NICARAGUA AND COSTA RICA.

Treaty of Territorial Boundaries between Nicaragua and Costa Rica, Concluded and Signed on the 15th of April, 1858.

Rafael G. Escalante, Vice President of the republic of Costa Rica, exercising the supreme executive authority—

A treaty of territorial boundaries having been concluded and signed in this city on the 15th of April of the present year, between the republic of Costa Rica and the republic of Nicaragua, through plenipotentiaries duly authorized for this purpose, which treaty was ratified by both parties, and whose tenor, together with the ratification by our government, is as follows:—

Juan Rafael Mora, President of the republic of Costa Rica, in Central America—

Whereas, between the republic of Costa Rica and the republic of Nicaragua, in this city, on the 15th of April of the present year 1858, through plenipotentiaries duly and sufficiently authorized by both parties, a treaty of territorial boundaries between Nicaragua and Costa Rica was concluded and signed, whose tenor is word for word as follows:—Maximo Jerez, Minister Plenipotentiary of the government of the republic of Nicaragua, and Jose Maria Canas, Minister Plenipotentiary of the government of the republic of Costa Rica, charged by our constituents with concluding a boundary treaty between the two republics, to put an end to the differences which have retarded the best and most perfect understanding and harmony that ought to reign between them for their common security and greatness; having verified the exchange of our respective powers, under the examination made of them by the honorable Senor Don Pedro Romulo Negrete, Minister Plenipotentiary of the government of the republic of Salvador, in the exercise of the noble functions as fraternal mediator in these negotiations, who found them in good and due form—as also, on our side, those exhibited by the Minister were found sufficient; after having discussed them with the necessary care, with the assistance and aid of the representative of Salvador, we have agreed upon and stipulated the following articles:—

BOUNDARY TREATY BETWEEN NICARAGUA AND COSTA RICA.

Article 1. The republic of Nicaragua and the republic of Costa Rica declare, in the most explicit and solemn terms, that if for a moment they were at the point of waging war against each other, on account of differences of boundaries, and for reasons which either of the high contracting parties considered as legal and honorable, today, after repeated proofs of good understanding, peaceful principles and true fraternity, they desire to and do bind themselves formally to employ their efforts for consolidating every day more and more the peace so happily re-established between the two governments and the two nations, not only for the good and advantage of Nicaragua and Costa Rica, but also for the well being and prosperity which, to a certain degree, must result for the benefit of our sister republics of Central America.

Art. 2. The dividing line of the two republics, starting from the Northern sea, shall begin at the extremity of Punta de Castilla, where the river San Juan disembogues, and continue following the right bank of said river up to a point distant from Castillo Viejo three English miles, counted from the exterior fortifications of said fortress to the indicated point. Thence shall be drawn a curve line, whose centre will be the said fortifications, and which is to be distant from them three English miles in its entire progress, terminating at a point distant two miles from the bank of the river, above Castillo. From thence it will be continued in the direction towards the river Sapoa, which discharges its waters into Lake Nicaragua, following a course always distant two miles from the right bank of the river San Juan, with its circumvolutions, up to its origin in the lake, and from the right bank of the lake unto the mentioned river Sapoa, where this line parallel with the said banks is to terminate. From the point where it meets the river Sapoa, which, according to what has been already stated, is to be distant two miles from the lake, there shall be drawn an astronomical straight line up to the central point of the Salinas bay, on the Pacific, where the demarkation of the territory of the two contracting republics is to terminate.

Art. 3. The measurements corresponding to this dividing line shall be executed in the whole or in part by commissioners of the two governments—the latter by agreement of the time when the operation is to take place. The said commissioners shall have authority to deviate slightly from the curve line around Castillo, the line parallel with the banks of the river and the lake, or the straight astronomical line between Sapoa and Salinas, in case they may agree thereupon, in order to meet with natural landmarks.

Art. 4. The bay of San Juan del Norte, as also that of Salinas, shall be common to both republics, and, consequently, also their advantages and the obligation to contribute to their defence. Likewise, Costa Rica shall be obliged, for the part that falls to her share on the banks of the river San Juan, and on the same terms on which Nicaragua is bound by treaties, to contribute to its defence, in the same manner as the two republics will contribute to their defence in case of foreign aggression, and they will act with all the necessary efficiency at their disposal.

Art. 5. As long as Nicaragua shall not have recovered the full possession of all her rights on the port of San Juan del Norte, Punta de Castilla shall be of entirely common use and possession both to Nicaragua and Costa Rica, the entire course of the river Colorado shall serve as a limit during all the time that community may last. And moreover it is stipulated that whilst the said port of San Juan del Norte is to be a free port, Costa Rica shall not be permitted to collect from Nicaragua any port dues at Punta de Castilla.

Art. 6. The republic of Nicaragua shall exclusively possess the dominion and full authority over the waters of the river San Juan from its beginning at the lake to its discharge into the Atlantic; but the republic of Costa Rica shall have in said waters the perpetual rights of free navigation, from the said ocean mouth up to three English miles before arriving at Castillo Viejo, with merchandise for trade, either with Nicaragua or the interior of Costa Rica, by the rivers San Carlos or Serapiqui, or by any other route, starting from that part of the banks of the river San Juan which is established as belonging to this republic. Boats of the one or other country shall be allowed to approach the banks of the river in that part where the navigation is common, without paying any kind of duties, unless they be established by common accord between the two governments.

Art. 7. It is agreed that the territorial division which is established by this treaty is not to be understood as being in contradiction with the obligations contracted either by political treaties, or by contracts of canalisation or transit, concluded on the part of Nicaragua anterior to the promulgation of the present convention; on the contrary it will be understood that Costa Rica assumes those obligations to the measure which corresponds to her territory, without in any manner impairing the prominent dominion and rights of sovereignty she has over the same.

Art. 8. If the contracts of canalisation or transit concluded before the government of Nicaragua had cognizance of this convention should for any reason whatever prove ineffectual, Nicaragua engages herself not to enter into any other contract concerning the said objects, without before hearing the opinion of the government of Costa Rica with regard to the inconvenences the matter may be liable to for both countries, provided that opinion be given utterance to within thirty days after receiving notification, provided that of Nicaragua prove the resolution to be urgent; and the natural rights of Costa Rica be not damaged by the matter, this vote will be consultative.

Art. 9. For no motive whatever, even in a state of war, wherein, unfortunately, the republics of Nicaragua and Costa Rica may find themselves engaged, shall they be permitted to exercise any act of hostility against each other in the port of San Juan del Norte, or in the river of that name, and the lake of Nicaragua.

Art. 10. The stipulations of the foregoing article being of essential importance to the due protection of the port and river against foreign aggression that may affect the general interests of the country, their strict fulfilment is under the special guarantee which, in the name of the mediating government, its plenipotentiary minister presents, in virtue of the powers conferred upon him—as he declares, formally—by his government, is disposed to give, and, in fact, does give.

Art. 11. As proof of the good and cordial understanding which is established between the republics of Nicaragua and Costa Rica, they renounce all active claims they may be entitled to upon any ground whatever, until the present treaty be signed; and, likewise, the high contracting parties forego all reclamation of indemnifications to which they may consider themselves as having a right.

Art. 12. This treaty will be ratified and the ratifications exchanged within forty days from the signing, in Santiago de Managua.

In consequence whereof we sign the present in triplicate, together with the Hon. Minister of Salvador, it being countersigned by the respective Secretaries, in the city of San Jose, capital of Costa Rica, on the 15th of the month of April, 1858.

MAXIMO JEREZ,
JOSE M. CANAS,
PEDRO ROMULO NEGRETE.

Therefore, having seen and examined the foregoing treaty anterior to the approbation of the National Congress, and in virtue of the powers accorded me by the constitution, I accepted, ratified and confirmed it, and by the present I do accept, ratify and confirm it, promising to observe and cause to be faithfully observed whatever is contained in it, without permitting it to be violated in any manner whatever.

In consequence whereof I have caused the present to be expedited, signed by my hand, sealed with the great seal of the republic, and countersigned by the Minister of State in the Department of Foreign Relations, in the city of San Jose, on the 16th of April, 1858.

JUAN RAFAEL MORA.

Nazario Toledo, Minister of State in the Department of Foreign Relations.

And, whereas, the respective ratifications have been in due form exchanged in the city of Rivas, Nicaragua, on the 26th of said month of April, of the present year 1858, therefore, the said treaty of territorial boundaries shall be made public and kept as obligatory for the republic of Costa Rica, her citizens and inhabitants, in all its parts, articles and clauses, to be faithfully and strictly observed and fulfilled in the terms expressed in our letters of ratification.

Given, signed by my hand, under the seal of the republic, and countersigned by the Minister of State, in the Department of the Interior, in the national palace of San Jose, on the 11th of the month of May, 1858.

JOAQUIN BERNARDO CALVO.

Rafael G. Escalante, Minister of State, in the Department of the Interior

New Books, &c.

ENGLISH CRITICS ON AMERICAN BOOKS.

The London *Illustrated News*, of the 20th Nov., contains the following strictures on Mr. George F. Train's recent publications:—

Under the titles of "Young America in Wall Street" and "Young America Abroad," Mr. George Francis Train, of Boston, Massachusetts, late of Melbourne, Australia, now of London and Liverpool—and perhaps of Nishni-Novogorod, and, for all we know, of Kamschatka—has issued two volumes of a somewhat remarkable character, racy and idiomatic, which none but an American of "clear grit" could have written. Young America, and, as far as we know, Old America—if under the latter designation are to be classed men of the mature ages of forty, fifty and sixty—is somewhat more rash, reckless, impulsive, and, to use the true American epithet, "go-a-head-a-tive" than either Young or Old England; but Mr. Train in this respect does not claim or wish to be considered a fair representative of his countrymen. When the present or future greatness and power of America are under consideration—when it is a question of "licking all creation," beginning with Mexico, Nicaragua and Spain, and ending with Great Britain—Mr. Train, crowing, cawing or shrieking on behalf of the American eagle—a female bird, considering the eggs she lays on either side of the Rocky Mountains—can make as lusty a clamor as the most rabid stump orator between Vermont and Arkansas; but when it is a question of commercial enterprise and speculation, he is as sensible, as respectable, and as full of worldly wisdom as a Rothschild, a Baring, or any greyheaded father of the Exchange. On questions of banking and currency, and the legitimate operations of commerce, he enunciates his maxims like an old fogy who knows all the ins and outs of trade, and can pay sixty shillings on the pound. No fine spun and high-sounding theories, come whence they will, and promulgated under any weight of authority whatsoever, can influence his sober judgment, or blind his eyes to the fact, which so many men who ought to know better absolutely refuse to see, that trade and gambling are two different and irreconcilable things, and that people who are over anxious to grow suddenly rich very often march on the highway to sudden, but not solitary, ruin. This is the characteristic of Mr. Train's first volume, published originally at New York in the heat of the panic of last winter, and since reproduced in England. If, in addition to his genius for statistics and his wonderful memory for facts, Mr. Train had literary ability and experience equal to the knowledge which he has gained by the acute and diligent study of men, he might rise to considerable distinction in literature as a writer on economic and commercial subjects. At present his style is not only redundant but harsh, and betrays in every page how much better he can think than write, and how much polish the diamond still requires before ordinary eyes can recognise it to be a diamond at all. "Young America Abroad" is a more attractive volume than "Young America in Wall Street," and the train—a very fast one—carries the reader by "express" all over and all round the world, till we toil and pant after him in vain, and shut the book for want of breath to be whirled along so rapidly. Familiar with his own country and his own countrymen, he would make it apparent that he is equally familiar with England, France, Germany, Italy and Russia; that he knows all about Australia—its resources and its characteristics; and that he is equally at home in matters relating to Java, Japan and China. He is hand in glove with Russian Grand Dukes; on friendly terms with Ambassadors and Plenipotentiaries; knows Kings and Emperors; and, with Yankee independence—or, as we might say, "brass"—thinks an American citizen as good as, or better than, the best of them. His modesty never stands in his way nor operates in the slightest degree to his detriment; and his impudence—if the word be not too harsh for a degree of conceit and self-assertion which is linked with a great deal of good feeling and good fellowship—never degenerates into repulsiveness. Mr. Train, in fact, may be looked upon as a not unfavorable representative of what the Americans have themselves designated "spread-eagleism." At a "spread eagle" speech he has few superiors, and brings down, by the vehemence of his manner and the evident sincerity of his convictions, the applauses of auditors, who in cooler moments would pronounce his speeches to be, in American parlance, gas, or, in vulgar English, bosh. To overawe the world and to patronize Great Britain—and, if the said Great Britain do not behave herself before her lusty and saucy progeny, to "give her a licking"—(such is the wish of "Young America.")—Nothing would please spread-eagleism so much as a general alliance of all the States of Europe against England, that America might have the opportunity of stepping in to the rescue, and saving the little island from the assaults of all opponents. Evidently such a result of European politics would be entirely to the taste of Mr. Train.

Interesting Wall Street Case.

SUPREME COURT—GENERAL TERM.

Before Justices Davies, Sutherland and Hogeboom.

SEPT. 13.—*John F. Butterworth, Receiver of the Island City Bank, against William O'Brien and John O'Brien.*—This is an appeal from an order of Mr. Justice Sutherland, at Special Term, sustaining a demurrer to the complaint upon the ground that it does not state facts sufficient to constitute a cause of action. The complaint sets forth in due form the appointment of the plaintiff as Receiver of the Island City Bank, a banking incorporation, and then alleges that prior to his appointment as such Receiver, and within one year past, the said bank has paid, and said defendants have received on the loan or forbearance of various sums of money by said defendants to said bank, the sum of $10,000 in excess of interest over and above the legal rate of seven per cent per annum, which he cannot state with precision or particularity, but charges that the defendants can do. Plaintiff, therefore, prays an accounting to determine the amount thereof, and judgment for that sum. The complaint also contains a prayer for general relief.

Hogeboom, Justice—This case presents the question whether a corporation may recover back usurious premiums paid by it on the loan or forbearance of money. It involves the act of 1850, which is as follows:—"No corporation shall hereafter interpose the defence of usury in any action." (Laws of 1850, c. 172, sec. 1.) Our statute forbids any person or corporation, directly or indirectly, to take any greater sum than at the rate of seven per cent per annum for the loan or forbearance of money. (1 R. S., 771, 2, sec. 1 2.) And as a consequence of or penalty for the violation of this statute, authorises any person paying such larger sum to recover back such excess, if the action be brought within one year after the payment. (Sec. 37.) The benefit of this latter section (prior to the act of 1850) probably attached to corporations, although it is observable that the second section, which forbids the taking of usury, uses both the words "person" and "corporation," and extends the prohibition to both; whereas the third section, which authorises a suit to recover back the usury, uses only the word "person," and not "corporation." Subsequent sections of the statute declare void all bonds, notes, contracts and credences of debt reserving any sum in the premium (sec. 5), authorise the prosecution thereof to be restrained by injunction (sec. 14), and make the taking of usury a misdemeanor. (sec. 15.) In this shape the statutes against usury, as amended in 1837, remained until the act of 1850 was enacted, which simply provided that "no corporation should thereafter interpose the defence of usury in any action." This statute, like every other of general application, should receive a construction in accordance with the intent of its framers, and in furtherance of the object sought to be accomplished. It was probably intended, in part at least, for the benefit of corporations, to enable them to obtain in critical emergencies pecuniary facilities for the promotion of the objects of their corporation. They are forbidden to interpose the defence of usury, and therefore, when prosecuted upon a usurious contract, they were bound to pay or suffer judgment against them. And I think the fair construction of the statute is, that they were bound to pay not only the sum actually borrowed, with legal interest, but also the usurious premium. The law creates no distinction between the sum actually borrowed with interest and the excess over seven per cent. It declares that they shall not interpose the defence for any purpose. What they have agreed to pay they must pay. The contract is made legal as to them, by removing every legal obstacle to a recovery against them. Hence evidence of debt securing or reserving as against them what would otherwise be an usurious premium, is not void or illegal, but are valid and binding, and the whole amount may be proved in an action. If so, then I think it cannot subsequently be recovered back. It would contravene well settled principles and all legal simplicity, first, to allow a recovery of the usury, and then to allow it to be immediately recovered back. I do not understand that the law allows such a thing to be done. Now, in the case of a corporation, as in whom the laws against usury are in no wise repealed or modified, they may recover back money actually paid by way of usury—First, because the agreement to pay, and the act of paying, are illegal transactions, and secondly, because the law presumes that the urgency of their pecuniary necessities may have left them no practical option except to obtain the money at the rate of the original loan on such terms as they could. But if actually prosecuted on the usurious contract, I know of no law or legal rule by which they may suffer a recovery, and then turn immediately round, and, by a prosecution on their part, get back the money as to which they had a legal and valued defence against its recovery, when originally prosecuted. If these views are correct, they dispose of the case. If a suit for the usurious premiums could not be successfully defended, neither can they be voluntarily paid, or compulsorily collected, and then be restored to the party originally paying them, through the agency of a suit instituted for that express and only purpose, such as this suit, and it must fail for the reasons stated. Again, the only just or legal foundation given to the statute of 1850, for the suit to recover back usurious premiums paid, was the illegality of the original transaction—the fact that the receipt of the money by the usurer was forbidden. But the statute of 1850, by prohibiting the defence, has removed the taint of usury. It is no longer as to corporations illegal. It has become a lawful and proper transaction. Hence the reason of the rules which allow the action to recover back the money, fails. The illegality being removed, the foundation for the action no longer exists. It is argued that this is giving the statute of 1850 a more extended meaning than was designed by its framers; that it was only intended to take away the defence of usury to prevent the avoidance of a contract otherwise valid, for that cause, and not to pronounce usury lawful, or to repeal the law which forbids it. It is argued that full effect may be given to the statute of 1850, by preventing a party from defeating a contract on account of usury, or from setting it aside and cancelling it in a Court of Equity; and that this is the more benign and equitable construction, and most consistent with the spirit of the law, inasmuch as it is equal to a party to do just what is right, no more, no less, namely, to pay the money actually borrowed, and legal interest, and relieve him from what is inequitable, oppressive, and against the policy of the law. But I do not find sufficient foundation in the phraseology of the law upon which to base such a construction. The language is general and unqualified. It takes away the defence, the objection of usury. It strikes it out of existence, and the ordinary consequence must follow. It not only disallows the defence, but it forbids it to be used in any way, defensively, that is, to accomplish the same object by affirmative action. As, for example, in a proceeding to vacate or set aside a contract as would be accomplished by strictly defensive action; as, for example, in seeing up the usury in an answer to an action upon the contract. If it goes this length—and it was rather conceded on the argument that it did—then I think it goes still farther, and forbids not only a defence to an action for the usury or usurious premium, but forbids an action to recover back the usurious premium. The money borrowed, the legal interest and the usurious premium are all mingled together in one transaction, form part of one single and indivisible contract, and when the statute says the defence of usury shall not be interposed to it, I think it means to each and every part of it—no one part more than another. At least I feel bound to put that construction upon it until the Legislature speak in more specific and discriminating terms. I think this view of the statute of 1850 is taken in substance by all the Judges in the Court of Appeals, who delivered opinions in the case of Curtiss vs. Leavitt, 15 N. Y. Rep. 9. (See opinion of Comstock, p. 55; of Brown, p. 132, 154; of Shankland, p. 173; of Paige, p. 298, 299; of Selden, p. 254, 255.) The result is that the complaint is radically defective and cannot be sustained. It becomes unnecessary, therefore, to consider the other question discussed on the argument, whether the usurious transactions were set forth with sufficient particularity and precision to uphold the complaint as a pleading. The order of the Special Term should be affirmed with costs.

PERSONAL.

INFORMATION WANTED—OF JAMES FOSTER, WHO arrived from London in September last, by Mrs. Newbatt. Apply at Walker's Hotel, 25 Greenwich street, N. Y.

NEW PUBLICATIONS.

NOTICE.—BOOKS WHICH HAVE BEEN IN OUR possession for twelve months or more, will be sold to pay expenses unless called for within thirty days.
REID & CUSHING, 116 Fulton street, N. Y.

SPIRITUAL TELEGRAPH IS EXCEEDINGLY INteresting.—Get it at all the periodical depots. Prices 5 cents; contains magical practices, spiritual conference, spirit cases, chronic notions, reply to Sterling, Free Love, &c. Price 5 cents, or $2 per year.

FURNITURE.

FURNITURE BOUGHT FOR READY MONEY.—A FAIR value given, in ready money, for furniture, carpets, boxes, &c., at 123 Sixth avenue, between Ninth and Tenth streets

FURNITURE.—A LADY GIVING UP HOUSEKEEPING will dispose of her furniture cheap, consisting of rosewood parlor suits, covered in red plush, made to order, &c., must be sold before the 1st of January. Apply at No. 3 Franklin terrace, corner of Twenty sixth street and Ninth avenue.

LEGAL NOTICES.

NOTICE IS HEREBY GIVEN TO THE HEIRS OF THE estate of Mary Neal, deceased, late of the town of Northfield, county of Richmond, State of New York, to make themselves known to the undersigned at the above town, county and State aforesaid, on or before the first day of March, 1859.
CAPEY DURRUA, Administrator.
Northfield, Richmond Co., N. Y., Dec. 20, 1858.

DRY GOODS, &c.

AT DE PERCEVAL'S, 657 BROADWAY—ALL KINDS of French embroidery to order, initials for handkerchiefs, table linen and bed clothes, scolloping, silk embroidery, &c.; transferring, laces done up like new. Ladies' and children's under garments always on hand and made to order.

ASSIGNEE'S SALE
Of rich Paris mantillas,
Velvet cloaks, talmas, &c.,
At 206 Canal street and 503 Broadway.
W. B. MACKENZIE, having this day (December 24) made an assignment of his entire stock and interest in the above establishments for the benefit of his creditors, the undersigned would respectfully invite the attention of all desirous of making purchases for the holidays to the exceedingly rich and elegant stock of goods, now being sold at very great sacrifice at the above places. As the sale is positive, the goods have been marked down to a very low rate for cash.
B. BRANDRETH,
Assignee.

AT DE PERCEVAL'S, 657 BROADWAY—STAMPED embroideries of every description at wholesale and retail; stamping to order executed in the neatest and most perfect manner; embroidered yokes of different kinds; new styles of ladies' night dresses, yoked.

ATTENTION,
CLOTHIERS, MERCHANT TAILORS, CLOAK MAKERS, AND OTHERS.
J. P. & H. L. CRANFORD,
304 Broadway, corner of Duane street,
Will close the balance of their stock of—
BEAVERS AND PILOTS,
SEAL SKINS AND LION SKINS,
BROADCLOTHS, OVERCOATINGS,
CLOAKING CLOTHS,
And all other winter goods, at a large reduction on their late very low prices, to make room for spring goods.
EXTRAORDINARY BARGAINS IN CLOTHING.
Every article
BOUGHT FOR CASH AND SOLD FOR CASH.

AT 355 BROADWAY.
JUST RECEIVED,
New Goods,
SPECIALLY ADAPTED FOR HOLIDAY PRESENTS;
WILL BE OFFERED AT RETAIL ON
MONDAY December 27.
LACES and EMBROIDERIES,
Plain and embroidered HANDKERCHIEFS,
in fancy boxes;
Evening ROBES,
New SILKS.
ALSO,
continued sales of CHEAP GOODS, until January 1.
STRANG, ADRIANCE & CO.

A NOTICE TO GENTLEMEN.
SIX HUNDRED DOZEN
BEST SCOTCH
WOOL SCARFS,
FIFTY CENTS EACH.
TWO HUNDRED DOZEN
BEST ENGLISH
SILK SCARFS,
$1 50 EACH.
GOLD SCARF PINS, $1 to $5.
NECK TIES, 25 CENTS to $1.
RETAIL, AT WHOLESALE PRICES.
Wholesale buyers supplied on easy terms.
S. W. H. WARD, 333 Broadway, up stairs.

BOYS' CAPE OVERCOATS AT VERY LOW PRICES, At CORNELL'S boys' clothing warehouse, 31 John street corner of Nassau.

CLOSING OUT SALES OF SKIRTS.
We are now offering our entire stock of skirts, embracing everything in the skirt way, in order to close them by the first of January, at such prices as will insure their sale.
Also the balance of our silk gloves at still lower prices.
PECK BROTHERS,
61 Chambers street.

CHARLES STREET A CO., 475 BROADWAY.
GREAT INDUCEMENTS FOR THE
BALANCE OF THE SEASON, AND
DURING THE HOLIDAYS.
OVER A QUARTER OF A MILLION
DOLLARS WORTH OF
Cloaks and furs, all new and elegant goods, have been marked down, and will be offered, commencing Monday, Dec. 27, at a very large discount from previous prices.
OUR CLOAK STOCK,
It is well known, comprises at all times the largest, best manufactured and most distinguished novelties to be found in the United States.
OUR FUR STOCK,
Which is manufactured under our own special superintendence, cannot be excelled either in variety or guaranteed genuineness by any other establishment on this continent.
It is these stocks, without the reservation of a single article, which we have reduced in price, and to which we invite the inspection of all buyers.
The entire of our new and elegant
PARIS AND OTHER BONNETS
We have reduced over
FIFTY PER CENT.
In order, if possible, to dispose of the entire winter assortment.
BARGAINS IN RIBBONS
Will be found on our tables, all this fall's styles, at less than
HALF THEIR VALUE.
Flowers, headdresses, and every article of millinery goods, we have also reduced in price.
CHARLES STREET & CO.,
475 Broadway.
Ladies will please observe that our store is especially distinguishable by the large white Polar bear in the window.

CLOSING OUT SALE
OF
CLOAKS, RAGLANS AND CIRCULARS,
H. EDGERTON, 409 CANAL STREET,
Will offer on MONDAY, Dec. 27,
HIS ENTIRE STOCK,
Consisting of
5,000 GARMENTS,
At less than
ONE-HALF OF FORMER PRICES.
LINED CIRCULARS AT $4 50 TO $7,
Worth from $10 to $18.
LINED SLEEVE CLOAKS AT $4 50, $5, $6 AND $8,
WORTH DOUBLE THESE PRICES.
OUR STOCK OF SLEEVE CLOAKS
Comprises all
THE NOVELTIES OF THE SEASON.
WILL BE OFFERED
At prices varying
FROM $3 50 TO $8,
A REDUCTION OF 50 PER CENT
ON THE ORIGINAL COST.
H. EDGERTON,
409 Canal street.

EXTRA NEWS TO THE LADIES.—E. UHLFELDER, 301 Canal street, three doors west of Broadway, has made a reduction of prices in his large stock of goods suitable for holiday presents, such as French embroidery and real lace sets, black handkerchiefs, portemonnaies, bags, cabas, fans, card cases, bracelets, real gold and fancy colored hair pins and cachepeignes, combs, coiffures and barbes, velvet and flower headdresses, full capes, berthas, &c.

FREDERICK MAYNARD,
Manufacturer of
LADIES' SILK DRESS BUTTONS, TASSELS, ETC.,
No. 20 Cliff street.
A large assortment, suitable for the jobbing trade, constantly on hand.

HOLIDAY CLOTHING! GREAT REDUCTION!!!
OVERCOATS AT ALMOST HALF PRICES.
READ! READ! READ!!!
READ! READ!!
READ!
$20 for fine Esquimaux overcoats worth.....$30
$15 for splendid beaver overcoats worth.....$25
$13 50 for finest cloth overcoats worth.....$25
$12 for beautiful plush overcoats worth.....$19
$10 for black cloth overcoats worth.....$18
$8 for Moscow beaver overcoats worth.....$14
$5 for beaver overcoats worth.....$8 50
$3 50 for pilot overcoats worth.....$7 50
&c., &c., &c., &c., &c., &c., &c., &c.
Having an immense stock, I have determined to clear out the winter garments at once.
OAK HALL, 84 and 86 Fulton and 45, 47 and 49 Gold street.

MILLER & GRANT, 708 BROADWAY,
Will offer THIS WEEK,
Application point rose, all trimmed.....for $4 and upward.
Application point collars.....for $2 and upward.
Point a l'aiguille sets, all trimmed.....for $17 and upward.
Point a l'aiguille collars.....for $3 50 and upward.
Point a l'aiguille handkerchiefs.....for $26 and upward.
Also,
Chantilly veils, points, flounces, mantillas and capes. Paris embroideries, in the latest styles.
The above goods are just received, and will be found 25 per cent below usual prices.

NOTICE.—ON RETAIL FOR THE HOLIDAYS.
A field of operations for ladies of
TASTE AND REFINEMENT, AT
JAMES TUCKER'S,
361 Broadway,
Next door to Thompson's Saloon.

A PANORAMA OF TRUTHFUL FLOWERS, FULL OF apparent life and originality, at
JAMES TUCKER'S,
361 Broadway,
Next door to Thompson's Saloon.

BRIDAL APPOINTMENTS, WITH OR WITHOUT VEILS, are of distinguished merit, at
JAMES TUCKER'S,
361 Broadway,
Next door to Thompson's Saloon.

COIFFURES—COMMENCING AT THE LOW FIGURE of $2 each, deserve much favor at
JAMES TUCKER'S,
361 Broadway,
Next door to Thompson's saloon.

OSTRICH AND MARABOUT FEATHERS ARE ALL in the superlative, and the ostrich
Head dress, with pearls and gold beads
Interningled, is a very pretty production,
At $1 50 each, at
JAMES TUCKER'S,
Next door to Thompson's saloon.

CACHEPEIGNS—COMMENCING AT $1 50 EACH,
Fancy hair pins, ornamental combs,
And head ornaments, it is whispered,
Are beyond all praise, at
JAMES TUCKER'S,
361 Broadway,
Next door to Thompson's saloon.

THE CELEBRATED WHITBY JET, IN BRACELETS, BROOCHES, and CHATELAINES, plain or inlaid set in gold, are of artistic finish, at
JAMES TUCKER'S,
361 Broadway.
Next door to Thompson's saloon.

PARIS CAMBRAY, VERY BEAUTIFUL IN QUALITY, IN 8-4 and 12-4 wide, for VEILS and DRESSES,
JAMES TUCKER,
361 Broadway,
Next door to Thompson's saloon.

OPERA FANS, AND MANY OTHER OBJECTS of appreciation for the toilet; in fact, we must not omit to chronicle our BRUSHES and PERFUMERY, now so much in be ascendant.
JAMES TUCKER,
361 Broadway,
Next door to Thompson's saloon.

SKIRTS.—ELEVEN SPRING SKELETON SKIRTS, ADjustable bustle and well made, for $1 31; thirteen springs, $1 50, and sixteen springs, $2. Children's, four springs, 25 cents. Dealers supplied with eight springs, $8 a dozen; eleven springs, $11, and thirteen springs, $15 a dozen. C. L. HARDING, 281 Spring street, near Hudson. No connection with the next store.

481 BROADWAY.
G. M. BODINE.
A GREAT REDUCTION IN SILKS.
100 pieces plain silks, at $1 per yard.

481 BROADWAY.
G. M. BODINE.
500 dresses of all wool,
Plaid merino at $3 50 per dress.

481 BROADWAY.
G. M. BODINE.
LACE SETS,
FOR HOLIDAY PRESENTS,
At half price.

481 BROADWAY.
G. M. BODINE.
Just received,
1,000 PICCOLOMINI DRESSES
For holiday presents.

DRY GOODS, &c.

481 BROADWAY.
G. M. BODINE.
Just received,
1,000 dozen linen napkins, at $1 25 per dozen,
Worth $2.

481 BROADWAY.
G. M. BODINE.
Just received,
500 dozen Irish linen handkerchiefs,
at $1 50 per dozen,
Worth $2 50.

481 BROADWAY!
G. M. BODINE.
1,000 DRESSES OF RICH PARIS DELAINES,
FOR HOLIDAY PRESENTS,
At 1s. 6d. per yard.

481 BROADWAY.
G. M. BODINE.
2,000 DRESSES OF ENGLISH PRINT,
FOR HOLIDAY PRESENTS,
At great bargains.

481 BROADWAY.
G. M. BODINE.
300 pieces of Irish poplins,
Suitable for evening dresses,
At $1 25 per yard.

655 BROADWAY.
Gentlemen's fashionable
Furnishing bazaar.
Holiday sales for 1858 and 1859.
LEWIS & SECORD invite attention
To robes de chambre and
Smoking coats, in great variety.
New styles of fancy scarfs.
New styles tubular and lace ties.
Fine gold and imitation scarf pins.
Studs and sleeve buttons.
Alexandre kid gloves and other makes.
Novelties in stitched and embroidered bosoms.
Full stock of winter underclothing, hosiery, gloves, &c.
Shopping solicited.

WINTER FASHIONS.

A HOLIDAY CARD.
FROM THE CASH RIBBON HOUSE,
JNO. FARRELL,
116 CHAMBERS STREET, NEW YORK.
EXTRAORDINARY CHANCE, RARE OPPORTUNITY,
FOR MILLINERS AND OTHERS.
WE HAVE RECEIVED DIRECT FROM PARIS, PER ARABIA,
23 CASES OF HEADDRESSES,
ORIENTAL TURBANS, COIFFURES, &C.,
COMPOSED OF EVERY STYLE AND THE MOST COSTLY MATERIAL,
ADAPTED FOR BALL, PARTY AND FULL DRESS.
[ALSO A LARGE VARIETY SPECIALLY SUITED FOR
THEATRICAL AND STAGE COSTUME.
REAL OSTRICH FEATHERS, TIPPED WITH GOLD AND SILVER,
EMERALDS, PEARLS,
CORALS, BEADINGS.
FLOWERS OF EVERY CONCEIVABLE HUE, SHADE AND COLOR,
GARNITURED AND TESSELATED WITH SPANGLES.
EACH AND EVERY HEAD ORNAMENT
IN SEPARATE
PARISIAN MADE BOXES,
SPECIALLY ADAPTED
FOR HOLIDAY GIFTS AND NEW YEAR'S OFFERINGS;
THE WHOLE, IN AMOUNT, EXCEEDING IN VALUE
NINE THOUSAND DOLLARS.
These goods were ordered by one of our most distinguished importing houses,
BUT CAME TOO LATE FOR THEIR TRADE.
JUST IN GOOD TIME FOR OUR WANTS.
WE ARE ALWAYS READY,
ALWAYS IN SEASON FOR GOODS,
When we can buy them to sell to our customers at
LESS THAN HALF PRICE.
These goods have been transferred to us direct from steamer now at Boston, at a discount of 70 per cent.
We therefore are enabled to offer them to the trade at
ONE THIRD THEIR ORIGINAL COST IN PARIS.
We have divided them into four lots, as follows:—
Lot No. 1.—In this assortment there is 500, at $7 50, Original cost $22 50.
Lot No. 2.—In this assortment there is 400, at $5, Original cost, $15.
Lot No. 3.—In this assortment there is 560, at $3 50, Original cost $10.
Lot No. 4—In this assortment there is 600, at $2 50, Original cost $6 25.
Philadelphia, Boston, Baltimore, Broadway and near by trade are invited to call and examine the goods and the prices.
WHOLESALE BUYERS SOLICITED.
These goods must be sold at any price, at any sacrifice, before the 31st of the present month,
WITHOUT ANY REGARD TO THEIR VALUE,
As on and after the 1st of January the ribbon trade requires our exclusive and sole attention. Included in this shipment, and belonging to the same purchase, we are enabled to offer
300 boxes of costly feathers, marabout, real ostrich, &c., &c.,
Of all colors, shades and qualities.
These goods are assorted in "job lots," one dozen in each lot, and are offered at
$5 PER DOZEN.
This property is worth, and originally cost $18.
The attention of wholesale bonnet and children's hat manufacturers, straw houses, &c., &c., &c., are specially directed to these goods, the rarest and most extensive offering of the kind
EVER PRESENTED TO THE NEW YORK MARKET.
CASH RIBBON HOUSE,
116 CHAMBERS STREET. JNO. FARRELL.

A SPECIAL FLOWERS,
Target wreaths,
Ball and bridal wreaths,
Head dresses and bouquets.
A full and general assortment of every description of French and American goods.
Jobbers and milliners are invited to call and examine at
PAICE'S Artificial Flower Manufactory,
45 Division street.

A CALL BEFORE NEW YEARS IS SOLICITED AT THE EMPIRE CITY FUR COMPANY,
228 Bowery,
336 Grand street, 231 Eighth avenue,
where are exhibited
LADIES' AND GENTLEMEN'S FANCY FURS,
consisting of Hudson Bay sable, ermine, mink, ferret, sable, etc., in capes, talmas, pellerines, muffs and cuffs, all of the latest styles, unsurpassed as to beauty or prices. Also our department for gentlemen's fur caps, collars and gloves; sleighrobes and children's fancy furs, of every description, all well worth inspection. All goods warranted as represented.
HARRIS & RUSSAK,
228 Bowery, 336 Grand, 231 Eighth avenue.

F. BOOSS, IMPORTER AND MANUFACTURER OF furs of every description, at 64 Maiden lane, invites attention to his extensive and elegant assortment of all kinds of European and American furs, consisting of sable, mink, ermine, stone marten, fitch, Siberian squirrel, &c. Also, a fine assortment of gentlemen's collars, gloves, fur caps, sleigh robes, &c. Having removed from 42 up stairs, to 44 down stairs, to increase his business, where he will sell his elegant manufactured stock at very reasonable prices.

FURS, FURS, GOOD FURS.

FRENCH MINK SETS $14.	GREATER BARGAINS THAN EVER.
	FINE VERY LARGE HALF CAPES,
	VERY FINE MUFF,
	CHOICE LARGE CUFFS,
BROOK MINK SETS $15.	OF
	FRENCH MINK FOR $14.
	OTHER FURS
CHILDREN'S FURS.	EQUALLY CHEAP.
	FURS REPAIRED.
	ELKINS,
FRENCH SABLE SETS $12.	No. 477 Broadway, up stairs.

FURS, FURS, FURS,
HUSTER & SIEDE,
No. 38 Maiden lane, New York,
Offer their rich and elegant assortment of ladies' furs, consisting of
Hudson Bay sable,
Royal ermine, mink, stone marten,
Fitch marten, &c., &c.,
Made up in the latest style, which they offer at the lowest price.

FURS.
LADIES AND GENTLEMEN'S
FANCY FURS.
RICH and BEAUTIFUL, ELEGANT and COMFORTABLE, such is the stock of furs, in every style and shape, with the addition of the splendid NEW EUGENIE MANTEAUX, just received.
Goods unsurpassed by any houses in this city are offered for sale at very reasonable prices.
F. LANDRY,
No. 605 Broadway.

GREAT ATTRACTION AT GOSSON'S, 373