sustained. I think it is a mere act of indemnity, furnishing them an indemnity for the loss of their property, and nothing more. When we advance beyond this, and come to the process by which the amount of damages should be ascertained, we find in the trial of this case men travelling different roads. Mr. Field travels one, and Mr. Evarts and Judge Pierrepont another. Mr. Opdyke, in making up this claim, travelled one road, and Mr. Orison Blunt, representing the Board of Supervisors, when he came to investigate the claim, adopted another rule, and travelled another road to ascertain what the damages were. The rules laid down in the law by which to ascertain the damages that shall be given are in many cases extremely difficult of application. I know I have found the judicial mind as much perplexed, in some cases that I have had in investigating rules of damages as upon any question that I have ever examined. And these rules of damages are many of them predicated, not so much upon any enlightened morals as upon rigid, stern rules. As an illustration: If I convey to Mr. Blatchford a lot worth five thousand dollars, in this city, and assure the title to him, and if he puts upon it a building worth thirty thousand dollars, and ten years hence the title fails, and Mr. Blatchford sues me under my covenant to warrant and defend him in his possession, he cannot recover the $30,000 expended upon the house, but only the $5,000 with interest. Some men would think there was not much good sense in that rule; and yet the reason assigned for it is that in the early settlement of this city a man might have sold a piece of land for $200 upon which buildings worth fifty millions might afterwards be erected, and no man could bear the burden of a failure of title in such a case; and therefore the rule is to recover in action only what is paid with interest upon it. Or if I contract with Mr. Weed for a horse for which I am to pay him $500 to-morrow, and contract with Mr. Blatchford to sell him the horse on Monday next for $1,000, and if to-morrow Mr. Weed declines to fulfil the contract and deliver the horse, I cannot sue for the $500 difference between the price I was to receive and that which I was to pay, but only for the difference of the contract value of the horse proved by witnesses upon the stand above the $500 I agreed to pay. Men reasoning with themselves might say that I should have the benefit of my outside contract with Mr. Blatchford; and yet the law will not give it to me. Now, I do not understand that in this claim against the city Mr. Opdyke had a right to put those guns in at the contract price. I do not know whether it is very material, on the basis on which this claim was made up, if you shall be satisfied from the evidence of Mr. Keene and Mr. Brooks that the gun was actually worth the price at which they had agreed to sell it to the government; because then the price fixed in the contract with the government becomes wholly immaterial. This claim was made up by taking those guns that were in the process of manufacture, and the state in which they were, estimating the cost of completing them, and deducting the expense which would be required to complete them, from the value. This embraced the royalty of $3 50 on each gun. As I understand the evidence in this case, that claim could not be sustained; and if the case here were to recover that from the Corporation I should be obliged to say to you that Mr. Opdyke had no valid claim against the Corporation for the royalty on those guns, nor had Mr. Brooks any claim on Mr. Opdyke or Mr. Farlee for the royalty at all; because, by the written contract between the parties, the royalty was not earned, nor was it due until the guns were completed and delivered to the United States government, as Mr. Brooks himself swore upon the stand. I cannot see, therefore, upon any view which may be taken of this matter, that this claim of $21,000 for the royalty upon those guns could ever be established as a legal claim against the Corporation.

Mr. Evarts—It was $21,000.

The Court.—$21,000, or whatever it may be. This leads me to another question; the claim on the part of the plaintiff that this rule of damages was right; that they had a right to recover from the Corporation for those guns complete, less the cost of finishing them. I do not understand that to be the rule. Yet I have no doubt that it was competent, in presenting the claim and giving the evidence, to give that evidence in ascertaining the value of those guns. The owners of the gun factory were entitled to recover the actual damages which they sustained in losing their property. The great question in controversy is, how are we to get at its value? Mr. Evarts says you must get at it by estimating the lock, sight, barrel, stock, &c. That is one way. The point to be got at is the value of the property. Yet when you seek the value of property in the process of manufacture it is very difficult to apply this rule to it. Take a wagon wheel, with all the spokes in it but one, and the rim all ready to be put on, what is the wheel worth? If you were to sell the hub and the spokes in it to one man, and the felloes to another, and the tire to a third, probably it would not fetch much sold in that way. Stock unworked upon could be estimated in that way; but when you come to the guns in the process of manufacture, where so much labor has been bestowed upon the barrel in the process of finishing, and so much upon the stock, &c., it is very difficult to say what the pieces thus partly finished would be worth when thrown into the market. Probably they could hardly be said to have market value. Yet, as one means of ascertaining what they were worth, I entertain no doubt at all that it was competent to put in evidence what they would be worth when finished, and what would be the cost of finishing; not that the party would be entitled to recover as damages any profit which might accrue out of the labor of finishing them—because I do not think he could. The rule is laid down in the elementary books that where an article is in such a state that it is not ordinarily marketable, you may then show what it is worth by showing the cost of its production. You will perceive that the rule upon which the plaintiff claims he made up this account against the Corporation was not adopted by Mr. Blunt at all. But he resorted to another theory, and one certainly much more dangerous—one which was all wrong if he adopted it; and that was to ascertain what the whole outlay in this establishment was; and when he found that the outlay exceeded the amount of the claim, he was satisfied that the claim was just. That was more wrong than the other mode. It only shows that laymen are not always safe judges of a rule of law in determining such a question. Now I ought to say to you that, although this defendant may have succeeded in showing you that Mr. Opdyke did get up this claim against the Corporation in larger sums than he was entitled to, yet it does not follow that Mr. Opdyke was dishonest in regard to it. This libel must be justified as broadly as it was made, literally in the sense in which it is charged; and if it charges Mr. Opdyke with fraudulently making up a claim against the Corporation, and swindling it, performing that which a swindler would do, then it must be justified as broadly, and to justify this part of the libel you must come to the conclusion that the claim was made up dishonestly, in fact, and that he believed and knew when he adopted this rule, suggested by Jones and carried out by Mr. Keene, that it was all wrong, and would result in a larger claim against the Corporation than they were liable to him for. That is a question for you to determine, whether you believe that Mr. Opdyke did, in making up this claim and presenting it in this form, knew that he was presenting a false claim and practising fraudulently against the Corporation. You are to determine that question in the light of the evidence in the case; and you will bear in mind that Mr. Jones swore that it was an honest way of making up the claim; and Mr. Keene swears that he regarded it as a just and equitable mode of making up the claim; and Mr. Opdyke swears the same thing. You will say from the evidence how it is, and whether you believe that Mr. Opdyke did make up a claim fraudulently against the Corporation to get more damages out of them than he was entitled to, or whether you believe simply that he did, as many men do, basing their claims on a wrong rule of damages. There is another point of this libel to which a different rule applies, and where it is my duty, and not yours, to decide; and it is the charge in this libel that Mr. Opdyke was *ex officio* a member of the auditing committee on such claims; that he sat on that committee auditing this claim, concealing the fact that he was the principal party interested, and by that means carried this swindle through. I have no hesitation in saying that this point, which is the most serious of all those charges, as I regard it, is libellous. I do not think there is any doubt about what it means. I do not think there is anything left for interpretation in regard to it. It charges Mr. Opdyke with being a member of this Auditing Committee of the Board of Supervisors, charges him with sitting and auditing this claim, and charges him with concealing the fact that he was the owner of the claim, and then it alleges that there was a great swindle in the claim. That, I say, is libellous. The next question is, is it justified by the evidence in this case? That is a question of fact, if there is any dispute about the evidence, whether it is justified or not; a question of fact which belongs to you. If there is no dispute on the question of the evidence, then it is my duty to charge you to find it undefended. The first part of it I suppose is wholly untrue. The Mayor in virtue of his office is not *ex officio* a member of this committee. Mr. Hutchings did swear that he was a member of the committee, but upon cross-examination he said he did not know whether he was a member or not; that he was sometimes there, and sometimes not. I take it to be very clear that *de jure* he was not and could not be a member of the committee. But if he was *de facto* a member of the committee that branch of the libel may be justified upon that. [The Court proceeded to quote from the testimony the evidence that Mayor Opdyke did not act as a member of the committee, and that in the action upon this claim he avowed his interest in it and left before it was acted upon.] I think, gentlemen, that you will find that this part of the libel, which charges Mayor Opdyke with being a member of this committee, sitting upon this claim, auditing it, concealing the fact that he was interested in the claim from the Board of Supervisors, unsustained by the evidence in the cause. There is a passage in the article which charges that "Billy Gammon soon came to grief." I have no right, standing here as a judge, to say what is meant by that. Yet if Mr. Blatchford should accuse any brother of the bar with being "Billy Gammon" I think I should understand pretty well what he meant. I should think he referred to Warren's celebrated "Ten Thousand a Year," and pointed out the middle man of the firm of Quirk, Gammon & Snap, whom Warren himself describes to be a man of cold gray eyes, a member of a firm that drew their law business from the purlieus of society, whose clients were a class of miscreants, and of whom Quirk, the senior member of the firm, says that he was "the very devil at invention;" and whom Warren, who is a lawyer, represents as having such a natural instinct in picking up evidence that in wandering through a strange graveyard at night he stumbled upon an inscription that secured to Titcomb $10,000 a year. I have no right to say to you that Mr. Weed meant to impute this character to Mr. Opdyke. Not at all. It is a long time since "Ten Thousand a Year" was written, and it may not have been extensively read. Perhaps it is not an expression that, in common parlance among men, would be misconstrued in that way. Yet it is undoubtedly complained of such an expression has come to be so familiarly applied as to be a byword in the community, for the jury to take that and make the application of it themselves. And if you, being laymen, mingling among men, understand the expression "Billy Gammon," so that you think the community at large when they read it would make the application, then you may make it, and you may apply it to this case and say whether it does really apply to that distinguished character whom Warren has immortalized in the profession of the law; say how far Mr. Weed should be punished for applying it to Mr. Opdyke. There is another charge of the sale of the office of surveyor of the port. You will say in what sense these words were intended. If it implies the sale of an office outright, it is undoubtedly a libel, because it would hold up any man to contempt and disgrace and infamy, to sell an office for $10,000. It is argued that this libel does not mean that, but means selling Mr. Opdyke's influence to procure the appointment; and that you should put this construction upon it from the fact that Mr. Opdyke did not possess the power to bestow the office; and, therefore, you should put the more favorable construction upon it, and say it barely meant that he agreed that he would procure the office for him for $10,000, and would sell his influence for that sum. If it was just that, you will say whether you would not consider it a disgrace to Mr. Opdyke to do just that thing, whether he would not be held up to infamy and disgrace and to the contempt of men for doing just that thing. If so, then this is libelous in that sense. Then, the only remaining question is, whether it is justified? That depends upon your finding of the question of fact. Mr. McNeil swore that there was such a bargain made between Andrews and Mr. Opdyke, and that he was the middle man or broker who made it; that he saw Mr. Opdyke, agreed upon the terms and consummated the bargain, and called in Mr. Williamson to be a witness to its final conclusion. Mr. Williamson in substance confirms the testimony of Mr. McNeil, confirms it fully with regard to Andrews; but, with regard to Mr. Opdyke, perhaps he leaves it in a little obscurity. On the other hand, Mr. Andrews swears unqualifiedly that there was no such bargain made, and none ever talked of or dreamed of by him; and Mr. Opdyke swears there was never any such agreement made with him. There is testimony that on the second of July, two or three days before the first meeting, Mr. Andrews met Mr. Opdyke in Broadway and said to him, "I am to be Surveyor of the port of New York;" and he states that then the matter had been published in the papers. Brown testifies also that he went to Washington with a committee to obtain the appointment of Mr. Andrews, not from Mr. Opdyke's party at all, but from another independent political organization. Mr. Andrews swears that he never asked for Mr. Opdyke's influence and never desired it. He regarded his only chance of success as slipping into the office in the contest between Mr. Wakeman and Mr. Stanton, and believed that the influence of Mr. Opdyke would be rather against him than in his favor. The defendants on the other hand say that the bargain was consummated, and they point to the fact that these moneys were levied at the Custom House and paid to Mr. Opdyke to secure his appointment to this office. Mr. Field, however, denies that they were levied by Andrews. You will say, gentlemen, upon all the evidence in the case what is the truth of the matter; and if you find this article undefended and libelous, you will so render your verdict; and if not, the defendant stands acquitted upon this charge. I now, gentlemen, come to the Marlores claim and the alleged libel connected with it. It is for you to say whether it imputes to Mr. Opdyke and his associates in this case sharp practices, frauds and overreachings, or whether, taking it all in all, just as it stands, you as laymen, reading it calmly and taking a common sense view of it, things it holds up Mr. Opdyke to infamy, to disgrace, to contempt and to ridicule. It is claimed on the part of the plaintiff that you should infer that there was an intention to charge in this sharp practices and extortions, because the article closes up by saying that there were other sharp practices and extortions which would make Jews blush, as the writer was informed by the genuine friend, the confidential friend, of General Fremont. It is for you, gentlemen, to say how that is, and then you will say, in the next place, whether it is justified by anything given in the evidence. That branch of the case rests entirely on the testimony of General Fremont, and you have heard the argument of defendant's counsel for him on that branch of the case, giving their construction to the testimony of General Fremont; and you have heard the argument of Mr. Field and Mr. Evarts on the other hand, giving their construction to this testimony. While one argument maintains that there is nothing in the testimony of General Fremont that should in the least reflect discredit on the parties at all; that those offers were made voluntarily by General Fremont after he had tried the markets of France, England, Germany and Philadelphia, and sought to make the same arrangements and failed in all those places, and that really there is nothing in all these things, as proved by General Fremont, which was in the least calculated to reflect on the character of Mr. Opdyke—it belongs to you to say on the whole evidence in the case how that issue will be found. This carries us through the whole libel of the 18th of June. There is one other brief one with reference to the charge of the 26th of June, wherein the defendant says that Gibbs, the carbine patentee, says, "In the claims submitted to the Supervisors, and on which $100,000 were paid, there was a large swindle." Now, I ought to say to you, in regard to that, that counsel for the defendant read that alleged libel to Gibbs, just as it is contained in the publication, and asked him, "Did you say that, Gibbs?" and he answered, "Yes, I did; I said it to several persons," and there the investigation stopped. Well, gentlemen, I am requested to charge you that the proving that Gibbs said so is no justification of the libel. Now, I understand the rule to be, as stated on the head note, "First Winslow," an action for libel published in a newspaper, of rumors, is not a justification by the fact, that such rumors existed. The fact that they did exist, however, may be given in evidence in mitigation; but not in justification. I do not understand it, that men may publish through newspapers a rumor imputing to a man such and such a thing, coming under the head of rumor, and then come into court, by the defendant himself, and saying that such a rumor existed. He may prove the fact of the rumor, and the jury are required to take that fact into consideration in determining the question of damages. This takes me over the whole of the libels, or substantially to.

Mr. Emott—If your Honor would please to charge as to the shoddy blankets.

The Court—Oh, yes. There is, gentleman, a charge with reference to shoddy blankets to which I have not yet called your attention. The libel, or alleged libel, charges that the shoddy blankets rejected in New York were subsequently worked in in Philadelphia. That, gentlemen, belongs to you to say whether that charge, selling shoddy blankets worked in at Philadelphia, previously rejected at New York, in this day and in this hour, adopting a common parlance expression, and the applying of that is the rule of interpreting the language. But you, as laymen, are to judge whether you find that Weed did, in that, intend to charge upon Mr. Opdyke any dishonest practices in dealing with the government in these blankets, and used the word shoddy to convey it. You must know what the word shoddy means. It is a word which has been much used by the newspapers since the beginning of the war, and all men have a common knowledge of what it means. And then it is for you to say what is meant by that other expression, "blankets rejected in New York worked in subsequently in Philadelphia." Whether he meant to impute any process in the transaction, other than honorable means, to pass them on the government or not. And, gentlemen, it is for you to say, by your verdict, whether there is any evidence in the case to justify that charge. That is the question for you to determine, and not for me; and I leave it all to you; I, in short, leave the whole of this matter with you—the interpretation and justification, and the decision of the question whether the words do impute a libellous charge against Mr. Opdyke or not. The whole of this it is for you to determine, with the single exception of the one which charges him with being a member of the committee which audited the claim of Farlee, and that he was sitting on that claim, concealing the fact that he was himself largely interested in the claim, and by that means putting the claim through. That, I charge you, in law is a libel. Take it, and if you find no evidence in the case—I do not myself see any—but if you see an entire failure to prove to justify that branch of the case, take it, and say what damages should be awarded upon it, as you will also with regard to all or any of the alleged libels in this case. Now the rule is that the defendant must justify as broadly as he charges. The law allows him to justify any one. If he justifies one, on that he stands acquitted. If he fails in any one, he fails in that although he proves in regard to all the others. Now a single word in reference to the rule which should govern in these actions of libels—the rule with regard to damages. I have said that when a libel is false, as the law regards it, unless it be a privileged communication, and unless it is justified by its truth being proved, the law implies malice in the publication, and charges the defendant with malice, and that implies damages to result from it; and the law says in addition, to the court and jury, that in every case the plaintiff must be remunerated to the amount of his actual damages; that is, he shall be fully solaced for his wounded feelings and shall be fully solaced in a verdict of damages that will make him whole in the loss of his character. You may say that this involves a novel way for mending a man's character—of restoring to him a character from the hands of a libeller—by awarding him damages. But it is the only way provided by the law whereby redress can be had. Whether wise or unwise, it was so decreed to the wounded feelings, and for the injury to the character, as furnishing a perfect solace for both. It is the only thing that gives solace to the plaintiff against the libeller—the award of a jury in damages. And I ought to say to you, gentlemen, that the law allows a jury, in addition to this, in every case of libel—the law allows a jury to award the largest damages for the punishment of the defendant. What in the law is denominated punitive damages, going in the verdict beyond the mere restitution, or solacing of the plaintiff, and satisfying him by inflicting punitive damages by the way of punishment of the defendant, in order to make an example of him to the community and to deter evil doers—to stay the hand of libellers generally and to be an admonition to all who have an inclination to deal in public libels to stay their hands. Now, I ought to say in regard to both of these propositions in the case, that the law has no standard by which it measures damages. In every case it refers the question of damages to the twelve sworn jurors. It is for them to say what is right in the case. They are to put their own judgment and good sense into the case, and the verdict, in every conceivable instance, would be the result of the common sense and sound judgment of twelve men. Every case is, therefore, governed by its own peculiar circumstances, and every verdict must be more or less controlled by all the surrounding circumstances of the case. Now, I ought to say to you in this connection another thing. The plea of justification of a libel, or the justification of an oral slander, whenever it utterly fails, and is not sustained by the proof, must be considered by the jury an aggravation of the damages. This proceeds on the ground that it is aggravating the plaintiff's case to be obliged to meet in court the charge that the libel is true; the defendant in such cases coming with counsel to fasten and stick on the charge brought against the plaintiff; and it is but right that it should be so. There is no kind of doubt that, in every case of libel where the defendant comes and seeks to establish a libel, and has counsel employed to drive and fasten that libel on a plaintiff—if it is not made in good faith, and believing it to be true without justifiable cause—it injures the plaintiff more than the original publication unless it is vindicated. The present rule of law, I apprehend, then, is to be received in all these cases with its qualification; that when the whole case is developed, and if the jury can discover any mitigating circumstances for the publication of the libel, then, in that case, it may not be an aggravation; but instead of an aggravation, the law formerly with us was, that if the defendant justified he should stand upon that, and could not prove a mitigation of damages by showing that he published it for good motives, or by showing any thing to mitigate the damages, and yet allege the truth to justify his act. He had to stand on that alone. But we have had a wise reform I think in this respect, in the present code of procedure, wherein it is provided that although the defendant may fail to justify the libel, yet if he bring out in his defence circumstances which tend to mitigate the accusation, as it will show that the defendant when he wrote the libel had reason to believe that what he was writing was true, that he had investigated the matter with reference to which he wrote, and had obtained what he considered reliable evidence on which he predicated his article; in that case it would go far even in being a means of aggravating the damages; and this should be used by a jury in diminishing the damages. Our law now is, when anything of extenuating circumstances, calculated to lessen damages, is brought out in the defence, the jury are bound to consider that, and to give the defendant the benefit of it. This, gentlemen, is the whole case for you. I have gone over the case at length, believing that it was due as well to the plaintiff, who brought the case into court, that the fullest investigation should be had into all the charges which the most liberal principles of evidence allowed, as to the defendant who in law has an absolute right to have the fullest and most thorough investigation into all and every one of the charges preferred by him. I trust gentlemen, you will take the case, when you retire to your room, and discarding from your minds all prejudices, all bias, and with no other motives stimulating you than to do equal and exact justice between these men—to hold even the scales and arrive gentlemen, to a verdict which will do strict and absolute justice between these parties. You have a grave responsibility resting upon you. The parties have a deep interest at stake; it involves important questions and affects essential rights, and I trust again, gentlemen, that you will bestow such a candid, faithful and thorough consideration on the case as will lead you to a just verdict—one that will satisfy you, gentlemen; one that will enable you to say to all men, I have done my duty in deciding this case as gentlemen. I can testify that you have most faithfully done your duty in patiently listening to it.

Mr. Evarts called the attention of the Court to that part of the charge relative to the charge of the plaintiff sitting on the committee when the gun claim was up for consideration.

The Court—Gentlemen, you must be satisfied that Mr. Opdyke did sit on that committee while investigating the claim; whether a rightful member of it or not is not material. Beyond this I will not charge. Gentlemen, if you should agree to a verdict, when you have agreed seal it and go to your homes, and bring it in to-morrow at ten o'clock. If not able to agree before seven o'clock this evening, you will be furnished with a supper in your room. But it is due to this important and necessarily protracted trial that you should at least spend one night in a vigorous effort to agree on a verdict. And, gentlemen, I trust you will agree.

The jury then retired, and the court adjourned to ten o'clock this morning.

PERSONAL.

IF PHILIP THORNTON, ALIAS HENRY BROWN, OF Chatham, Brighton, who came to this country per steamship North America, via Portland, will call on or send his address to S. C., room 89, French's Hotel, New York, he will hear of something to his advantage.

IF MR. JOHN McCOMBE, LATE OF KEACH, COUNTY Armagh, will call at 198 Spring street, in the basement, his cousin Bill would be glad to see him.

IF WILLIAM G. HALL, OF PRESS SALOP, ENGLAND, who is in the Army of the Potomac, will write to A. M. Pentz 155 South street, New York, he will hear of something to his advantage.

MR. MICHAEL ROACH, LATELY FROM MEMPHIS, Tennessee, wishing to find his son can do so by writing to James Farrell, at Carlisle Barracks, Pa.

MRS. M. H.—YOUR TWO NOTES WERE NOT RECEIVED in time; you will find two letters to your address at station D., as per request. Call early for them as they are important to you. EDWARDS.

MARION D——, FORMERLY OF BROOKLYN—WHAT has become of you? Answer through "Personals" immediately when and where I can see you.
Your friend, LIZZIE D——, of Brooklyn.

SANWOOD H.—HAVE BEEN ILL. B. J. T. CAME IN town yesterday. I am waiting to hear from you.

SANDCROFT—EXPECT TO SEE YOU FRIDAY. Write immediately. C. B.

TO MARBLE CUTTERS.—INFORMATION WANTED of John Moran, marble cutter. If he will call on Cephas Brainerd, 48 Pine street, he may hear of something to his advantage. Any information concerning him will be liberally paid for.

WILL THE GENTLEMAN WHO CALLED AT NO. 240 Thompson street, with a letter for Belle Bennett, enclose it in an envelope and direct it to station D, or send his address.

THE FIREMEN.

AT A REGULAR MONTHLY MEETING OF EMPIRE Steam Engine Company, No. 42, at the engine house, No. 4 Centre street, on Monday, January 9, the following resolution was unanimously adopted:—

Resolved, That we, the members of Empire Steam Engine Company, No. 42, unanimously present the name of G. J. Orr, our efficient foreman, to our brother firemen of the Seventh and Eighth districts, as a candidate for assistant engineer at the ensuing election. WM. CORGAN, Chairman.
E. F. CONEY, Secretary.

LOAN OFFICES.

AT 77—MONEY LIBERALLY ADVANCED ON DIAMONDS, WATCHES, JEWELRY, &c.; also PAWN BROKERS' TICKETS BOUGHT for DIAMONDS, WATCHES, JEWELRY, &c., at 77 Bleecker street, up stairs.

AT H. HYMAN'S, 658 BROADWAY, CORNER OF Bond street, will be paid the highest price for Diamonds, Watches and Silver Ware, or will advance cash on the above articles.

ANY AMOUNT TO LOAN ON DIAMONDS, WATCHES, Jewelry, Plate, &c., or the same bought for cash, by the well known ISAACS, late of Chambers street. Office hours from 8 A. M. to 8 P. M. J. E. ISAACS, 400 West Twenty-second street, between Ninth and Tenth avenues.

A.—609.—MONEY LIBERALLY ADVANCED ON DIAmonds, Watches, Jewelry, &c. Also Pawnbrokers' Tickets bought of the above articles, for which I will pay 50 per cent more than can be obtained at any other place in the city. 609 Broadway, corner of Houston street, rooms Nos. 5 and 6, up stairs. F. R. PAGE.

ADVANCES MADE ON WATCHES, DIAMONDS, Jewelry, Dry Goods and Personal Property of every description. J. A. JACKSON, 111 Grand street, two doors west of Broadway.

AT 66 NASSAU STREET, ROOM 2—A. HONIGMAN continues to sell and buy Diamonds, Watches and Jewelry, and pays the utmost value for them. He also advances on consignments.

ADVANCES MADE ON DIAMONDS, WATCHES AND all kinds of personal property. Apply at 202 William street.

LOUIS ANRICH, 728 BROADWAY (NEW YORK HOtel), will give as usual thirty per cent over any man in the trade for Diamonds, old Gold and Silver, Furs, Camel Hair Shawls, or any Article of Virtu.

PAWNBROKERS' TICKETS BOUGHT—OF DIAMONDS, Watches, Silverware, Musical Instruments, Guns, Pistols, Dry Goods, Clothing, and every description of goods. 148 Canal street, near Bowery, under Citizens' Bank.

DRY GOODS.

MRS. GOLDEN'S FRENCH CLUTING ESTABLISHments are exclusively for dating dress materials, is Amity street and 127 and 129 Bleecker street, New York, and 251 Fulton street, Brooklyn.

CLOTHING.

AT 48 EAST TWELFTH STREET, NEAR BROADWAY, the original L. CASHBERG pays the usual Broadway prices for Ladies' and gentlemen's Cast Off Clothing. Remember the old office, No. 48 East Twelfth street. Ladies waited on by Mrs. Cashberg.

ATTENTION.—LADIES AND GENTLEMEN ARE requested to receive the highest price for Cast Off Clothing and Carpets by calling on LEON, 351 or 271 Third avenue. Ladies attended by Mrs. Leon.

ATTENTION.—M. MARKS, 221 SEVENTH AVENUE, near Twenty-fifth street—Ladies and gentlemen can receive the highest cash price for their Cast Off Clothing, Carpets, Furniture, Jewelry, &c. The best you can do is please call, or a note sent by post will be punctually attended to. Ladies attended by Miss MARKS, in and out of the city.

AT 194 SEVENTH AVENUE, THIRD HOUSE ABOVE Twenty-third street, or at the branch once, No. 2 East Twenty-third street, one door from Broadway, opposite Madison Park, ladies and gentlemen will be satisfied to see the prices paid for the original and honest dealer, S. SILVER, for cast off Clothing, Carpets, Jewelry, &c. From $40 to $60 for Suit Dresses, $5 to $8 for Coats, $2 to $9 for Pants. A call at or a note addressed to either of the above places will be attended to, in and out of the city. Ladies waited on by Mrs. Mintz.

AT 193 SEVENTH AVENUE, CORNER TWENTYthird street, HARRIS CASHBERG, the original agent from the West, received a large order for ladies' and gentlemen's Cast Off Clothing. I guarantee to pay 100 per cent higher than any other dealer. Please try by calling on or addressing H. CASHBERG, 193 Seventh avenue. Ladies attended by Mrs. Cathberg.

AT THE OLD STAND, 127 SIXTH AVENUE—BY THE original B. MINTZ.—Ladies and gentlemen, I will pay the highest price for Cast Off Wearing Apparel, Carpets, &c., by calling on or addressing B. MINTZ. Orders punctually attended to. Ladies attended by Mrs. Mintz. True, you will be dealt with to your satisfaction.

GENTLEMEN, I WILL BUY ANY QUANTITY OF NEW and Left Off Clothing, for the Western market. Call at the store or address THOS. D. CONROY, 501 Pearl street, between Centre and Chatham.

S. SHILDBERG, 42 CARMINE STREET.—YOU CAN receive 50 per cent for cast off Clothing, Carpets and Jewelry by calling or addressing.

THE HIGHEST PRICE PAID IN CASH FOR LADIES' and gentlemen's Cast Off Clothing, Furniture, Carpets, &c., by calling on or addressing H. ROSENTHAL, 353 Bowery. Ladies attended by Mrs. Rosenthal.

$50,000.—CAST OFF CLOTHING WANTED. Highest prices paid. Call on or address H. STRAUSS, 308 Seventh ave., between Thirty-third and Thirty-fourth streets. Ladies attended by Mrs. Strauss.

PROPOSALS.

OFFICE OF THE STREET COMMISSIONER, 237 Broadway.

TO CONTRACTORS.—Proposals inclosed in a sealed envelope, indorsed with the title of the work, and with the name of the bidder written thereon, will be received at this office until Wednesday, January 18, 1865, at 11 o'clock A. M.:—

For furnishing Gas to and lighting all the public lamps in the city of New York, lying south of a line commencing at the East river, at the foot of Grand street, and running through Grand street to Sullivan street, through Sullivan street to Canal street, and through Canal street to the Hudson river, for the term of one year.

For furnishing Gas to and lighting all the public lamps in the city of New York, lying north of a line commencing at the East river, at the foot of Grand street, and running through the middle of Grand street to Sullivan street, and through Sullivan street to Canal street, and through Canal street to the Hudson river, and south of a line commencing at the East river, at the foot of Thirty-fourth street, and running through the middle of Thirty-fourth street to the Hudson river, for the term of one year.

Also, for furnishing Gas to and lighting all the public lamps in the city of New York, lying north of the middle of Thirty-fourth street, and south of the middle of Seventy-ninth street, from the East river to the Hudson river, for the term of one year.

Also, for furnishing Gas to and lighting all the public lamps in the city of New York, lying north of the middle of Seventy-ninth street, from the East river to the Hudson river, for the term of one year.

Blank forms of proposals, together with the specifications and agreements, can be obtained at this office.

Dated Street Department, New York, January 7, 1865.
CHARLES G. CORNELL, Street Commissioner.

FINANCIAL.

AT A MEETING OF THE EXCELSIOR PETROLEUM Co., held at their office, No. 6 Broadway, the following officers and trustees were elected for the ensuing year.—
AUGUSTUS EMBURY, President.
ARTHUR T. BUELD, Sec. and Treasurer.
TRUSTEES.
J. C. Dayton, Wm. A. Fowler,
Augustus Embury, Jno. D. Wing,
Smith Fancher, A. W. Baker,
Fred'k Lacey, E. F. Patchen,
Arthur T. Hurd.
The office of the company will be at 74 Broadway on and after the 15th of January.

PROPOSALS FOR
$234,000
CENTRAL PARK
IMPROVEMENT FUND STOCK OF 1876.

Sealed proposals will be received at the Comptroller's office until Saturday, the 21st day of January, 1865, at 2 o'clock P. M., when the same will be publicly opened, for the whole or any part of the sum of Two Hundred and Thirty-four Thousand dollars of the Central Park Improvement Fund Stock, authorized by chapter 85 of the laws of 1860, and by an ordinance of the Common Council, approved by the Mayor April 25, 1860.

The said stock will bear interest at the rate of six per cent per annum, payable quarter yearly, and the principal will be redeemed Nov. 1, 1876.

The proposals will state the amount of stock desired, and the price per one hundred dollars thereof, and the persons whose proposals are accepted will thereupon be required to deposit with the Chamberlain of the city the sums awarded to them respectively.

On presenting to the Comptroller the receipts of the Chamberlain for such deposit, the parties will be entitled to receive certificates for equal amounts of the par value of the stock, bearing interest from the dates of payments.

Each proposition should be sealed and endorsed "Proposals for Central Park Improvement Fund Stock," and enclosed in a second envelope, addressed to the Comptroller.

The right is reserved to reject any or all of the bids, if the interests of the Corporation require it.

MATTHEW T. BRENNAN, Comptroller.
CITY OF NEW YORK, DEPARTMENT OF FINANCE,
COMPTROLLER'S OFFICE, Dec. 23, 1864.

BOOKS CLOSING!
NEW YORK AND PHILADELPHIA
PETROLEUM COMPANY.
PROPERTY IN THE VERY HEART OF THE OIL REGIONS OF VENANGO COUNTY, PA.
OFFICERS.
ALBERT H. NICOLAY, President.
ALEXANDER MCCARTEY, Vice President.
ANDREW V. STOUT, Treasurer.
EDMUND C. STEDMAN, Secretary.
SCOTT AND LEATHER BANG, Bankers.
WILLIAM H. ANTHON, } Counsel.
ADAM C. ELIOT, }
TRUSTEES.
FRANCIS A. PALMER, President Broadway Bank, New York.
NATHAN RANDALL, ex-President United States Telegraph Company, New York.
ALBERT H. NICOLAY, of Albert H. Nicolay & Co., Stock Auctioneers and Brokers, No. 32 William street, New York.
EUGENE J. JACKSON, of Pelhamus & Jackson, Bankers and Brokers, No. 45 Exchange place, New York.
EDMUND C. STEDMAN, Secretary New York Petroleum Stock Board and Broker, No. 50 Broad street, New York.
ANDREW MCCARTEY, Philadelphia.
FRANCIS A. GODWIN, Philadelphia.
ROBERT CLARKSON, of Clarkson & Co., Bankers, No. 121 South Third street, Philadelphia.
JAMES M. CLARK, OIL CITY, Pennsylvania.
OFFICES OF THE COMPANY,
No. 52 WILLIAM STREET, NEW YORK.
No. 144 SOUTH THIRD STREET, PHILADELPHIA.
CAPITAL STOCK 200,000 SHARES; NOMINAL PAR VALUE $5 EACH.
SUBSCRIPTION PRICE ONLY $2 PER SHARE.
STOCK NOT SUBJECT TO ANY FURTHER ASSESSMENT. 70,000 SHARES, FOR SALE, RESERVED FOR WORKING CAPITAL, TO DEVELOP THIS SPLENDID OIL PROPERTY.

The great advantage that this company possesses over many is, that all its magnificent oil territory has a water front, being situated on the famous Oil creek and the Allegany river. The coal lands of the company are also of the greatest importance, as many wells are now idle for the want of fuel. The company is now vigorously prosecuting its work, and the very extensive working capital of $100,000 is alone a sufficient guarantee that large and regular monthly dividends may be expected at an early day, which will cause the stock to rapidly rise in value.

IMPORTANT NOTICE.

The greater part of the stock of this company having been already taken in New York, Philadelphia and other places, the trustees give notice that the subscription books will positively close on
WEDNESDAY, January 18, 1865,
After which time no stock can be obtained at the subscription price.
SUBSCRIPTION AGENTS:
F. A. PALMER, at Broadway Bank, 237 Broadway, New York.
POLHAMUS & JACKSON, 43 Exchange place, New York.
ALBERT H. NICOLAY & CO., 52 William street, New York.
CLARKSON & CO., 121 South Third street, Philadelphia.
MELLEN, WARD & MOWER, Bankers, No. 20 Congress street, Boston.
STEUART & CO., Bankers, Washington, D. C.

BROOKLYN PETROLEUM COMPANY.
CAPITAL $300,000.
100,000 SHARES, AT $5 PER SHARE.
OFFICE OF THE COMPANY,
74 BROADWAY, NEW YORK.
OFFICERS.
ALEXANDER MCCUE, Esq., President.
WILLIAM H. WALLACE, Esq., Vice President.
WILLIAM A. FOWLER, Esq., Treasurer.
CHARLES LOWRY, Esq., Consultor.
TRUSTEES.
ALEXANDER MCCUE, Esq., 341 Fulton street, Brooklyn.
WM. H. WALLACE, Esq., 131 Washington street, N. Y.
ANDREW CARRIGAN, Esq., President of the Emigrant Savings Bank, Chambers street, N. Y.
WM. A. FOWLER, Esq., 74 Broadway, N. Y.
EDWARD R. JONES, Esq., corner Broome and Lewis streets, N. Y.
EDWARD F. PATCHEN, Esq. (Messrs. T. Ketcham & Co.), 68 Wall street, N. Y.
CHARLES BOWEY, Esq., Montague street, Brooklyn.
A. C. BURKE, M. D., 142 Union street, Brooklyn.
WM. M. LITTLE, Esq. (of Wyckoff & Little), Montague street, near Court, Brooklyn.

The property of this company consists of 182 acres of good boring territory, in fee simple, situate in the heart of the oil region, in Venango county, Pennsylvania, together with leases in wells which are now producing a net product of nearly forty barrels per day, sufficient to pay at once regularly monthly dividends on the capital stock.

It also owns the entire working interest in two wells which are being bored with every indication of being fine producing wells.

It also owns interest in nine wells now being sunk, which, when completed, will largely increase its revenue.

The Trustees are determined to make it rank among the best petroleum companies yet formed.

The subscription books, for a limited number of shares, are now open at the offices of Messrs. T. Ketcham & Co., 68 Wall street; Wm. H. Wallace, Esq., 131 Washington street; Wm. A. Fowler, Esq., 74 Broadway; E. R. Jones, Esq., City Mills, corner Broome and Lewis streets, in the city of New York; and Messrs. Wyckoff & Litue, Montague street, near Court; D. K. Ducker, Esq., 38 Fulton street; D. B. Fowell, 77 Myrtle avenue, in the city of Brooklyn, or of either of the Trustees.

DIVIDEND.—THE EMPIRE MILL AND MINING Company of San Francisco has declared a dividend of twenty dollars per share, in gold, payable on stock issued from the agency, for exchange. LEES & WALLER, transfer agents, office No. 52 Pine street.
New York, Jan. 6, 1865.

EMPIRE CITY PETROLEUM COMPANY, OF THE CITY OF NEW YORK.
OFFICE—NO. 74 BROADWAY.
TRUSTEES.
J. C. DAYTON, of J. C. Dayton & Co, No. 107 Front street.
HENRY K. SHELDON, of Sheldon, Hoyt & Co., No. 43 Cliff street.
BEN BARTON, of Wm. E. Bird & Co., 61 Front