NEW-YORK TRIBUNE.

The Great Gaines Case.

From the New-Orleans Delta, Jan. 24.

This long-delayed and much-contested case came up yesterday, before the Circuit Court, Judges McKinly and McCaleb. Messrs. Grymes and P. C. Wright, of our Bar, and Col. Campbell of Mobile, appeared for the complainant. For the defendant Greer B. Duncan, T. G. Morgan, and Miles Taylor.

After some discussion in regard to the printing of the record, the case was opened by Mr. P. C. Wright reading the first bill in Chancery, which, together with the other pleadings, we have, at great labor, condensed so as to present the points disentangled of legal technicalities and verbosity.

THE PLEADINGS.

The first bill in Chancery was filed by Mrs. Whitney, on July 26, 1836, in the United States Circuit Court, before Judge Samuel S. Harper. The bill was prepared by Jas. W. White, solicitor. The orator and oratrix are Wm. Wallace Whitney and Myra Clark Whitney, his wife. The bill proceeds to enumerate certain properties of which Daniel Clark died possessed, to wit:

1. The plantation, five leagues from the city, on the left bank of the Mississippi, including all the buildings, etc., purchased by Clark of Stephen Henderson for $120,000.
2. A square in Faubourg St. Mary, Second Municipality, bounded by Philipp, Poydras, Circus and Perdido sts. together with all improvements, etc. This square is worth at least $80,000.
3. A tract of land on Gentilly Road, 24 arpents front.
4. Lots number 194 and 196 on Royal-st. New Orleans.
5. Three lots, each 60 feet front by 120 deep, at the southern corner formed by the intersection of Dauphine and Burgundy sts.
6. A tract of 135 arpents on the Bayou St. John, adjoining the property of Evariste Rey.
7. A lot in the Faubourg St. John, half a league from the City of New Orleans.
8. Eight lots, from No. 1 to No. 8 inclusive, in Pailloux St. Joh.
9. 44 in Washington-st. in Faubourg St. John.
10. A square in Faubourg St. John, 300 feet front on St. John-st. 240 on Washington-st.
11. A plantation on the right bank of Bayou Lafourche, opposite Donaldsonville, at a distance from on the Mississippi River and 2½ Bayou Lafourche. The plantation, the 8th avers, was bought of Wade Hampton for Daniel Clark, and after Clark's death conveyed to one of the defendants in this suit, Richard Relf, as executor of Clark, who subsequently sold to Bartholomew Lafourche.
12. A tract purchased by Clark of Wm. Sampson, in June, 1812, at sale in Ascension Parish, on left bank of Mississippi, 18½ arpents front on Mississippi, and 40 in depth.
13. A lot in Second Municipality of New-Orleans, bounded by Tchoupitoulas, Tivoli-place, St. Charles, St. Joseph, and Camp, being lot of 3, E. corner of said square, formed by intersection of Camp and Tivoli—60 feet front on Camp, by 120 on Tivoli.
14. The undivided half of a tract of land at Manchac, on east bank of the Mississippi, which Daniel Clark to Celestan St. Martin—1 arpent front being conceded by District Court of Third District of Louisiana.
15. A tract of land near Duval's Plain, two leagues from the town of Baton Rouge, bought by Clark from Charles Ferrier, containing 400 arpents.
16. A tract of 14,000 arpents on the River Comite, 9 miles from the Amite.
17. A tract of 1,240 arpents in East Baton Rouge, 4½ miles from the Mississippi, 10 miles from Baton Rouge.
18. A tract of 3,964 arpents in Baton Rouge, 19 miles south of the line of demarcation.
19. A tract of 3,964 arpents on west side of the Comite, 3½ miles above Redwood Creek.
20. A tract of 4,000 arpents, 9½ miles from fort of Baton Rouge.
21. A tract of 21,000 on east side of the Comite, 8 miles from the Amite.
22. Undivided half of a tract in the Parish of St. John the Baptist, 12 miles from New Orleans, on the Mississippi.
24. Undivided half of a plantation in the Parish of St. John the Baptist, 4½ arpents front on the Mississippi.
25. A tract on the left bank of Bayou Lafourche, 4 arpents front on the Bayou.
26. A tract of 5,470 arpents on the Comite, on the eastern side of the Comite, 14½ miles from the old boundary line between the Spanish and American possessions.

The bill then enumerates the slaves of which Daniel Clark died possessed: they are two hundred and twenty-six in number. Then follows an enumeration of all his other property: cows, oxen, and other animals; furniture, flowers, etc. of the value of $4,044; and farming implements, etc. of the value of $8,084. Then comes the particular debts due to Clark, amounting to $2,000; and the debts due generally, amounting to $85,426; to which the petitioners also annex the claim filed by Chew and Relf, administrators of the debts due and other property, of Daniel Clark, of the value of $323,188.

The bill then avers that Daniel Clark intended to leave his property to Myra Clark Whitney, and did on or about July, 1813, duly make his will, declaring Myra Clark Whitney his legitimate child, and making all his property to her, naming as his Executors Coly. Joseph Deville, Dugouta Bellehasse, James Pilot, Chevalier Blanan De la Croix; said De la Croix to be tutor of the minor Myra. This will, it is further averred, contained several annuities to Mary Clark, Daniel Clark's mother, and to Caroline De Grange; and contained discretionary legacies to friends of Myra.

This will, it is alleged, was written by Daniel Clark, was read to Judge James Pilot, the late John Lynd, (Notary Public,) and Mrs. Harriet Smith, and its contents communicated to said Col. Bellehasse, to De la Croix, and Mr. P. B. Bolsfontaine; that Daniel Clark died about Aug. 16, 1813, without altering or revoking this will, leaving Myra, his only child or descendant, his lawful heir of all his property.

The bill then avers that Myra Clark Whitney is the identical and legitimate child of Daniel Clark. It further relates that shortly after her birth, which took place in July, 1806, Myra was placed by Daniel Clark in the family of Samuel B. Davis, with whom she lived in New-Orleans till 1812, and then moved to Philadelphia, she continued with Davis during Clark's life and some time after his death. While he lived, Clark exercised over her the authority, care and protection of a parent.

In 1811, Clark, fearing that Daniel W. Coxe of Philadelphia had involved him, assigned property to S. B. Davis and others to the amount of several hundred thousand dollars, to be held in trust for Myra, and made a brief and general will of all his property to his mother, appointing Richards Relf and Beverly Chew as his executors.

Daniel Clark returned from Philadelphia, and finding his interests not seriously jeopardized by Coxe, received back a portion of the property assigned to Davis, and declared that he should revoke the will in favor of his mother, and make one devising all his property to Myra Clark. This he revoked said will, and then made one in 1813, shortly before his death, leaving all his property to his daughter Myra. In his last moments he declared that he had made this will, and that it was contained in a certain drawer in his office. The will of 1811 continued in the possession of Relf and Chew. Relf was an agent of Clark, in his extensive affairs, and at and before the latter's death assumed control over his domestic affairs, and took possession of his papers—and that said Relf obtained possession of the will of 1813 and destroyed it, and substituted the revoked will of 1811—built it probated, and himself and Beverly Chew appointed executors. The bill then avers that there being no relations of Daniel Clark in Louisiana, said Chew and Relf fraudulently took possession of Clark's estate, and administered the same, falsely representing the estate to be insolvent, and selling or appropriating the same to their own uses, etc.

Myra continued with Davis till 1832, being always called Myra Clark until Clark's death, when her name was changed to Myra Davis, and she was kept in ignorance of her parentage and her rights until her marriage with Whitney, when she was made acquainted with her history, and ever since has been engaged in the prosecution of her rights.

Mary Clark, Daniel's mother, being dead, the other heirs of Daniel, are Eleanor A. Bussone and Jane Green, daughters of Mary Clark—Jane Green and Sarah Campbell, granddaughters of Mary Clark.

Then follows an enumeration of the owners of the property, which are as follows:

Tract 1, Walter H. Brown and John Holliday.
2, Roman Marmion, Jean Antoine, John Montian, R. Beckham, M. Marquez, J. Mathew, Thomas D. Hailey, M. Calloway, J. Bardaine, A. Pecanin, New Orleans and Carrollton Railroad Co. Widow Jaubert, Charles Patterson, and Charles Tuby.
3, F. Xavier Martin, (late Chief Justice,) and J. Hopkins.
4, Rasa Lemonier.
5, F. H. Pelopian and Toledano.
6, Mayor and Aldermen of New Orleans.
10, Augustus Payne and —— Wright.
11, Gabriel Winter.
14, Philip Minor, George Kenner, Duncan Kenner.
13, Lelieble Ferrier.

Then follows the names of François Dusuau de la Croix, as the possessor of 29 slaves, and Celestin Robert Avart, F. P. Labarre, Soulat Dupouat, Louis Desdiazes, H. Fortier, as the possessors of other slaves, belonging to the estate of Clark. All these parties are made defendants, as possessors of property purchased at illegal and fraudulent sales.

The rest of the bill repeats the facts averred before, and that the defendants have been required to give up the property, but they refuse, and further, that the defendants) aver that Daniel Clark was never married to Zulime Née Clark, mother of Myra Clark, but that said Zulime was the wife of Jerome De Grange, which is averred to be false Daniel Clark and said Zulime Nee Carriere having been lawfully married. It is further averred, that if Zulime was married to De Grange, the marriage was illegal, because said De Grange was the lawful wedded husband of another woman.

It is further alleged that the executors, Relfand Chew, did not act conformably to law in the administration of Clark's property, and various informalities are mentioned, which either the minor or her guardian, Whitney, had never been aware of these allegations, and the concurrence of the frauds and other irregularities of Relf and Chew—that their usurpation of the will of 1813 was well known throughout Louisiana.

The rest of the bill contains the usual clauses, and concludes by praying that Myra Clark Whitney be recognized as the legitimate child of Daniel Clark; that all the enumerated property be adjudged to be hers in virtue of the heirship, both as his legitimate child and as entitled under the will of 1813.

This is the substance of the original, the first bill filed by Mrs. Gaines, then Mrs. Whitney.

Then follows the demurrer of defendants, Relf and Chew, which denies that the bill contains sufficient ground for a writ of discovery, that the will under which complainants claim has never been probated, that they have their remedy at law; that it is not alleged in the bill that Mary Clark, the heir-at-law of Daniel Clark, is dead; they also set up the probated will of 1811, as depriving this Court of jurisdiction; that the effect of its judgment under the claim of the complainants would be, to set aside the proceedings of the Court of Probates of the Parish of Orleans, which could not be done.

This demurrer was signed by L. C. and G. B. Duncan, Isaac T. Preston, Lockett & Micou, L. Janin and Thomas Sidell, attorneys for various defendants.

The Judges of the Circuit Court being divided in opinion, the case on the demurrer went up to the Supreme Court of the United States, when Judge McLean, at the January term in 1844, decided—1, that the complainants had the right to sue the defendants jointly in the case, that the bill was not multifarious. 2. That the Court could not entertain jurisdiction of the case until the will set up was probated in the State Court. 3. That the case was a proper one for Chancery, and that it did not belong exclusively to a court of law.

In July, 1844, Myra Clark Gaines, the complainant, having lost her first husband, and married General Edmund Pendleton Gaines, amended her bill conformably to the suggestions of the Supreme Court, complaining that Caroline Barnes claimed a large portion of the property of the late Daniel Clark, by virtue of the will of 1811. They further aver that the Probate Court refused to probate a will unless it could be produced in open court, and that if said court had jurisdiction of such a will, the complainants despaired of success, by reason of the manifest prejudice of the Judge of said Court, and by reason of the direct interest of two of the Judges of the Supreme Court, (Martin and Matthews,) who had purchased at the sale of Clark's property under the will of 1811. They, therefore, discontinue the probate proceedings. They further allege that Mrs. Gaines is entitled to one moiety of Clark's estate by virtue of a conveyance from her mother, said estate having been acquired during the coverture of said Clark and wife. The claim of complainant is to the whole estate under the will of 1813—or that she is entitled to it as heir-at-law. If there be no will, she is entitled to one-half in right of her mother, and four fifths as forced heir of her father.

To this bill Chew, Relf and Ferriere demur, on the same grounds as in the former demurrer, alleging that the said bill disregards the decision of the Supreme Court, and on the additional grounds, that the matters set forth in the amended bill were not proper matters for amendment. Second, M. Z. Carriere (Mrs. G.'s mother) marriage with Clark, is not shown as to time or place, or that she is entitled to the benefit of the community. Finally, they set up the law of limitation or prescription.

Then follow the pleas of the defendants. They deny all the allegations in the bill that Clark ever possessed the property enumerated—that he ever married Z. N. Carriere—that Myra Clark Gaines was the daughter—that he never made any other will, but that of 1811—which said will was duly administered under the control and jurisdiction of the Probate Court of New-Orleans. They declare that Z. N. Carriere, before the birth of Myra, was married to Jerome De Grange, and said marriage had not been dissolved at Myra's birth.

After these pleas, come the answers of defendants. First, the answer of Chew and Relf. In their answer, they aver that Daniel Clark died in August, 1813—that he made his will, in due form of law, on the 20th May, 1811; and said will was duly probated in 1813, and Relf and Chew qualified as executors. All the charges and allegations in plaintiff's bill are expressly, and in general terms, denied. Mary Clary is averred to have been the only proper heir to whom Relf and Chew could account; she was the universal heir, and she had given them a power of attorney to sell and administer the property devised to her by Clark. Their acts, as executors, were fully approved by Mary Clark, while she lived. She died in Philadelphia, in 1834, leaving a will, appointing Joseph Reed her executor. Reed confirmed Chew and Relf as the agent for the estate of Mrs. Clark, whose will was duly recorded here. The answer further avers that Daniel Clark, previous to the year 1801, had carried on business with Daniel W. Coxe, of Philadelphia, and said parties had accumulated large property in the name of Clark. On 19th June, 1813, Clark entered into partnership with the defendants, Chew and Relf, who had succeeded to the business of the old partnership of Clark & Coxe, and agreed to divide all his property equally with them, except his house on the Bayou Road, and the property inherited by him from Thomas Wilkins. These defendants became entitled to one-third of all Clark's property.

Most of the property was held in the name of Clark, whose debts were enormous. Respondents were kept more embarrassed in the large transactions they had entered into with them in connection with Clark. In consequence of these embarrassments, they applied for a respite from their creditors, as well for the benefit of Clark's estate as for themselves. This was in 1814. The meeting of the creditors granted the respite, and they proceeded to dispose of the property, most of which was held in Clark's name. Said sales were made in the least disadvantageous manner. The sworn statement of complainant, about the will of 1813 and its destruction by Relf, is pronounced by the latter unfounded and false, under the sanction of an oath. The only will of Clark was that of 1811, and the whole conduct of Relf and Chew under the will is averred to have been just and legal. It is then alleged that Clark could not have legally married Zulime Nee Carriere, who intermarried in December 1794 with Jerome De Grange, who was living when Myra was born. Madam Carriere, who was married to Clark, first said Zulime, after Myra's birth, to wit, in 1808, had sued De Grange for alimony, representing herself as his wife; and in 1809 sued him for a divorce, which divorce was granted subsequent to the birth of Myra; and in 1808 said Mrs. De Grange married James Gardette, with whom she lived till his death; that Daniel Clark lived the five years after the marriage to Gardette, and on their first meeting resigned the lady as his wife; that if complainant was really the daughter of Daniel Clark by Zulime Nee Carriere, she was illegitimate, and could not, therefore, inherit by will or otherwise.

It is also averred that Madam Carriere was never introduced into the same society with Clark, and that at the time stated, Clark was paying his addresses to others. They repel the imputation upon his character involved in the charge of his connection with Mad. Carriere. They deny that Myra was ever recognized as the legitimate child of Clark, but aver that in 1817, Colonel Davis, in whose family Myra was raised, brought suit against them, as Clark's Executors, for the support of Myra, styling her his natural or illegitimate child, the mother of Daniel. But respondents deny this, that she is a child, legitimate or illegitimate, of Daniel Clark. They aver that they have never interposed any delay to the settlement of this suit; in proof of which, they refer to the suit of Whitney and wife in 1734, which was quashed by the complainants themselves; to the suit was quashed by the complainants themselves; to the suit against them for the trust funds alleged to have been appropriated to them, which was decided in their favor; to the suit brought by Relf against Whitney, former husband of complainant, for a libel, in charging him with destroying the will of Clark, which was decided in respondent's favor. They declare that Clark's property was sold on the most advantageous terms, and faithfully applied to the liquidation of his debts, which were very large—that to Daniel Coxe alone being $172,000. They aver that having homologated their accounts in the Probate Court of New-Orleans, they cannot be called on to account to this Court. They plead these probate proceedings as *res judicata*, alleging that they were not *ex-parte*, but were contested by De la Croix, one of the alleged executors of the will of 1813, and before Judge Pitot, Judge of the Probate Court, another of the executors of this same pretended will.

In regard to the application of complainants, to probate the will of 1813 in the Probate Court of New-Orleans, respondents deny that the question of jurisdiction was raised, but aver that the case was nonsuited, very properly, on the ground that the applicants failed to appear and present their claims. As to the alleged prejudice of the Judge of Probates, they aver that the charge is a slander placed upon the records of the Court, against one of the Judges of the State of Louisiana. The averment of interest in Judges Martin and Matthews, is also met by an admission as to the former, who was incompetent to act in the case of complainant, but is utterly denied as to Judge Matthews, and that even if it were true, there were three other Judges on the Supreme Bench, who could see that justice was done complainants. They aver that the intimation of the United States Supreme Court, that the Circuit Court could hold on to the jurisdiction of this Court, in order to oblige defendants to go into the Probate Court, was unnecessary, as the respondents have invited complainant to go into the Probate Court, and have offered to waive all pleas to the jurisdiction, in order to get a decision of this vexatious matter.

This is substantially the answer of Chew and Relf, sworn to and filed January, 1845.

The amended and Supplemental bill of F. P. Gaines and Myra Clark his wife, filed in 1848, contains all the substantial allegations of the original bill but renounces a claim under the will of 1813 as unnecessary, and claims four-fifths of the property as forced heir. The will, however, is asked to be recognized as a proof of the legitimacy of Myra, and her right to inherit four-fifths of Clark's effects. The amended bill concludes with certain interrogatories to defendants as to the manner in which they acquired their property.

Then follow the names of the defendants, who adopt the grounds set forth in the principal answer of Chew and Relf.

It is also alleged, in one of these answers, that if Daniel Clark ever was married, it was a fact in the parties in concealing and keeping secret said marriage from all the world, and said secrecy was violative of the laws of God and man.

After many tedious and complex interlocutory proceedings, plaintiffs filed a supplemental bill, in which they recite the facts of the case of Gaines vs. Patterson. The judgment in this case fully explains all its facts. It is as follows:

"This cause being come on for final hearing, by consent of the complainants, and the defendant Patterson, upon the bill, answers, replications, and the depositions taken and documents on file herein, and on the admission of the parties, that the estate in controversy in this case exceeds in value the sum of two thousand dollars, and the sum complainants and the defendant Patterson, respectively claiming and depending upon the decision of this suit, and the parties of the hearing of this cause thereupon, and agreeing that the cause shall be determined alone upon the merits, and the Court being now sufficiently advised of said concerning the premises, doth finally decree and order, that the defendant Patterson do, on or before the first day of the next term of this Court, deliver to the complainant, Myra Clark Gaines, all those lots or parcels of land lying and being in the city of New-Orleans, and particularly described in his answer and exhibits, and to which he claims in the under the said will of 1811, eighteen hundred and eleven, and the said will duly probated, and letters testamentary thereon issued only, and three-fifths under the law, it is further ordered and decreed, that the defendants pay the costs accruing on each of these suits as provided herein as have been decreed by the Court of Errors and Appeals of the State of Louisiana.

"From which decree the defendant prayed an appeal to the Supreme Court of the United States, which is granted.

On the appeal from this judgment to the Supreme Court, that tribunal rendered the following decision:

"It is ordered and decreed that the decree of the Court be reversed, and judge that a decree shall be made in this and Court, in this suit, declaring that a lawful marriage was contracted in Philadelphia, Pennsylvania, between Daniel Clark, and Zulime Carriere, and that Myra Clark, now Myra Davis, is the lawful issue of said lawful marriage; that the property in controversy in this suit belongs to her, that the property described in the answer of the defendant Patterson, in this suit, belongs to the estate of Daniel Clark at the time of his death; that it was illegally and by those who had no right or authority to make a sale of it; that the titles given by them to the purchaser, and by the purchaser to the defendant, Mr. Patterson, conveying those given by the buyer from the first purchaser to Mr. Patterson, are null and void; that the said Mr. Patterson, as part of the estate of Daniel Clark, for legitimate of the forced heir, and that the defendant, Charles Patterson, shall surrender the same, as shall be directed among other things to be done in the premises, as will appear in the decree and mandate of this Court to the Circuit Court in Louisiana.

By virtue of this decision, complainant declares that she is recognized and decreed to be the legitimate child and forced heir of Daniel Clark, as against all the defendants holding the same relation to complainants as Charles Patterson.

Defendants respond to this new issue, that they are not bound by a judgment against Patterson in a trial in which they took no part; that the whole proceedings in the case of Patterson were false and fraudulent, intended as an imposition upon the Court. That it was a decree in part consented by said complainants and Patterson; that fraud will be evinced and proved in many ways, and, among others, by the fact that said case was submitted to the Court on one day, and that on the following morning a decree was brought into Court in the handwriting of the counsel of the complainants—viz: R. H. Chinn, Esq.—in which, as a part of the decree of the Court, it was agreed between the complainants and said Patterson, that he, the said Patterson, should be put in possession of certain property claimed by him by complainants, and should take an appeal from said decree, without any security whatever; that, in fact, the complainants have always hitherto allowed, and still do allow, the said Patterson to enjoy the said property as owner; and so little respect have said complainants to said decree, that they have filed a petition against Patterson defendant in an amended bill, claiming the same parcel of ground in said decree referred to; all of which facts and many other acts of fraud which the defendant claims the right to adduce on the trial of this case, he declares make the decree mentioned by said complainants as having been rendered against Charles Patterson, wholly null and void as to this defendant, which fraud this defendant now puts forth as ground of defense in the same manner as if he had set he same out more fully and particularly, by way of special plea, or otherwise; and he prays that this Court may investigate this case upon its own merits, disregarding said decrees so rendered against Charles Patterson, first, as res inter alios acta, as to this defendant; and secondly, because they are collusive and were fraudulently procured.

The foregoing pleadings are given in regular order, to present the case in a clear and methodical light. The replications of complainants were filed 5th March, 1849, when the case was then put at issue. Before the answers of defendants were read, a discussion arose as to whether the parties should go to trial on the pleas or the answers.

Mr. Campbell submitted that the pleas were overruled by the answer, which was full.

Mr. Duncan read the rule of the Supreme Court, allowing the party to go to trial on the pleas.

Judge McKinley. As the pleas and answer seem to involve the same points, we will try the whole case together. Proceed with it.

After reading the pleadings, the testimony, which is very voluminous, was opened, and Mr. Wright commenced reading it, the exceptions to the testimony being reserved to be decided by the court before rendering judgment on the merits.

At three o'clock, Mr. Wright had finished but a small portion of the testimony, when the court adjourned till today.

* Mr. Ferriere has since been dismissed from the suit.

COMMERCIAL AND MONEYMATTERS.

Sales at the Stock Exchange.—Feb. 4.

$300	U S 6s, '62	104½	175	Canton Co	39
6,000	do, coupon	118	90	Erie RR	30½
11,200	do, '68	112½	50	do	30½
15,000	do, '67	112½	25	do	30½
6,500	do, '68	112½	100	do	30½
1,000	Ohio 6s, '90	106	200	do	30⅝
4,000	Ill. Bds, 6	4½	100	Reading RR	32½
3,000	Erie 7s, old	101½	150	do	32½
1,000	do, '73	95½	100	do	31⅞
1,000	do, '83	81½	100	do	31⅞
2,000	Read RR Bds	67	100	do	31⅞
1	Manhattan Co	154	100	do	31⅞
120	Mech Bk	117	50	Mad & Indianapolis	91
25	Bk of Com, full	149½	100	Harlem RR, 60 days	22
20	Ocean Bk	90	100	do	22
50	N Am Trust	100	100	do	22⅛
100	do	100	100	do	112 cash 34
150	Farm Trust	25½	50	Morris Canal	20½
200	do	26	50	do	19½
50	do	26½	25	do	19½
550	do	26½	50	Long Island RR	16½
50	Canton Co	39			

SECOND BOARD.

150	Erie RR	30⅝	100	Canton Co	39½
10	do	30⅝	100	do	39½
100	do	30⅝	150	do	39½
150	Farm Trust	26	25	do	39½
100	do	25½	25	Illinois Rr	8½
200	do	26½			

The House of Delegates of Virginia has under consideration a bill providing for the extension of the James River and Kanawha Canal to Covington, and for the reduction of the bonds, to be guaranteed for the use of the Company, from $2,500,000 to 500,000.

The twelfth annual report of the Philadelphia, Wilmington and Baltimore Railroad Company gives a highly faltering picture of the condition of that road. The receipts of the Company during the year 1849, were, from

Passengers	$336,429 24
Freight and express	60,077 01
Mails, rents, &c	46,607 33
	$441,613 58

And the expenses as follows:

Running expenses, including maintenance of way	$206,437 34
Miscellaneous and general expenses	26,679 02
Total expenses of Railroad, per statement (B)	$229,165 36
The interest on loan, &c. less that accrued on instalment on new stock, was	124,016 33
	$353,178 19
The receipts by the New Castle line during the same period were, from passengers	$127,262 42
Freights, rents, mails, &c	25,008 24
	146,270 66
And the expenses, including tax on capital	$111,816 76
And the interest on debts	6,906 29
	118,723 05
The total receipts during the year were	627,364 43
And the total charges against the same, for expenses and interest	$471,949 85
Dividend, Oct. 1, 1849	118,661 00
	590,591 85
Leaving net surplus	33,772 58
The surplus earnings of the three months, from Oct. 1 to Dec. 31, 1849, were	24,291 75
Together, being the surplus of revenue on 31st Dec. 1849, (see Treasurer's statement)	63,644 73

Receipts of Produce.

By Railroad, since Saturday—80 bbls. Flour; 250 pkgs Provisions; 126 do ashes; 33 do Wool; 3 cod fish; 75 bbls Whiskey; 1 do ales; 1 do Leather; 246 Cattle; 561 Sheep; 165 Hogs; 12 Calves.

Passengers Arrived.

By ship Europe, from Canton—Wm. S. Ogden, U. S. Navy, 2 dependents and servant; Mr. J. E. Hillreth.

MARINE JOURNAL.

PORT OF NEW-YORK....FEBRUARY 4.

Arrived.

Ship Rodiga, Barber, Canton Oct 21, Macao 25th passed Anjer 31 and 30 Java, Dec 27, tea, silks, &c, to Carey & Co. The Tiger accompanied two days in lat 10 N, the heart of the NE Trades, and lost the Trades in 14 N. The same which time has had tolerable fine weather, with the exception of a hard gale from the North, of Hatteras, Jan 30 and 31.

Ship Stephen Girard, Moss, Gibraltar Jan 12, mdse, &c, to J H Brower.

Brig Fen, Cutler, Trieste Nov 29, passed Gibraltar Dec 28, fruit, &c, to Nesmith & Welch.

Sch Miranda, Pinnemen, St Croix Jan 27, rum, &c, to master.

Sch Eliza Hopper, Johnson, Machias, lumber, to Wm. Sea, Mayhew & Co.

Sch Rod, Weaver, Aux Cayes Jan 19, logwood and coffee, to Geo Barrett.

Sch Lady of the Lake, Harris, Norfolk, corn, to master.

Sch Amelia, Heller, Fredericksburg, flour, to master.

Sch Patriot, Hand, Baltimore, corn, to master.

Sch Ann Smith, Hawkins, Baltimore, do.

Sch Delaware Farmer, Stokely, Delaware, corn.

Sch John J Hoopenan, Bird, Virginia, oysters.

Sch John Craven, Conroen, Virginia, oysters.

The report of the sinking of the ship Star of the West from the NW Spit, on this morning's papers was rather premature, as she is afloat at that place, having carried away her windlass in endeavoring to weigh anchor. Capt Lowber came to the City this morning in a pilot boat, and will sail almost immediately.

WIND—At sunrise NW, and moderate fin, and fresh.

Spoken, &c.

Oct 22, in the river Sarawak, Brown Tapie, ship Talbot, for Mylos, via Singapore, bound to Canton.

Nov 1, Gaspar Island, SW, by S, distant 15 miles, passed Swedish ship Superior, for Manila, bound to Antwerp, 18 days out—wished to be reported.

Nov 3, off Harper Straits, exchanged signals with ship Fair, Wilkes, for Manila, bound down.

Nov 10, off entrance port of Gaspar Straits, Dutch bark China, for Canton for Amsterdam, 30 days out—wished to be reported.

Domestic Ports.

NORFOLK, Jan 31—Arr sch Daniel Franks, Ferry, Santander for Baltimore; sch Senator, Knapp, do do, with Grafton, lime, to Dill Neale, Hinson Mills, Jan 30, lat 36 50 N, lon 75 50 W, spoke a brig supposed to be the Ann Eliza, of Philadelphia, from Liverpool for Baltimore, went up the bay yesterday.

WANTS.

WANTED—In a commission house a competent and experienced book-keeper. Address box 2025 Post Office. 1f 3t

JAMES WELCH, (a son of William Welch,) an Irish lad, now about 16 years of age, left his father's home about eighteen months since, in good health; he was accompanying his father on the Erie Railroad, near the village of Great Bend, but since that time has never been heard of, and it is feared that he is either dead, or been decoyed to the City of New-York. He is of light complexion, very short, thick set, with blue eyes, and has lost the first joint of his forefinger on his right hand; his mother is dead, and his father having traveled several hundred miles to find him, without success, is anxious to ascertain whether he is alive. Any information respecting him will be gratefully received by his surviving parent at Friendsville, Susquehanna County, Pennsylvania. 4f 3t*

BOARDING.

BOARD WANTED—By a man and wife, and a young lady, in a private family, where the gentleman can have an early breakfast. Neighborhood near the Bowery, and quiet; west side of town preferred. Would make a permanent arrangement with a suitable party. Terms must be moderate. Address R. B. B. Tribune office. 4f 3t*

BOARDING.—Gentlemen and their wives wishing to obtain board, can be accommodated with pleasant rooms in a house where there are a few select boarders. Also two or three single gentlemen can have full or partial board. The house has bath rooms. Apply at 535 Houston-st. a few doors east of Broadway. f2 3tos*

BOARDING.—One or two gentlemen and their wives, and a few single gentlemen, can be accommodated with rooms and board at 42 Warren-st. Reference exchanged. 4f 1w*

BOARD, 551 BROADWAY.—Large rooms, with small ones connecting, on first and second floor, suitable for families or single gentlemen, with or without board.—Hot, cold and shower baths. 2f 1w*

BOARDING.—A gentleman and his lady or two or three single gentlemen may obtain pleasant rooms, (the house being comfortably warmed throughout,) and the privilege of hot, cold and shower baths, at 61 Murray-st. 2f 1w*

BOARDING IN CATHARINE-ST.—Several gentlemen can be very pleasantly accommodated with board at 5 Monroe-st. corner of Catharine. Payment required promptly. 15 1m*

ROOMS TO LET—With or without board, a handsome suit of apartments suitable for a small genteel family, or two or three single gentlemen. The location is pleasant and central. References exchanged. For particulars, apply immediately at 178 Thomson-st. 2d door from Bleecker. 2f 3t*

WANTED—By a medical man, with wife, child and servant, a suite of apartments with board, in a private family. Terms must be moderate, location on or near Broadway, between Bleecker and Fourteenth sts. References exchanged. Address Dr. B. (before the 5th of February) Tribune Office. 2f 1w*

COMMISSION PAPER WAREHOUSE.

JOHN C. ROBERTS, No. 102 John-st. offers for sale now—

5,000 reams good straw Paper, different sizes.	
2,000 do do rag do crown and folio size.	
5,000 do do shoe, tea and bag papers.	
200 do 22x32, 24x36, 28x42 printing paper.	
3,500 do blue and white ruled letter paper in ¼ & ½ reams	
2,000 do do do cap do in white and	

half reams, together with a general assortment of Manilla, Hardware, Tissue, flat Cap, colored and other papers in great variety. 12f 2w*

PLATFORM SCALES

CAN BE PURCHASED at 57 South-William-st. N. Y. by wholesale or retail, at the lowest market prices, warranted for correctness, durability and style—not to be surpassed, all the bearings being of cast steel.

317 1m* PETER F. ELLICOTT, Agent.

REMOVAL.

WILLIAM BRUNNER, IMPORTER,

HAS REMOVED from No. 1 South William-st. to 37 Beaver-st. two doors from Broad-st. where he offers a large stock of Swiss and English goods. Merchants are invited to call and examine the stock. 5f 1m*

THE HEIRS AT LAW OF ROBERT HARDING, HENRY THOMAS and WILLIAM BUTLER, will please send their names and address to, or call upon JAMES D. STEVENSON, Esq. Counselor at Law, 25 Jolad-st New-York. 5f

SODA WATER APPARATUS of every description, either for the manufacture, drawing, or bottling of Soda Water, manufactured and sold by JOHN MATHEWS, corner First-av. and Twenty-sixth-st. N. Y. A lithographed plate with printed directions giving every information for the manufacture and putting up of the apparatus, the manufacture of the syrups, &c. accompany each apparatus. All communications immediately attended to on application as above. [128 4tOT*] 8 1m*

THE MECHANICS' INSTITUTE of the City of New-York require the services of an Actuary who combines with business habits practical scientific knowledge with a readiness to impart same by writing or otherwise. Applicants, stating salary required, with references, will address the President of the Institute, at rooms 102 Bowery, on or before the 15th Feb. 31 Recd*

ASTROLOGY.—Madam CRAVEN and M. BEROUGHT ON have received the greatest success Lottery numbers stated; business, marriage, and sickness described. Nativities written, $2 and $5. Questions answered by letter; lessons also given in Astrology, Astronomy, Palmistry, &c. Lessons 25 cents, lessons 50 cts. 3 Pelham-st. below Bowery, between Ninth and Tenth sts. Philadelphia. 2f 1m

TO SILVERSMITHS AND SILVER THIMBLE MAKERS.—For sale, a complete set of silver thimble makers' tools, consisting of presses, cutters and dies, punches and dies, bellows and burning-tube and tools complete, anvils, benches, &c. &c. Application may be made by telegraph or post to JOHN DOUGLASS, 128 Race-st. above Fourth, Philadelphia. 1f 3t

CO-PARTNERSHIP.

THE COPARTNERSHIP heretofore existing under the firm of HERBERT, OLMSTED & CO. is dissolved by the death of Henry G. Herbert. The business will be settled by the surviving partners, who will use the name of the late firm in liquidation.

JOHN OLMSTED,
DAVID H. ANTHONY.

THE SUBSCRIBERS have this day formed a Copartnership for the transaction of the offices of Commission and Commission business, under the firm of JOHN OLMSTED & CO.

JOHN OLMSTED,
DAVID H. ANTHONY.

New-York, Feb. 1, 1850. 1f 2w*

NOTICE.—The copartnership existing between the subscribers under the firm of A. H. WARD & Co. will expire on the 1st of February next, when it will be dissolved, A. H. WARD retiring from the same. The other partners will continue the business under the firm of WARD, DICKSON & CO. and settle the affairs of A. H. Ward & Co.

Paris, Dec. 27, 1849.

E. JACQUEMIN,
AUGS. H. WARD,
O. D. WARD,
JAS. DICKSON,
THOS. DICKSON, by his Attorney, JAS. DICKSON.

New-York, Jan. 17, 1850.

WARD, DICKSON & CO. have associated with them WM. H. WARD.

February 1, 1850. 1f 2w*

THE COPARTNERSHIP heretofore existing under the firm of BRADNER, BELL & CO. is this day dissolved by mutual consent. The business of the concern will be settled by either of the partners at 74 Cortland-st.

WM. R. BRADNER,
MIDDLETON BELL,
JNO. S. DAVISON.

New-York, Jan. 31, 1850.

JOHN S. DAVISON and MIDDLETON BELL have this day entered into copartnership under the firm of DAVISON & BELL, and will continue the Flour and Commission business at 74 Cortland-st.

JOHN S. DAVISON,
MIDDLETON BELL.

New-York, Feb. 1, 1850. 2f 1w*

NOTICE.—The partnership heretofore existing between Edward Crommelin, George D. T. Ordway, and Charles Crommelin, under the name of CROMMELIN & ORDWAY, has been dissolved by the death of Charles Crommelin, one of said partners. The subscriber will carry on the Roofing business at the stand of the old firm, 67 Washington-st.—New-York, Jan. 31, 1850.

EDWARD CROMMELIN.

NOTICE.—Having disposed of my interest in the late firm of Crommelin & Ordway to Mr. EDWARD CROMMELIN, he is duly authorized to use the name of the late firm in settling its accounts. I shall not be responsible for any outstanding accounts of the late firm after this date.

GEO. D. T. ORDWAY.

New-York, Jan. 28, 1850.

DISSOLUTION OF CO-PARTNERSHIP.—The co-partnership heretofore existing between DAVID JONES and JOSEPH A. STERLING, is this day dissolved by mutual consent. Persons having claims against said firm will please present them to Joseph A. Sterling, 44 Eldridge-st. and those indebted to said firm will please call and settle, to save further trouble.

New-York, Feb. 1, 1850.

DAVID JONES,
JOSEPH A. STERLING.

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