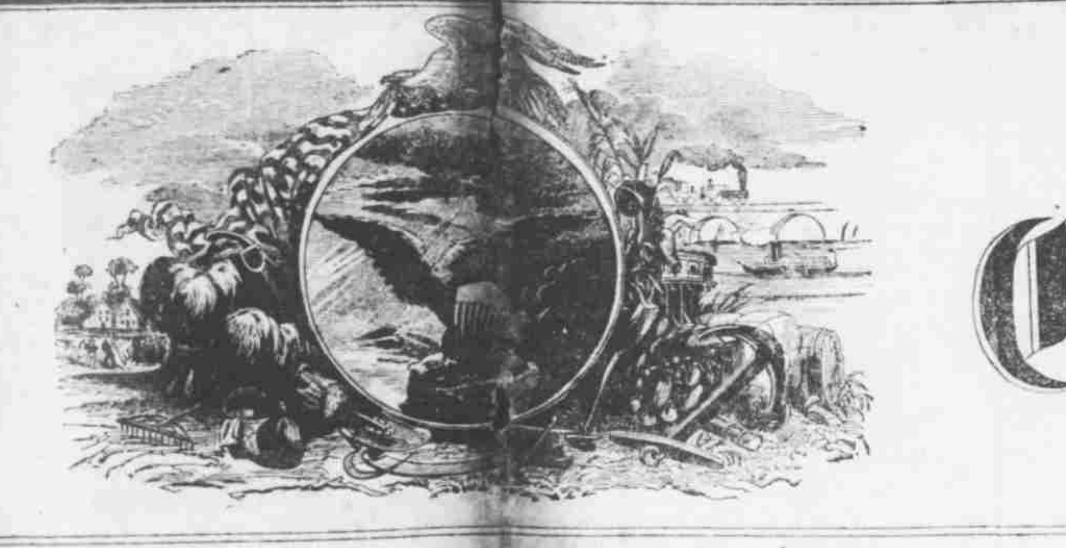
J M Davis

Eastern  Clarion.

BY S. R. ADAMS. PAULDING, MISSISSIPPI, FEBRUARY 19, 1859. VOLUME XXII. NO. XIX.

Mobile Directory.

SIDNEY T. DOUGLAS, Commissioner, Notary Public and Commissioner for all the States in the Union.

COMMISSIONS from the Courts of the several States will be properly executed. Fee $5 a witness in ordinary cases... Also, Agent for the Southern Mutual Fire and Marine Insurance Co.; ... MOBILE, ALA. Mobile, Jan. 1859. 12-1y

W. T. Marshall, (Late of the firm of Ross & Marshall,) WHOLESALE GROCER, Commerce and Front streets, MOBILE, ALABAMA. KEEPS constantly on hand a large and well assorted stock of GROCERIES, for sale at reasonable prices... Mobile, Jan. 1859. 12-1y

FRANCIS WINTER, Dealer in CABINET FURNITURE, Mirrors, Carpets, Hair Cloths, &c. SPRINGS, Spring Hair, Moss, Cotton, Shuck and Straw Mattresses, Oil Cloths, Window Shades, Hotel and Steamboat Furniture, constantly on hand. CORNER CONTI AND WATER STREETS, (Opposite Henry, Stoddart & Co.'s,) MOBILE, ALA. Mobile, Jan. 1859. 12-1y

Lyles, Baker & Co., COMMISSION MERCHANTS, MOBILE, ALA. Mobile, Jan. 1859. 12-1y

Ivy, Shearer & Co., GROCERS, 25 and 27 Front and Commerce Streets, MOBILE, ALA. HAVING located in Mobile and entered in the Grocery Business, offer a full and complete stock of Northern Goods and Western Produce, and every other article in their line of business, on as good terms as they can be bought in the city. Their stock of Liquors is complete and was selected by one of the most competent judges of Liquors in the State. Their country friends are solicited to call and examine their stock. Mobile, April 10, 1858. 26-1y

Samuel S. Webb ... Wm. T. Moore. **Webb & Moore,** WHOLESALE GROCERS AND DEALERS IN WESTERN PRODUCE, 63 & 65 Battle Block, Commerce St., above St. Louis, MOBILE, ALABAMA. Mobile, Aug. 14, 1858. 44-tf

John Reid & Co., Dealers in Foreign and Domestic DRY GOODS, Corner of Water and St. Francis Streets, MOBILE ALABAMA. Mobile, Jan 1859. 12-1y

James Boykin ... C. J. McRae. **Boykin & McRae,** FACTORS & COMMISSION MERCHANTS, MOBILE, ALA. Mobile, Jan. 1859. 12-1y

C. B. Dickinson, WHOLESALE AND RETAIL DEALER IN Hats, Caps, Clothing, Trunks, &c. At Alling & Coe's Old Stand. No. 5 ST. FRANCIS STREET, MOBILE, ALA. Mobile, Jan. 1859. 12-1y

S. T. Stallworth, Wholesale and Retail Grocer, AND DEALER IN WESTERN PRODUCE, No. 5 ST. LOUIS STREET, (Under the Office of Boykin & McRae,) MOBILE, ALA. Mobile, Jan. 1859. 12-1y

S. B. Howe ... E. H. Batcheller. **Howe & Batcheller,** MANUFACTURERS AND WHOLESALE DEALERS IN BOOTS AND SHOES, No. 9 ST. FRANCIS STREET, MOBILE, ALA. Mobile, Jan. 1859. 12-1y

B. Newhouse & Co., FURNITURE, CARPETS, DOORS AND SASHES, AND PIANO FORTE WAREHOUSE, No. 68 WATER STREET, MOBILE, ALABAMA. Mobile, Jan. 1859. 12-1y

D. L. Campbell ... Geo. K. Bennett. **Campbell & Bennett,** General Commission Merchants, FOR THE SALE OF LIVE STOCK AND COUNTRY PRODUCE. MOBILE, ALA. WE will charge 2½ per cent. on Grain and Bacon and 5 per cent. on other Produce, and respectfully solicit a portion of patronage from the public, pledging ourselves to do the best we can for our customers. Mobile, Aug. 1859. 12-1y

D. B. Walkington ... John McKinley. **WALKINGTON & CO.,** IMPORTERS OF British and Irish Goods. KEEP constantly on hand a full assortment of Foreign and Domestic DRY GOODS, which they offer at the lowest scale of profit for Cash. MOBILE, Corner of Dauphin and Joachim. Mobile, Jan. 1859. 12-1y

JULIUS HESSEE & CO. COMMISSION, RECEIVING, AND Forwarding Merchants, 88 COMMERCE STREET, 88 MOBILE, ALABAMA. Mobile, Jan. 1859. 12-1y

Joshua Kennedy ... A. L. Neville. **KENNEDY & NEVILLE,** WHOLESALE GROCERS, (Successors to Asbury and Kennedy,) No. 24 COMMERCE STREET, MOBILE, ALABAMA. Mr. A. Warren, of Jasper, may be found at the above House. Mobile, Aug. 21, 1858. 45-1y

PHOTOGRAPHS. LIFE SIZE, ON CANVAS. I WOULD most respectfully state to the citizens of Mobile that I am now fully prepared and am taking LIFE SIZE PHOTOGRAPHS, beautifully colored in oil, the patent of which I am the sole Proprietor for the city of Mobile. I have enlarged my establishment by adding a new Suit of ROOMS, next East of my Daguerrean Gallery, neatly fitted up with an Improved skylight, expressly for Photographic purposes. During the last summer I have made myself fully acquainted with all improvements pertaining to the art, and carefully selected with great care, CAMERAS, PANTESCOPES, etc., together with a good assortment of Frames of the neatest style. I would also state that I have been successful in procuring the services of the best Artists in the country, which enables me to guarantee my Pictures permanent and as beautiful in Finish as the Art is susceptible of, colored in Water, Oil or Pastel. Persons having old Daguerreotypes or Ambrotypes of departed friends, can have them copied, Life Size... I have fixed my terms, corresponding with New York prices... Please call and examine specimens. ROOMS Nos. 40 and 48 Dauphin Street. MOBILE. C. BARNES. Mobile, Jan. 1859. 12-1y

James Conning, DEALER IN Clocks, Watches and Jewelry, No. 8 Dauphin Street, corner of Water, MOBILE, ALA. FOR sale, Fine Watches and Jewelry of the latest style, Silver Spoons, Forks, Cups, Fine Guns and Revolving Pistols, Military Goods, etc. etc. Keeps also on hand Concave Convex Brazilian SPECTACLES, in Gold and Steel Frames, new style. All those wishing to get a "genuine article," in the Spectacle line, I wish them to come and "SEE." Always a large supply of Scotch Concave Cover Stone Pebble, in Gold and Steel Frames. The above I had made for myself, expressly to my order, and I can recommend them. Mobile, Jan 1859. 12-1y

S. I. & I. L. Jones, Commission Merchants, And Agents for the Sale of Virginia Manufactured Tobacco. MOBILE, ALA. HAVE on hand 2500 boxes Virginia Manufactured Tobacco, received direct from the manufacturers... Mobile, Jan. 1859. 12-1y

R. B. Lewis ... Dr. P. King, Mobile, Ala. Lauderdale Co., Miss. **LEWIS & KING,** Commission Merchants, MOBILE, ALA. IN consequence of the repeated losses by fire during the last season, we shall insure all Cotton consigned to our house against fire, unless otherwise instructed. We are prepared to extend the usual accommodations to Planters consigning to us, and will give every attention to their interest. The full name of the Planter should be placed on the Cotton Bale. LEWIS & KING. September 10, 1857. 46-1y

FURNITURE. MOBILE WARE ROOMS, No. 30 Water St. BOWEN & GILMAN, OFFER to their friends in East Mississippi, as fresh and well selected a stock of Furniture as has ever been offered for their inspection in Mobile, consisting of Carpets, Piano Chairs, Sofas, Wardrobes, Tables, Chairs, Mattresses, Window Shades, Rugs, Door Mats, Oil Cloths, Bureaus, Dressing Cases, &c., all of which is offered at the lowest prices and on the most accommodating terms. Those intending to purchase Furniture, are invited to call and examine the same. Mobile, Jan. 1859. 12-1y

CARRIAGE REPOSITORY. D. WELCH & CO., 15 and 17 Commerce Street, MOBILE, ALA. Mobile, Jan. 1859. 16-1y

A. E. Ledyard ... W. J. Ledyard ... Chas. H. Schroeder. **LEDYARDS & SCHROEDER,** COMMISSION MERCHANTS, MOBILE, ALA. Mobile, Jan. 18, 1859. 4-1y

Mobile Directory.

E. H. BUCK, Wholesale and Retail Druggist, Corner of Dauphin and St. Joseph Sts., MOBILE. WOULD call the attention of Physicians, Planters, and the Public generally, to his full and complete assortment of DRUGS, CHEMICALS, MEDICINES AND PERFUMERY, PAINTS, OILS, BRUSHES, DYE STUFFS, COLGATE'S SOAP and STARCH. Also, SPICES, such as CLOVES, PEPPER, CINNAMON, NUTMEGS, MACE, &c. SODA, BI CARB., CREAM TARTAR, SALERATUS, SAL SODA and POTASH. Special attention is asked to the full and well selected stock of GARDEN and FLOWER SEEDS. The attention of Planters especially is called to the house as being the place where they can have all their wants in the drug line supplied at LOW PRICES, and of the VERY BEST QUALITY... Mobile, Jan. 1859. 15-1y

J. T. BRADFORD & CO., (Successors to J. F. Woodhull & Co.) WHOLESALE GROCERS, No. 30 Commerce Street, MOBILE, ALA. J. H. Woodhull, C. M. Weaver, and W. A. Darlond, may be found in this House. Mobile, Jan. 1859. 17-1y

M. S. STETSON & CO., WHOLESALE DEALERS IN BOOTS, SHOES & HATS, No. 31 St. Francis Street, MOBILE. Mobile, Jan. 1859. 15-1y

NEW DRY GOODS. DANIELS, ELGIN & CO., Corner of Dauphin and Water Streets, MOBILE, ALA. ARE now receiving their stock of FALL and WINTER GOODS, which is new, large and varied for the season, consisting of all the newest and most fashionable styles of staple and fancy articles in their line—every variety, and quality of Silks and Satins, Mislin de Laines, Cashmeres, Alpacas and Parmettas; a full supply of fashionable Mourning Goods, Ginghams and Calicos of all sorts; Laces, Trimmings, Fringes, Needles, Thread, and the numberless articles for ladies' use, appropriate to a large wholesale and retail establishment. They are desirous of extending their trade with Planters this season; and have consequently given great care to the selection of such goods as are used by planters and families. They have now on hand and will continue to receive during the season, a very full supply of Blankets of all descriptions, Kerseys, Linseys, Kentucky Jeans... Mobile, Jan. 1859. 12-1y

C. A. GILBERT, 65 COMMERCE & 54 FRONT STREETS, MOBILE, ALABAMA, DEALER IN Hay, Corn, Oats, Bran, Potatos, Onions, Guano, Plaster, Hides, Seed Oats, Rye, Wheat, &c. ALSO—sole Agent in Mobile, of the celebrated Rock Island Paper Mills, of Columbus, Georgia. Mobile, Jan. 1859. 12-1y

NOTICE. THE firm of Goldsmith, Forchimer & Co., was this day dissolved by mutual consent. Our business will hereafter be conducted in the name of Forchimer & Morrison... Your patronage is respectfully solicited. FORCHIMER & MORRISON. Isaac Forchimer, Joseph Morrison. Mobile, Jan. 1859.

George Coster, 67 DAUPHIN ST., MOBILE, ALA. Wholesale and Retail Dealer in ENGLISH AND FRENCH DRUGS, CHEMICALS, PERFUMERY, LAMP OILS, TOOTH, NAIL, HAIR AND CLOTHES BRUSHES, PLANTATION AND FAMILY MEDICINES, Farina Cologne Waters, &c. Brandies and Wines selected with care for Medical Purposes... COSTER'S CONCENTRATED COMPOUND SYRUP OF SARSAPARILLA, For the Cure of Diseases of the Blood, or an impure state of the System. Coster's Anti-Dyspeptic Cordial... Coster's Cherry Pectoral Syrup, For Coughs, Colds, and Pulmonary Affections. COSTER'S FLUID EXTRACT JAMAICA GINGER, For the Relief of Flatulency, Cholic and Pains in the Stomach generally. Coster's Condition Powders, For Horses, Cows and Hogs. VIRGINIA EMBROCATION... COSTER'S YEAST POWDERS, For Bread, Biscuit, etc. ... ALL THE POPULAR Patent Medicines of the Day... Mobile, Jan. 1859. 12-1y

Randall & Williams, BOOKSELLERS, STATIONERS AND BLANK BOOK MANUFACTURERS, At the Old Established Store, No. 5 Water, and 4 Dauphin Street, MOBILE ALABAMA. Keep constantly on hand, School, Classical, Law and Medical Books, ADAPTED TO THE SOUTHERN TRADE. All the NEW and POPULAR PUBLICATIONS, received as soon as published. STANDARD LITERATURE.—Our stock of Standard Literature, suitable for public or private Libraries, is very extensive and of the latest editions.—Any work not on hand will be procured at the shortest notice. BLANK BOOKS, of every description, constantly on hand, or made to order... Fine Cutlery, Pocket Books, Writing Inks of all kinds. Papers of all kinds. GLOBES, MAPS, DESKS, &c. ... Mobile, Jan. 1859. 12-1y

T. H. Lewis ... Geo. Porteous ... J. A. Roberts. **LEWIS & PORTEOUS,** Dealers in Silks, Staple & Fancy Dry Goods, No. 30 DAUPHIN STREET, MOBILE ALA. Mobile, Jan. 1859. 12-1y

H. L. REYNOLDS & CO., WHOLESALE AND RETAIL DEALERS IN Bar, Bundle, and Sheet Iron, Hardware, Cutlery, Guns, Superior Cooking Stoves, Plantation, Agricultural Implements, and Mechanics' Tools of every description. INVITE particular attention to their assortment of WEEDING HOES and TOOLS... Ludlow's Patent Self-Sealing Cans, for preserving Fruits. We are determined to sell our Goods at very low prices to prompt payers and cash buyers. Planters and Merchants will do well to inspect our stock and prices before purchasing elsewhere. Mobile, Aug. 1, 1858. 43-1y

Brandies, Wines, Cigars. THE subscribers offer for sale from the Custom House, the following CHOICE LIQUORS, of their own importation:— BRANDIES—Jas. Hennessy; Otard, Dupuy & Co; Jules Robin... WOLFF & CO., Wholesale and Retail Dealers in Wines and Liquors, 29 COMMERCE AND 30 FRONT STS. Mobile, Jan. 1859. 12-1y

W. H. Redwood ... B. F. Boardman. **W. H. REDWOOD & CO.,** GROCERS, CORNER ST. LOUIS AND COMMERCE STREETS, MOBILE, ALA. Mobile, Jan. 1859. 12-1y

McMORRIES & CO., WHOLESALE GROCERS, No. 35 Commerce Street, MOBILE, ALA. OFFER at low prices: 40 hhds. Sugar; 200 bags Coffee; 100 bbls. Molasses; 300 bbls. Flour, all grades; 200 boxes Tobacco; 60 M Cigars; Leaf and Crushed Sugar; and a well selected stock of Liquors, together with a general stock of GROCERIES. Call and examine. Mobile, May 15, 1858. 31-tf

B. M. EMANUEL & CO., MANUFACTURERS and Wholesale Dealers in CANDIES, CAKES, BREAD, And all kinds of Crackers, Biscuits, &c. 163 Dauphin st., MOBILE, ALABAMA. Mobile, July 17, 1858. 40-1y

Mobile Directory.

WM. W. COCHRAN, (SUCCESSOR TO M. ROBINSON,) WHOLESALE AND RETAIL DEALER IN Family and Plantation Groceries, Provisions, &c., &c. Corner Dauphin and St. Emanuel Streets, MOBILE, ALA. Mobile, Dec. 1858. 9-tf

R. D. OGLETREE, WHOLESALE AND RETAIL GROCER, AND DEALER IN Northern and Western Produce, No. 9 St. Louis Street, MOBILE. Nov. 27, 1858. 7-1y

FRENCH IMPORTATION. 36 Dauphin Street. 36 MRS. BLAIR HAS received a large and most select stock of BONNETS, CAPS, HEAD DRESSES, &c., &c.—She has also added to her Millinery Department a splendid assortment of Embroideries, Laces, Mantillas, etc., etc. Persons wishing to purchase any of the above may rely on procuring them of the latest fashions as well as the lowest prices as they are all imported direct to my own order. Bridal or Mourning orders carefully attended to, and Dress-Making done at the shortest notice. Mobile, Jan. 1859. 12-1y

GEORGE A. ARNOLD, WHOLESALE AND RETAIL DEALER IN HATS, CAPS AND BONNETS, 7 St. Francis Street, MOBILE, ALA. Mobile, Jan. 1859. 12-1y

Jas. M. Muldon, 19 St. FRANCIS STREET 19 MOBILE, ALABAMA. Manufacturer and Wholesale and Retail Dealer in Hats, Caps, Straw Goods, Bonnets, Artificial Flowers, Umbrellas, etc. IS now prepared to display the most elegant and extensive assortment of Goods in the above line, ever before offered in Mobile, to which the attention of Merchants, Planters and Buyers generally is earnestly and respectfully invited... Mobile, Jan. 1859. 12-1y

T. Chamberlain ... John C. Chamberlain. **Chamberlain & Co.,** Wholesale and Retail Dealers in Northern and Western Produce, WOOD WARE, &c. Ship, Family and Boat Stores. Put up at low rates. STORES Nos. 58 AND 60 COMMERCE STREET. Mobile, Jan. 1859. 12-1y

P. LOUGHRY, IMPORTER OF CHINA, GLASS, AND QUEENSWARE, is prepared to put up Planters' and Merchants' bills at unusual low rates... Mobile, Jan. 1859. 12-1y

Jno. G. Ulrick ... A. J. Roberts ... A. Carleton. **ULRICK, CARLETON & CO.,** FACTORS AND COMMISSION MERCHANTS, MOBILE, ALA. Mobile, Jan. 5, 1858. 24-1y

A. M. SALOMAN, IMPORTER OF FINE HAVANA CIGARS, AND Manufacturer's Agent of the Choicest Brands of VIRGINIA CHEWING TOBACCO, No. 12 South Royal Street, MOBILE. Mobile, Jan. 1859. 16-1y

O. Mazange & Co., CORNER COMMERCE & EXCHANGE STREETS, (In New Building,) MOBILE, ALABAMA. Importers and Dealers in Foreign and Domestic Hardware, Cutlery, BAR IRON, MILL ROCKS, TIN PLATE, NAILS, GUNS, ETC., ETC. ARE now receiving direct from Foreign and Domestic Manufacturers the largest and most varied assortment of Goods in their line ever offered for sale in this city... TINWARE GOODS. CUTLERY. House Furnishing Goods. STOVES. ... Mobile, Jan. 1859. 12-1y

GREAT REDUCTION IN DRY GOODS, At Averell's, 108 DAUPHIN STREET. FIVE DOORS ABOVE PUBLIC SQUARE. IN consequence of the scarcity of MONEY, and the present slow trade, the subscriber has determined to make STILL GREATER SACRIFICES, and now offers the whole of his large and entirely new stock of Dry Goods, at such low rates as were never before heard of in Mobile. The sale will last for two or three weeks only, and during that time all accounts must necessarily be suspended, as the Goods will be sold STRICTLY FOR CASH. The following are a few of the bargains offered:

Cloaks. RICH VELVET CLOAKS. From $18 to $28—former price $28 to $40. CLOTH CLOAKS handsome, in Black and Gray, $2 to $10—former price $4 to $16. CHILDREN'S CLOAKS, beautiful styles. At half their former prices.

Shawls. The stock of Shawls is very large and comprises some new and beautiful styles that are not to be found in any other house in the city.

De Laines. 1 CASE DE LAINES—At Ten Cents per yard. HANDSOME STYLES—From 15 to 25 cents per yard. ALL WOOL DE LAINES—Extra fine, plain colors, at same rates. RICH WOOL PLAIDS—From 25 to 50 cents per yard. FRENCH MERINOS—At 75 cents per yard.

Misses' Valencia Robes, ALPACCAS, PARAMATTAS, &c., &c.

Silks. New and Handsome Styles of SILKS—At 75 cents per yard. Extra Handsome Styles in SILKS—At $1 per yard. Very Rich BAYADERE STRYPES—From $15 to $20 per Dress. BLACK SILKS—From 75 cents to $1 50 per yard.

Embroideries. 800 yards JACONET FLOUNCING. At 5 cents per yard. 200 yards JACONET FLOUNCING. At 10 cents per yard. 500 yards JACONET FLOUNCING. At 12½ cents per yard. 200 yards Fine JACONET FLOUNCING, (slightly soiled) At half the usual price. 200 yards Ex. Rich JACONET FLOUNCING. At $2 per yard, worth $4 at least. EMBROIDERED HDK'FS, all Linen, At 20 cents each. Rich Embroidered do. hemstitch border, From 60 cents to $1 50.

Embroidered Skirts. Embroidered Muslin Undersleeves, Jaconet and Swiss Edging, &c., &c. NEW STYLES IN CHAIR TIDIES!!

Gentlemen's Furnishing Goods. SHIRTS in white and colored material. Black and colored Cravats, new styles. Cotton and Merino HALF HOSE. Hemstitch HANDKERCHIEFS. Colored Border HDK'FS, COLLARS, &c., &c.

HOSIERY, LACES, &c., A complete assortment. FRENCH CORSETS. 8 cases of the new styles, (short waists,) $1 25 per pair. 5 cases of the Open Front, Embroidered Railroad and other styles. Our Shapes in Corsets cannot be procured in any other house in the city, and are well known to be UNEQUALED in the FITTING, even by those at twice the money.

LACE AND MUSLIN CURTAINS. Rich Emb'd LACE CURTAINS, at $4 per pair. Extra Rich do $6 to 10 per pair. Extra Rich MUSLIN do $5 per pair. The above Goods were bought at a recent sale in New York at half their value. Gilt Cornices, at $2 per pair. Extra do at $3 to $4. GILT CURTAIN BANDS, ETC.—A FEW PIECES SILK BROCATELLES, At less than New York Cost.

Window Shades. Our SHADES have been reduced about 50 per cent. as the stock is unusually large. Handsome styles at $1 25 per pair. Extra Rich, and very large size, from $2 to $3. CARPETINGS.—As there are but a few pieces remaining... DOMESTICS, KERSEYS, CALICOES, FLANNELS, &c., the stock is complete, and the price will be made satisfactory to customers. WM. H. AVERELL, 108 Dauphin St. Mobile, Jan. 1, 1859.

THE LADIES' COMPANION, Sewing Machine. S. F. PRATT'S PATENT. THE Proprietor of this new SEWING MACHINE introduces it to the public attention with confidence that it will meet the want which has so long been felt, of a simple, Cheap, and Durable FAMILY SEWING MACHINE. It will operate equally well on woolen, linen, or cotton cloth. Wm. H. Averell, 108 DAUPHIN ST., MOBILE, Is Agent for the above Machine. Price only $35. Mobile, Jan. 1, 1859. 12-1y

Mobile Directory.

W. H. Kelly's FURNITURE WARE ROOMS, NO. 25 AND 27 ST. FRANCIS STREET, (Below the Battle House) MOBILE, ALABAMA. HAS opened his Furniture Ware Rooms, Nos. 25 and 27 St. Francis street, next below the Battle House, and will keep constantly on hand Moss, Hair, Spring Mattresses, Mahogany Chairs, Sofas, Wardrobes, Bureaus, Chairs, Settees of all kinds, Centre, Extension and Card Tables, Carpets, Oil Cloths, Rugs... Orders taken for Furniture of all descriptions... Mobile, Jan. 1859. 12-1y

22 WATER STREET, MOBILE. 22 ARE NOW receiving from the manufacturers of England and the North, a large and complete stock of HARDWARE, Guns, Nails, Castings, Cordage. Also, Genuine Swedes, Broad and Bar IRON; Band, Hoop, Steel and Boiler Iron... Agricultural Implements. Also—Agents for PAGE'S PATENT PORTABLE SAW MILLS... Mobile, Jan. 1859. 12-1y

W. H. Wick ... Wm. Boughton ... D. P. Berry. **W. H. WICKES & CO.,** (Successors to Dunn & Boughton,) WHOLESALE AND RETAIL DEALERS IN READY MADE CLOTHING, DRAWERS and Gents' Furnishing Goods. Also—Trunks, Carpet-Bags, Valises, Umbrellas, Oil and India Rubber Clothing. No. 41 Water Street, MOBILE, ALABAMA. Mobile, Jan. 1859. 12-1y

J. A. L'HOMMEDIEU, Importer, Manufacturer and Dealer in Fine Gold Watches, Rich and Fashionable Jewelry, Silver Ware, made from Coin, Plated Castors, Waiters, Candlesticks, Guns, Rifles, Sharp's Rifles, Pistols, Colt's Pistols, Table and Pocket Cutlery, and a general assortment of RICH STAPLE AND FANCY GOODS... No. 46 Dauphin Street, MOBILE, ALA. ... FINE BRAZILIAN PEBBLE SPECTACLES. ... SHARP'S RIFLES. ... J. A. L'HOMMEDIEU. Mobile, Jan. 1859.

Geo. Parker ... T. H. Lake. **PARKER, LAKE & CO.,** (Successors to Parker, Myers & Co.) GROCERS, NOS. 8 AND 10 COMMERCE STREET, MOBILE, ALA. Mobile, Aug. 1858. 44-1y

GARLAND GOODE, COMMISSION MERCHANT, Office formerly occupied by Goode & Ulrick, MOBILE. Mobile, Jan. 1859. 17-1y

CAMPBELL & CO., RECEIVING, FORWARDING AND GENERAL COMMISSION MERCHANTS, 67 to 72 Front, and 70 to 73 Commerce Sts., MOBILE, ALA. Mobile, Jan. 1859. 17-1y

BATTLE HOUSE DRUG STORE, —BY— J. M. GIBSON, WHOLESALE AND RETAIL DEALER IN Drugs, Medicines, Chemicals, COMBS, HAIR AND TOOTH BRUSHES, Fancy Articles, Perfumery, Soaps, &c., MOBILE, ALABAMA. "LANDRETH'S WARRANTED GARDEN SEEDS." Mobile, Jan. 22, 1859. 15-1y

A. J. & F. A. Leslie, NO. 32 DAUPHIN STREET, BETWEEN ROYAL AND WATER STREETS, MOBILE, ALABAMA. Importers of Watches, Jewelry, Silver Ware, Fine Plated Ware and Fancy Goods... Mobile, Jan. 1, 1859. 12-1y

R. C. Cunningham ... H. S. Smith, Jr. **CUNNINGHAM & SMITH** WHOLESALE GROCERS & COMMISSION MERCHANTS, AND MANUFACTURERS AGENTS, FOR the sale of INDIA AND KENTUCKY BAGGING, ROPE, and TWINE. Nos. 9 & 11 Commerce, Cor. Exchange St. MOBILE, ALA. Mobile, Jan. 1, 1859. 12-1y

Garner, Williams & Co., Importers and Dealers in FOREIGN AND DOMESTIC DRY GOODS, No. 27 ST. FRANCIS STREET. MOBILE, ALA. Mobile, Jan. 1858. 12-1y

R. F. Rowland ... W. Barnaby. **R. F. Rowland & Co.,** GROCERS, 44 Commerce and 43 Front Streets. MOBILE, ALA. Mobile, Jan. 1, 1859. 12-1y

G. B. Dantzler ... J. B. Perkins ... N. L. Dantzler. **DANTZLER, PERKINS & CO.,** Factors and Commission Merchants, Corner St. Louis and Water Sts, MOBILE, ALA. Mobile, Aug. 7, 1858. 12-1y

SOUTHERN HOUSE, By J. A. STAATS, St. Emanuel Street, between Dauphin and Conti, MOBILE, ALA. NOW OPEN. For accommodations, equal to any second class Hotel in the city. RATES OF BOARD: By the day ... $1 25. By the week ... 5 00. J. A. STAATS. Mobile, July 10, 1858. 45-1y

T. S. BIDGOOD & CO., Wholesale and Retail Dealers in BOOKS AND STATIONERY, BLANK BOOK MANUFACTURERS AND PRINTERS, Corner of Water and St. Francis Streets, MOBILE, ALA. BLANK BOOKS, OFFICE STATIONERY, PAPER, LADIES' STATIONERY, LAW AND MEDICAL BOOKS, MISCELLANEOUS and STANDARD BOOKS. SCHOOL BOOKS. BOOK BINDING. In this department we are fully prepared to execute all orders with neatness, durability, and despatch, and to rule and bind Books to any required pattern. Mobile, Jan. 1859. 14-1y

G. WESTFELDT & BRO., IMPORTERS OF RIO COFFEE AND HAVANA CIGARS, ALSO, AGENTS FOR THE SALE OF DUPONT'S GUNPOWDER, No. 58, St. Francis Street, MOBILE, ALA. Mobile, Jan. 1859. 11-1y

J. B. CALEF, SHELBY LIME DEPOT, AND AGENT FOR THE Newark and Rosendale Cement Company. HAS ON HAND, and for sale at all times, and at low prices, SHELBY, PHILADELPHIA, and THOMASTON LIME, CALCINED PLASTER, LAND PLASTER, PLASTERING HAIR, GUANO, POTATOES, SEED OATS, the different variety of COTTON SEEDS, &c., &c. Corner Commerce and St. Francis Sts., MOBILE, ALABAMA. Mobile, Jan. 1859. 15-1y

FASHIONABLE MILLINERY, At Mrs. O'Connell's Establishment, 149 Dauphin Street. HAVING just received a full and select assortment of MILLINERY GOODS, the undersigned is prepared to furnish her customers and those wishing to purchase, with the latest and most fashionable styles and patterns of MILLINERY, comprising Bonnets, Ribbons, French Flowers, Ostrich Feathers, Head Dresses of various styles, Fancy Dress Caps, Embroideries, Gloves, Mits and Hose, Mohair Caps, Braids and Rolls, French and American Corsets, Bodices and Infants' Robes, Cashmere Hoods and Caps, Blondes, Laces, Ruches, &c. Also, a great variety of FANCY ARTICLES, suitable for a Lady's Toilet. CHEAP FOR CASH. MRS. O'CONNELL. Mobile, Jan. 1, 1859. 12-1y

Mobile Directory.

Jos. Borden ... Wm. A. Buck. **Borden & Buck,** COMMISSION MERCHANTS, MOBILE, ALA. Mobile, March 29, 1858. 12-1y

Edward Masterson, IMPORTER AND DEALER IN Crockery, China and Glassware, OF every variety and description, selected with great care from the best American and European manufactories. Also—Lamps, Girandoles, Candlesticks, Britannia Ware, Cutlery, Plated and German Silver Ware of every style. The above Goods are offered at the most reasonable terms. Purchasers will find it to their interest to call and examine my stock and prices before purchasing elsewhere... Mobile, Jan. 1859. 13-1y

Skates & Co., MOBILE FOUNDERY, CORNER OF WATER AND STATE STS. (Near the Upper Cotton Presses.) STEAM ENGINES of all kinds and sizes manufactured. STEAM BOILERS, of Single or Double Flue, or Cylinder, made of the very best materials. Iron and Brass Castings, Mill Gear and Gin Gear, Wood Pecker Saws, and improved VERTICAL MILLS, with all the latest improvements... BLACKSMITH'S WORK, of all descriptions and on the most reasonable terms. SKATES & CO. Mobile, Jan. 1859. 12-1y

B. F. MARSHALL, FACTOR AND COMMISSION MERCHANT, MOBILE, ALA. Mobile, Jan. 1859. 12-1y

D. M. McRAE & CO., GENERAL COMMISSION MERCHANTS, 121 North Royal Street, MOBILE, ALA. FOR the sale of Live Stock, Grain, and Country Produce generally—also for purchasing Goods for Merchants and Planters... REFERENCES—Boykin & McRae, Dantzler, Perkins & Co., W. S. Norris. Mobile, Jan. 1, 1859. 12-1y

J. G. GARDNER & CO., Wholesale and Retail Grocers, And Dealers in WESTERN PRODUCE, 58 Commerce and 57 Front Sts., Corner of St. Louis Street, MOBILE. Mobile, Jan. 1859. 14-1y

GEORGE WALKER, General Commission Merchant, FOR the sale of LIVE STOCK AND COUNTRY PRODUCE—Royal Street, near the Railroad Depot. He respectfully solicits a share of public patronage, pledging his best efforts to serve customers. REFERENCES: ... Mobile, Jan. 1, 1859. 12-1y

A KINGDOM FOR A NEWSPAPER THAT CONTAINS AN ADVERTISEMENT OF CHAPMAN & SEELEY'S STOCK OF DRY GOODS, That is ready to be proclaimed far and near that 118 Dauphin Street is the place where a LARGE AND CHOICE STOCK of everything in a Dry Goods Store can be found. THEY would first call the attention of CASH PURCHASERS to a small lot of FINE PRINTED DELAINE ROBES... FANCY SILKS... NEGRO GOODS... Mobile, Jan. 1859. 16-1y

E. LOUGHRY, BOOT MAKER, No. 34 Dauphin Street, MOBILE. E. L. keeps constantly on hand a complete assortment of Ladies', Misses', Boys' and Children's Boots, Shoes, Gaiters, Slippers, &c., in every variety... Mobile, Jan. 1859. 17-1y

DAVISON, CAVANAUGH & CO., COMMISSION MERCHANTS, WHOLESALE GROCERS, AND DEALERS IN NORTHERN AND WESTERN PRODUCE, 15, 17 and 19 South Water Street, MOBILE, ALA. OUR long and intimate knowledge of the trade, together with a sufficient capital enabling us to purchase on the best terms, we will sell at the lowest price for cash or city acceptance. Doors, Sashes, Blinds, &c. We are agents for the above, manufactured at Pensacola, the merits of which are too well known to require our commendation. Our stock is at all times large and well assorted, and prices will be found satisfactory. Oil, Glass, White Lead, Putty, Nails, &c. DAVISON, CAVANAUGH & CO., 15, 17, 19, South Water Street, Mobile, Ala. Mobile, Jan. 1859. 12-1y

P. G. MAGUIRE & CO., DEALERS IN Gentlemens', Boys & Children's Clothing, Hats, Caps, Trunks and Furnishing Goods, 31 Dauphin Street, MOBILE, ALA. Mobile, Jan. 29, 1859. 16-2m

ESTABLISHED IN 1836. **BROMBERG & SON'S MUSIC and VARIETY STORE,** And Piano Forte Ware Rooms, No. 46 (Old No. 28) Dauphin St., Mobile, Ala. SOLE AGENTS FOR THE SALE OF CHICKERING & SON'S CELEBRATED PIANO FORTES, Of which there have been more than 20,000 manufactured, and that have a reputation of more than 40 years standing. —ALSO— The Patent Piano of Wm. Vincent Wallace, (The Eminent Composer.) With Double Sounding Boards, constructed on scientific principles, and pronounced by Thalberg, Strakosch, Gottschalk, and other great authorities, the most perfect Piano now made. They are particularly adapted for the Southern climate, stand well in tune, and are warranted in every respect. BROMBERG & SON, wholesale and retail dealer in Music, Musical Instruments, Fancy and Variety Goods... BROMBERG & SON, 46 Dauphin St. Mobile, Jan. 1859. 16-1y

GEO. ELSWORTH & CO., South East Corner Dauphin and Water Sts., DEALERS IN HARDWARE AND CUTLERY. NAILS, Castings, Axes, Hoes, Spades, Shovels, Hames, Trace Chains, Pumps, Lead and Iron Pipe, House Furnishing Hardware, Builders' and other Tools, Stoves and Grates, &c. The justly celebrated GOLDEN STAR COOKING STOVE, also the NOBLE COOK STOVE, for Wood and Coal. Also, Wooden and Willow Ware, Tinman's Tools and Machines, Tinman's Stock, Bucket Cover, Ears, Rivet, Improved Tin Ware, Tin Plate, Sheet Iron Wire, Copper, Zinc, &c., &c. Also manufacturers of Tin, Copper and Sheet Iron Ware, to which we respectfully invite the attention of Merchants and Planters. Mobile, Jan. 1859. 16-6m

W. SAYRE & CO., Wholesale and Retail Grocers, AND DEALER IN WESTERN PRODUCE, Nos. 52 and 54 Commerce St., MOBILE, ALA. Mobile, Jan. 1859. 16-1y

WALTER PEARCE & CO., DEALERS IN FINE WATCHES AND JEWELRY, SILVER AND PLATED WARE. Watches carefully repaired and Warranted. New Jewelry manufactured and Diamonds set. N. W. Corner Water and Dauphin Streets, MOBILE, ALA. Mobile, Jan. 1859. 16-1y

B. O. KEAN & CO., COMMISSION MERCHANTS, Wholesale and Retail Dealers in Northern and Western Produce, 42 South Water Street, MOBILE. Particular attention paid to filling country orders in all kinds of Produce—Potatoes, Flour, Onions, Beans, Pork, Bacon, etc. Mobile, Jan. 1859. 16-1y

DR. R. O. SHAW & SON, SURGEON DENTISTS, ROOMS: Nos. 87 and 89 Dauphin St., MOBILE, ALA. Mobile, Jan. 1859. 16-1y

Mobile Directory.

J. C. GWIN & CO., IMPORTERS AND DEALERS IN Hardware, Cutlery, Bar Iron, Nails, Stoves, Castings, Tinware, Cordage, Paints, Oils, Window Glass, Guns, Agricultural Implements and Mechanics' Tools of every description. 10 and 11 Commerce and Front Streets, MOBILE, ALABAMA. THIS old established house, (the senior partner having been twenty-three years in business in Mobile) invite the attention of their friends and strangers, to the unusually large and well selected stock of every thing in their line, which they are selling on the most favorable terms. The attention of country Merchants and Planters is particularly solicited. Their stock is composed in part of— BAR IRON. ... CAST STEEL. ... BELLOWS. ... PLANES. ... DOOR LOCKS. ... STOVES. ... J. C. GWIN & CO., ARE ALSO CONNECTED WITH THE HOUSE OF WILLIAM GWIN & CO., 16 Commerce st. COPPER, TIN, AND SHEET IRON WORKERS... Mobile, Jan. 1859. 16-3m

JOHN DOUGLAS & CO., (Late Henry, Stoddart & Co.,) Have Removed from Conti and Water Streets, —TO— NO. 6 SOUTH WATER STREET, Third Store from Dauphin Street, WHERE THEY ARE PREPARED TO SHOW A LARGE ASSORTMENT OF Staple and Fancy Dry Goods, At the lowest scale of profits. THE Stock consists in part of Plain and Fancy Silks, Plain and Printed Delaines, Cashmeres and Merinoes, Ducals and Valencias, Wool Plaids and Poplins, French and English Calicoes, Black Goods of all kinds, Furniture Calicoes and Ginghams, Embroideries and Lace Goods, Linens, Damasks, Towelings, Napkins, Pillow Linens and Diapers, Cambric Handkerchiefs and Shirt Bosoms, Corsets, Ladies' and Children's Vests, Hosiery, Gloves, Small Wares, Bleached and Brown Domestics, Ticks, Checks, Flannels, Quilts, Striped and Plaid Domestics, Kerseys, Blankets, Linseys and Osnaburgs. We will take pleasure in showing our stock to any who may favor us with a call. Mobile, Jan. 1859. 17-1y

BARNEY, BROTHERS & CO., 14 AND 16 COMMERCE AND FRONT STREETS, MOBILE, ALA., IMPORTERS AND DEALERS IN Foreign and Domestic Hardware, Cutlery, &c., BAR IRON, NAILS, &c. Axes, Hoes, Chains. CARPENTERS, Blacksmiths, Carriage Makers, Gin Makers, Tanners, Millwrights, Planters and Merchants, will find as complete and more general assortment of Goods in their line than is generally found in similar establishments. Sole Agents for the sale of RICH'S PATENT SALAMANDER SAFES. Mobile, Jan. 1859. 17-1y

F. STEWART & CO., IMPORTERS AND JOBBERS OF STAPLE AND FANCY DRY GOODS, 38 WATER STREET, MOBILE. HAVE FOR SALE A Large and Desirable Stock, TO WHICH THEY INVITE THE ATTENTION OF MERCHANTS AND PLANTERS. We are receiving Goods weekly during the business season, and our stock will at all times be found fresh and desirable. Mobile, Jan. 1859. 17-1y

VALUABLE LAND FOR SALE. THE undersigned offers for sale, on accommodating terms, the plantation on which he now resides, which is situated on Buckatunna Creek, in Clark county, on the road leading from Quitman to Nicholson's Store, and 12 miles from DeSoto on the Mobile and Ohio Railroad. The tract consists of 1000 acres, and about 250 of which are in cultivation and under a good fence. There is also a good Dwelling House, Gin House and Press, and all the necessary out buildings on the premises. This place is one of the best tracts of Land in East Mississippi, and besides is one of the prettiest situations in the State. This Land will be sold for one half cash and the balance in 12 months, and is well worthy the attention of all persons desirous of purchasing good Land. Address me at Macksville, Clark county, Miss. JAMES MENASCO. Clark County, Miss., Feb. 27, 1858. 20-1y

NEW ESTABLISHMENT AT DESOTO. ROBERT D. WEEMS, (Late of Smith County.) HAVING purchased the remaining stock of Goods of J. W. Collins, at DeSoto, will conduct a general MERCANTILE BUSINESS, at the old stand. He will keep constantly on hand a large stock of Staple and Fancy Dry Goods, embracing the usual variety suited to the wants of the up country. GROCERIES, HARDWARE, CUTLERY; in fact everything suited to the country trade, or usually found in up country stores. He will sell at MOBILE PRICES FOR CASH, with the freight added, which is all that the most exacting customer could demand. His old friends in Smith county, and the back country generally, bringing their cotton to DeSoto, will find it to their interest to give him a call. He pledges himself to sell them goods for cash or in exchange for cotton on as good terms as they can be found anywhere on the line of the road—at Enterprise or any other place. His motto will be "QUICK SALES AND LOW PRICES," and he is determined to please. He respectfully solicits a share of custom. ROBT D. WEEMS. DeSoto, March 20, 1858. 32-tf

Fresh Arrivals. WE HAVE JUST OPENED, at our old stand, and offer to our friends and customers, a well selected stock of STAPLE GOODS, on the most reasonable terms—a small advance on cost, for Cash. Our old customers and the public generally are invited to call and examine for themselves. We shall be constantly receiving additions to our stock. N. McKINSTRY & CO. Paulding, Jan. 1, 1859. 12-tf

Poetry.

Paddle Your Own Canoe.

BY MRS. SARAH T. BOLTON.

Voyager upon life's sea,
To yourself be true,
And where'er your lot may be,
Paddle your own canoe.
Never, though the winds may rave,
Falter or look back;
But upon the darkest wave
Leave a shining track.

Nobly dare the wildest storm,
Stem the hardest gale,
Brave of heart and strong of arm
You will never fail.
When the world is cold and dark,
Keep your aim in view;
And toward the beacon-work,
Paddle your own canoe.

Every wave that bears you on
To the silent shore,
From its sunny source is gone
To return no more.
Then let not an hour's delay
Cheat you of your due,
But, while it is called to-day,
Paddle your own canoe.

If your birth denied you wealth,
Lofty state and power,
Honest fame and hardy health
Are a better dower.
But if these will not suffice,
Golden gain pursue;
And to gain the glittering prize,
Paddle your own canoe.

Would you crush the giant wrong,
In the world's free fight,
With a spirit brave and strong,
Battle for the right.
And to break the chains that bind
The many to the few—
The enfranchise slavish mind—
Paddle your own canoe.

Nothing great is lightly won,
Nothing won is lost;
Every good deed, nobly done,
Will repay the cost.
Leave to heaven, in humble trust,
All you will to do;
But if you succeed, you must
Paddle your own canoe.

DECISIONS OF THE HIGH COURT.

October Term, 1858.

[*Reported expressly for the Eastern Clarion.*]

No. 7820. Mississippi Central Railroad Company, vs. Thos. B. Beatty.

The record in this case shows that the jury of inquest empannelled under the provisions of the charter of the Mississippi Central Railroad Company, proceeded to value, and did assess, the damages which would result to the defendant in error from a location of the road of the said Company upon his land, and that defendant in error being dissatisfied with the assessment of the damages, appealed to the Circuit Court of Yallobusha, in which county the lands were situated. That after the cause was removed into that Court, a motion was entered by the defendant in error to set aside the verdict of the jury, which motion was overruled, and the cause, at the instance of the company, was continued. That at the succeeding term of the Court, upon motion of the same party, the suit was dismissed, and judgment entered against the Company for the costs. Hence this writ of error was prosecuted.

Generally, a party who institutes a suit or prosecutes an appeal, has a right to dismiss the proceeding. This right is conceded, and results from the fact that the same end may always be attained by a failure to prosecute. Cases might arise in which the Court before whom they were pending, would have the authority to prevent a dismission on plaintiff's application, or to impose terms, if required by the circumstances. In all cases of voluntary dismissions, the uniform rule is to tax the party dismissing with the costs of the suit. The rule is dictated by common sense, and common —— And in the case before us, there is no conceivable reason why the same principle should not be applied. It is true the grounds taken in support of the motion, went upon the assumed absolute invalidity of the proceeding from which the appeal was taken. If the grounds taken in support of the motion were tenable, it is manifest that the strongest reasons existed why the suit should not be dismissed, or rather, why the defendant in error should not desire its dismissal. As the inevitable effect would be to have the proceedings appealed from in as full force and effect as if no appeal had been prosecuted; and if not void, but only voidable, to render them absolutely binding on all parties and incapable of being questioned in any way whatever.

The judgment dismissing the suit is not objected to. The exception extends only to the judgment for costs which will be reversed, and a judgment for costs be ordered to be entered in the Court below, against the defendant in error. SMITH.

No. 3646. James W. Harral, vs. Michael Miller.

This action was brought by the plaintiff in error, under the Statute to recover the penalty for cutting down and destroying a number of trees upon the land of the plaintiff.

The defendant pleaded the general issue; and upon the trial it was proved in behalf of the plaintiff, that since the 15th day of August, 1848, had cut down, upon a certain described tract of land, a certain number of pine trees. He also produced and proved a bond executed by William G. Andrews, dated 15th August, 1848, conditioned to convey to the plaintiff the tract of land referred to, with the appurtenances thereto belonging, upon the plaintiff paying the sum of one thousand dollars, according to certain promissory notes executed therefor. He also proved that plaintiff had informed defendant before the cutting of the trees, that he had purchased the land and would hold him accountable for any timber he might cut down, that Andrews had told the defendant that he had sold the land to the plaintiff, and had not reserved the trees, but would furnish the defendant other trees for them.

The defendant then offered to prove a parol contract between Andrews and the defendant in the Spring of 1848, by which Andrews sold to the defendant, for a valuable consideration all the pine timber on the land; to the introduction of which the plaintiff objected, but the objection was overruled, and the testimony permitted to go to the jury, the plaintiff excepting.

The plaintiff then proved that the parol contract between the defendant and Andrews referred to, was that the defendant should have the pine timber on the land in the event that Andrews did not sell the land, but that he sold the same to plaintiff before the timber was cut by the defendant, and of which he had notice.—This being all the evidence, the verdict was for the defendant, and the plaintiff moved for a new trial.

1st. Because the verdict was contrary to law and the evidence.

2nd. Because of the improper admission of the evidence for the defendant, which motion the Court overruled, and the plaintiff excepted.

1. The question presented upon the objection to the admission of the evidence offered by the defendant is whether an agreement for the sale of growing trees, to be cut by the vendee, and removed, is a contract for the sale of lands, tenements, hereditaments, within the first section of our Statute of Frauds, and void unless in writing.

Upon this question there is much diversity of opinion both in the decisions in England, and in this country. Several of these decisions from highly respectable sources hold growing trees to be mere chattels, and that contracts for the sale of them are not within the Statute. But many other cases hold them to be parcel of the land, and within the Statute; and this opinion appears to be more in accordance with principle and legal established distinctions.

The term *land* embraces not only the soil, but its natural produce, growing upon and affixed to it. Such things being the natural product of the land, are part and parcel of it, and therefore pass by a grant of the land. (Ship Touchs. 91.) Being naturally affixed to it, they are not distinguished from it until actually severed.—(Jones vs. Flint, 10 Adolp and Ellis 753.) Hence growing trees were not the subject of larceny at common law. (4 Bl. comm. 232.) and they descend to the heir, and do not go to the executor, and even the tenant for life has no right to cut them down. (2 Bl. comm. 122.)

When the Statute speaks of "*lands, tenements* and *hereditaments*," it must be understood to refer to them in such sense, as the terms imported at common law; and accordingly to the principles above stated, growing trees must be considered as pertaining to the soil and embraced by the terms of the Statute.

This view has been sanctioned by many well considered cases. (Teal vs. Auty, 2 Brod & Burg 99. Crosby vs. Wadsworth, 6 East 602. Jones vs. Flint, 10 Adolph & Ellis 753. Green vs. Armstrong, 1 Dinis, 550. Bank of Lausingburg vs. Crosby, 1 Barb. 542. Putney vs. Day, 6 New Hamp. 630. Scovell vs. Boxall, 1 Y. & J. 396—Pierrepont vs. Barnard, 5 Barb. 364.) It appears also to be in accordance with the reason of the Statute. An agreement for the sale of timber growing on the land, giving to the vendee the right to enter upon the land, and cut the timber, appears to come fully within the mischief intended to be prevented by the Statute. Such an agreement would be liable to the same uncertainty, and the consequent danger of perjury contemplated by the statute; and it would enable the owner of the land to commit fraud upon subsequent purchasers, by charging the land under secret agreements, which such purchasers would have no means of ascertaining, and which might greatly diminish its value, and afterwards convey it to such purchasers. If such an agreement were valid as to subsequent purchasers no one could purchase timber lands with any certainty, that he would acquire a title to the premises with the appurtenances attached to them at the time of the purchase.

We are therefore, of opinion, that the agreement offered in evidence by the defendant, was within the Statute, and that the Court erred in admitting it.

2. But if the agreement had been valid, it is clear from the evidence that the sale of the timber was made upon condition that the vendor should not sell the land. No time is specified, within which the sale was to be made, but it appears that within a few months after the agreement with the defendant, Andrews sold the land to the plaintiff, before the timber was cut, and of this, that the defendant had notice. It is therefore, plain, that by the terms of the agreement, the defendant's right to cut the timber ceased when the sale to the plaintiff was made; and that the plaintiff was entitled to recover for all the timber cut by the defendant, after he had notice of the sale of the land to the plaintiff. And upon this ground the verdict should have been set aside, and a new trial granted.

The judgment must be reversed, and the cause remanded for a new trial. HANDY.

No. 7982. Benjamin C. Rives et al. Executors, vs. James Weaver, Adm'r &c.

This was a bill filed by the appellee in the District Chancery Court at Fulton, against the appellants, as executors of Reuben Moore, alleging in substance, that in the year 1832, in the State of Tennessee, Sarah Robinson executed to one Lee a Mortgage upon two slaves, Harriet and Charlotte, to secure the payment of two hundred dollars, money loaned—that in the same year, Reuben Moore paid to Lee the sum of money, and took an assignment of the mortgage, and about the same time married the daughter of Sarah Robinson—that in January, 1833, Moore gave up the mortgage to Sarah Robinson, who thereupon executed to him a bill of sale absolute on its face, for the two slaves above mentioned, and another slave named Malinda, the consideration of which was stated on its face to be love and affection for him, and the sum of two hundred dollars, which bill of sale, though absolute on its face, is alleged to have been intended as a mortgage. That in the year 1833, or 1834, William A. Robinson, the son of Sarah Robinson, had a settlement with Moore, and gave his note for the money due him by Sarah Robinson in payment thereof, and that Moore thus gave up the bill of sale and surrendered the possession of the slaves to Sarah Robinson or to Wm. A. Robinson, on her behalf; that Sarah Robinson afterwards made a will disposing of the slaves, but not to Moore, and that he obtained possession of the will, and still retains it; that in 1834, Moore and Sarah Robinson removed from Tennessee to Pontotoc, in this State, where they lived together until the year 1836, when Sarah Robinson left him and removed to Yazoo County, where she resided until her death, in September, 1837, having in February, 1834, sent her son William A. Robinson, with the slaves to that county, and they remained in her possession there until her death; that after her death, Moore and his wife removed to Yazoo County, and lived with Wm. A. Robinson, until the death of Mrs. Moore, in September, 1838, and in 1839, that Moore got possession of the slaves from Wm. A. Robinson, and removed them to Tishomingo county, where he has had them in possession ever since, and has claimed title to them. The appellee obtained letters *ad colligendum* from the Probate Court of Yazoo county, on the estate of Sarah Robinson, at September term, 1848, and thereupon filed this bill as administrator *ad colligendum*, alleging that the bill of sale under which Moore claims title was but a mortgage—that the debt secured by it has been fully paid, and praying that it may be decreed to be cancelled, and offering to redeem if anything is due, by paying principal and interest. The answer denies the material allegations of the bill, and claims title in Moore to the slaves under the bill of sale, and upon the hearing, a decree was rendered for the appellee according to the prayer of the bill from which the executors of Moore have taken this appeal.

Several grounds of error are urged in behalf of the appellants; but as one of these grounds is decisive of the case in our view, we deem it necessary to consider that only. That objection is, that the claim of the appellee, as it is presented by the record, is void for competency, and cannot receive the sanction of a Court of Equity. It appears by the record, that in August, 1848, Weaver, (who was a stranger to the estate of Sarah Robinson, and not interested in it,) in conjunction with William A. Robinson received an assignment from three of the four distributees of Sarah Robinson of their shares of the estate, and in September, 1848, that he obtained letters *ad colligendum* upon the estate, and brought an action of law in October, 1848, for the slaves, in which he was successful; and that after the filing of this bill he obtained an assignment of the interest of Wm. A. Robinson, in order to have the benefit of his testimony, as a witness in this case. He stated before the institution of the suit, that if he gained it, he would be greatly benefitted, and if he lost it, that he would lose a considerable sum of money, and that he was deeply interested in it.

It further appears, that Moore had had possession of the slaves, claiming title, since 1839, and that in 1843, William A. Robinson, and Dorcas Robinson, two of the distributees, brought suit against him to recover them—that Sarah Robinson in her life time had made a will leaving the slaves to be free, and it does not appear that there were any debts against her which the slaves were required to pay.—Under these circumstances it must be presumed that there were no creditors, and that the administration was not necessary to pay the debts of Sarah Robinson, for two of the distributees as far back as 1843, had sued to recover the slaves. What then was the necessity for the appointment of an administrator? If there were no debts, and the slaves were not bequeathed as legacies, the distributees were competent to sue in their own names. But to that course there was a serious obstacle—the adverse possession of Moore would have been a bar to the action. It appears that they made an unsuccessful trial of that cause in 1843, and no further effort appears to have been made to assert their claim, or to disturb Moore's possession, until the appellee acquired an interest in the slaves. No suit could be maintained by him in his own right, either separately or jointly, with the other distributees, because, the same objection would be encountered there, which stood in the way of a suit by the distributees in their own names.—Hence the necessity of taking out letters upon the estate, in order to obviate the objection of the statute of limitations.

In view of the adverse possession of Moore for so great a length of time, and of the unsuccessful effort of the distributees to assert their title, Weaver thought fit to purchase an interest in their disputed claim. He must have made the purchase with a full knowledge that he could never receive any benefit from it except by litigation; and accordingly he immediately prepared for the controversy by becoming administrator *ad colligendum*.—He had purchased a disputed title, and took the step which he thought would clothe him with the authority to make it available, and to obviate a serious obstacle. If the slaves were really the property of Sarah Robinson, there being no debts, his letters were wholly unnecessary to assert the rights of the distributees—but they were very important to enable him to realize the fruits of his speculation, in a disputed title, and they could have been resorted to by him for no other purpose. Being a total stranger to the estate, he thought proper to engage in a speculation in a pretended title which must necessarily result in litigation; and in order to accomplish the end for himself and his associate, he assumed the character appointed by the law for the assertion of just rights, but which cannot be allowed to be perverted to sustain claims which are unconscientious, or against the policy of the law. Such a course cannot be sanctioned by a court of equity.

The policy of the law is, that an officious intermeddling by one in a suit which does not belong to him, by maintaining or assisting a party with money, or otherwise to prosecute or defend it, is not to be tolerated. It is said to be against public justice, because it keeps alive strife and contention, and perverts the remedial process of the law into an engine of oppression.—[4 Bl. Comm. 134.] And it is well said that the reason of this policy is, that no encouragement should be given to litigation, by the introduction of parties to enforce those rights which others are not disposed to enforce.—[4 Kent's Comm. 447, Note.] To permit a party to purchase an interest in property held by an adverse claim and possession, directly with a view to litigation, and to clothe himself with a character provided by the law for the enforcement of just and legal rights, and avail himself of such character to realize his alleged design, would be to allow a manifest perversion of the forms and remedies of the law, and in contravention of sound policy and established principle.—The circumstances of this case show plainly that the object of the appellee in taking upon himself the character of collector, was not to advance the ends of legitimate administration, but to get possession of the property, to subserve the purpose of his speculation. It is a clear case of officious intermeddling with the estate, and an abuse of the forms allowed by law, to his own private benefit; and though in form the suit is brought by one clothed with legitimate authority, yet a court of equity which considers the substance, and not the form of the proceedings, will regard it as a mere suit for his individual advantage by one who is substantially an assignee of the interests sought to be recovered in his formal and colorable character of administrator.

If it be said that notwithstanding such be the object of the proceeding, yet he would be accountable for the property, under the authority of the Probate Court, and the distributees would be entitled to recover their interests, yet the rights of the party must be determined by the attitude in which he presents himself and asks relief; and if it appears that the proceeding is founded in a collusive and illegal purpose of using the forms and remedies of the law to enable the party to reap the fruits of speculation in litigation, his conduct is a fraud upon the law; and a court of equity will not consider whether good may not come from it, but will refuse to lend any assistance to his illegal design. The court cannot act upon the assumption that the distributees will act in bad faith and repudiate their assignments to him, and thus that he will be debarred of the benefit of his speculation.—It is sufficient to exclude him from any aid, that he presents himself in such a manner as to show that he is seeking to pervert the forms and remedies of the law to his own private benefit, and under color of an official character, to appropriate the property of an estate to his individual advantage in furtherance of a speculation entered into by him for that purpose. We are, therefore, of opinion that the appellee was not entitled to the relief sought and decreed, and that the decree must be reversed and the bill dismissed.

HANDY.

THE UNFORTUNATE GIRL.—*Remarkable funeral.*—Josephine Ellison, the young girl of abandoned character, who was burned to death at a house of ill-fame in Cincinnati, was not even allowed to rest in her grave. Some medical students had her "resurrected," but the police recovered the body, which was handed over to the undertakers for the purpose of re-burial. The frail sisters of the poor unfortunate, contributed liberally to purchase an expensive coffin, and to pay the funeral charges. They applied to several clergymen to allow the funeral to take place in one of their churches; but all refused, until finally, the Rev. Mr. Flanders, (formerly of Baltimore,) of the First Universalist Church, was applied to. He readily consented, and preached an impressive discourse to a large assemblage in the church, whither the body had been conveyed. Nearly one hundred courtezans were present, and those who resided in the house where the girl met her death were dressed in deep mourning, and seemed to appreciate the solemnity of the occasion. The Cincinnati *Times* says:

At the close of the address, Rev. Mr. Flanders addressed the Throne of Grace, appealing especially in behalf of the parents of Josephine Ellison. That closed the service. The undertaker then lifted the lid of the coffin and invited all who wished to view the corpse. There was quite a rush towards it. The courtezans, however, remained in their seats until the rest of the congregation were gratified. They then approached the corpse. All wept over it, some of them bitterly. It was a strange scene that—to behold those abandoned women, outcasts from society victims of vice, weeping and sobbing over the remains of one of their kind, upon the altar of a church, was a sight never before witnessed in this city. It was touching too, and drew tears from the eyes of many of the spectators.

A lady writes to the *Commercial*:

"I knew the young girl, Josephine Ellison. I warned her to flee from destruction and go home. She was a ripe scholar, and of good parentage. Thousands are going this day the same road, and the moral portion of the community stand by and permit these *hells* to exist all around us. When she came to this city her object was to teach needlework, and Italian and French. Those in whom she trusted betrayed her."

THE ASSEMBLED WISDOM OF MISSOURI.—Pending a discussion in the Missouri Legislature on a bill entitled: "An act for the benefit of John A. Franks, of Cape Girardeau City, allowing him to sell beer on Sunday," a Mr. Norris relieved himself as follows:

Mr. Speaker, the gentleman from St. Louis (Mr. Kribben) thinks he has removed my objections by his amendments. Now, I consider that the most objectional feature of the whole bill. [Laughter.] He tells this House that the term "lager beer" is too indefinite, and, therefore, he turns around and inserts "native wine." Now, sir, the latter term is entirely too indefinite, too. Why, sir, every particle of his old "red eye" whisky he talks about can be made into "native wine" right away. Pass many such acts as this, and there would be nothing but "native wine" It would be as common as "Henry Clay's private stock, twenty-five years old," an inexhaustible supply of which you can find in every doggery in Kentucky. [Laughter.] Why, sir, all the juniper berries, logwood and dogleg tobacco in the country would be exhausted to get up this "native wine."

And then the motion to refer being withdrawn.

Mr. Pritchard moved to amend by adding after the words 'native wine," native and foreign "busthead," "Cincinnati electricity," "rifle whisky," "tangle foot," "red eye,', and "blue ruin." [Great laughter.]

REMARKABLE TRIAL.—A trial is now going on in Springfield, Mass., based on the fact that 22 years ago a citizen of that country had a horse badly disfigured by some person who escaped detection.—Recently, two old residents of that place having quarrelled, one has charged the other with having done this mutilation in his presence, while both of them were young men in 1837. Upon this the owner of the horse has instituted a civil suit for damages against the person charged with the offence, and the latter has made a complaint for perjury against the accuser.

A challenge to skate was given by Miss ——, of Salem, a Die Vernon young lady, who saucily gave out that if any of the male gender could catch her she would forfeit a kiss. The Boston *Herald* says that an athletic negro hearing of the challenge, gave chase, and soon his arm encircled her waist. Her brother, however, avoided the impending smack by presenting the fellow with a $5 bill—telling him to "slide." The African started on a "bender" with the funds, remarking audibly that he "wouldn't give $5 to kiss any white gal libin."

Mrs. Partington has bought a horse so spirituous that he always goes off in a decanter.