Our Paris Correspondence.

POLITICAL.

PARIS, August 12, 185 2.

Political Amnesty—The new form of Government—Louis Napoleon's Marriage—Arrangements for the Empire—Movements of the President and his Uncle—All Quiet in France—Important Social Regulations—The French Troops in Rome—Anticipated Marriage of the Emperor of Austria—Hungary and the Emperor of Austria—Greece and Mr. King's Affair—Tripoli—Significant Crisis in Portugal—Rosas and his Daughter in Paris.

The principal news of the week, among the details of the preparation of the *fête* of the 15th instant, is the partial annuity signed by Louis Napoleon, on the 7th instant, by which MM. Creton, Duvergier de Hauranne Chambaille, Chiers, de Rémusat, Jules de Lasteyrie, General Laidet, and Anthony Chouret, are allowed to return to France and to retain their citizenship. The interdiction to reside in France which had been signed by the decree of January 10th, has also been recalled in behalf of Messrs. Toly, Signard, Michel Renaud, Belin, Theodore Bac, Mallotte and Besse.

This, as it may be seen, is but a partial amnesty; Louis Napoleon's intention was to make it full, and to allow all those whom he had thought prudent to exile out of France, after the *coup d'état*, to return among their relations and friends; but his ministers, particularly MM. Fould, de Persigny, and several of his private advisers, including M. Baroche, have assured him that it would not be proper, at the moment of the eve of the proclamation of a new kind of government, to grant a full pardon to men who, not being bound to him by any other tie but that of a very doubtful gratitude, would perhaps return to France, with intention of revenge, and force him to be more severe against them.

It is now my duty to say that this amnesty, though not so complete as was expected, has caused a very favorable impression among the people, and has, no doubt, augmented the number of those who formerly were still enemies of the Prince President.

The rumors of the so long expected empire are still afloat, and though nothing, as yet, leads me to suppose that this event will take place on the occasion of the coming feast, many are of the opinion that this new form of government is the only one which can be organized for the happiness of France. The retreat from the ministry of the three ministers, Casabianca, Turgot, and Lisbonne Durelle, may be attributed with much reason to the desire they had shown to see Napoleon declare himself an Emperor on his return from Strasbourg. They told him that the general enthusiasm was sufficient proof that the people would see with much pleasure the opportunity of the immediate proclamation of his new government. On another side, the remaining part of the State Council and General St Arnault particularly, had violently opposed the immediate change in the title of President to that of an Emperor. In the meantime, several departments of France are sending to Paris petitions, signed by many influential persons, by which the empire is demanded, as a very important movement for the security of the French people. I can't tell that they are right—time will only prove if this is the proper course to be followed by the Prince President, instead of keeping his quiet position of a powerful chief of the State.

The wedding of Louis Napoleon is also the cause of much gossip in the political circles. Some diplomats have assured me that the President's journey to the Southern States of France would be postponed, in order to have the marriage celebrated before his departure. But I am now quite certain that such will not be the case. M. Drouyn de L'Huys, the new Minister of Foreign Affairs, has received orders to settle everything respecting it, and the ceremony is to take place when the President has returned from Toulon and Marseilles—that is, at the end of September. In the meantime, I am told that the future wife of Louis Napoleon has declared that she was to contract marriage with an emperor, and that "only" when an emperor.

Whilst Louis Napoleon is thus expecting the opportune moment to change his momentous and precarious position into a settled and strongly organized government, his new "imperial" house is openly formed, though it is not publicly announced to the people by bills posted on the walls. The *Almanac National* of Messrs. Guyot and Scribe, for the year 1852, which has just been issued, gives a full description of the different departments of this suite of *attaché* to the person of Louis Napoleon, among whom I found two governors of the palaces, one prefect of the palaces, three secretaries, a librarian, two esquires, two captains of the chasing, two introducters of ambassadors, two intendants, two distributors of pensions and alms, one treasurer, six doctors, eleven aid de camps, eleven officers of ordinance, and more than one hundred persons attached to the body of the Prince. Every department of Louis Napoleon's house is described with details, and no one can deny that this *maison* is that of an Emperor, and not that of a President.

Louis Napoleon left Paris on Saturday morning last, to go to Tologne, to visit his newly purchased estate, and see how his instruction—respecting the amelioration of the territory, lands and inhabitants, had been followed. He went out of St. Cloud *incognito*, followed only by a few friends of his *maison*, and by a special train of the railway. According to the reports received from this part of France, the Prince was received with the utmost enthusiasm by the simple inhabitants of the villages, where he spent a few hours on his way going and returning. The *Te Deum* hymn was sung with enthusiasm, and shouts of *Vive Napoleon* uttered during his passage. The President returned to his palace of St Cloud, on Tuesday afternoon. It had been rumored that he had gone to Baden, to see his betrothed; but this was a mere invention, made up by a few correspondents of the Belgian newspapers.

The uncle of the President, who is on board the steamer Reine Hortense, visiting the principal seaports of the ocean, on the shores of France, is received with great enthusiasm. Though it is astonishing to see how the ex king Jerome receives the same honors which would be rendered to the President, it only corroborates the idea that the mission of the President of the Senate is official, and that he is gone to see if the Napoleonians of the departments are ready to proclaim or adopt the Emperor.

The elections of the members of the common and general councils, of the departments of France, seem to meet with many difficulties; and the Republican, Orleanist, and Legitimist parties have tried all in their power to force their adherents not to join in the elections. Their intention is not only to prevent the "mechanism" of the government, but also to see how the system of the 20th of December last can be carried on.

Prince Lucien Murat has been elected in the arrondissement of Marennes, the *Charente inférieure* has met with great opposition; and, though he was the candidate of the government, was not supported by the Napoleonians.

The utmost tranquillity now reigns all over France, and nothing for the present seems to be expected which will trouble the peace of the country. The only exception to this is a sort of conspiracy which has been discovered near St. Chamond, at the village of Isien, which, after all the investigations and searches, turned out to be only a clandestine manufacture of powder for sportsmen.

The festival of the 15th inst. promises to be at the same time political and amusing. The principal characters of this *fête*, will no doubt be political, and all the bishops of France have received orders to celebrate the offices of the church, as was done during the restoration, and also before the empire, since the time of Louis the XIIIth.

Several very important regulations worth being noticed, have been published by the *Moniteur*, and among them is the letter directed to all the prefects of France, inviting them to be very careful about the books which are sold by pedlars, and to prevent the sale of works which could injure the public mind. The second is relative to the theatres of the province. Orders are given not to allow, under any consideration, performances which would produce bad effects upon the people, and to repress all acts which might offer a favorable example to the minds of the citizens of the departments. This is an excellent decision, which has met with approbation.

Much talk is entertained here about the contemplated change of the present salaries of the members of the Legislative corps. It is said that every Deputy would receive a sum of 9,000 a year.

M. de Persigny, who, on account of his health, has been sent by his doctor to Dieppe's sea baths, has been replaced in his duty of Minister of the Interior, by M. Magne, Minister of Public Works.

The news from Rome is always the same. It is rumored that the French troops are to be removed from the Papal dominions, with the exception of 2,000 men, who would remain at Civita Vecchia. The troops of the Pope would be composed of Swiss, German, and Irish, who would form a single body. The only opposition comes from England, about the Irish, who are forbidden to leave their country and to enlist for Italy. The Prince of Holland is said to be the diplomat, in the care of whom the entire settlement of that affair has been entrusted.

From Austria we learn the intelligence that the Emperor is decidedly on the eve of marrying the Princess of Saxony. The parties are to meet at Ischel, and the Archdutchess Sophia, with the Archduke François Charles, will join the two families. The King of Prussia and the Queen, are also expected there.

In Hungary, where the Emperor is still pursuing his triumphant journey, a very important law is to be promulgated, which will totally annihilate the feudal rights, one of the most important causes of the last war in that country. No doubt this will give more partisans to the Emperor than the absurd declamations of Kossuth and his companions.

The postal arrangement between Prussia and the United States was signed a week ago, and will, no doubt, be of much use to the two countries.

From the Detroit of Dardanelles, July 25th, we received the news that the man-of-war Charlemagne had entered the waters of the Turkish channel, and been received with great honor. M. and Madame de Lavalette, returning to the Embassy of Constantinople, were on board of her.

From Greece, the news arrives that an American frigate entered the port of Piréa, at Athens, to force the government to give a cathegorical redress to the insult given to Mr. King, whose citizenship had been violated. It is hoped that the explanation will prove satisfactory to the American commodore, and thus he will avoid hostilities.

At Tripoli, the French fleet has forced the regent of that barbarian tribe to yield to the order given to them, to deliver three French sailors, deserters, who had desired to return under the French flag, and remain no longer under the dominion of the Tripolitan Bashaw. The sight of the French fleet was sufficient to pacify the country.

Don Pedro's wife, Princess of Braganza, gave birth, on the 5th inst., in the Chateau de Henbach, to a princess, who was christened with all the honors due to a child of the royal blood. The most illustrious nobleman of Portugal had come to Germany, to assist at the ceremony, and thus protest against the actual government of the Queen of Portugal. This has, no doubt, a very great signification at this moment of the crisis in the Peninsula.

Rosas, and his daughter Manuelita, are here in Paris, incognito.

The nephew of Abd-el-Kader, and his *douara* (his women and children), left the castle of Amboise, on the 8th inst., and is to be restored to his native land. These Algerians return to Africa by the way of Marseilles. The only prisoners now remaining in France are Abd-el-Kader and his family.

B. H. R.

Supreme Court—Special Term.

Before Hon Judge Roosevelt.

AUG. 28.—DECISIONS—*John Labagh vs Abraham I. Labagh and others.*—The defendant, Forsyth Labagh, did not forfeit the buildings put up by him on the premises held in common. He may be liable for damages to his co-owners, should they sustain any, by his omission to remove the buildings within the time stipulated; but the buildings are still his property—and being a joint owner of the ground, he may enter to remove them without being a trespasser. The decree must, therefore, provide, that he be at liberty, at any time within ten days after the sale, if not done before, to remove the buildings, and that the loss be sold subject to that reservation.

George S. Eldridge vs. Thomas Rogers—The plaintiff sues, as owner, by assignment of a contract. The defence, so far as it need now be considered, is substantially, that the contract made with the plaintiff assignor, was so made with him as agent of the Telegraph Company; that the promised payment of $100 was intended for their, and not his, benefit; and that the amount has actually been paid accordingly to the company. This statement, if true, and if admissible by the rules of law, is clearly a just and conclusive answer to the plaintiff's action. The plaintiff, for the purposes of the argument, by demurring, admits the truth but denies the admissibility of the defendant's allegations, contending that his adversary, contrary to a well established rule of law, and seeking to vary, contradict or explain, by parol proof, a written instrument. As a general principle, this cannot be done. The conversations and negotiations of the parties, antecedent to, or simultaneous with a written agreement, are merged in the writing. That is regarded as containing, and as the best evidence of their true, entire and final understanding. And all experience, as well in common life as in courts, illustrates and confirms the policy of the rule. But, like other rules, it has its qualifications and exceptions. Collateral facts, contemporaneous history, commercial or local usages, having a bearing on the transaction, may always be strewn. So also (says Phillips, p 561) "Parol evidence is admissible to show that a written contract purporting to be made between A and B, as seller and buyer, was in fact made by B, not on his own account, but as agent of a third person." In the case of Wilson v. Hart (7 Taunton Report, 304) Justice Parke says: "It is the constant course to show, by parol evidence whether a contracting party is agent or principal." The case of the Mechanics Bank v. the Bank of Columbia (5 Wheaton's Reports, 323) related to a check drawn by William Patton, Jr., in his own name, without the addition of Cashier. On full argument, the Supreme Court at Washington held that it was competent to prove that Patton was in fact Cashier of the Mechanics Bank, and that, although signing only his individual name, he did the act in his character of agent. The answer in the present case may not be drawn with strict technical precision. Its defects, if any, in that respect, should have been corrected by motion. They cannot be noticed on demurrer. That only presents the question whether, in substance, the facts alleged, if admitted or duly proved, would be sufficient to constitute a defence to the action. As in the opinion of the Court they clearly would be, the demurrer must be overruled and judgment given for the defendant; with liberty, nevertheless, to the plaintiff, if so advised, on payment of costs, to reply, provided he do so in twenty days after notice of this decision.

In the matter of opening 119th street, from Fourth to Eighth avenue, in the City of New York—The commissioner's report confirmed.

Common Pleas—Special Term.

IMPORTANT DECISION BY HON JUDGE DALY.

Coulten vs Suydam—I think the defendant had a right to serve the amended answer. The case is very different from Watkins *vs.* Hill. There the cause was at issue and ready for trial, and the defendant was allowed, as a matter of favor, to withdraw his plea, and put in a new one, setting up a different defence, within ten days, upon the payment of costs. He complied with the term, and put in his new plea, to which the plaintiff demurred, upon which the defendant served an amended plea. The Court very properly held, that after having been allowed to put in a new plea, as a matter of favor, he could not, upon a demurrer to that plea, put in an amended plea without leave of the Court. That the favor was granted upon the condition that the new plea should be put in within ten days, that there might be no more delay than was absolutely necessary, the cause being at issue and ready for trial. Here no favor was granted to the defendant, nor did he apply for any. He was compelled to strike out a part of his answer, and pay costs. He was required to elect whether it should be the portion which the plaintiff moved to strike out, or the portion inconsistent with it. He struck out the latter, and then—but within twenty days from the time of the service of the reply—put in an amended answer, which, I think, he had a right to do, under the section 172. In Lewis vs. Watkins, the Court remarked that the defendant having got leave, as a matter of favor, to plead anew, was bound to put in a good plea, and by putting in a defective one, and then amending, as a matter of course within twenty days after his defective pleading was demurred to, he entirely got rid of the condition upon which the form was granted—that condition being that he should withdraw the former plea, and put in a new one, within ten days, that there might be as little delay as possible in bringing the cause to trial. The reasons, therefore upon which that case was decided, are wholly inapplicable in the present case. The Code gives a defendant the right to amend his answer within twenty days after the service of a reply, and nothing that had previously taken place in the case could deprive the defendant of that right. Counsel for the defendant, Benjamin Galbraith, Esq.

Domestic Miscellany.

At East Boston, on Friday afternoon, an Irishman, just arrived in this country, and who was a passenger on the Portland train over the Eastern Railroad, fell from the platform of a car, and was run over by the train and instantly killed.

The Temperance State Convention, of Maine, met at Bangor on the 26th inst., but nothing was done on the first day but the delivery of a number of speeches in favor of sustaining the Maine Liquor law.

Barnet Andrews, who was found guilty of murder in the second degree at Easton, Pa., for killing his wife, has been sentenced to twelve years imprisonment in the Philadelphia penitentiary.

A German watchmaker, named Eufo Lucas, committed suicide at Springfield, Mass., last week.

The Lewis County Bank, after having suspended business some time, has again resumed it, under the management of T. O. Grannis Esq., as Cashier.

Several wells have recently been dug in Lexington, showing water of a decided mineral character. The analysis shows it to be very similar to the Congress Spring at Saratoga.

Mr. H. Walker, says the Louisville *Courier*, has been held to bail in the sum of $1,500 to answer to the charge of manslaughter, in shooting McGowan.

In the famous fishing town of Marblehead, having a population of 8,000, there are not two buildings standing on the same line, and no more that not a turn at east in every dozen feet.

The examination of the four men accused of the murder of Willard, at St. Joseph, which lasted nine days, has resulted in their commitment, without the privilege of bail, or a charge of murder in the first degree.

On Wednesday night a fire broke out in a new two-story wooden building on Pleasant street, Malden, Mass., and the building was soon consumed. It was owned by Mr. Osgood and Mr. Randall, of Boston, and was erected for a carriage manufactory. Not insured. Loss not less than $1,000. The flames communicated to a block owned by James Eaton, Esq., and occupied by Joseph Pratt, hardware dealer, Mr. Allen, tin plate worker, and a confectioner. The building was considerably damaged, as was also the stock of the dealers. Building insured for $1,500.

A man named John King, an oysterman, was drowned at New Orleans on the 20th inst.

EXTENSIVE SWINDLE—Henry Billard, of New Orleans, lately received information from his nephew in Paris, that he had made collection there to the amount of 20,000 francs and that he would send home a draft for the amount. Shortly after Mr. Billiard received intelligence from a man who represented himself as the Swiss Consul, that a draft for the above sum had been sent him, and that Mr. B. must go to said Consul's office to take measures for its collection. Mr. B. accordingly went as directed, and the man whom he supposed to be the Swiss Consul exhibited the draft and told Mr. B. to endorse it, which he accordingly did, and the supposed Consul gave him an order for the money, payable in eight days. It afterwards turned out that the whole affair was a swindle, and that the endorsement of Mr. Billard had been thus obtained by a forged draft.

CLOSING THE SEASON AT NEWPORT.—At the meeting holden at the Ocean House yesterday morning, for the purpose of making the preliminary arrangement for the grand ball of the season, J. H. B. Latrobe, Esq., of Baltimore, was chosen Chairman, and Mr. Lewis, of Philadelphia, Secretary. The meeting was very large and spirited, much more so than on any previous occasion. The meeting resolved to have a grand fancy and dress ball, to be given at the Ocean House on Thursday evening next, September 2d, and appointed a committee of thirteen to nominate managers, and make the arrangements.—*Newport News*, Aug 27.

Superior Court—Special Term.

OPINION OF JUDGE ROOSEVELT.

Thos. Clarke, &c., agt James G. Bennett.—This action, involving matters of account between the original parties, was sent to a referee for trial, who, after a great many meetings, some with and some without progress, made a report in favor of the plaintiff for $; at the same time certifying that, in his opinion, the case being "difficult or extraordinary," there ought to be allowed to the plaintiff, according to the code, "by way of indemnity for his expenses in the action," an addition to the charges properly denominated costs—a per centage on the recovery equivalent to fifty dollars. The defendant's counsel objects to this extra allowance, and also to sundry items in the regular taxed bill. He insists first, that the case was not difficult or extraordinary. How is that point to be determined? Is the judge, sitting to dispose of merely an incidental question, to be compelled, on every occasion, to review all the proceedings and evidence taken before another officer; or, in other words virtually to try the cause *de novo*? Such a practice never could have been contemplated; and if established would lead to a consumption of time, and a delay of justice, which would not be endured. The good sense of the rule seems to be that the opinion, duly certified, of the referee, or judge, who tried the cause, shall be conclusive to determine whether the case was difficult or extraordinary, unless the plaintiff points out distinctly, specific and palpable grounds of error, or the amount of the proposed allowance should be so great as to carry the evidence of prejudice or misconception on its face. The terms "difficult and extraordinary" are, in themselves, more or less uncertain. That which is easy to one grade of ability may be arduous to another; and that which antecedents to-day as unusual, may be a thing of every day occurrence to-morrow. Like the terms, reasonable and unreasonable, in law, and orthodox and heterodox, in theology, their definitions, in practice, are as various as the human mind, and the habits of thought and business to which it has been trained. This criticism implies no disparagement of the code. Uncertainty in a greater or less degree, is common to all laws, and indeed to all forms of speech. In the present case, moreover, as in most questions of damages, determinable by a jury, it is incident to the very nature of the subject itself. Hence, as Mr Justice Gray remarked, in Sands against Sands, "justices of the same district have, in similar cases, differed not only upon the question of allowance, but upon its amount; and in different districts different opinions exist in relation to what are difficult or extraordinary cases; and the disparity in the amounts allowed alone renders the administration of justice, in this respect, inharmonious." Not feeling disposed to increase the uncertainty inherent in the subject, I shall adopt, as a general rule, the certificates of the referees. The fifty dollars, therefore, being within the per centage prescribed by the code, must be allowed. The next objection made by the defendant, is to the several charges of ten dollars each—amounting, in the aggregate, to — dollars—for postponed hearings before the referee. It is conceded that there is no law expressly authorizing these items. They can only be sustained, if at all, by analogy. "When allowed," says the Code, section 307, "costs shall be as follows:—(enumerating several cases, and among them an actual trial, whether by court or referee, and closing with the following sub division): 8 To either party for every circuit or term, at which the cause is necessarily on the calendar, and not reached, or is postponed, excluding that at which it is tried or heard, ten dollars." This language is clearly inapplicable to a referee. He holds neither circuit nor term, nor has he in legal speech, a calendar. When he assigns a day for hearing, he is presumed to be ready on that day, and if a postponement takes place, it is usually at the instance of one or both of the parties. Having set apart that particular day for that particular cause, he can fairly be said, in the language of the Code, section 313, to have "spent a day in the business of the reference," and to be entitled, as a consequence, to his fee of "three dollars." Not so with the parties. Again, an attendance at the term or circuit is usually an affair of weeks, and sometimes even months; whereas, before a referee, the ten dollar fee is claimed for each single day. If the multiplication of circuit fees, in cases not reached or postponed, be complained of as an oppressive abuse, what must be the inevitable result of a practice of daily charges for daily abortive meetings before referees, of ten dollars to the attorney in addition to three to the referee. The system of references, already viewed with alarm, on account of its expensiveness, must, like its predecessor, the master's office, inevitably break down under such a practice. The Code, it should be recollected, so far as respects attornies and counsel, abolishes the old fee bill in all its parts, and prescribes a comparatively few simple items to be allowed in its stead. If that, too, is to be tortured by ingenuity, and stretched by construction, little will have been gained in the way of reform, unless it be the substitution of one abuse for another. As these remarks apply with equal force to the next item complained of—the charge of office rent at the rate of one dollar per day, in addition to the three dollars expressly provided for—that charge, as well as the several charges of ten dollars each, above mentioned, must be stricken out. With respect to the charge for office rent, it may be further observed that, by the former law, referees were expressly allowed two dollars each per day for services, and one for expenses. It may fairly be inferred, therefore, that the framers of the Code, in raising the compensation from two to three dollars, and omitting all mention of "expenses," intended the enhanced allowance to be an equivalent for both. It is true that in sec. 311 it is provided that the clerk in the entry of judgment, shall insert "the sum of the charges for costs as above, and the necessary disbursements and fees of officers allowed by law, including the compensation of referees;" but this does not alter the case, unless it be shown, as it is not, that the rent was actually and necessarily paid by the referee, for that particular purpose; and secondly, that it is "a disbursement allowed by law," so far from being allowed by any particular law, the repeal of the old provision in the Revised Statutes, for the payment of the expenses of referees, may fairly be construed as equivalent to an express disallowance, as already suggested, of any charge for even actual expenses of the referee, much more of such as are merely constructive. A room, it may be said, is indispensible to a reference and some equivalent, therefore, should be given for its use; the same argument, however, may be urged in favor of board, lodging, and travelling bills and an indefinite variety of other items. Once open the door, and no check remains. The expenses of the referees, under the old law, when allowed, were restricted expressly, as has been seen, to one dollar per day. If admitted now, under the provisions of the code, there is no limit to their amount. Such a field for favoritism and injustice could not fail to expose the judiciary to frequent temptation and constant suspicion, and would add greatly to the embarrassment, already sufficiently painful, although probably unavoidable, arising out of the law of extra per centage allowances. Counsel for defendant, Benjamin Galbraith, Esq.

CITY TRADE REPORT.

SATURDAY, August 28—6 P.M.

ASHES—Were firm but dull; 60 bbls. sold at $4 75 a $4 81½ for pots, and $5 56¼ for pearls.

BREADSTUFFS.—Flour continued to recede, the transactions having only reached 8,100 bbls Ordinary State Western, and Southern, at the previous languid prices; fancy Genesee and Ohio at $4 62½ a $4 87½; extra Ohio at $4 75 a $5 25, and extra Genesee at $4 81¼ a $6. Rye, flour, and Jersey meal, commanded $3 62½ a $3 75 per bbl. 4,900 bushels Carolina red wheat changed hands, at $1 01 a $1 02; 2,500 Ohio white, and 5,000 Upper Lake do., on private terms; sundry lots domestic oats at 44c. a 47c.; and 22,000 bushels unsound, with Western mixed corn at 69c a 70c., and 70c. a 71c. per bushel—the former quotations.

COFFEE.—350 bags government Java realized 11¾c.; 100 Laguayra, 9¾c.; and 200 Rio, 8¾c. per lb. Demand limited.

COTTON.—The market to-day has been quiet, with sales of 500 bales, without change in prices.

FREIGHTS.—Rates for Liverpool were inactive; while there was no alteration to notice in quotations. Wheat was 5½ a 6d. Flour at 16½ a 18d., with light engagements, and cotton at ⅜d.; some 1,500 a 2,000 bushels wheat were engaged at 6d. for Glasgow. There was no alteration in rates for London or Havre. To California rates were brisk, at previous rates.

FISH.—We heard that 500 quintals dry cod were purchased at $3 25 a $3 37½; and 500 bbls. scaled herring at 60c.

FRUIT.—Sales have been made of 300 boxes bunch raisins, at $2 20 a $2 25; 200 hf do., layers do, at $1 15 a $1 17½; and 50 cases sardines at 60c. a 65c.

HAY was plenty and quiet, at $1 a $1 12½ for river, cash, per 100 lbs.

IRON tended upwards. Large lots Scotch pig commanded $21 50 a $22; and a parcel of 75 tons fetched $23 per ton, 6 months.

LEAD.—There have been 1,500 pigs Galena taken at $4 75 per 100 lbs., cash. Market firm.

LIME.—A cargo of common Rockland found buyers at 95c. per bbl., cash.

OILS.—Some 2,500 gallons linseed were disposed of at 77 a 78c. per gallon, cash.

PROVISIONS appeared in less request, the operations only consisting of 250 bbls. prime and mess pork, at $17 68¾ a $17 75, and $19 87½; 200 bbls. prime lard, at 11½c. per lb.; with 170 bbls. old prime, new do., and mess beef, at $6 a $8, $9 a $11, and $13 a $17.

SOAP.—About 100 boxes castile were procured, at 9¼ a 9½c. per lb.

SPIRITS.—Sales have been made of 650 bbls. Ohio and prison whiskey, at 24½ a 25c., cash; with 120 hhds. drudge, at 25c., time, &c.—the former prices.

SUGARS.—We only heard that 450 hhds. muscovado were disposed of, at 4 a 5¼c. per lb. Market unaltered.

RECEIPTS OF PRODUCE THIS DAY.

BY NORTH RIVER BOATS—9,289 bbls. flour; 536 do. whiskey; 94 do. ashes; 300 do. provisions; 4,767 bush. wheat; 5,650 do. corn; 700 do oats, and 32 bales wool.

BY ERIE RAILROAD—80 packages butter, and 1,025 sides leather.

BY NEW HAVEN RAILROAD—70 packages butter, and 101 do. cheese.

Died.

On Thursday, August 26, of consumption, CHARLOTTE GRANT, daughter of the late Peter Grant.

The relatives and friends of the family are respectfully invited to attend her funeral, this (Sunday) afternoon, at 2 o'clock, from her late residence, No. 114 South First street, Williamsburg.

On Thursday, August 27, ELISHA M. KISSAM, aged 26 years and 2 months.

The funeral will take place this (Sunday) afternoon, at 1 o'clock, from his late residence, No. 293 Delancey street.

On Friday, August 27, ELLEN, daughter of Jeremiah and Hannah Crowley, aged 15 months.

Their friends and acquaintances are respectfully invited to attend the funeral, this (Sunday) afternoon, at 3 o'clock, from Forty-third street, between Eighth and Ninth avenues. Her remains will be taken to Eleventh street and First avenue for interment.

On Friday, August 27, after a short and severe illness ANTHONY HALLENBRAKE, late of California, aged 35 years, 2 months and 28 days.

The friends and acquaintances of his family, and those of his wife, also the members of the New York City Light Guard, are respectfully invited to attend his funeral, from the residence of his brother, No. 211 Sixth avenue, without further invitation.

On Saturday morning, August 28, of consumption, MARY ELIZABETH BROWN, aged 15 years and 6 months, eldest daughter of John F. and Isabella Brown.

The friends and acquaintances of the family are requested to attend her funeral, this (Sunday) afternoon, at 1 o'clock, from her late residence, No. 20 Navy street, Brooklyn.

California papers please copy.

On Saturday, August 28, EGGLESON CLARK, aged 25 years, 2 months and 19 days.

The relatives and friends of the family are respectfully invited to attend his funeral, from his late residence, No. 141 Gooick street, this (Sunday) afternoon, at 2 o'clock. His remains will be taken to Union Cemetery for interment.

Suddenly, on Friday evening, August 27, HENRY M. WHEELER, New York pilot, aged 43 years.

The friends and acquintances of the family, and those of his brothers, Thomas and John W., also the New York pilots, are respectfully invited to attend the funeral, this (Sunday) afternoon, at 2 o'clock, from his late residence, No. 21 Chrystie street, without further invitation.

On Saturday morning, August 28, of croup, ANN MARIA, daughter of Lucien R. and Ann Maria Foster, aged 4 years and 1 month.

In Brooklyn, L. I., on Thursday August 26, in the 52d year of his age, Mr. SAFFORD S. DELANO.

His remains were taken to Greenwood Cemetery.

On Saturday, August 28, MARGOT, infant son of Ira and Margaret P. Losee.

At his residence, No. 38 Whitehall street, WILLIAM ARMSTRONG, in the 47th year of his age.

His friends and the members of Art Lodge, I. O. of O. F., are respectfully invited to attend his funeral, this (Sunday) afternoon, at 2 o'clock.

At Williamsburg, on Thursday, August 26, ROBERT TIFFANY BIDDULPH, aged 2 months and 11 days.

At Kanoville, Iowa, on the 30th of July, MRS. MARY ANN PLATNER, wife of Ira Platner, and daughter of Mary and Jacob Baragar, formerly from the State of New York, aged 32 years and 7 months.

MARITIME INTELLIGENCE.

Movements of Ocean Steamers.

NAMES.	LEAVES	DATE.	FOR
Washington	Southamp'n	Aug 18	New-York.
America	Liverpool	Aug 21	Boston.
Arctic	Liverpool	Aug 25	New-York.
Europa	Liverpool	Aug 25	New-York.
Humboldt	Havre	Sept 1	New-York.
United States	New-York	Sept 1	Aspinwall.
Canada	Boston	Sept 1	Liverpool.
West Wind	New-York	Sept 1	Australia.
Atlantic	New-York	Sept 4	Liverpool.
Prometheus	New-York	Sept 4	San Juan.
Glasgow	Glasgow	Sept 4	New-York.
City of Manchester	Philadelphia	Sept 4	Liverpool.
Ohio	New-York	Sept 6	Aspinwall.
Petrel	New-York	Sept 8	Bor & St Thomas.

ALMANAC FOR NEW-YORK—THIS DAY.

SUN RISES.....5 26 | MOON RISES.....morn 7 33
SUN SETS.....6 34 | HIGH WATER.....morn 9 07

PORT OF NEW YORK, AUGUST 28, 1852.

Cleared.

Steamship Union, Adams, Charleston, Spofford, Tileston & Co.
Steamship Florida, Woodhull, Savannah, S L Mitchill.
Steamship Roanoke, Parrish, Norfolk, &c, Ludlam & Pleasants.
Ship Wm Frothingham, Babbidge, Port Philip (Aus), W T Dugan.
Ship Sheridan, Porter, Liverpool, Spofford, Tileston & Co.
Ship Messenger, Pinkham, St Johns, J W Elwell & Co.
Ship Kossuth, Bolt, Quebec, W & J T Tapscott & Co.
Ship John & Lucy, Carling, Quebec, Nesmith & Sons.
Ship Westphalia, Wessels, Richmond, Oelrichs & Co.
Ship Thos Watson, Lyle, Philadelphia, John Ogden.
Bark Regatta, Gooch, Kingston, Ja, Nesmith & Sons.
Bark Helen Maria, Sibley, St Johns, Cook & Smith.
Bark A G Hill Curtis, Boston, Nesmith & Sons.
Brig Antelope, Swan, Cork (Ireland), Schmidt & Balchen.
Brig Wilhelmina, Ihlder, Cadiz, Thompson & Neuhaus.
Brig Olive, Kinney, Jacksonville, Thompson & Hunter.
Brig Neander, Davidson, Windsor, J S Whitney & Co.
Brig Alameda, Lockhart, Windsor, J S Whitney & Co.
Brig Peter Wilcox, Jordan, Bangor, H D Bronsman.
Brig Ellen Maria, Treat, Boston, R P Buck & Co.
Schr Planet (Br), Henry, Halifax, H G Donovan.
Schr North State, Horton, Savannah, N L McCready & Co.
Schr Adele, Mandeville, Wilmington, Hussey & Murray.
Schr Susan, Bray, Plymouth, master.
Schr Henry C Mead, Hartick, Newborn, NC, master.
Schr Globe, Tooker, Jacksonville, H L Mitchill.
Schr R L Myers, Weeks, Richmond, Van Brunt & Slaght.
Schr Alida, Delancey, Richmond, Chas Pierson.
Schr Richmond, Loveland, Richmond, Chas Pierson.
Schr Mary Jane, Bentley, Norfolk, Sturges, Clearman & Co.
Schr Hamilton, Main, Alexandria, &c, Sturges, Clearman & Co.
Schr Pampero, Kendrick, Alexandria, M Bedell.
Schr Chas Colgate, Leaman, Baltimore, Mseller & Lord.
Schr Pacific, Yates, Chester, Pa, Van Brunt & Slaght.
Schr Henry Freeling, Kelly, Philadelphia, J W McKee.
Schr Bay State, Burr, Boston, Dayton & Sprague.
Schr Star, Witham, Portland, Lovejoy & Hall.
Steamer Erie, Newcum, Philadelphia, J & N Briggs.
Sloop Rhode Island, Hull, Providence, master.

Arrived.

Steamship Southerner, Foster, Charleston, 66 hours, with mdse and passengers, to Spofford, Tileston & Co.
Ship Sarah E Hyde (of Bath), Lowe, Liverpool, 34 days, with mdse and 214 passengers, to master.
Ship Kennebec (of Bath), Smith, Liverpool, with mdse and and 235 passengers, to W & J T Tapscott & Co. Aug 25, Nantucket South Shoal bearing WNW, distant 25 miles, ex changed signals with ship Devonshire, from NYork for London.
Ship Marathon, Tyler, Liverpool, 47 days, with mdse and passengers, to J W Phillips.
Ship Helen McGaw, Lunt, Cardiff, W, 42 days, with railroad iron, to master.
Ship Sea (Br), McKay, Callao, 114 days, with guano, to Barrado & Brothers. Aug 2, lat 12 45, lon 45 10, spoke Br brig Bicknell, from Para for Liverpool.
Bark Lucinda Sears, Sears, San Juan, Aug 17, with sugar, to Robert & Williams.
Bark Mary (of Waldoboro), Gilley, Sagua 11 days, with sugar, to master.
Bark Ann Fish, Fish, Mystic, in ballast.
Brig Constantino (Sard), Peire, Genoa, 57 days, with wine, marble, lemons and 23 passengers, to Gomez Francis & Co.
Brig Ida (Russ), Sterr, Buenos Ayres, 57 days, with hides, to W W De Forest & Co. July 21, lat 6 8, lon 37 08 W, spoke brig Whitehall, hence for Buenos Ayres; Aug 10, lat 29 12, lon 55 55, spoke brig "C Zaina," of Boston, bound S (probably the Carina, from Gloucester for Surinam).
Brig Robert Spear (of Bath), Auld, Arecibo, Aug 17, with sugar, to master.
Brig Angostura, Farran, Angostura, 20 days, with hides and 10 passengers, to W H Harbeck & Co.
Brig Lady Farnham, Sumner, New Haven for Piermont.
Brig Frederick Eugene, Flinton, Thomaston, 7 days.
Brig Phebe A Page, Lincoln, Port Ewen for Rockport.
Brig Water Witch, Jordan, Rondout for Gascar.
Schr Sally Miller, Snow, Dighton for Rondout.
Schr Julia & Martha, Crowley, Rondout for Boston.
Schr Barnstable, Chase, Salem, 4 days.
Schr Jas H Hoyt, Dallas, Bridgeport for Washington.

Sailed.

Steamships Franklin, Wotten, Havre; Florida, Woodhull, Savannah; Roanoke, Parrish, Norfolk, &c; ship Queen of the West, Liverpool.
Wind at sunrise, NE; meridian, do; sunset, do, with rain.

Miscellaneous.

BRIG J A LANCASTER (of Richmond, Va), at Boston from Wilmington, NC, struck near Scituate harbor on Wednesday night, but came off at high water next forenoon, without damage, after throwing over a quantity of lumber.

SCHR HAMILTON, of Nantucket, after being absent from that port but 14 days, returned with 110 bbls of oil. Commencing the time, &c, it is said to be the greatest voyage ever made.

Spoken.

Ship Montreal, Curtis, from Marseilles for Boston, 8th inst, lat 45 11, lon 41 03.
Bark Stambouli, Kingman, from Boston for Marseilles, Aug 19, lat 42½, lon 65¾.
Brig Oxford, Hartman, from Boston for Matanzas, no date, lat 25, lon 67½.
Brig Geo F Williams, Collins, from Portland for Savannah, no date, lat 25, lon 74 45.

Foreign Ports.

ARECIBO, PR, Aug 17—Schr Elizabeth Orr, for Philadelphia 2 days; only Am vessel.

ALGOA BAY, CG H, about June 30—Br bark Arethusa, Geir, for Boston, ing cargo from ship Argo, from Manila, condemned. The Icena, Taylor, another Br vessel, was ldg for Boston, probably with part of the same cargo.

BORDEAUX, Aug 10—Bark Home, Hopner, disg, for NOrleans or NYork; and others. Ship Mary Glover, Chase, from NOrleans, supposed to have arr 6th, was detained some distance below by the lowness of the river, but would be up in a day or two.

CRONSTADT, Aug 6—Ships Lanerk, Knapp, for Boston, ldg; Sea Duck, Porter, for NYork, do; Cornelia, Blanchard, for do, wtg; J C Calhoun, Meicher, for Liverpool, ldg; barks Yarmouth, Bangs, for NYork, do; Arctic, Saunders, to load for Boston; Lenox, Bowes, do do.

GENOA, Aug 7—Ship Windsor Fay, Davis, for Leghorn, to load for NYork; and others.

GIBRALTAR, Aug 6—Bark John Welsh, Ames, from Palermo for Philadelphia; brig Vulture, Burdett, from Malta for Boston, both detained by westerly winds, supposed the only Am vessels.

GOTTENBURG, Aug 8—Barks Tenaro, Barstow, for Boston, newly loaded, Prima Donna (Norw), Hertz, from Boston.

GLASGOW, Aug 16—Br ship Affghan, Black, for NYork 31