and South West had greatly improved.

Five hundred Seminoles left New Orleans on the 20th inst. on the steam boat Renown, for their homes West of the Mississippi.

Mr. Johnson, one of the whig candidates for Governor in Louisania, has declined.

The Governor of South Carolina has called an extra session of the Legislature, to take into consideration such measures as may be required by the late conflagration in Charleston.

The Secretary of War has placed the Barracks at Charleston at the disposal of the Mayor of the city, for the use of the sufferers by the fire.

The Federalists in Congress, are trying to leave the government without means to pay the claims upon it, by neglecting to pass the laws providing for them. They did the the same during the late war, and received the reward which awaits them now—THE CONDEMNATION OF THE COUNTRY.

The Boston Bank has "expunged" its vote to suspend specie payments, and has *resumed in full.*

Two thousand copies of Democratic Magazine and Review are circulated in New York city.

A YANKEE BOUQUET FOR THE QUEEN OF ENGLAND.—Among the small articles of freight which the Great Western carries out is one which will be a novelty in England. It is a beautiful *bouquet* of flowers, called from Mr. Thorburn's garden, at Hallet's Cove, and is intended for the Queen. It was enclosed in a tin case, hermetically sealed, with plate glass cover. It was prepared at the suggestion of Lieut. Carpenter, and so prepared, that it is hoped it will be preserved with freshness to be presented next week to he Queen, at Windsor Castle.

The Louisana State Bank has resumed specie payments on all its bills. There are now five banks in N. Orleans that redeem their circulation, and it is expected that others will follow their example in a short time.

Another smell blow up.—The steam boat Yazoo, from Mobile to New Orleans burst one of her boilers on the 7th inst., off Britton Island, by which a passenger by the name of Keeler was so severely injured, that he survived but a few minutes. The Yazoo was towed into the North East pass of the Mississippi river, by the Columbus.

Public lands in Louisana.—The quantity of public lands within the bounds of this state, is twenty millions of acres, according to the returns of the commissioners of the land office, made to Congress at its present session. Only half of this quantity has been surveyed, and one tenth sold, which leaves a balance of eighteen millions still remaining the property of the government.

Agricultural Wealth of Ohio.—The Cleveland Herald and Gazette of the 28th ult. states that there has been shipped from that port within the past five days, or from the 23d to the 27th inclusive, four thousand nine hundred and eighty-two barrels of flour, and forty-nine thousand two hundred and thirty-nine bushels of wheat, of an estimated value exceeding one hundred thousand dollars.

Right of a bank to sue during the suspension.—The New Orleans Commercial Herald of the 12th inst contains the following important item;—"Two exceptions have been lately been tried in District Court involving the right of the Atchafaylaya and Union Banks to sue, it being alleged that they are non-specie paying institutions.—The Judge has not yet decided the exceptions. We shall inform our readers of the result."

The pay to Congress amounts to $2,181 67 per. day.

Vermont Banks.—We learn from the Vermont papers that the bank of Montipolier has resumed specie payment, and that the bank of Burlington has resolved to resume to-day.

VOCAL MODULATION.

Mr. Kenworthy, the Vetriloquist.

HAS the honor of announcing to the Ladies and Gentlemen of Columbus and its vicinity, that he will offer for their amusement his original and humorous exercises of VENTRILOQUISM, or VOCAL MODULATION, at the Male Academy,

ON SATURDAY EVENING, JUNE 2d.

☞ The proceeds of Mr. K's entertainment, after deducting the actual expenses, will be appropriated to the use and benefit of the "Columbus Association for the Acquisition and Diffusion of Useful Knoledge."

Tickets $1, children half price, to be had at the Bookstore, Dr. Estes' office, the office of the Argus, and the Democrat office. June 2.

Columbus Theatre.

THE managers of the Columbus Theatre have the honor to announce the third appearance of Mr. and Mrs. JADAH this evening in the following interesting pieces.

THE ORPHAN OF GENEVA.

CARWIN - - Mr JUDAH.
BRIDGET - - Mrs. JUDAH.

To conclude with the celebrated laughable play of

Monsieur Tonson, the Haunted Frenchman

MONSIEUR MORBLUE - - Mr JUDAH
MADAM BELLEGARDE - - Mrs. JUDAH

The curtain will rise at a quarter before 8, precisely. June 2.

Union Bank Charters.

A FEW copies of the original Charter of the Mississippi Union Bank, together with all the amendments, may be had at this office. Price 25 cents. May 19

Wanted to Purchase,

FOR immediate use, a good second-hand one horse BUGGY. Apply at the office of the Democrat. 47tf June 2.

Dissolution.

THIS day by mutual consent, the firm of Porter & McFall, merchants, in the town of Athens, Miss. is hereby dissolved, and the business will be continued by Wm. S. Porter, who desires the patronage of their customers as heretofore.

WM. S. PORTER
G. S. McFALL.

Athens, 20th May, 1838 47t3

Alabama Money for Sale.

$2,500 ALABAMA MONEY for Sale at the Lottery and Exchange office of A. P. TOWNS.

N B. Notes of legally incorporated banks only, will be received in payment.

June 2. 47tf

Columbus Hotel.

G. H. LIVINGSTON has taken into co-partnership with him in the TAVERN BUSINESS, JOHN O. BRACKEN, formerly from Alabama, but more recently from Aberdeen.

We intend in the course of a few months to make improvements in our establishment so that we can accomodate sixty persons more than we can at the present time. It is our full determination that our table shall not be surpassed by any in Mississippi.

Our attention to Travellers shall be unwiring, and every effort on our part to make our guests comfortable, will be done with great cheerfulness. All we ask of the travelling community is to give us a call and judge for themselves.

LIVINGSTON & BRACKEN.

June 2, 1828 47tf

☞ The Tuscalossa Flag of the Union will please publish the above notice for one month, and send their bill to Livingston and Bracken, Columbus, for payment.

Notice.

COMMITTED to the Jail of Oktibbecha county, a certain negro male slave, who calls his name BILLY COLEMAN, and says that he belongs to Mary Ann Walker of New Orleans; the said negro is about 5 feet 8 or 9 inches high, dark complection; which said slave will be sold for cash at the Court-house door in the town of Starkville, on the 28th day of June, 1838, if not proven, prison fees paid, and taken out before that time. JOHN M. MOORE, Sh'ff.

Starkville, May 30, 1838.—46t4 [Pr fee $5 00

Hats and Caps at Wholesale.

THE subscriber would inform dealers and the public in general, that he has a general and extensive assortment of Fur and Silk Hats. Also, a splendid assortment of Caps, by the case or dozen.

Otter Caps, Fur Seal do. Nutria do. Muskrat do. Hair Seal do. Scalist do. Cloth do. and Spanish Leather do.

All manufactured of the best materials and in a superior manner; dealers will do well to examine the subscribers goods and prices.

A. STODART.
16, North Third Street, Philadelphia

June 2—47t4 [*Pri. charge*, $5 00]

School Notice.

JAMES P. BOTT, would inform the citizens of Aberdeen and the surrounding country, that his second session will commence on the 15th of June next. The terms of Tuition will be as follows:

Latin, Greek, and the Sciences, pr session.	$30 00
Arithmetic, Grammar, Geography, do	15 00
Orthography, &c. : : : :	10 00

N. B. All persons will be charged from the time of entry until the end of the session.

May 30, 1838. 46w3

Office Mississippi Union Bank.

JACKSON, May 12, 1888.

DEAR SIR:—Enclosed I transmit the directions of the *Bank Attorney*, which you will please scrupulously observe in making your examination in the chain of titles to property proposed to be mortgaged to the Bank. When persons have not their chain of titles perfect, it will be imperative that they shall render them so before they are sent for the inspection of the Directory of the principal bank for final decision. The success of the institution, the prosperity of the people of Mississippi generally, and especially of those who may be the immediate stockholders, require that our action shall be marked with due precaution.

It is the sense of the Directory, that persons shall not be required to pay over the (2 1-2) two and a half per cent. on their stock until the Books of subscription, title papers, &c., are sent here, and finally passed on, and the stock graduated according to the charter, when the papers will be returned accompanied with a mortgage, to be executed by the subscribers, and money paid in; when, and not until then, will the stock be declared on, and certificates issued. My reason for being thus particular is, that numerous inquiries are made in relation to this matter. If you have progressed and find that you have been governed by a different rule of action, be pleased to change, so as to conform strictly to the present instructions. It will be an easy matter for you to correct any error into which you may have fallen; and be assured that in a business of such immense magnitude, it is of essential importance that uniformity and system shall govern us.

I have the honor to be,
Very respectfully,
Your obedient serv't.
H. G. RUNNELS, *Pres't.*

RULES prescribed by the Bank Attorney, for the regulation of Land Titles to be mortgaged to the Mississippi Union Bank.

1st. Fifty years possession in the tenant or his ancestor.

2d. Patent from the United States.

3d. Spanish and English grants legally and fully executed.

4th. Order of survey from the Spanish Government confirmed by the commissioners acting by the authority of the United States.

5th. Deed from Indians confirmed by the President.

6th. Indian reserves confirmed by the President.

7th. Receivers' receipts for money paid to the government for public lands, accompanied with an affidavit that the duplicate has not been transferred.

8th. When the certificates of the receiver of the payment of money is transferred, the transferee must furnish evidence that the transfer is according to the rules of the law.

9th. Where a purchaser, under the Government, has transferred his title by deed or otherwise, and has failed to transfer his certificate, or in case the same cannot now be tranferred in consequence of the death of the purchaser, or loss of the certificate, then a certificate of purchase from the receiver will be received as evidence.

10th. In connecting the chain of titles when no relinquishment of dower appears of record, the fact must be established by affidavit that the grantor was unmarried, or had no wife at the time of such conveyance, that could legally claim dower in the estate so conveyed.

11th. The title papers must be accompanied by the certificate of the clerk of the court of record of the county, that there is no mortgage, deed of trust, or other conveyance operating as a lien on the estate, either real or personal, proposed to be mortgaged to the bank, or if any such exist, state their amount and nature.

12th. Each subscriber must likewise accompany his title papers with an affidavit, that there are no judgments against him in any of the Courts of the State of Mississippi, or in the courts of the United States for the District of Mississippi, operating as a lien on the estate proposed to be mortgaged to the bank, or if there should exist any judgment or judgments, state their character and amount.

June 2, 1838. 46t3

☞ DRAWN NUMBERS of the Grand Lodge Lottery, Class A, for 1838.

45 62 38 43 68 30 2 74 20 47 3 55

Several prizes were sold in the above scheme by the undersigned. The lucky holders are requested to call and receive the cash or capitals in the next scheme. Office in rear of the entrance to Commercial Bank and Democrat office.

June 2 A. P. TOWNS.

Notice.

ON a final settlement between W. E. Smith, the former publisher of the Democrat, and myself, all the books, notes and accounts not settled have been transferred to me. I have assumed all the debts of the old concern, and all the sums due it are to be paid to me alone, Mr. Smith, having from this day, nothing more to do with the settlement of the business. As I cannot attend in person to the business, I shall be necessarily compelled to put a large amount of the notes and accounts unpaid, in the hands of an officer for collection. The debts of the old concern must be paid forthwith and I hope all those indebted to it will be prompt in discharging their dues. H H. WORTHINGTON.

April 8th, 1838.

To Builders.

WILL be let to the lowest bidder on the tenth day of July next, the job of building a Court House in the town of Greensborough, the seat of justice for the county of Choctaw, according to the following plan and specifications:

Plan for the Court House.

To be fifty feet long and forty-five feet wide; to be built of good brick, well burned, and eight inches long, four inches wide, and two inches thick; the foundation twelve inches under the surface of the ground, and to be forty-eight inches wide; the lower story to be thirteen feet between the floors; the walls to be twenty inches thick; to be two rooms fifteen feet square in the west end of said building, to be built of brick as high as the lower story, sixteen inches thick; to be three double pannel doors below, four feet wide and eight feet high; to be one door of common size through each partition wall from the entry; to be three eighteen light windows on the west end below, and four in each side and two in the east end; the lower floor to be well laid with brick, and raised 12 inches above the surface of the ground; the bar to be twelve inches above floor; the upper story to be constructed as follows: the wall to be sixteen inches thick, and eight feet above the middle floor; to be four rooms, three of the rooms to be twenty feet by twenty-five, and the other room to contain the balance of the house; to be a door to each room; to be four eighteen light windows in each side and end; the roof to be of good eighteen inch heart shingles; the middle floor to be well laid with inch and a quarter plank; the house to be entirely ceiled and painted white, all the rooms to be ceiled over head with plank; the window shutters to be pannel work and painted green; the doors to be painted mahogany color; the middle joists to be twelve by four inches thick; the upper joists to be ten by four inches; the roof to be of common pitch and rattered with good rafters; the ends to extend with brick up to the rafters; the judges seat to be well constructed and extending across the house twenty-five feet; stairsteps at each end to go up to the judges seat; the seat to be three feet above the floor; the front of the seat to be raised two and a half feet above the judges seat, and to be square and pannel work; to be two jury boxes ten feet long on each side of the clerk's table; and a suitable table for the clerk; the bar to be 25 feet long by fifteen feet wide, well banisered three feet high, with a suitable seat inside; to be spaces left at each end for the purpose of entering into the bar; to be two round pillars or posts eighteen inches in diameter, running parallel in front of the bar, and judges seat to be painted white; to be suitable stairs and casing running from the lower room to the upper room; the doors and windows to be faced with good heart timber at least as wide as the wall; there is to be a neat ten inch cornice.

All the work to be done in a workman-like manner. The undertaker will be requird to give bond and security for the performance of the work according to contract.

E. B. FULGHAM, Pres't.
Board Police, Choctaw co. Mi.

June 2, 1838 47w3 [Pr charge $18 00

Sheriff's Sale.

BY virtue of four writs of fi. fa. that issued from the circuit court of Lowndes county, and to me directed, I shall proceed to sell for cash before the court house door in the town of Columbus, on Monday the second day of July next, all the right, title claim and interest, that Edward Hardy has in and to the following section of land, (to wit:) Section number eleven township number seventeen, north of range seven east, and the improvements thereon.

Also one house and lot in the town of Colbert, the number made known on the day of sale, to satisfy said executions in favor of Moore & Carter and others. Sale within the hours prescribed by law.

JOHN W. BYRN,
Sheriff of Lowndes county.

June 1, 1838 47td [Pri. fee, $6 00.]

Education.

A LADY, well qualified by education and experience to impart instruction to youth, is desirous of forming an engagement from the 1st of August or September as Governess, in an intelligent and agreeable family—or she would take charge of a School in a healthful and pleasant neighborhood or village. The best of testimonials can be produced as to moral and literary qualifications, and a good salary will be required.

Any communication addressed to "A. C. D." and directed to care of John Brownlee, Esq. Columbus, Ms., through the medium of the Post Office, or left at the Office of the Democrat, will be satisfactorily and promptly answered.

Lowndes County, Mi. May 26, 1838.—46t5

Law Notice

DANL. JONES, having resumed the practice of law, will attend the Circuit Court of Yazoo, and the adjacent counties; he Chancery Supreme and Federal Courts at Jackson. Office at his residence Yazoo county, ten miles South of Benton, on the Clinton road. Address Benton, Yazoo Cty. Miss.

May 26th, 1838.—46-tf.

Franklin & Brother.

HAVE just received from New York and New Orleans, a fine assortment of Dry Goods, Groceries and Hardware, to which they invite the attention of their friends and the pubic.

May 26, 46--6t.

Notice.

20,000 Pounds, Fresh Family bacon, just received and for sale for CASH, or COTTON deliverable next winter. This affords planters a first rate opportunity of laying in their supplies for the summer.

SIMMONS & THATCHER.
Opposite the Court House.

May 26th, 1838.—46-tf.

Colbert Academy.

THE semi-annual examination of the pupils of Colbert Academy, will take place on Thursday and Friday, the 7th and 8th days of June next. Parents and Guardians of the pupils, and all others interested, are particularly invited to attend.

By order of the Trustees.

Colbert, May 26th.—46-2w.

Notice.

THE partnership heretofore existing between Billingsly & Hudspeth, is this day dissolved by mutual consent. All persons owing the firm will make payment to Wm. B. Billingsly, and those having claims against the same, will present them to said Billingsly, as he alone is authorized to close the business of said firm.

WM. BILLINGSLY.
SAM'L. M. HUDSPETH.

Louisville, May 17, 1838.—46-3w.

To the Public.

IT is a source of pain to my feelings to be compelled to come before the public to vindicate my character. But when I consider the tribunal before which I appear, and by which I am to be judged, I appear with renewed confidence. It was with some degree of surprise, that I read a communication in the Columbus Democrat of the 19th inst. "unequivocally" giving me the lie. As I had been absent from home sixteen days, I did not see that infamous production until the 26th inst. The public may easily imagine what my feelings were at that time. Suffice it to say, that if I had seen the reptile who wrote it, I should "unequivocally" have bruised his head; but fortunately for him, I have not seen his insignificant countenance since my return.

I think it nothing but due the public, as well as myself, to set forth a series of facts which will show to the satisfaction of every candid and well-disposed mind, that Davis' production is a base calumny.

It is notorious, that Davis and myself were doing business together, under the firm of *John Davis, & Co.* until the date of the notes mentioned in the "caution," published by J. G. Davis and myself, when he sold out his entire interest to the said J. G. Davis, his cousin. At the time of said purchase, he [John Davis] made a pretended showing of about five hundred and fifty dollars which he had vested more than me, which was the origin of the $1,100 note, mentioned in my "caution"; only half of which, Davis well knows, was to be paid by me; and the justness of which I should have never denied, if he had acted in good faith towards me, as one partner should do towards another, which he did not do, as I am able to prove.

Before I would consent to take J. G. Davis as partner, John Davis pledged himself to me, that he would assist me in making settlements at Mobile, because I was unacquainted and knew but little of the situation of our affairs there;—for, let it be remembered, he made all the purchases of goods that were made, and it may not be amiss here to state, that his purchases were never directed by prudence or economy. But how did he fulfil his pledge? He put out to Texas, and left me to settle a business which he had put it out of my power to understand. Now if the public will indulge me, I will present a problem. How is it that men buy goods and sell them at a large profit for nearly two years, then the amount of sales, together with the stock on hand, is less than the amount of debts contracted for goods? This is certainly the case. But lest Davis should give that the "LIE," I will state to the public, that I proposed to him when he returned from Texas, (in the spring of 1837) that he would take the entire proceeds of the establishment, and release J. G. Davis and myself entirely and settle all demands, which he then was willing to do, but which he now refuses. For I now say "unequivocally," that I am willing to surrender up to him the whole proceeds of the concern; to make a *full* and *bona fide* expose of *every* transaction since he sold out, and account for *every* dollar that I have ever received, and stand just as I was three years ago, if he will release me from any and every obligation on account of the concern. If Davis will not do this, does it not prove conclusively that my assertion, which he gives the lie, is true? And a further evidence is, that Davis has never presented that note to me for settlement, when he knew that I had almost enough of his paper to lift it. In August, (1836) Davis having gone to Texas, I was taken sick, J. G. Davis was taken sick, our creditors began to push, and I was compelled to sell the goods (at wholesale) at a sacrifice, in order to meet some emergent demands, the history of which I will here relate:

In December, 1835, or January, 1836, Davis went off to North Alabama, saying that he had a prospect of getting funds there, and requested me to buy cotton while he was gone; accordingly I bought Dr. Sanderson's crop, amounting to twelve or fourteen hundred dollars, for which I gave a draft at 30 days on John Davis. He came home without funds, went to Mobile with the cotton, together with George W. Wall's crop, which he received for shipment when he started to Mobile; I charged him particularly to retain enough of the proceeds of the cotton to satisfy the said draft, but before he returned the said draft fell due. I drew a bill of exchange on Messrs. Dobson & Williams, endorsed by Wm. Davis, P. Alexander, and Thos. Branch, and endeavored to sell it at Columbus, even at 20 days, knowing that the cotton would insure its acceptance; but unfortunately the bank was doing no business, and I was disappointed—and what was the result? Davis (or the commission merchants) sold our own cotton and Wall's, had the proceeds placed to our credit in Mobile, and came home without funds either to lift Sanderson's draft, or to replace Wall's money. They waited and indulged as long as men could have done, when I, to satisfy claims so just, sold the entire stock of goods on time, to P. Alexander, allowing him 20 per cent. discount for cash, to settle these claims. Where was John Davis at this time? In Texas! How did he get home? How he got to Mobile I know not, but that he received about one hundred and twenty dollars from Dobson & Williams, in Mobile, his interest in which he had sold to J. G. Davis, and for which he has never accounted, he cannot deny. But this is not all. While at Mobile, in the winter of 1835—6, he bought a gold watch and rigging for $200, of which I never saw any account; now, if he paid for it out of the funds of the firm, he of course ought to have charged himself to that amount; if he paid for it out of his individual funds, all his individual funds were vested, for which he now holds my note. And again: while he was in co-partnership with me, he entered into co-partnership with B. T. Rees, without my knowledge or consent. He bought goods for the firm of B. T. Rees & Co. for which he gave the note of John Davis & Co.; he bought groceries for B. T. Rees & Co., for which he gave a draft on J. Carter & Co. of Columbus, signed John Davis & Co., thereby making me responsible for debts that I was not the least interested in. These are facts, and "facts are stubborn things."

Now I ask any merchant, or any man of business, or any man of honor, if such a course shows honesty of purpose in him who practised it? Let candor answer. This is the man who has had the audacity to hold me up to public view to be a liar—this is the puppy (with but two legs) who says, that I ought not to be relied on as a gentleman. Whether such be the case or not, let my conduct speak for itself. Go to Lauderdale county, Ala. to the village of Lexington and vicinity, and ask that community what my standing was from childhood up 1832. Go to Franklin county, Ala. and ask what were my habits up to 1834; and as evidence is at hand, I refer to William P. Puller, Esq. of Columbus. Again go back to Lauderdale in another neighborhood, and ask Thomas Kennedy, Esq. at whose house I boarded in 1834, whether my course was honorable or not. Now call on the citizens of Hamilton and vicinity, the citizens of Monroe county, among whom I have lived since February, 1835, and let them decide. By their decision I either stand or fall; among them I have had all my misfortunes; among them, I, for the first time in my life, owed money which I could not pay. Ask them who have been here all the time, and borne up under every trial. Ask Gerge W. Laudermilk on what he founded his writ of attachment against Davis and myself, returnable to the circuit court of the county, in October, 1836.—Had I absconded? Again ask Mr Laudermilk who met him at the circuit court and adjusted his claim to his satisfaction, and whether my course on that occasion was honorable or not. Ask Dr A. U. Hardy, M. T. Hutchison, Davis G. Carter, and others with whom I had sundry transactions in 1837, if my course was such as to entitle me to credit, and whether they think I can be relied on or not. Then, fellow citizens, if I am not worthy of your confidence, denounce me; but if I am, sustain me. I ask not the sympathies of any man; I seek not the friendship nor protection of any man who thinks I do not deserve his regard. I stand alone—I belong to no party—but expect to be judged candidly by an impartial community, according to my merits. With these remarks, I leave Davis to the stings of his own conscience (if he has any) and the reproaches of the public.

As publications of this kind are rather expensive, I shall publish nothing more, let what may be said or done, until our difficulties shall have been settled by a court of justice. When I intend (if spared) to make an expose of every transaction in which Davis and myself are concerned. WESLEY SMITH.

Hamilton, May 30, 1838.

[Pr charge $18 00.

New and fresh Goods.

TROTTER & SYMONS, are now receiving their Spring and Summer supply of new and fashionable Goods, which will consist of almost every article a customer may desire. This stock was recently purchased in the northern Cities by one of the firm with much care and attention. We only ask those who are disposed to purchase fresh goods, to call and examine our assortment, and we promise to do all in our power to render every satisfaction.

TROTTER & SYMONS.

May 5, 1838. 43tf

Draper and Tailor.

HARRISON JOHNSTON, (successor to Irvin & Johnston) respectfully informs his old customers and the public generally, that he has just returned from the north with a splendid assortment of new and fashionable goods, consisting in part of super Blue, Black, Adelia, Brown, Green, Oxford and Cadet mixed Cloths; Blue, Black, and Ribbed Cassimers of very superior quality; Black Satin, plain and figured; Black Velvet, plain and figured; Vestings of every description; Bombazine and Thibet of all colors; Ribbed and plain Linnen Drills and Quiltings; Linnen and Cotton Shirts; Merino and Lamb's wool Shirts and Drawers; black Sattin and Linnen Bosoms; Linen and Silk Handkerchiefs; Silk and Cotton Hosiery, of all kinds; Silk and Horseskin Gloves, with many other articles too numerous to mention.

N. B. He hopes his old friends and customers will not expect him to give one, two or three years credit, as his means will not justify him doing business on such terms. As he has to pay cash for his goods and labor, he will expect the same, or at very short credit to those who will pay their accounts when presented. In all cases his accounts must be considered due when presented.

May 19. 45tf

Corn and Peas for Sale.

2,000 BUSHELS Corn and 500 do Peas for sale at my Plantation three miles from Columbus.

Dec. 2, 1837-24tf JOHN F. WILLIAMS.

Mississippi Grand Lodge Lottery,

DRAWS *EVERY SATURDAY*, SPENCER & WADDELL, *Managers.*

(Authorized by an act of the Legisirture.)

1 Prize of $15,000; 10 of $1000:

TICKETS $5,00; Halves $2 50, Quarters $1 25.

75 Numbers—12 Drawn Ballots:

RICH AND SPLENDID SCHEME!!!

1	Prize of $15,000	is	$15,000
1	5,000		5,000
1	3,000		3,000
1	2,000		2,000
1	1,500		1,500
10	1,000		10,000
20	400		8,000
20	250		5,000
165	100		16,500
63	60		3,780
63	40		2,520
63	30		1,890
63	20		1,260
126	15		1,890
3,780	10		37,800
23,436	5		117,180
27,814 Prizes amounting to			$232,320

Packages of 25 whole Tickets for $125, must draw $60, and may draw the four first capitals, which is $25,000.

Plan of Drawing the Grand Lodge Lottery.

To determine the Tickets entitled to prizes in the Lottery, seventy-five numbers, from 1 to 75 inclusive, will be severally exhibited to the public on the day of drawing, on separate ballots, and then deposited in a wheel; when 12 of them will be drawn out at random, by which there will be 220 Tickets with three of the drawn numbers on: 4,158 with two, and 22,456 with only one of them on. These Tickets will be prizes as follows:

Tickets with three of the drawn numbers on—

1st, 2d and 3d, the capital prize of			:	$15,000
4th, 5th and 6th	do	do	: :	5,000
7th, 8th and 9th	do	do	: :	3,000
10th, 11th and 12th	do	do	: :	2,000
2d, 3d and 4th	do	do	: :	1,500
1st 2d and 4th, 1st 3d and 5th, 1st 4th & 6th, 1st 5th and 7th, 1st 6th and 8th, 1st 7th & 9th, 1st 8th and 10th, 1st 9th and 11th, 1st 1st 10th and 12th, 1st 11th and 12th, each				1,000
2d 3d and 6th, 2d 4th and 7th, 2d 5th and 8th, 2d 6th and 9th, 2d 7th and 10th, 2d 4th and 6th, 3d 5th and 7th, 3d 6th and 8th, 3d 7th and 9th, 3d 8th and 10th, 2d 8th and 2d 9th and 12th, 2d 10th and 11th, 3d 4th and 3th, 3d 7th and 8th, 5th 8th and 9th 5th 9th and 10th, 5th 10th and 11th, 3d 9th and 11th, 3d 10th and 12th, each			: :	400
1st 3d and 4th, 1st 3d and 6th, 1st 3d and 7th 1st 3d and 8th, 1st 3d and 9th, 1st 3d and 10th, 1st 3d and 11th, 1st 3d and 12th, 1st 4th and 8th, 2d 4th and 5th, 2d 4th and 6th 2d 4th and 8th, 2d 4th and 9th, 2d 4th and 10th, 2d 4th and 11th, 2d 4th and 12th, 2d 2d 5th and 7th, 2d 5th and 9th, 2d 5th and 10th, each			: : : : :	250
All other Tickets with three of the drawn numbers on, each			: : :	100
Tickets with only two of the drawn numbers:				
Tickets with the 1st and 2d drawn numbers on				60
Tickets with the 3d and 4th	do			40
Tickets with the 5th and 6th	do			30
Tickets with the 9th and 10th on 11 and 12th drawn numbers on,			: : : :	15
All other Tickets with two of the drawn numbers on			: : : : :	5

Tickets without any of the drawn numbers on, are blanks.

☞ Tickets in the above Lottery for sale at the Bar of the Eagle Hotel and at the Exchange of Boss & Davis by A. P. TOWNS, Agent.

☞ For the sum of five dollars a handsome fortune may be secured.

Columbus, May 26, 1838 46tf