

est principles of honor, relinquished his hold, and sank beneath the wave, never to rise again.

Fortunately, about this time the boat struck upon a rock a little out of water, on which two of the men got, and secured the painter, so that the surf could not carry her off. She succeeded in reaching the rock after a hard struggle. Four of the party were up it. One of the sailors was still on the bar holding the people's head above water. We managed to haul the boat up and right her.

Getting into it, we were soon carried ashore by the surf, benumbed with cold, and half filled with salt water. We were, however, unable to assist the sailor, who still held poor Peoples. He was obliged to let him go to save his own life. He swam for the shore, but never had reached it, when he had been for the assistance of some Indians, who jumped into the water and helped him. Of the ten who left the big, five had found a watery grave. The unfortunate individuals were Linus, Bache and Browning, John H. Peoples, W. W. Chesire and one seaman.

As soon as possible we left the spot of disaster for the schooner, which was to be the Paragon. We were kindly received by those on board, and spent the night very comfortably. The next morning we went to visit our boat for the purpose of securing our blankets, but the Indians had taken everything, and broken up the boat to get the sails out of her.

Result of the San Francisco Election.

Table showing election results for County Officers, including names like Col. Jack Hays, John E. Tomes, and various judges.

Superior Court of San Francisco.

The Legislature met in Convention at one o'clock, P. M., on Friday last, for the election of a Chief Justice and two Associate Justices of the Superior Court of this city.

FOR CHIEF JUSTICE. P. A. Morse received 22 votes, G. W. Macran 19. FOR ASSOCIATE JUSTICES. J. C. Smith received 37 votes, H. C. Murray 32, W. M. Eddy 26.

The Health of San Francisco—A Year's Shipping.

Table showing return of passengers arriving at the port of San Francisco from April 15, 1849, to April 15, 1850, categorized by sex and origin.

There have been but three severe cases of cholera happening during the same period, involving any serious amount of damages.

There are at present in this city 27 river craft plying on the rivers, including steamers. Largest over 700 tons, the smallest about 6 tons.

The U. S. ships in ports of San Francisco and Benicia are: the Savannah, Vandalla, Warren, Preble, Fredonia, Far West—two latter store-ships.

Foreign ship of War: H. B. M. Steam Frigate Driver.

Free California Speaks of her Admission.

THE ADMISSION OF CALIFORNIA.—The position which the ultra Southern members have taken we do not believe will be sustained, but they are struggling with a determination worthy a better cause—it is their last death struggle, however, for should the question be decided against them slavery is restricted to certain limits, and will be destroyed.

The New Capital—Magnificent Offer of Gen. Vallejo.

We have received from San José the Report of the Committee on Public Buildings and Grounds, in relation to the permanent location of the Seat of Government of California.

Gen. Vallejo, a native of California, and now a member of the Legislature, offers a site lying upon the Straits of Carquinez and Napa River, where he proposes to lay out the capital to be called Eureka, or such other name as the Legislature may suggest.

That said permanent Seat of Government may be laid out in such form as five Commissioners may direct, three of whom shall be appointed by the Legislature, and two by himself.

That he proposes to grant to the State, for the following purposes, free of cost:

- 1. For building State Capitol \$125,000
2. Furnishing the same 10,000
3. Building State Library 5,000
4. Furnishing the same 5,000
5. State Library and Translator's Office 5,000
6. For the building of the Office of Secretary of State, Controller, Attorney General, Surveyor-General, Treasurer, and Board of Supervisors 20,000
7. For the building of the Office of the Secretary of State, Controller, Attorney General, Surveyor-General, Treasurer, and Board of Supervisors 20,000
8. Building Orphan Asylum 20,000
9. Building Female Charity Hospital 20,000
10. Building Male Charity Hospital 20,000
11. Building Asylum for Blind 20,000
12. Building Asylum for Deaf 20,000
13. Building State University 20,000
14. For University Library 5,000
15. Scientific Apparatus 5,000
16. Chemical Laboratory 5,000
17. Mineral Cabinet 5,000
18. Four Common School Editions 10,000
19. Building State Prison 20,000
20. For the building of a Lunatic Asylum 20,000
21. For State Penitentiary 20,000
22. For the building of a Reformatory 20,000

It is impossible for any portion of the State of California to be anything other than a free State, and that should Congress, in its bickering, see fit to circumscribe our boundaries, making a separate Government of the Southern half, it will result in the creation of two free States instead of one; a double devil for the torment of those who make our

action on the subject of Slavery the grounds of our

petition, at Los Angeles, for the purpose of initiating action on this subject, was no expression of the public feeling in that section; it was gotten up in secret, held in secret, and the very man who presided knew not its object when installed as chairman of its deliberations.

Had the people of California, through their representatives, and afterward by an appointed convention, ever manifested an opinion on the subject of Slavery, or ever made it a fundamental law of the State, its position would be unchanged. The people are the true sources of power. For them government is constituted. What suits them best, they know best; and when they declare their wishes, such declaration is bound to be respected. California has thus acted—and if, under this state of things, Congress feels bound to oppose our admission into the Union as a free and sovereign State, we shall feel called upon to declare our independence, and to look to our interests as a separate Government.

The citizens of this State have no desire that this alternative should be forced upon them; they deprecate all action tending thereto. But once presented, duty, as well as interest, is plain to us. WE STAND ALONE. [Pacific News.]

FIRE IN SACRAMENTO CITY.—On Thursday evening a fire commenced in the front part of the store of Messrs. Hoop & L'Amoreux, and spread rapidly to the north and to the south. The houses consumed fronted on the levee, between J and K streets. The El Dorado was next north to Messrs. Hoop & L'Amoreux, and next south to Messrs. Brown & Knowlton, on one side of flame. At the same time, the next store to the south, in which was the express office of Messrs. Brown & Knowlton, caught, and was speedily consumed. The wind was blowing from the north at the time, and Messrs. Fowler & Co.'s store next became a prey to the conflagration. The fire also spread in a northerly direction from the El Dorado to the general merchandise store of Messrs. Bailey, Morrison & Co. near the corner of J and K streets.

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State Expenses.

Table showing state expenses for the Legislative Department, Executive Department, and Miscellaneous, totaling \$350,934.92.

Latest from the Mines.

SOMONA.—MOST IMPORTANT DISCOVERY.—Our friend G. C. Bell, Esq., merchant, of Stockton, has just arrived from Sonora, and describes the excitement among the inhabitants of that town to be intense, in consequence of the late rich discoveries in this district.

MARIPOSA.—NEW CITY.—A new city, to be called the Mariposa City, has been laid out at the Mariposa diggings. It has been surveyed by Mr. C. Armstrong, the streets to be sixty feet wide.

MORMON GULCH.—A FACT.—Two men, named Myers and Brower, dug out, on the forenoon of Wednesday last, twenty-eight ounces, six dollars and a half, beside a lump weighing one pound four dollars and a half, all pure gold.

THE LATEST FROM THE MINES.—The operations on this vein have not yet commenced. Several fragments of veins were broken from the veins have been presented to us, and from an examination, we conclude that a rich harvest will be reaped.

FROM WEAVER'S CREEK.—We have just met an acquaintance from the mines on Weaver's Creek, who informs us that three men dug out, on Monday last, 8000 worth of gold dust; and that, on the following day, they dug out 8500 worth.

FLATTERY SUCCESS.—A young friend of ours, Mr. John Burling, from New York, who arrived in the Unicorn on the 10th of Feb. remitted by the California \$3,000 in gold and has \$800 more in hand—all dug by himself.

CELESTIAL MISCELLANEOUS.—The green ones about town were highly amused yesterday afternoon with a sight of some twenty or thirty Chinese gentlemen promenading in double file through Montgomery St.

ARRIVALS IN SAN FRANCISCO.—We notice among the arrivals at the St. Francis Hotel on the 15th ult. the names of Rev. Jesse Boring, Superintendent of the Methodist E. Mission, South; Rev. A. M. Wyman, Georgia; Rev. D. W. Pollock, Missouri; with their assistant colleagues, Mrs. Harriet E. Boring, Miss Julia M. Boring, Miss Ella C. Boring, Sarah J. Boring, Adelaide Boring, Margaret, John H. Boring, Mrs. Maria C. Wyman, Georgia; Mrs. Rhodes, North Carolina.

A GOLD MINE.—In the case of Boyden & Clark, settled by arbitration a few days ago in this city, it appears in evidence that the parties, as partners in a gambling establishment, from a cash capital of only \$2,500, had realized the immense sum of nearly \$150,000 in about thirteen months.

A NEW PAPER, called the Sacramento Transcript, has been issued in that city, published tri-weekly. The Place Times, the first paper established in that region, is also to be merged from a weekly into a tri-weekly. The Legislature have granted a charter for the city of San Jose, and an infamous Quarantine bill. The Prefect of this place has been suspended for arbitrary and unwarrantable acts, in checking the activity of the Ayuntamiento. In their turn, upon a bill of divers citizens, an injunction has been granted to stay their acts.

A Merchants' Exchange and Reading-room has been established by an association of merchants, who have also determined to form themselves into a Chamber of Commerce. Another Exchange and Reading-room has also been started by a company of concern.

The Anniversary of the Birthday of Henry Clay was celebrated with appropriate honors by a festival.

The steamer Tennessee arrived on the 14th inst. with 221 passengers. She departs to-morrow for Panama.

Henri Herz, the Pianist of European and American celebrity, has been here and given three Concerts with marked success. He is now in Sacramento. The weather is now fairly settled, and we look forward with confidence to future prospects.

The uncertain state in which California stands at Washington is the only thing that creates any uneasiness in our State.

Review of the San Francisco Markets.

We notice a general improvement in all markets of trade during the past three weeks, with daily evidence of continued activity. The transactions, although not large, exhibit a more uniform and healthy character than before.

GRAIN.—A moderate and steady business has been done in grain, with a slight advance in price. Sales of 100 tons in 15 packages, at 30 cents in bags, 27 cents in bulk.

WHEAT.—There has been no change in the price of wheat, which continues to be in short supply. The price of No. 1 white wheat is 1 1/2 cents, and No. 2 white wheat is 1 1/4 cents.

COAL.—The stock of Coal on hand is moderate, with a steady demand. Sales are made daily of all kinds of coal, at 20 cents per ton, and sometimes at prices varying from 15 to 25 cents per ton.

COTTON GOODS.—There has been a rather better feeling for domestic goods generally. Brown drillings and seersucker are in demand, and the latter are being made up in rather more quantity than at an advance of \$10 to \$5 per dozen.

THE STOCK OF ALL DESCRIPTIONS suited to this market is light, with fair demand. Dried apples in prime order readily command 30 cents; dried peaches 30 to 35 cents. Malaga raisins are scarce and much wanted. California raisins are in demand at 27 cents.

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The Nicaragua Treaty.

Convention between the United States of America and Her Britannic Majesty, concluded at Washington the Nineteenth day of April, A. D. 1850.

The United States of America and Her Britannic Majesty, being desirous of consolidating the relations of amity which subsist between them, and of settling forth and fixing in a Convention their views and intentions with reference to any means of communication by Ship Canal which may be constructed between the Atlantic and Pacific Oceans, by the River San Juan de Nicaragua, and either to both of the Lakes of Nicaragua or Managua, or to any port or place on the Pacific Ocean—

President of the United States has conferred full powers on John M. Clayton, Secretary of State of the United States, and Her Britannic Majesty on the Right Honorable Sir Henry Lytton Bulwer, a Member of Her Majesty's Most Honorable Order of the Bath, and Envoy Extraordinary and Minister Plenipotentiary of Her Britannic Majesty to the United States for the aforesaid purpose; and the said Plenipotentiaries having exchanged their full powers, which were found to be in the proper form, have agreed to the following articles:

ARTICLE I. The Governments of the United States and Great Britain hereby declare that neither the one nor the other will ever obtain or maintain by itself any exclusive control over the said Ship Canal; agreeing that neither will ever erect or maintain any fortifications commanding the same, or in the vicinity thereof, or occupy, or fortify, or garrison, or assume to exercise any dominion over Nicaragua, Costa Rica, the Mosquito Coast, or any part of Central America; nor will either make use of any protection which either may or may not afford, any alliance which either may or may not have with any State or people, for the purpose of maintaining or erecting any such fortifications, or of occupying, fortifying, or colonizing Nicaragua, Costa Rica, the Mosquito Coast, or any part of Central America, or of assuming or exercising dominion over the same; nor will the United States or Great Britain take advantage of any intimacy, or use any alliance, connection or influence that either may possess with any State or Government through whose territory the said Canal may pass, for the purpose of acquiring or holding directly or indirectly for the citizens of either of the one, any rights or advantages in regard to commerce or navigation through the said Canal, which shall not be offered on the same terms to the citizens of the other.

ART. II. Vessels of the United States or Great Britain traversing the said Canal shall, in case of the belligerent countries, be treated by either of them as if they were the property of the United States or Great Britain, and shall be entitled to the same protection and assistance as if they were the property of the United States or Great Britain, and shall be entitled to the same protection and assistance as if they were the property of the United States or Great Britain.

ART. III. In order to secure the construction of the said Canal, the contracting parties engage that if any such Canal shall be undertaken upon any fair and equitable terms by any parties having the authority of any local Government or Governments through whose territory the same may pass, then the persons employed in making such Canal, and who shall be protected from the commencement of the said Canal to its completion, by the Governments of the United States and Great Britain, from any unjust detention, confiscation, seizure, or any violence whatsoever.

ART. IV. The contracting parties will use whatever influence they respectively exercise with any State, States or Governments possessing or claiming to possess any jurisdiction or right over the territory which the said Canal shall traverse, and which shall be applicable thereto, in order to induce such States or Governments to facilitate the construction of said Canal by every means in their power. And, furthermore, the United States and Great Britain agree to use their good offices wherever or however it may be expedient, in order to procure the establishment of two free ports, one at each end of the said Canal.

ART. V. The contracting parties further engage that, when the said Canal shall have been completed, they will protect it from interruption, seizure, or unjust confiscation; and that they will guarantee the neutrality thereof, so that the said Canal may be forever open and free, and the capital invested therein secure. Nevertheless, the Governments of the United States and Great Britain, in according their protection to the construction of the said Canal, do not intend to guarantee any security which, if completed, always understood that this protection and guarantee are granted conditionally, and may be withdrawn by both Governments, or either Government, should deem that the persons undertaking or managing the same adopt or establish such regulations concerning the traffic thereupon as are contrary to the spirit and intention of this Convention, or that they are guilty of discriminations in favor of the commerce of one of the contracting parties over the commerce of the other, or by imposing oppressive exactions or unreasonable tolls upon passengers, vessels, goods, wares, merchandise, or other articles. Neither party, however, shall withdraw the aforesaid protection and guarantee, without giving six months' notice to the other.

ART. VI. The contracting parties in this Convention agree to invite any State with which both or either have friendly relations, to enter into similar stipulations with them, similar to those they have entered into with each, to the end that all the States may share in the honor and advantage of having contributed to a work of such general interest and importance as the Canal herein contemplated. And the contracting parties likewise agree that each shall enter into such treaty stipulations with each of the Central American States as they may deem advisable for the promotion of the said Canal, and for the protection of the said territory through which the said Canal shall pass between the States or Governments of Central America, and such stipulations should in any way impede or obstruct the execution of said Canal, the Governments of the United States and Great Britain will use their good offices to settle such differences in the manner best suited to promote the interests of the said Canal, and to strengthen the bonds of friendship and alliance which exist between the contracting parties.

ART. VII. It being desirable that no time should be unnecessarily lost in commencing and constructing the said Canal, the Governments of the United States and Great Britain determine to give their support and encouragement to such persons or company as may first offer to commence the same with the necessary capital, the consent of the local authorities, and on such principles as accord with the spirit and intention of this Convention; and, if any persons or company should be so favored by the United States through which the proposed Canal may pass, a contract for the construction of such a Canal as that specified in this Convention, to the stipulations of which contract neither of the parties in this Convention have any just cause to object, and the said persons or company shall have expended time, money, and trouble, on the faith of such contract, it is hereby agreed that such persons shall have a priority of claim over any other persons or company, in the selection of the United States and Great Britain, and be allowed a year from the date of the exchange of the ratifications of this Convention, for procuring their arrangements and preparing evidence of sufficient capital subscribed to accomplish the undertaking; it being understood that, if, at the expiration of the aforesaid period, such persons or company shall not be able to commence and carry out the projected enterprise, then the Governments of the United States and Great Britain shall be free to afford their protection to any persons or company that shall be prepared to commence and proceed with the construction of the Canal in question.

ART. VIII. The Governments of the United States and Great Britain having not only desired, in entering into this Convention, to accomplish a particular object, but also to establish a general principle, they hereby agree to extend their protection by treaty stipulation to any other practical means of communication, whether by canal or railway, across the Isthmus of Central America, or between South America, and especially to the inter-oceanic communications, should the same prove to be practicable, whether by canal or railway, which are now proposed to be established by the way of Tehuantepec, Panama. In granting, however, their protection to any such canals or railways as are by this article specified, it is always understood by the United States and Great Britain that the parties contracting or owning the same shall impose no other charges or conditions of traffic upon persons or property than that the said canals or railways, as just and equitable, to the said canals and subjects of the United States and Great Britain on equal terms, shall also be open on like terms to the citizens and subjects of every other State which is willing to grant them great protection as the United States and Great Britain.

ART. IX. The ratifications of this Convention shall be exchanged at Washington within six months from this day, or sooner if possible, in faith whereof, we, the respective Plenipotentiaries, have signed this Convention, and have hereunto affixed our seals.

Done at Washington the Nineteenth day of April, A. D. 1850. JOHN M. CLAYTON, Secy. of State. HENRY LYTTON BULWER, Envoy Extraordinary and Minister Plenipotentiary.

APPROVED AND RATIFIED: Done at Washington the 20th day of May, 1850. MARY MORTIMER, Secy. of State.

APPROVED AND RATIFIED: Done at London the 20th day of May, 1850. ALBERT MCLAREN, Envoy Extraordinary and Minister Plenipotentiary.

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Law Courts.

Superior Court.—Transferred Calendar.—Before Judges Coar, Mason and Campbell.—Dea. J. H. Jones vs. Geo. E. Stanley vs. James Watson & Co.—Action for alleged libel in the Courier and Enquirer. The defendant pleads that the publication was a true report of a public proceeding before a Magistrate, and was privileged. The plaintiff demurs. The question is whether a newspaper is entitled to publish proceedings in a Magistrate's Court in our Police Courts or not. Judge Campbell, in this case, delivered the opinion, citing from Lord Denman, and other Judges in England, to show that they are not, and that it is a newspaper's obligation to take the risk of an action for libel, and the responsibility of showing that the complaint against the party which they publish was true. Papers published, in regard to criminal complaints, to public proceedings, whether they come to trial, do so fully and accurately. The Court decided that the publication of preliminary proceedings before a Magistrate was not a privileged publication. The Judge concluded his opinion by the idea that people should mind their own affairs, and not administer to the "morbid" curiosity of others. The Judge remarked that the subject has never before been passed upon in the State. [Of course he meant never passed upon in appeal. We have heard of cases, but the rule that whatever is published in a public Police office or elsewhere in public judicial proceedings are held, and which the public have a right to attend and to hear, that it becomes public matter, and that the newspapers have the same right to give it to the public as the latter have to go and hear it. We have heard, on the contrary, one or two other Judges hold a different sentiment.] As this Court is, in fact, a bench of the Supreme Court, the case is, in fact, a binding one, unless it should be reversed by the Court of Appeal. Every complaint as to matter, robbery, and every other crime, of course, is included. Demurrer overruled, with costs. [Cornelius Canouse vs. John M. Austin.—Writ of error from Common Pleas in judgment by default, brought in Court below by Mr. M. to recover for Solicitor's fees. The claim was originally \$1,000, but the Common Pleas, after an application to permit it to be ascertained to the U. S. Circuit Court, on account of one of the parties residing in New Jersey, permitted the complaint to be amended so as to reduce the amount below \$500. It is contended that the Common Pleas, on petition, was bound to have the case sent to U. S. Court. This Court considers that application should have been made to U. S. Court for mandamus, and that objection should have been taken in Common Pleas.—Held, that the judgment of an inferior Court cannot be reversed upon any ground for which the plaintiff in error might have availed himself by a plea in bar or in abatement in the Court below. Judgment affirmed.]

Jane F. Halstead vs. David P. Halstead.—This was an exception to Master's report, (on a suit for divorce on the ground of infidelity), settling the allowance to be paid during life to Mrs. H. complaining that the report did not allow enough. The Court thinks the report correct. Exceptions overruled.

John A. and E. Wheaton, ad. Samuel White & Co.—Held that plaintiff, by electing to prosecute the original letter, had discharged the defendant. Demurrer allowed.

Rachel Browne, appellant, vs. Charles De Siding, respondent.—To recover by Mrs. B. a share of the estate of her deceased sister, also sister of Mrs. De S. who left a will giving the bulk of her property, we believe, to the latter.

Held that when one of the witnesses merely saw the testator sign the paper, and then he and the other witness put their names as subscribing witnesses, but nothing else was said or done by the testator in presence of the witnesses, the execution was defective, and the deceased must be considered as having died intestate. Decree of the Supreme reversed.

Geo. S. Howland vs. Isaac Willet, Sheriff—Ralph vs. Isaac Willet, Sheriff—This case was on a writ of habeas corpus, and the Court considered the charge in the Court below erroneous. New trial granted; costs to abide event.

John W. Jones et al. vs. John L. Schrage and others.—On a note given by Mr. J. to Mr. Crawford, and endorsed by others. The note appears to have been given for stock in the Hagerstown Bank, with a view to control it, issue bills of the Bank and open an office in Wall-st. and issue and redeem them here, contrary to the statute. The defense was that the note was void on that account. The Court held that the action could not be maintained even if the note was valid, as it was not given to the Bank itself, but could be when merely given to a holder of the stock for that stock. Motion for new trial denied.