NEW-YORK, Wednesday, Nov. 14, 1849.

Messrs. Editors.—The *Herald* of yesterday contains a report, under the head of "Police Intelligence," which wants correction. The following are the facts of the case, as I have stated them before the Judge in Court:

On the 1st instant, about 2 o'clock P. M. I went down town smoking a cigar, and when passing Broadway, near Chambers st. where the new building of the Central Bank is erected, and consequently a very narrow passage there, as the building material was lying a good deal on the side walk—I passed Mr. Velren, who came towards me, the same way, so closely that we nearly touched each other. As I said above, I was smoking, and by accident I might have been spitting, and the wind, perhaps, blew it on his side. I did not notice the whole thing, as I had no intention of spitting on him, or any body, and went, therefore, along my way, as usual. After I had passed about two or three steps further, he came behind me furiously, addressing me: "You D——D Jew!" I, not knowing why he insulted me, turned in anger, and said to him: "You scoundrel, what do you want from me?" When he saw me aroused, he gave no answer further, and went back his way, and I proceeded my way too, not having the least idea why he insulted me. The day before yesterday, (Monday, the 12th instant,) after eleven days had passed, Mr. Joseph, an officer, met me in Chatham st. and said to me, laughingly, "Mr. Afner, I have a little paper for you—a warrant;" and added, "it is a complaint from a Priest." I went immediately up to the Court, and explained the case to the Judge in the same terms as I do here. The Judge, after a few minutes, said: "I have decided that matter—you must give $100 bail to keep the peace." I remonstrated, that it was Jew who *insulted me first*, but it was of no use—there was no hearing, no confrontation of both parties. What could I do? I obeyed, and gave the bail, considering myself lucky in not having been charged with some real crime—for, under such circumstances, such exercise of justice—condemning without proving—if he, or any other malignant man, should have charged me with trying to pick his pockets, it would have been believed, because he swore to it; and, knowing the law better than me, he was smart enough to go first to the Court, instead of me, who should have been the complainant, but which I did not, as a gentleman—besides, not knowing exactly the particular points of law here. I left the Court reflecting upon the difference between the despotism of Austria and Russia compared with this glorious country of freedom, and was unable to make a distinction between them—at least in social life.

In regard to the pretended threatening with my cane, I have to say, that in that moment of surprise and anger, if I was holding my cane in a defensive position, I think it is not very astonishing, and I am sure that another or more irritable man in the same position would have used his cane right away on the spot; and in spite of the decision of the Judge, I cannot believe that the law or any jury could find a man guilty for it under such provoking circumstances. So far the correction of the report.

In regard to the "d——d Jew" I have only to say, that I am a Catholic, and in my opinion, a better one than he is a Protestant, for swearing in the open street, and he a priest of a Protestant church too, is neither a credit for being a Christian, no matter of what confession or church, nor does it show a gentleman.

Respectfully, CHARLES S. AFNER.

Death of a Revolutionary Soldier—Mr. Clay—Markets, Stocks, &c.

Correspondence of The Tribune.

PHILADELPHIA, Thursday, Nov. 15.

This morning FREDERICK AXE, who held a commission in the Revolutionary Army, and fought in the battle of Germantown and other engagements, died at Manayunk, aged 93 years. He resided in that town for many years, and was held in the highest estimation by the citizens. His remains will be interred on Sunday next with military honors.

Hon. HENRY CLAY still remains in our city, and passes his time quietly in a round of social visits to his numerous friends.

Yesterday afternoon a young man named Thomas Welsh, a native of Ireland, fell through the hatchway of a store on the wharf, and was so seriously injured that he now lies at the Hospital in a very critical condition.

There has been but a limited amount of business transacted to-day, as both buyers and sellers are anxious to learn the tenor of the America's advices, now due, before operating. In COTTON our character sales of 100 bales Upland at 11½@11¾ cts. Flour market continues inactive, and only a few hundred barrels sanded brands have been taken for shipment at $5 2½ bbl. For city consumption the demand is limited at $5@5 12½ for common and good brands, and $5 25@5 50 for extra. RYE FLOUR and CORN MEAL are steady at $3. GRAIN—The demand for Wheat is less active to-day, but prices are steady at 85c for good red and 90c for white, at which rates 2000 bushels have been taken. Large parcels of Pennsylvania Rye at 60 cts. afloat. Corn is dully, further sales of yellow at 60 cts. weight. Oats are in limited demand at previous rates. 10 thousand bushels large sales have been reported. WHISKY is in fair demand at 23 cts in bbls; hhds command 22½@22½ cents.

SALES ON STOCKS—*First Board*—$1,350 State 5s, 89½; $2,000 do, 89; $2,000 do, 89½; $2,000 Pennsylvania 5s, 84; $1,000 Bank, 129½; $5,000 Wilmington R. R. 6s, 90; $1,000 State 6s, 90; $1,000 do, 90½; 4 shs Philadelphia Bank, 119½; $1,000 Ches. & Del. Canals, 97½; 10 shs Beaver Meadow R. R. 72½.

Second Board—18 shs Pennsylvania Bank, 109½; 1 sh Ches. & Del. Canal Stock, to, $2,000 Pittsburg 5s, 76, 76.

Post-Office Operations.

The Postmaster-General has established the following new Post Offices for the week ending November 10:

Office.	County.	State.	Postmaster.
E. Cratisbury	Orleans	Vt.	J. W. Simpson.
West Otis	Berkshire	Mass.	Ardon Judd.
Jonesville	Fairfield	Conn.	John Barks.
Shed's Island	Delaware	N. Y.	Chester Reed.
Bat Bridge	Sullivan	"	Peter C. Wyatt.
Pinkney	Lycoming	"	J. J. Goodenough.
Mansion Hall	Berks	Pa.	Hugh Lindsey.
Davistown	Greene	"	Al. R. Copland.
Douglass	Montgomery	"	A. K. Sandler.
Cecil	Washington	"	Rob. Johnson.
N. Sewickly	Beaver	"	Jonathan Lost.
Schoolcraftville	Berks	"	H. B. Gilds.
Ca	Chester	"	Isaac Pearson.
Elk Dale	Chester	"	Sam. Hughes.
Radnor	Delaware	"	Thos. R. Petty.
Fairmount	Venango	"	Wm. Shorts.
Portersville	Perry	Ohio.	Philip Adams.
Palermo	Carroll	"	John Wert.
Mill Creek	Williams	"	Calvin Ackley.
Pine View	Fauquier	Va.	G. H. Stribling.
Walnut Creek	Buncombe	N. C.	L. L. Branson.
Howellsville	Robeson	"	E. B. Pattison.
Montlevallo	Pike	Ala.	Jas. A. Brooks.
Taney	Choctaw	"	J. H. S. White.
Ichenetucassa	Hillsboro'	Fla.	J. Summerlin.
Frankeville	Claiborne P.	La.	D. Franks.
Allignier	St. Mary's P.	"	Seph. Delocky.
Talahalah	Newton	Miss.	Wm. Lovett.
Boggy Depot	Cherokee N.	Ark.	Wm. H. Guy.
Spring Hill	Navarro	Tex's	G. W. Hill.
Bethany	Bastrop	"	T. H. Davenport.
Young's Settlement	Bastrop	"	John Lytton.
Coker Creek	Monroe	Tenn.	Austin Fry.
Cookseyville	Crittenden	Ky.	John Campbell.
Brewersville	Jennings	Ia.	J. D. P. A. M. Chauncey.
Roland	Ballatin	Ill.	F. G. Harvey.
Bait Point	Dallas	Mo.	Lemuel Jones.
Whitehall	Lincoln	"	Wm. McKee.
Orinda Cross	Daviess	"	John Osborn.
Sextonville	Richland	Wis.	Eb. M. Sexton.
Fall River	Columbia	"	A. A. Brayton.
Philadelphia	Van Buren	Iowa.	John Patchett.
Wells' Mills	Appanoose	"	Am. Carpenter.
Monasville	Polk	"	John Bonsett.
Lovells	Monroe	"	Theodo Davis.
Nine Eagles	Decatur	"	Allen Scott.
Bear Creek	Poweshiek	"	Josh. C Talbott.
Wassonville	Washington	"	James Waters.
Portland	Oregon T.	"	Thomas Smith.
Salem	Oregon T.	"	J. B. McLane.
Vernon	California T.	"	G. A. Grant.
Cultonea	California T.	"	Jacob T. Little.
Sacramento City	California T.	"	H. E. Robinson.
Nickelson	California T.	"	Wm. Hopkins.
Benicia	California T.	"	C. W. Haden.
San José	California T.	"	J. D. Hoppe.
Sonoma	California T.	"	L. W. Boggs.

DISCONTINUED—Mummasburgh, Adams Co. Pennsylvania; Brotherton, Anne Arundel Co. Maryland; Marango, Morrow Co. Ohio; Cottage Mills, Franklin Co. Ohio; Eutaw, Randolph Co. Georgia; Christerville, Randolph Co. Georgia; Hughes, Cass Co. Texas; New Columbus, Jackson Co. Tenoessee; Allen's Grove, Fannin Co. Texas; Carleton, Polk Co. Iowa; Ivanhoe, Linn Co. Iowa; Monticello, Jones Co. Iowa.

NAMES CHANGED—North Fitchville, Huron Co. Ohio, name changed to "Olena;" Lower Sandusky, Sandusky Co. Ohio, name changed to "Fremont;" Melton, Chicot Co. Arkansas, name changed to "Gaines Landing;" Snow Creek, Maury Co. Tennessee, name changed to "Santa Fé;" Fall Branch, Washington Co. Tennessee, name changed to "James's Cross Roads;" City West, Porter Co. Indiana, name changed to "Fillmore;" Nave's Store, Livingston Co. Missouri, name changed to "Spring Hill;" Devereaux, Herkimer Co. New-York, name changed to "Stratford," Fulton Co.

[Wash. Republic

CHOLERA TURNED TO POISON.—The *St. Louis New Era* of the 5th says the supposed Cholera at Cape Girardeau, of which it made mention some days since, has assumed a different aspect, unveiling a most horrible attempt at wholesale murder on the part of some designing villain, by poisoning the public well at that place. When the steamer Pontiac passed, suspicion had just been aroused, from the fact that all those who used water from that well had been attacked, while other citizens were healthy. The greatest excitement and consternation prevailed. The well had been closed by the town authorities, and preparations were being made to have the water analyzed. It is said that 12 deaths had occurred, and numbers were in a critical condition. The symptoms of the sufferers are somewhat different from those attending Cholera cases, which in some measure served to excite and strengthen the suspicion that there had been foul play.

☞ Three negroes ran away from their "owners," in St. Louis, a few days ago, and were arrested in Illinois and returned to their masters. They made several attempts to escape. The man who seized them is a free negro, who it is said will be sent to the Penitentiary to explate his offence.

☞ The trial of CHILDS the Missouri Bank embezzler, was called on in the Criminal Court at St. Louis on the 5th inst. Six Counsel appearing for the State and seven for the defendant. The Jury had not been empanneled at our last advice.

HAWES & ROSE,
COUNSELLORS AT LAW,
San Francisco, California. n9 6m*
REFERENCES—Hon. B. F. Butler, E. H. Owen, Esq.

MARRIED.

On Thursday, 15th inst. by Rev. Dr. Bethune, Miss ELIZABETH M. COOKE to Mr. DAVID C. HALSTED, all of this city.

Nov. 14, by Rev. Vanderveer Broes, JOHN H. MATHEWS to CATHARINE L. HAMILTON, all of this city.

On Sunday, Nov. 11, by Rev. J. C. Dutcher, Mr. JOHN S. POWLER to Miss ANTHA E. ABBOTT.

On Tuesday evening, 13th inst. by Rev. D. Stocking, ALANSON FINCH to Miss MALVINA MURRAY, all of this city.

Nov. 14, at Bloomfield, N. J. by Rev. Mr. WILBUR, Rev. J. Green, N. Y. to Miss ABBY C. WARD, of the former place.

At the residence of her father in Rensselaer, on Thursday, 15th inst. by Rev. Daniel Cady, Mr. PETER M. HOUGHTALING, of Bethlehem, N. Y. to Miss SARAH, eldest daughter of Charles Hodges.

DIED.

Nov. 14, after a lingering illness, Mrs PATIENCE BRIGGS, relict of the late Joseph Briggs, aged 69 years.

The remains will be removed to North Castle, Westchester Co. for interment.

On Thursday, Nov. 15, of croup, infant daughter of S. O. and Emily A. Kellogg, aged 3 years, 4 months and 15 days.

Funeral Saturday afternoon, at 1 o'clock. Her remains will be taken to Greenfield, Westchester Co. for interment.

On Wednesday, Nov. 14, ELIZABETH, daughter of George W. and Hannah Edwards, aged 7 years.

The friends of the family are invited to attend the funeral this afternoon at 3½ o'clock, from the residence of her parents, 27 Fourth-st. Williamsburgh.

At Cold Spring, Putnam Co. on Wednesday morning, Nov. 14, at the residence of his son, Rev. R. G. Vermilye, W. W. VERMILYE, in the 84th year of his age.

The friends of the family are invited to attend the funeral this morning at 10 o'clock, from the residence of his son, W. R. Vermilye, No. 347 West Fourteenth-st. The remains will be taken to the family burying ground at Kingsbridge.

Court Calendar—THIS DAY.

CIRCUIT COURT—Same as yesterday.
COMMON PLEAS—Published Thursday.

Law Courts.

U. S. CIRCUIT COURT—Before Judges Nelson and Betts.—*Albert G. Sloo vs. George Law, and others.*—Application for temporary injunction and receiver as to contract for carrying U. S. Mail between Chagres and New-York. This case was continued. The complaint alleges that Messrs. Law and associates have been receiving from Government a credit of $3,000 per month on their mortgage of $900,000 since December, 1848, (the time that the Falcon commenced running, being one-fifth of the contract allowance,) and $10,000 a month from the Falcon for freight and passengers; also that they have been receiving an equal allowance since September on the Ohio, and her earnings, to one-half of which he is entitled; also, that the vessels have been coloured, &c.

Mr. Cutting, in behalf of the defense, closed his remarks about 2 o'clock yesterday, urging the points that the contract will not expire for two years, till the five steamships have been built and completely equipped and accepted by the United States, the completion of which have been delayed for reasons already stated. He showed the contract between the parties, in which Mr. S. transferred the contract, "which is stated as free and clear of and from all other and former grants, assignments," &c. Mr. C. relied on the fact that Col. S. had previously given a draft to an individual for $10,000, and wished Mr. Law to accept it. Mr. C. repeated with all the earnestness the imputations attempted to be cast upon the defendants, and urged that they have done everything which they were bound, either in law or equity, to do.

Mr. George Wood, also for defense, followed. He said the original contract between Mr. Sloo and the Government was a common law proceeding, and not affected by the commercial law, as was also the agreement between Mr. S. and Messrs. Law and associates, except the far as to sharing in the profits and losses. It is a special partnership, and no intended by the parties themselves to come within the law by which one partner can sell the other's interest, on the ordering to the agreement, having been mutually annulled by them; and the contract between Mr. S. and Messrs. Law and associates, and that between Mr. S. and the Government, became merged into the same contract.

Mr. W. remarked, that if an individual, such as Mr. Astor, had contemplated an enterprise such as this at Washington in 1846, he would have chosen another person to carry it out when had seen the ocean, but it is not always so with Governments.

The agreement of Mr. Sloo with Messrs. Law and others is contained in two branches—the first stating that Mr. S. has obtained from the Government the contract in question, and applied to Messrs. George Law, Marshall O. Roberts, Edwin Graves, [Mr. Sloo's nominee,] — Westmore, and Prosper M. Wetmore, to assist him in carrying it out—and they have agreed to do so [on the terms already stated]—and that he makes a contract with them to that effect—and that the said George Law and others will build and equip said ships, to be built under the direction and control of Mr. Law, he and his associates providing all the means, &c. (and in addition becoming surety for Mr. S. to the Government)—in consideration of which, the said Albert G. Sloo agreed to execute an assignment of the said contract to George Law, Marshall O. Roberts and Bowes McIlvaine (later Mr. S's own agent) as trustees to carry out the trusts entered into between Col. S. and the contractors, which assignment he executed.

This case, then, Mr. Wood said, has three sub-divisions:

1st. Mr. Sloo comes with this contract which he as a good politician has procured from the U. S. Government; and the contractors with certain individuals who (without advancing a single dollar himself) agree to build and fully equip the ships; and,

2d. The said ships, when completed, shall be passed to the three trustees named, to carry out the object of the agreement.

Mr. W. then took the point that neither Mr. S. nor the trustees had any right to the vessels or property till completed and accepted by the Government, and the contract fully commenced; that the contractors have advanced $110,000 beside the $200,000 procured by the trustees from the Government on the mortgage of the Ohio and Georgia, and that an injunction cannot lie, or receiver be appointed, the contractors having a right, till ready to deliver, to protect themselves, and having the legal interest.

The fact was also referred to, during the argument, that the case that Mr. L. has advanced to Col. S. the sum of $21,000.

Mr. Wood will resume his argument this forenoon.

CIRCUIT COURT—Before Judge Hoffman.—*James S. Holmes vs. Chandler Bond and others.*—To recover damages (amount laid at $20,000) for alleged misrepresentation of goods, given in exchange for a section of 640 acres of Texas land, although not specified. The necessity in this case being refused, Mr. Spratt opened in behalf of defense. He stated that Mr. Bond was applied to by Mr. Behrman to exchange goods for Texas land, but he did not wish to enter into any arrangement, and returned the paper left with him two or three times to Mr. Behrman—and that the latter finally induced him to consent, to which he passed off goods in the lot of Texas land which had been refused being refused.