NEW-ORLEANS BEE.

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"Truth is omnipotent, and Public Justice certain."

FOR PRESIDENT OF THE UNITED STATES,

HENRY CLAY.

(Subject to the decision of the American People.)

NEW-ORLEANS
TUESDAY MORNING, OCT. 11, 1842.

The DAILY publication of the Bee will be resumed on MONDAY next, 17th inst.

Judge MAURIAN's decision respecting the wharfage tax, will be found in our columns to-day.

Modern Democracy is continually [illegible] its love of the dear people, and its enormous attachment to universal suffrage. It is a curious and amusing thing to hear BUCHANAN, TANEY, WALL, HUBBARD and other well known dyed-in-the-wool Federalists mouthing their professions of respect for the popular will, and ardent desire to enlarge popular government, when every one familiar with political events is aware that these very men have been uniformly and consistently opposed to democratic innovations, and have tenaciously clung to the Federalism in which they were nurtured. Perhaps the best evidence how utterly undemocratic are the tendencies of the present locofoco party, is the fact that its principal leaders were the violent opponents of the original and genuine democratic party. They have still sagacity enough to perceive that names are no longer indices of things; that democracy is a current term ingeniously devised to cloak and cover Federalism, and that the surest way of attaining their purposes is to run with the crowd and swear by that potent spell—that all pervading, all seductive catchword for gulls and simpletons—democracy. Of similar stuff is fashioned the politics of those huge sticklers for the rights of the Rhode Islanders. After whole ages of patient endurance of restricted suffrage, they suddenly discovered that Rhode Island was tyrannized over, and trampled upon, and that it was beyond human nature longer to tolerate a government that refused to grant to every citizen the elective franchise. They proceeded to change the government, not in the manner prescribed by the spirit of our institutions, and the constitution of the union and of every state in the confederacy, but a self-constituted convention, deriving its powers from every body in general and no one in particular. This interesting exhibition of "democracy," though frowned upon and happily suppressed by the good sense of the American people, met with many warm sympathizers in New-Hampshire, Connecticut, New-York and Virginia. In the first named State, Governor HUBBARD, ex-member of the Hartford Convention—this title being of course an unquestionable guarantee of the purity of his democratic sentiments—espoused the cause of the Rhode Island rebels with quite an extraordinary development of patriotism and ardor; while the people of his state who cannot change their own constitution, unless a majority of two-thirds of the voters sanction the proposed amendment, went it strong for the bare majority proceedings of the free suffragists of Rhode Island. In Virginia, the discrepancy was still more ridiculous, for in that enlightened focus of locofocoism, the right of suffrage is limited within narrower bounds than in any State in the Union. These are additional exemplifications of the consistencies of the self-styled democratic party.

If the suffragists of Rhode Island had succeeded in their incendiary designs, the stability of our institutions would have been sorely tested. The ultra democratic and lawless innovations which they attempted, would have served as a precedent for continual violations of constitutional restraint, and the country would speedily have been reduced to little better than a mobocracy. The transition from such a government to something closely approximating a despotism, would be as brief as it has ever been, and thus the early predilections for a strong government, of the Federal Democrats of Pennsylvania, New-Hampshire, &c. might have been gratified.

THE WEATHER is decidedly winterish. On Sunday last rain fell in large quantities; in the afternoon, the wind veered round to the north, blowing almost a gale, while the temperature fell fully fifteen degrees. At the time we are writing, the weather is characteristic of coming winter. Summer clothing is discarded, and flannels and fires are seriously talked of. The yellow fever will soon cease to exist, after a few days such as we now feel.

☞ We were eye-witnesses of a most ludicrous and laughable event which occurred on Saturday. A dog was quietly perambulating the upper side of Esplanade street. His canine independence, despite the ordinance of the First Municipality, was unfettered by a collar. One of the ministers of the law seeing that poor Tray bore no badge of servitude upon his neck determined to put him in pound, and accordingly gave chase. The pursuit continued for some time amid a crowd of spectators, the dog running along the side-walk of Esplanade street, until finding his pursuers gaining upon him, he suddenly scampered to the opposite pavement in the *Third Municipality*, and as if conscious of his immunity from capture, elevated himself on his hind quarters, and gazed at his enemy, who remained in ludicrous consternation, not daring to cross the forbidden boundary. A hearty "*guffaw*" from a hundred testified public approval of this specimen of sagacity. Her dog-ship of course escaped.

THE new and magnificent steamer MISSOURI arrived yesterday afternoon in our port from St. Louis. She is intended for the Vicksburg trade, and is commanded by Captain GRICE, well known as an experienced and urbane commander. It is almost impossible by words to convey an idea of the vastness and gorgeousness of this floating castle. She is by far the largest boat that ever floated on the western waters, and is as complete and beautiful in her equipments, as she is stupendous in her size.

BURGLARY.—On Saturday night, the office of the U. S. Quarter Master, in Conti street, was entered by villains, the iron chest broken open, and treasury notes to the amount of $6,903 92 abstracted, besides $54 in gold and silver. Captain OSBORNE CROSS, Assistant Quarter Master, offers a reward of $500 for the recovery of the money. The government, it is said, will lose but $404, as the payment of the treasury notes will be stopped at the Treasury Department.

OUTRAGE.—On Saturday morning last, some wicked interlopers, not having the fear of the recent Dog-Law before their eyes, managed to effect an entrance into the Dog Pound of the First Municipality, in Villeré street, and released all the imprisoned animals, besides breaking and destroying the carts, drays and other vehicles therein. We believe there is a heavy penalty attached to this offence.

FATAL DUEL.—On Sunday last, two Spaniards, fishermen, having quarrelled agreed to fight with knives. They met near Clark's House, on the Bayou Road, and in the course of the rencounter, one of the combatants was stabbed in the arm, the weapon penetrating through the muscles to the chest, near the heart. He was found weltering in his blood, by a party of gentlemen, and transported to the Hospital, where he expired yesterday.

NEW MUSIC.—We have been politely favored with two new songs, arranged for the piano, and composed by a Southern Lady. One of them "Remember You, Veteran Warrior," is translated from the French. It is a well known popular air, to which suitable words have been adapted, and a charming accompaniment added. The other, "The Nightingale and Rose," is a ballad, of which both the words and music are original. The poetry is founded on this line of Byron's, "The Nightingale has a passion for the Rose which he tears in pieces." It is exceedingly pretty, and the music is very appropriate, and abounds in melody. They may be procured at CASEY's and other music stores.

THE TARIFF.—We have received from NORMAN, STEEL & Co., a little work in English and French compiled by Mr. WM. H. SHEPPARD, of the New Orleans Custom House, containing the Tariff or Rates of Duty established by the late act of Congress, with an appendix. The author is perfectly acquainted with the subject, and has consequently explained it with great lucidness and at considerable length. It is a work which fills a vacuum in commerce, and will be of infinite value to the community.

HON. C. DERBIGNY, (Whig) was elected a few days ago a Representative of the Parish of Jefferson, in the Legislature, without opposition.

☞ An abortive attempt was made on Saturday night to rob the post office. The thieves did not, however, succeed in forcing an entrance.

☞ Our thanks are due to Captain AUTEN, of the steamboat *Mazeppa*, for late Vicksburg and Natchez papers.

☞ There were two deaths by yellow fever in Vicksburg, between the 1st and 6th instant.

[PRIVATE CORRESPONDENCE OF THE BEE.]
Boston, Sept. 10, 1842.

Dear Sir—I have just come from hearing the *great* Daniel deliver his *great* speech to a *great* audience, at the *great* Faneuil Hall. I do not know what others may think of it, but for myself I was disappointed, both as to the matter and the manner. It is the first time I ever heard him, and perhaps my expectations were too high raised. His language, I thought, neither eloquent or forcible, and nothing to compare with many of his speeches that I have read.

For some time past the intimations have been very clear that he had changed his previous intentions, which I believe he had publicly expressed, or at least broadly intimated, of retiring from the cabinet so soon as he had closed the boundary negociation, and from his speech to-day he clearly intends to remain in office. He said that he did not appear to-day to give any intimation or pledge as to his future proceedings, that he was the best judge of what appertained to his own honor and his sense of duty, in his future conduct, and that he was not prepared or willing to make any promises or to give any pledges whatever, and that the setting sun should leave him as free and untrammelled as its rising beams had found him. He censured the recent whig convention in this city for having overstepped their powers and the object of their meeting in the resolution declaring a final separation between Mr. Tyler and all the whigs of Massachusetts—that he always had been whig—still was [illegible], and ever intended to be a whig, and they had [illegible] to read him out as well as others too numerous [illegible]. He spoke favorably of Mr. Tyler's views and intentions, and the obligations he was under to him for his unwavering confidence to him. For my part [illegible] of Mr. Webster in terms satisfactory to his own sense of duty, will remain in the cabinet. I know no one, who can fill the station better—none who so well understands the duties of that department, on the important subjects to come under consideration, particularly on the subject of our reciprocal commercial treaties to which he particularly alluded and which require completion. You will see the speech reported in full. I refer you to it.

In general politics every thing looks well for Harry of the West—his prospects never were brighter. In New York all are sanguine of that state for him, even if the locos succeed in November next. The whig vote is *there*, and it is only necessary to bring it out. There appears but little doubt now but Calhoun will be the loco candidate, though Van Buren's friends say they can beat Calhoun in convention, and that if Calhoun's friends will not abide by that decision, they will still run Van Buren, and thus have two loco candidates and carry the election to the house. There is a most bitter feeling growing up between these two factions of the locofoco party, and if Mr. Van Buren is taken up by the convention, I think the most popular course of Mr. Calhoun's friends will be to join Mr. Clay against him, as there would not be the most distant chance of Mr. Calhoun's success in running against both Mr. Clay and Mr. Van Buren; he could not obtain a single northern or northwestern state.

Mr. Tyler, you are aware, has gone for rest and retirement, to the Rip Raps. It is fully understood that he will, at the coming session, propose a grand and extensive system for the amelioration of affairs, and among others one of a fiscal agent, which his friends, in advance, say will meet general approbation, and be adopted by Congress. God grant it may be so; but judging from what are his expressed sentiments on that subject, I do not see what plan he can suggest that will be efficient or acceptable. I am sure, however, I shall be most happy if he can do so, and hope our party will give a free and cordial support to any thing he may suggest that will tend to relieve the present general prostration.

This place appears to have suffered very little from the recent crisis. New York, however, is very severely affected by it, and Wall street hardly appears the same place it was two years since—rents even in that street have fallen one half, and many offices in it are vacant. They however think they have got to the bottom.

Very respectfully yours,
A LOOKER ON.

MR. WEBSTER'S SPEECH.

The failure of yesterday's mail prevented us from receiving Mr. WEBSTER's speech. An obliging correspondent, however, forwarded us a sketch, written ere the departure of Friday's mail. It will be found in our columns. As far as we can judge from the bare outline given, Mr. WEBSTER claims to be a whig and a Tyler man together—two incongruities which not even his logic or astuteness can place in political affinity. More, however, when we see the speech.—That he intends remaining in the Cabinet, seems probable enough.

The Bay State *Democrat*, of the 29th ult., contains a succinct account of the speech, written, of course, in a locofoco spirit. We copy those portions not embraced in our correspondent's letter:

"He then declared that the present was not a fitting occasion to express his views in regard to the present political aspect of the country, and his own course; but intimated that he should express himself fully upon this subject at some time not far distant—He doubted not there were those in the whig party who entertained sentiments different from himself, and would then show them how far he agreed and how far he differed. He told them very plainly that his honor was in his own keeping, and if they were willing to confide the honor of the country in his hands, they surely might the care of his own public reputation. And at all events, as he must be the suffering party, he should claim to judge for himself as to the propriety of his course.

* * * * * * *

"He told them the Tariff could not have passed without the democratic votes, and adjured them not to make it a partisan question. He said Parmenter's vote saved the bill as much as Stanley's rescue vote, and had as much power as the veto. He also instanced the votes of the two Pennsylvania Senators, as saving the bill in the Senate.

He characterized the compromise act as outrageous, and on this, as well as on other topics, his sentiments were full of rebuke against the course of Mr. Clay, though he was not directly alluded to in the whole course of his speech. The last tariff he gloried in as a reparation of the evils of that —— measure.

Upon the subject of the currency, he avowed himself a bullionist, and commended the exchequer plan in the highest terms. He approved of it heartily, fully, sincerely, and pledged his reputation that if it were adopted as reported by the Secretary of the Treasury, in less than three years the whole nation would pronounce it the best institution ever adopted in the country, save the Constitution.

He went strongly against the amendment of the Constitution, upon the subject of the veto power, and declared it well enough as it was. This was another severe censure upon Clay and his partizans. His remarks then gave a developement of his views upon public credit, and he closed with this pointed declaration:

"All these objects are great, and in their public defence I do not wish to act with party men, men governed by mere partizan feeling, but with wise men, men of all parties, who are actuated by patriotism and the good of the country. I wish to see more union of well-meaning men on all sides, and more of the predominance of an enlightened public spirit. I shall be governed by this spirit in my future private and public life."

ATROCIOUS ASSASSINATION.

The Natchez *Courier* of the 8th inst., has the following:

"Mr. H. C. Pope, who had been editor of the locofoco paper, the Sun, at Louisville, was a candidate for the Legislature, and was defeated. A short time after his defeat, he made a speech to his locofoco brethren, ridiculing the party in Louisville. Prentice made an allusion to this speech in the Journal, and a few days afterwards a more extended report appeared, furnished by a gentleman named Bliss, formerly the editor of the News Letter at Louisville.—This report was considerably softened down, a great many expletives liberally used by Mr. Pope, having been omitted. When Bliss sent the report of the speech to the Louisville Journal, he accompanied it with a note, desiring in effect, that if there were any thing, which Mr. Pope could be supposed to deem particularly offensive, it should be omitted.

Some few days after the appearance of this report, Mr. Godfrey Pope, a cousin of H. C. Pope, addressed a note to Prentiss, desiring to know the name of the author of the report, his cousin being, as he stated, "ill." Godfrey Pope was the editor of the Sun at the time, and has been connected with it, since its establishment. Bliss, upon being informed of the demand, requested that before his name was given up, Mr. Pope should be asked not to use it in newspaper remarks. This was made known to G. Pope, who two or three days after, acceded to the terms, and was supplied with the name of Bliss.

Some two or three nights after, at the Whig meeting, held to appoint delegates to Dayton, G. Pope came up to Bliss, who was leaning on the arm of a friend, and offered him his hand. Then Pope directly stepped back a pace or two, and denounced him.—Bliss made a movement of his hand to his pocket, and Pope who had his pistol in hand ready, instantly shot him. Bliss was not dead at the time the gentleman who communicated the circumstances, as above detailed to us, left Louisville, but recovery was impossible. Pope was in jail. A deep feeling pervades the whole community. As we cannot doubt, from the authority we have, that the above statement is true, we hope that the base and cowardly assassin will hang as high as Hanan did. Poor Bliss, whom we knew well, was as amiable, mild, and gentle as any woman, and even if he had anticipated any attack, which was not the fact we learn, he would have been thrown off his guard, by the insidious approach of his enemy.—Pope is connected with one of the best known families in Kentucky."

GEORGIA ELECTION.—In Richmond county, a part both of the whig and democratic tickets is elected to the Legislature. The whig ticket for Congress has a small majority. In Chatham county, (Savannah,) the locos, as usual, carry their ticket by about 100 majority.

LIBRARY OF SELECT NOVELS.—We mentioned some weeks since the intention of HARPER & BROTHERS publishers at New York, to issue a cheap edition of the most popular and sterling romances. Their object was to compete with the flood of modern literature poured forth from the mammoth papers, at rates which threatened speedily to knock the bookseller's occupation into pi. The have now carried their resolution into effect. We have now before us the three first numbers of the Library of Select Novels, comprising Pelham, The Disowned, and Devereux.—They are got up in very handsome style, each being embellished with a beautiful steel engraving, and printed in a very neat, compact and substantial form.—They may be procured at rates quite as reasonable as those demanded for the works reprinted in the mammoth sheets, by calling on our friends, NORMAN, STEEL & Co., Camp street.

Municipality No. 2 vs. Capt. E. Wood, of the ship Alabama
APPEAL FROM THE CITY COURT.

This case was originally instituted before Judge W. Grivot, one of the Associate Judges of the City Court of New Orleans, by the plaintiffs, the Second Municipality of New Orleans, who claimed from the defendant Captain E. Wood, of the ship Alabama, a sum of $113 16-100, for wharfage of 2356 bales of cotton, 50 barrels of flour, and 84 barrels of beef, shipped on board of said ship Alabama.

The defendant having made no answer, a judgment by default was rendered, which was afterwards confirmed on evidence produced, condemning the defendant to pay to the plaintiffs the aforesaid sum of $113 16-100 and costs of suit.

An appeal from Judge Grivot's decision was taken to the Presiding Judge of the City Court, who reversed it, and gave judgment in favor of the defendant, condemning the plaintiffs to pay costs in both courts.

The plaintiffs then appealed from the Presiding Judge's Court to this Court, where the case has as undergone a long and interesting trial. The Counsels of both parties have displayed in it much knowledge and ability, and they are entitled to my warmest acknowledgments for the assistance which they have afforded me in forming an opinion on the several points involved in the case; in fact their quotations of authorities and their arguments have been so full and so pertinent to the questions I was called upon to decide, that they have hardly left any thing for me to do, but selecting those which appeared to be most applicable to the controversy submitted to my judgment.

The record as it came up did not present certain matters of fact, which were necessarily to be taken into consideration, and by agreement of counsel a statement of those facts was agreed upon and filed in this court.

The most important facts contained in that statement I will at once mention, those which are left out at present, will be noticed as I progress in this opinion, they are the following:

The wharves in municipality No. 2, were built and paid for either by the corporation of New Orleans or by said municipality.

The landing and shipping of goods and merchandise has been greatly facilitated by means of said wharves.

The wharves do not extend further into the river Mississippi, than is required to afford the facilities above mentioned.

The packages mentioned in the plaintiffs bill were conveyed on and across one of the wharves on the river Mississippi, within the limits of municipality No. 2, to the ship of which defendant was master.

As to the ordinance of the 2d municipality, in pursuance of which the plaintiffs claim wharfage from the defendant, it forms a part of the record, and its provisions are so well understood by all parties, that it is useless to repeat them here.

The counsel for the appellees contends that the judgment of the presiding judge of the City Court be maintained and affirmed on the following grounds:

1st. That the ordinances in question violates the constitution of the U. States, in as much as it does that which neither the state nor any authority under the state has a right to do.

2d. That even admitting the state had a right under the constitution of the United States, to adopt measures like those contained in the ordinance, still that right was never transferred to the 2d municipality, but that on the contrary it was prohibited by existing laws.

3d. That even if the wharfage could legally be demanded by the 2d municipality, still the ordinance was illegal, so far as it made the masters of vessels responsible for the payment thereof.

The counsel for the appellants, on the other hand, contend that the judgment of the presiding judge of the City Court ought to be reversed and the judgment of Judge Grivot reinstated, and they maintain that the three propositions of the appellee are incorrect, and that the converse of those propositions must be adopted.

I will in this opinion exactly follow the course which has been adopted in the argument, and examine one after another, the three points in question, and the conclusions to which I shall arrive, shall form the grounds of my judgment in this case.

1st. *Is the ordinance of the Second Municipality a violation of the Constitution of the United States? &c. &c.*

The constitutional provisions cited are the following:

Constitution of the United States. Art 1. Sec. 8. No. 1.—"The Congress shall have power to lay and collect taxes, duties, imposts and excises, to pay the debts and provide for the common defence and general welfare of the United States." *Art. 1. Sec. 8. No. 3.*—"To regulate commerce with foreign nations and among the several States and with the Indian tribes." *Art. 1. Sec. 9. No. 5.*—"No tax or duty shall be laid on articles exported from any state." *Art. 1. Sec. 10. No. 2.*—"No State shall, without the consent of the Congress, lay any imposts or duties on imports and exports, except what may be absolutely necessary for executing its inspection laws............ No State shall, without the consent of Congress, lay any duty of tonnage."

Two of these constitutional provisions are said to be violated by the ordinance in question, to wit: that which prohibits States laying any imposts or duties on imports and exports, without the consent of Congress, &c.; and that which gives Congress the power to regulate commerce, &c.

1st. We must therefore inquire, first: Does the ordinance lay any imposts or duties on imports or exports? And in order to solve the question it is necessary to ascertain the signification of the terms *duties, imposts, excises*, used in the Constitution.

Story, in his Commentaries on the Constitution of the United States, vol 11, page 419, s 947, says—"In a general sense, all contributions imposed by the government upon individuals for the service of the State, are called taxes, by whatever name they may be known, whether by the name of *tribute, tythe, tallage, impost, duty, gabel, custom, subsidy, aid, supply, excise* or other name."

That definition, in support of which many authorities are referred to, is also adopted by our Supreme Court in the case of *The State vs. the New Orleans Navigation Company*. [Martin's Reports O. S. Page 320.] "These words," (*Impost, Tax, Duty*) says the Court, "we think must be confined to the idea they commonly and ordinarily present to the mind: *exactions to fill the public coffers, for the payment of the debt and the promotion of the general welfare of the country*, not a retribution provided to defray the expenses of building bridges, erecting causeways, or removing obstructions in a water course, to be paid by such individuals only who enjoy the advantage of such labor and expense."

In *Bouvier's Law Dictionary* we find the following definitions: "*Duties*—In its most enlarged sense this word is nearly equivalent to taxes, embracing all impositions or charges levied on persons or things; in its more restrained sense, it is often used as equivalent to *customs* or *imposts*."

Customs: This term is usually applied to those *taxes* which are payable upon goods and merchandise imported or exported."

Imposts: This word is sometimes used to signify *taxes* or *duties* or *impositions*, and sometimes in the more restrained sense of a *duty* on imported goods and merchandise."

All these expressions are almost synonimous, and they all resolve themselves into the *generic word taxes*.

The party who pays a *duty*, an *impost*, an *excise*, or any other *tax*, receives no direct specific equivalent or personal benefit as a consideration, but merely his share in common with all his fellow citizens (even those who pay no taxes at all) in the general protection of government. Nor are the revenues of a government derived only from *duties, imposts*, or other species of taxes. For instance, the money which the United States receive in payment of the public lands does not come under the head of *tax*, because a correct specific consideration, to wit, land is given in return for the money paid by the purchaser. The State of Louisiana is the owner of lots and houses in New Orleans. The tenants pay a *rent* but not a *tax* for the occupancy of those lots and houses.

Under an act of the Legislature of the State of New York, churches or places of common worship were declared not to be taxable under any law of that State. An assessment being made by commissioners appointed in virtue of a law similar to one we have in this state, of the damage and benefit to be suffered or derived from the enlarging of a certain street, several churches were reported as being bound to contribute for the benefit by them respectively derived from such enlarging of the streets. They objected to the payment of the amount assessed, on the ground that churches and places of public worship were by law exempt from all taxes, and that the word *tax* comprehended every species of contribution or burden imposed by the authority of the State. The Supreme Court of the State of New York determined that the churches were not well founded in their claim. They said in their opinion "These assessments are intended and directed to be made upon the owners of lands and lots who may *receive benefit and advantage* by the improvement. The exemption granted by the act of 1801 was in the general system of *assessment and collection of taxes*, and the provisions of that act all refer to general and public taxes to be assessed and collected for the benefit of the town, county or state at large. The words of the exemption are that no church or place of public worship, nor any schoolhouse, shall be taxed by any law of this state. The word *taxes* means burdens, charges or impositions put or set upon persons or property for public uses, and this is the definition which Lord Coke gives of the word *tallage*, and Lord Holt gives the same definition in substance of the word *tax*. The Legislature intended by that exemption to relieve religious and literary institutions from these public burdens. But to pay for the opening of a street in a *ratio* to the *benefit or advantage* derived from it, is no burden. It is no *tallage* or tax within the meaning of the exemption. Why should not the real estate of a minister as well as of other persons pay for such an improvement in proportion as it is benefitted. There is no convenience or hardship in it, and the maxim of law that "*Qui sentit commodum debet sentire onus*" is perfectly consistent with the interests and dictates of science and religion—[11 *Johnson's Reports, page 80*.]

I have quoted the preceding opinion at length, not only because it contains a legal definition by Lord Coke and Lord Holt, of the generic word *tax*, (including as we have seen above in Story, *duties, imposts, excises, customs &c. &c.*,) conformable to the definitions already stated; but also because it shows that the *equivalent*, the *remuneration*, the *payment* for a *benefit* or advantage obtained, is neither a burden nor a *tax*.

Now, let us see what wharfage is, and whether it can in any manner fall under the denomination of *duty, impost, excise, custom*, or any sort of taxes.

And first let us take the definitions of ordinary Lexicographers. *Bailey's Dict'y.—Wharf*: a broad plain place near a creek or hithe, to land or lay wares on, that are brought from, or to the water." *Wharfage*: "the fees which is due for landing or shipping goods at a wharf."

Johnson's Dict'y.—Wharf: "a perpendicular bank or mold raised for the convenience of lading or emptying vessels; a quay or key." *Wharfage*: "dues for landing at a Wharf."

☞ See Webster's and Walker's Dictionaries.

Next let us take the definitions given in Law Dictionaries.

Tomlin's Law Dict'y.—Wharf: "a broad plain place near some creek or haven, to lay goods or wares on, that are brought to or from the water." *Wharfage*: "is money paid for landing of goods at a wharf, or for shipping and taking goods into a boat or barge from thence."

Bouvier's Law Dict'y.—Wharf: "is a space of ground artificially prepared for the reception of merchandize from a ship or vessel, so as to promote the convenient loading or discharge of such vessel." *Wharfage*: "the money paid for landing goods upon or loading them from a wharf."

In *Petersdorff's abridgment, vol. 15, page 393*, is the following: "A wharf is a convenient place for landing, warehousing and shipping of goods. Natural ground on the bank of a canal, though used for the purpose of a wharf is not a wharf, neither is the are beach. *Rex vs Regent's Canal Company*. The term in its ordinary and legal import, means a place built or constructed for the purpose of loading or unloading goods, for the use of which *wharfage or compensation is paid to the owner*.

The word of wharfage is also used to mean the money paid by vessels for the privilege of mooring or making statement fast at a wharf, and it is so used in some of our laws, the word Dockage, is more properly used in other cities of the Union.

From the above definitions, it must be evident to every one that wharfage is neither a *duty, impost, excise, custom* nor a *tax* of any kind, but is a *remuneration*, a *compensation* paid for the use of a wharf.

2. Our second inquiry on the head of unconstitutionality, must be—Is the demanding or collecting wharfage a violation of the constitutional provision which gives Congress the power to regulate commerce?

The principle seems to be, that even where Congress has not exercised its power to regulate commerce in passing any act controlling State legislation, over a particular subject which may partake of the nature of a commercial regulation, such a regulation under the authority of a State may be valid.—(*Wilson and others: 1st, the Blackbird Creek Marsh Company; 2d, Peters' Rep. p. 245*.)

In the leading cases upon this question—" the question of inconstitutionality of a State law on the ground that it assumes to regulate commerce"—where the state law has been held to be unconstitutional, there was an actual conflict between the legislation of Congress and that of the State upon the right drawn in question.—"9 *Wheaton*, 196;" "12 *Wheaton*, 446;" "6 *Peters*, 515;" and in all such cases the laws of Congress are supreme, and the State law though enacted in the exercise of powers not controverted, must yield to it."—*Judge Thompson's opinion in the case of the city of New York vs. Milne*—11 *Peters'*, 142.

It was justly observed in that same case of the *City of New-York vs. Milne*, that many regulations may be applied in the commercial cities to business matters connected with commerce which are not commercial; the building of ships the preservation of harbours, of wharves, the keeping open of rivers, may all be subjected to state laws. These are but the instruments of commerce, and not commerce itself."

"Laws regulating turnpike roads, ferries (and I add wharves), are not so much regulations of commerce as of police."—(*Story's Com. on the Constitution, abridged, pages 367, 368*.)

"As to laws affecting ferries, turnpike roads, and other subjects of the same class, so far from meriting the epithet of commercial regulations; they are, in fact, *commercial facilities* for which by the consent of mankind a *compensation is paid*, upon the same principle that the whole commercial world submit to pay light money to the Danes."—(*Gibbons vs. Ogden; 9th Wheaton, p. 203*.)

In the very celebrated case of the *United States vs. New Orleans*, the question arose whether the establishment and regulation of wharves were within the constitutional power of Congress to regulate commerce. The Attorney General of the United States had contended in argument that the United States under the power to lay and collect imposts and to regulate commerce, might undoubtedly acquire and hold wharves, &c. and regulate, the police of quays and wharves. Mr. Livingston, on behalf of the city of New-Orleans, most strongly denied the position, and the Supreme Court of the United States, in their judgment, positively declared that the constitution did not authorise a similar jurisdiction in any of the states, and that no jurisdiction of the Federal Government for purposes of police or otherwise could be exercised in any State of the Union, except over such places, the jurisdiction over which had been, according to a provision in the constitution, ceded by such State to the Federal Government for the establishment of forts or other military works.—(10 *Peter's Reports*, p. 662 and seq.)

The above authorities, to which many more from the books could be added, establish clearly, 1st, That the building and regulating of wharves is not a violation of the constitutional power of Congress to regulate commerce. 2. That Congress would exceed their constitutional powers, were they to legislate upon this subject.

Is the Second Municipality under the existing laws authorized to pass the ordinance in question, or is it prohibited from doing so?

I shall on this question examine two points. 1st. The right of the Municipality to establish Wharves. 2d. The right of demanding Wharfage for the use of the Wharves thus established.

1st. *As to the right of establishing Wharves.* By the South Art. of the Civil Code of Louisiana, it says, the corporation of cities, towns, and other places, may construct on the public places, in the beds of rivers and on their banks, all buildings and other works, which may be necessary for public utility, for the mooring of vessels and the discharge of their cargoes, within the extent of their respective limits."

The 6th section of the act of the Legislature, approved March 8th, 1836, and commonly known by the name of the Division Act, provides that: Each of the said Municipalities of the City, shall possess separate corporate rights and are hereby declared to be distinct corporations, and shall possess generally all such rights, powers and capacities as are usually incident to Municipal Corporations, and in general shall possess and exercise within their respective limits, all such powers, rights and privileges as are now possessed and exercised by the Corporation of New Orleans.

The 11th section of the same act provides among other things that: Each of the aforesaid corporations (the three Municipalities) shall have the exclusive right to make and enforce all public laws and regulations within their respective limits, and to regulate and at their own expence make all improvements to the streets, public squares, wharves, and other public property, the use of which is now common.

By the 26th section of the same act, the General Council of the City, is among other things authorized to fix a uniform rate of wharfage, to be paid by ships, steamboats and other crafts mooring in front of all the parts of the city.

The wharfage spoken of in this section is what I have in the definition of the words called *Dockage*. The Legislature in providing that the general council of the City of New Orleans, should have the right to fix a uniform rate of *Dockage* for the three municipalities, were evidently actuated by the desire of preventing a fatal collision between the different municipalities; but nothing authorizes a conclusion that by placing the power to regulate the rate of *Dockage* in the general council, they intended to prohibit the charging of *Wharfage* on goods, by each of the municipalities, the reverse might perhaps with much reason be contended for.

2d. *As to the right of demanding wharfage, &c.*

On the taking possession of Louisiana by Spain, the Spanish Governor, O'Reilly, by his ordinance, or proclamation, assigned several branches of revenue to the city of New Orleans, and among others: "To enable the city to defray the expenses necessary to keep up the levee, an anchorage duty was granted to it, of $6 upon every vessel of 200 tons and upwards, and half that sum on smaller ones.—[F. X. Martin's History of Louisiana, page 19.]

By the 2d section of an act of Congress entitled "An act for laying and collecting duties on imports and tonnage within the territories ceded to the United States by the treaty of the 13th of April, 1803, between the United States and the French Republic, and for other purposes," approved February 24th, 1804, after declaring that "All duties on the exportation of goods, wares and merchandise, from the said territories, as well as all duties on the importation of goods, wares and merchandise, into the said territories or the transfer of ships or vessels, and on the tonnage of vessels, other than those laid by virtue of the laws of the United States, shall, from the time when this act shall go into operation, be [illegible] and determine, [illegible] that [illegible] herein contained shall be construed [illegible] on account of dockage, wharfage, or the right of [illegible] by the levee of the city of New-Orleans, which several *fees and charges* shall, until otherwise directed, continue to be paid and applied to the same purpose as heretofore.

This last provision shews not only the assent of Congress at the time Louisiana was a territory under the immediate control of the federal government to the payment of *wharfage*, but it shews also that far from considering wharfage as a duty on imports or exports, Congress considered it as a *fee* or *charge*, the allowing of which, if indeed it had been a duty, would have been an evident violation of the constitutional clause. [*Constitution of the United States. Art 1. Sec. 8. No. 1*]—that "duties, imposts and excises shall be uniform throughout the United States."

The 4th section of an act of the Territorial Legislature, entitled an act concerning the police of the shores of navigable rivers and for other purposes," approved February 18th, 1808, provides that "any person, who shall be convicted of having received any compensation for the landing of any embarkation, (water craft,) before his land, or for any other use permitted by the laws of this Territory, which provide that the shores of navigable rivers shall remain free for the common use of all men, shall, for each contravention of that kind, be fined not less than five hundred dollars; *provided that the present provision shall not be applicable to the duties which corporations of cities or towns have a right to establish in their ports.*"

The law just cited having been passed under the territorial government, and having never been disapproved by Congress, was virtually confirmed by that body. (*The State vs. The New Orleans Navigation Company, 11th Martin's Reports, O S page 319. Section 4th of the act of Congress—"erecting Louisiana into two territories and providing for the temporary government thereof," approved March 26th, 1804*), and acquired the force of a law of Congress itself.

After reading the above quotations, it can certainly not be denied that there are laws authorizing the city of New Orleans to exact wharfage. That there be no specific and nominal provision to that effect, is easily understood and explained. The right is derived from the general powers inherent to all municipal corporations, and recognised by the laws, not only of this state, but of every other country. It naturally arises from and is the reasonable consequence of the right of building wharves, and of the expenses necessary to keep them in repair, which right, as we have seen above, cannot be denied. Wharfage is remuneration for a facility, a convenience afforded to shipping or landing goods. It may be assimilated to the facility afforded by a dray or a cart to carry goods from a store to a ship or from a ship to a store; to the facility afforded by a lighter to land goods from a ship riding at anchor some distance from the shore. There is no legal ground for requiring wharfage from a person using a wharf to ship or to land goods, than for requiring a fee for a stall or stand in a market from the person using it to sell meat or vegetables;—and should I have mentioned markets, I should like to know, whether the right on the part of either of our city corporations to exact money for the occupancy of stands or places in their markets, has ever been questioned or doubted. I am not aware, however, of the existence of any specific and positive law authorizing our municipalities to build markets, and to require compensation from those who sell their goods there. But whether there exists any such law or not, the building of markets by our city corporations is an exercise of one of their municipal and police powers and the right to charge the occupation of places in such markets is the necessary consequence of the building and keeping them in repair.

The right of charging wharfage is so clear to my mind in the grounds before stated, that I deem it useless to refer at full length to the numerous authorities which have been cited by the appellants, and shall merely indicate some of them.

1 *Dane's Abridgment* 173 *and sequel. Lex Mercatoria Americana* 160 *and sequel.* 7 *Cowen's Reports, page* 361, 3 *Barward's Digest* 2 *McCord's Reports* 100, &c.

It has been said in argument by the appellee's counsel, that the improving of that bank of our river, for which the people of the right to demand it by articles 444 and 445 of our civil code, and I believe by the laws of every civilized country, should be a wharf or not, is a perfectly plain [illegible]. It is not unreasonable in the case of the wharf. It was [illegible] being the consideration paid for using the wharf, if the wharf is not used no wharfage can be demanded, and that where there is no wharf there can be no wharfage.

But the goods in the case having been shipped by using one of the wharves of the 2d municipality, and it does not appear to me necessary to inquire into any ridiculous pretension which either of the municipalities might, but which, at least to my knowledge, they never did, set up, to the collection of wharfage on goods landing or landing of which none of their wharves were used. It would be tantamount to requiring house rent from a man sleeping in a street, or square, and such pretension would be laughed at.

Nor can I consider the establishing of the wharfage complained of, as a mere means of general revenue, or of bettering the currency, although it is observed that the expenses hitherto incurred by the second municipality for building their wharves and keeping them in repair, have been lavish. We have not very often experienced that works of craft, have we not very often experienced that works of that kind on the river Mississippi, were destroyed in a few hours, and that it required immense expense to repair or build them anew, and is it the recurrence of such an event so improbable that it should not be guarded against? Besides, on deciding a case like the present, a court of justice is bound to inquire rather into the *right* the municipality had to build wharves and charge wharfage, than into their *motives* for doing so.

It has also been argued that, admitting the right to charge wharfage is, to admit the right to charge exorbitant rates; the danger suggested in this case might be pleaded in every case where a right should be used—But if such danger should ever be realized, the remedy might soon be applied, and the forum of a power which might easily reduce the exercise of the right to reasonable and proper limits. The rates of wharfage, however, fixed by the ordinance of the second municipality, can hardly give rise to such an apprehension; for on comparing them with the rates in the other cities of the Union, and among others those of Boston and Baltimore, it is difficult to discover any material difference.

It may perhaps be proper to observe that the excitement which appears to have been created here by the establishment of wharfage on goods is somewhat extraordinary, when it is considered that the opposition comes principally from persons who quietly submit to the charge in almost every other city of the Union, (and I might say of the Commercial World) where its constitutionality, legality and propriety has never been a matter of doubt. When it is a fact beyond contradiction, that the establishment of wharves in New Orleans has perhaps done more towards facilitating commercial operations, and diminishing commercial charges than in any other place. But as it may, this Court is called upon to decide the case presented on its merits, and not on any other consideration.

3d. *Admitting the constitutionality and legality of the ordinance in other respects, is it or is it not illegal in so far as it makes the masters of vessels responsible for the Wharfage?*

The proposition contained in the 3d ground taken by the Appellee, when it was first contended, appeared to me entitled to some weight, but after a moments reflection, I became convinced that there was no strength in it. If the right to impose wharfage on goods exists, as I believe I have shown it does, it might be like the Dockage directly imposed on the master of the vessel, shipping or landing the goods, and if this could be done *directly*, it is not easily perceived why it should not be done *indirectly*, although I admit that the converse of the principle would not hold in law. But it is evident that the responsibility of the master fixed by the ordinance is imposed upon him in his capacity of husband of the ship, like the responsibility for anchorage, seaman wages, &c. &c., in his capacity of bailee of the goods, of the cargo, of the ship. As such the master is in fact the most proper person to be looked to for the payment of the wharfage; he is not only more easy to be found, but he is always secured upon the goods to wit, by the actual detention of them, when he takes them off, and by his privilege on them for freight and charges when he brings them in. I am persuaded by even the usage regulations of Boston and of Baltimore, where the same liability is imposed upon masters of vessels. I am not aware that there it ever was objected to; and certainly no one will for a moment contend, that in those cities people are so ignorant of their rights or so little disposed to defend them, as slightly to submit to what would be a violation of those rights.

Finally the clause in question is not a new one, and its legality has never been doubted. Our legislature at their last session passed a law, establishing a tax in favor of the Charity Hospital, on passengers arriving in this city by water, and they in like manner declared the masters of vessels, on board of which the passengers arrived, responsible for the collection and payment thereof.

From all the preceding reasons, the Court being fully satisfied that the ordinance of the second municipality of the city of New Orleans, establishing a wharfage on goods shipped or landed on their wharves, is not unconstitutional and that so far at least as the present case is concerned, no illegality in said ordinance, nor in the application there of has been shown.

It is ordered, adjudged and decreed, that the judgment of the Presiding Judge of the City Court of New Orleans be annulled, avoided and reversed. And this Court proceeding to render such judgment as should have been rendered by the Judge a quo, and to reinstate the judgment originally rendered by Wm. Grivot, Esq., Associate Judge of the said City Court, it is further ordered adjudged and decreed, that the second municipality of the city of New Orleans, plaintiff in the case, recover from the defendant, Captain E. Wood, of the ship Alabama, the sum of one hundred and forty-three dollars and sixteen cents, and the costs of suit in the three courts.

RAWLE, EYMA, R. HUNT, MAZUREAU, ROSELIUS, } for plaintiff.

BENJAMIN, for defendant.

Commercial.

NEW-ORLEANS, MONDAY NIGHT, October 10, 1842.

Since Friday last the business in the Cotton-market has been to a very moderate extent, the sales having only reached 1700 bales. Prices are again a trifle easier although no decline can be quoted. The already heavy stock is daily increased by large arrivals, and prices will shortly be put to a severe test, when such considerable quantities are placed on the market.

LIVERPOOL CLASSIFICATION.

[illegible]

There is nothing doing in Sugar, and prices are steady. We look for receipts of the new crop every moment.

Exchange continues exceeding y difficult of sale, and the rates are still progressing downward—New York 60 days sight [illegible] cent discount—Sight Checks [illegible] cent discount—Sterling par @ 1 ☞ cent. dis. [illegible]

There was no material change to-day in the value of [illegible] Bank notes. Municipality money has improved [illegible] since of the decision in favor of the Wharfage tax to-day by Judge Maurian. First and Second [illegible] ☞ cent discount. Third, 34 @ 40 ☞ cent [illegible]

TRADE AND COMMERCE.

[illegible]

MARINE INTELLIGENCE.

PORT OF NEW-ORLEANS.

[illegible]

ORLEANS BALL ROOM.

Monsieur Tonson come again!!

The public is respectfully informed that the Orleans Ball Room will reopen on SATURDAY Evening next, the 15th instant, by a

GRAND DRESS BALL;

and in consideration of hard times the admittance will be reduced.

Gentlemen, ... $1 00
Ladies, gratis.

Doors open at half past 8 o'clock p. m.
LE TRIGANT, Manager.
New-Orleans, Oct. 11, 1842.

ACADEMY

For Young Ladies, under the direction of
MRS. AUGSPURG.

New Orleans, Royal street, between St. Louis and Conti, No. 164.

MRS. AUGSPURG begs leave to inform the public, that she will open a DAY and BOARDING SCHOOL for Young Ladies, on the first Monday of November. The greatest care will be taken to promote the moral and the intellectual development of the pupils, and to preserve their health.

TERMS:
BOARDERS—
General Instruction in French, English, Drawing, Plain and Fancy Needlework, and all necessary branches, } $30 per month in advance.
Piano lessons, ... 10 do. do.
Singing lessons, ... 10 do. do.
Washing, ... 5 do. do.

DAY SCHOLARS.
General Instruction in French, English, Drawing, Plain and Fancy Needlework, and all necessary branches, } $6 per month.
Do. for children less than 8 years old, ... 5 do.
Do. for Day Boarders, ... 10 do.
Piano lessons, ... 10 do.
Singing lessons, ... 10 do.

Private lessons will be given in the Spanish and German languages.

No extra charges are made for books, slates, quills and paper.

Each boarder must have her own bed and bedding, which is returned at her leaving the establishment.

Boarders are permitted to go out or to receive visits on Saturday and Sunday only.

IN BANKRUPTCY.—T. Corbaney [illegible] Eastern District of Louisiana [illegible] order of Court issued from the [illegible] District Court of the United States, for the district aforesaid, I will expose to public sale on Wednesday the 2d November, 1842, at 12 o'clock, M. at the City Exchange, St. Louis street, between Chartres and Royal streets:

The undivided half of five lots of ground, situate in the [illegible] of this city, in Union street between Liberaux and Tonti streets, and designated by numbers fourteen and fifteen, in square number eighty three, on a certain plan drawn by Charles F. Zimpel, which said lots of ground measure each, American measure, thirty feet front on Union street, between Liberaux and Tonti streets, by one hundred and twenty feet in depth; together with the undivided half of the improvements thereon.

Terms of sale—One fourth cash and the balance at 3, 6 & 9 months credit, with notes satisfactorily endorsed and bearing mortgage until final payment.

Acts of sale at the expense of the purchaser, before Laroque Turgeau, notary public.

A. SIDNEY ROBERTSON, U. S. Marshal.

NOTICE.—The subscriber informs his friends and the public in general, that he has no longer any interest in the store of Mr Bruzon, kept by Mr Montandon, and that he will pay no debts contracted by the firm of Terrade & Bruzon.
JEAN TERRADE.
Frenchmen street, between Victory & Moreau sts.

DOG COLLARS.
NOTICE.—A very large assortment of Dog Collars, of all sizes, may be found at F Leverrier, No. 76 Chartres street, between Bienville and Conti streets.

OPENING OF THE RESTAURAT OF THE MINT.
MR. CHAPON, well known for many years in this city, has the honor to inform the public and his friends, that he has just opened a restaurat, by the name of the Restaurat of the Mint, at the corner of Barrack and Old Levee street, opposite the Mint.

He will neglect nothing to render it agreeable to all who may visit his new establishment.

$20 REWARD.
RUNAWAY from the Lower Press, the boy WILLIAM, alias BLACK WILLIAM, he is about 5 feet 5 inches high, has a small, round, very black face, a quick step, had a straight iron collar round his neck when he left, but has been seen without it since, and pretty well dressed. He is supposed to be lurking about the New or Old Basin, and at night about Rampart street.

The above reward will be given to whoever will bring him back to the Press, or lodge him in the Jail.
D. F. GUEX, Secretary.

$20 REWARD—Runaway from Lardier's plantation, the boy JACOB, 5 feet 6 inches high; he is lame of the right leg, and drags the foot when stepping, has a clear complexion, crafty look, long hair and some beard on the chin; he may be about 40 years old, when he left he had just been very severely whipped. He belongs to Mr Babet Mendez. The above reward will be given to whoever will bring him back to the subscriber, or lodge him in a jail.
D. F. GUEX,
New Orleans, Oct 10th, 1842. Lower Cotton Press.

FRENCH WINTER CLOTHING.

Now just opening, and at prices as low as last year, notwithstanding the New Tariff,

At the Cheap Cash Store, No. 36, Chartres Street.

LOISON & SILVESTRE inform their friends and the public that they are now receiving by the last Havre packets, a large and fine assortment of Winter Clothing, made in Paris, and of the latest fashions, for men, boys and children, which for quality, style, and elegance, are not surpassed in any store of this city. They offer principally—

Paletots made de laine, quilted and pilot cloth; Cadule's and other French descriptions of heavy cloth, lined with leather cloth, latest fashion at $16, $20, and $26.

Paletots—same kind of goods, lined with silk and quilted; very fine at $30.

Flying and Greek Paletots, a new fashion; fine black cloth dress coats and other fashionable coats, at $20 and $25.

Frock coats—black and other fashionable colors, at the same price; black cassimir pantaloons, and a large assortment of colored pantaloons, new patterns at $5 and $12.

Cashmere vests, a large assortment of choice and fashionable patterns, at $1 50 and $5 50.

Velvet and black satin vests; also a great variety of satin and silk vests, new patterns, at $3, $4, and $5.

Peluche Roundabouts.

Cashmere morning gowns and other kind of stuffs, of a variety of form, some quite new; flannel under shirts and drawers.

Linen shirts, linen bosoms do; shirt collars, cravats, satin and cashmere scarfs; satin stocks of other styles, suspenders, cambric handkerchiefs, gloves, &c.

CLOTHING FOR BOYS AND CHILDREN.
Mantelets for children of 2 years, roundabouts, frock and dress coats, paletots, pantaloons, satin vests, a great variety of each and part at very low prices.

They have also a large assortment of Common Clothing for men and boys, at equally low prices.

PIECE GOODS.
French Cashmers, an assortment of new patterns, for pantaloons;
French black cassimere and satin for do;
French black and blue broadcloth;
French heavy goods for winter pantaloons;
French cloth for do. for ladies dresses;
Fancy stuffs for vests, coats and paletots;
French buttons, &c. &c.

N. B. The undersigned, will sell the above goods by wholesale or retail.
LOISON & SILVESTRE, 36 Chartres st.

TAPPISTRO'S NEW WORK!
RANDOM Shots and Southern Breezes; containing critical remarks on the Southern States and Southern institutions, with semi-serious observations on men and manners. By Louis Fitzgerald Tasistro, author of "The Revolution of July." "Frenologiste's Travels in the Moon," "Reminiscences of Bear Hunting in Moldavia," &c. &c. &c. In 2 vols.
Just received and for sale by
McKEAN & CASEY, corner of Camp and Common streets.

CHEESE.—25 boxes Goshen cheese, in store and landing from ship Alabama, for sale by
J W STANTON & Co. corner Magazine and Lafayette sts.

SPERM CANDLES.—100 bxs New Bedford sperm candles, in store and landing, for sale by
J W STANTON & Co, corner Magazine and Lafayette sts.

BAGGING, ROPE AND TWINE.—200 pieces heavy 4 inch Kentucky, and Missouri bagging; 400 coils rope small size and even; 20 trusses twine, in store and for sale by
HAWTHORN & WOODS, 62 Gravier st.

PAPER HANGINGS.—A splendid assortment of about 1000 rolls, of various qualities, in bales of 200 rolls, recently received and for sale by
J E LORFILHE, corner Royal and Customhouse sts.

WATER CASKS—24 fine water casks in store and for sale by
FOSDICK & BRO, 66 Camp st.

EXCHANGE on New York at 60 days sight, in sums to suit purchasers, for sale by
HAWTHORN & WOODS, 62 Gravier st.

RIO COFFEE.—Of superior quality and in double liner sacks, for sale by
GEO GREEN & BRO, 82 Gravier st.

HAVANA SEGARS—A general assortment of choice brands, always on hand and for sale by
MANUEL BLASCO, 26 Common st.

HAVANA SUGARS—White and yellow, prime quality, for sale by
MANUEL BLASCO, 26 Common st.

SOAP—300 boxes 45 lbs. each, in store and landing, for sale by
J W STANTON & Co, corner Magazine and Lafayette sts.

COFFEE.—100 bags Rio coffee, landing from ship Alabama, and for sale by
J W STANTON & Co, corner Magazine and Lafayette sts.

GOSHEN BUTTER.—25 firkins prime Goshen, landing ex ship Alabama, and for sale by
WOOD & SIMMONS, 80 Magazine st.

DEMIJOHNS—1000 1 and 2 gallon demijohns, in store and for sale by
WOOD & SIMMONS, 80 Magazine st.

PORT WINE—100 qr. casks superior Port Wine, in store and for sale by
WOOD & SIMMONS, 80 Magazine st.

YOUNG HYSON TEA—75 13 lb. caddies young hyson tea, in store and for sale by
WOOD & SIMMONS, 80 Magazine st.

PORK—50 bbls of prime pork, 50 bbls of soft prime at Sonanté inspection, for sale by
FOSDICK & BROTHER, 66 Camp st.

CORDIALS IN PORCELAIN JUGS—In boxes of 12 jugs, for sale by
J E LORFILHE, corner Royal and Customhouse sts.

$5 REWARD.
Lost on the 14th September last, a GREY HORSE, having the mane and tale cut, stamped on the left thigh and shod on the four feet. The above reward will be given to whoever will bring him back to the undersigned.
J DUVAL, Domaine street near the Draining Engine.

HORSES IN POUND—A grey horse about 5 feet high, was brought to the syndic of the parish of St. Bernard, on the 22nd September. The owner is requested to claim said animal, by applying to Mr. Antoine Marrero, between the St. Amand and Bienvenue plantations.

FOR SALE.

At the Furniture Store, No. 27, Condé Street, Opposite Madison Street.

FOR CASH in Third Municipality notes and suspended Bank paper, beds, armoirs, tables, desks, billiard tables, &c. the whole made and finished in the latest style.

Apply at the said store, or at the Cabinet Ware-House, No. 28 Condé street, between Maine and St. Philip streets.

WANTED—A nurse well recommended. Apply to the office of the Bee, on Wednesday, from twelve till two o'clock.

TO HIRE—A GOOD WET NURSE—Apply at this office.

CAUTION—The public is respectfully cautioned by the subscriber, not to pay any money over to WM. SMITH, or trust him on my account, as he is not out of my employ.
F. A. CONANT, Girod street, between Circus and St. John streets.
New Orleans, October 8th, 1842.

FIRST VOL. ROBINSON'S REPORTS—The first vol. of this work, being the continuation of the Louisiana Reports, is now completed and ready for delivery at the store of the undersigned, No. 46 St. Charles street, next door to the corner of Gravier and St. Charles streets.

The subscribers to this book are requested to call for it, and to pay the amount ($7 in specie funds,) as no copy will be sent out or be delivered without pay.
E JOHNS & Co, Publishers.

COKE—The Gas Company have reduced the price of coke to thirty, seven and a half cents cash per barrel, at the Gas Works, or they will deliver it free of cartage in quantities, of not less than fifty barrels, on any of the paved streets.

Families who have never used coke are invited to make a trial and convince themselves of its superiority as an article of fuel, both as to cleanliness, economy and easy ignition, it burns without smoke or soot, and for any purpose where a clear, steady, cheerful fire is required, it is unequalled.

Orders left at the Gas Office in Common street before 12 o'clock noon, will be executed the same day.
DAVID JOHN ROGERS, Sup't N. O. Gas Dep't.

FOR TAMPICO AND VERA CRUZ—The steamer CHAMPION will leave for the above ports from the 12th to the 15th instant, and can admit yet 30 to 60 tons of freight. For freight or passage, apply to
A. BAUDOUIN, 23 Royal street.

The steamboat WALKER, will hereafter leave the Lake end on every Tuesday, Thursday and Saturday, after the arrival of the half past 9 o'clock, A. M. cars.

Returning on Mondays, Wednesday's and Friday's in time for the half-past 4 o'clock, P. M. cars.

Regular Weekly Packet.
FOR PENSACOLA AND MOBILE.
Every Tuesday Morning.
Splendid pleasure trips, touching at bay St. Louis, Pass Christian, Pascagoula and Mobile, and to remain at Pensacola thirty-six hours.

The splendid new low pressure steam packet CREOLE, Capt R A Hiern, will leave the Lake end of the Pontchartrain Railroad every Tuesday morning, on the arrival of the 8½ o'clock cars—touching at the above Watering places in daylight and at Mobile—will arrive at Pensacola on Wednesday evening, and remain until Thursday night. Returning, will arrive at New Orleans on Saturday morning. For freight or passage apply to
J & S GEDDES, Agents, 21 Commerce st.

LAKE AND MOBILE PACKETS.
Regular Weekly Packet.
For Bay of St. Louis, Pass Christian, [illegible]. The splendid new low pressure steam packet CREOLE, Capt. R. A. Hiern, will leave the Lake end of the Pontchartrain Railroad every Saturday morning, on the arrival of the [illegible] day morning. For [illegible]

[illegible]

FOR LIVERPOOL.—The new A 1 barque CLA[illegible], Capt. Perkins, having considerable cargo on board, will sail as above. For freight apply on board, opposite Triangle Buildings, or to
S & J P WHITNEY, 73 Camp st.

FOR LIVERPOOL—To-morrow—The superior new ship OAKLAND, capt. Berry, will leave as above. For passage only having fine accommodations, apply on board, opposite Orleans Press, or to
S & J P WHITNEY, 73 Camp st.

FOR LIVERPOOL—The A 1 superior ship SUSAN DREW, capt Ranlett, will meet with dispatch, having most of her cargo engaged. For freight of 300 bales cotton or passage, having fine accommodations, apply to the master, or to
S & J P WHITNEY, 73 Camp st.

FREIGHT FOR CHARLESTON.
WANTED—A good vessel to load for Charleston. Immediate despatch will be given. Apply to
J H ASHBRIDGE, 67 Camp st.

FOR NEW YORK—The A 1 fast sailing barque MARY & JANE, Captain S. Flitner, having a portion of her cargo engaged, will have despatch for the above port. For freight or passage, apply on board or to
J H ASHBRIDGE, 67 Camp st.

FOR NEW YORK—The A 1 coppered and copper fastened ship ZOTOFF, captain Morrill, having the principal part of her cargo engaged, will be despatched immediately. For freight or passage apply to
L H GALE, 20 Commerce st.

FOR BOSTON—The A 1 fast sailing ship TYRONE, J A Spear, master, is now loading for the above port. For freight or passage, having good accommodations, apply to the master on board, or to
S & J P WHITNEY, 73 Camp st.

FOR NEW YORK—The A 1 superior ship CLINTON, captain Hartley, having considerable of her cargo engaged, will receive quick despatch. For freight or passage having good accommodations, apply on board, or to
S & J P WHITNEY, 73 Camp street.

To sail on Wednesday, October 12th.
FOR LIVERPOOL—The fine new A 1 ship CHAOS, capt. Wish, having the greater part of her cargo engaged, will have despatch. For freight or passage, apply to the captain on board or to
GEO GREEN & BRO, 82 Gravier st.

POINT COUPEE, October 8th, 1842.
NOTICE.—TO RENT, for keeping a Public School.
The buildings wherein was held the Poydras Academy, consisting in a two story brick building, kitchen, out houses, pigeon houses, &c., a large garden, enclosed with pickets, a large yard, finally all constituting an establishment of that kind.

The persons wishing to rent the said buildings must forward their sealed proposals, before the 1st December next, to the undersigned, President of the Administration; it must state the price offered and the length of time for which they will contract, the price that they propose to ask for the board and tuition. The said proposals shall be opened the first Monday of December, and the persons who have made them must come and show the recommendations of capacity, to keep such an establishment. The administration shall furnish a certain number of boarders students.
GUSTAVE DELAMARE, President of the Administration of Poydras Academy.

FOR RENT—The three upper floors over the Ocean Insurance Company, corner of Camp and Gravier streets. The second and third have each five finished rooms, suitable for offices and sleeping, and third is a spacious loft. Will be rented in block to a punctual tenant, and possession given on the 1st of November next. For terms apply to the Western Marine and Fire Company.

TO RENT—The two desirable 3 story brick stores, No. 24 and No. 27 Gravier street, at present occupied by Messrs. L. A. Lewis & Bro. and Mr E. Lorraine. Possession given on the 1st November. Apply to
WOOD & SIMMONS, 80 Magazine st.

FOR SALE—On very moderate terms, a well accustomed COFFEE HOUSE, together with a fine billiard table and all that is useful in a house of that description. This coffee house is most advantageously situated in Plaquemine, parish of Iberville, opposite the steam boat landing, and does mostly in cash.

For further information, please apply to Mr. Laliberte, corner of Royal and St Ann streets, or to Mr. Bissell, in Plaquemine.

TO RENT—The store No. 34 Customhouse street. —The store No. 50 Camp street. Possession given immediately. Also, the stores Nos 7 and 102, Royal street, with the warehouse in the rear. Possession given on the 1st of November. Apply to
WM GRANT, 28 Customhouse street.

STATE OF LOUISIANA—Parish of Jefferson—Court of Probates—Succession of Mrs. Maria Holliday, deceased.—On Tuesday, the 11th day of October next, at 12 o'clock M., by virtue of an order of the Court of Probates, in and for this parish. The undersigned Judge, will offer at public sale on the plantation of said Mrs. Holliday, the following moveable effects, viz:

The household furniture, horses, mules, milch cows, oxen, &c. &c.

Terms and conditions of sale:
For all sums under $20 cash, and all sums over fifty dollars payable in all March next, 1843, for approved endorsed notes payable at the Mechanics' and Traders' Bank of N. Orleans, and bearing ten per cent. interest from maturity if they are not punctually paid.
N. DUGUE, Judge.

TO THE HEIRS OF THE LATE WM. HILL, deceased of Va.—The heirs and distributees of William Hill, deceased, late of Sussex county, Virginia, are hereby notified that there is still remaining in my hands an undistributed portion of the estate of said Hill, which has not yet been applied for, and to which they are entitled; and I am required by a decree of the Superior Court of Law and Chancery for the county of Sussex, to give notice to the heirs generally, that the said residuary fund will be distributed (pro rata) amongst those of the heirs who shall make application to me for the same by the 1st January next. The parties interested are therefore requested to make application by the time specified, either in person, or by agent or attorney, or by letter. If by letter, the postage must be paid. My address is "Orderevilla, Dinwiddie county, Virginia."
THOS WITHERS, Jr. Ex'r. of Wm. H. Bradsan, deceased

STOLEN—From the store of Messrs. Lewis & co. on Sunday evening last, a 1st Bank Bill, marked Wm. Grant—a part of the contents have been found on the Levee, between Bienville and Customhouse streets and among the papers not are still missing is a note drawn by Jos. Barton, endorsed by Jos. Walsh, Freret & Bro, and Wm. Grant, for $1,000, bearing 5 per cent interest, dated 1st of August, 1836, payable in 21 months, protested. A small Bank Book containing receipts of annual payments of $200, interest money to the Bank of Louisiana, by J. R. Wolf; a note drawn by D. Canova, for $47 71 to the order of J. R. Wolf; a Merchants' Bank Check on New York, in favor of E. W. & W. Hutchings, protested. Certificate of 12 shares of Western Insurance Co stock; certificate of 12 shares of Merchants Insurance Co stock. It is supposed that some of the above may have been picked up on the Levee on Monday morning. Any person having found them will be rewarded by leaving them at
WM. GRANT, 28 Customhouse st.

NOTICE—The undersigned informs the public that, owing to the loss of the first of a certain bill of exchange purchased by him of the Union Bank; the other two will be retained.
JOHANN RUFLE.

DISSOLUTION—The partnership heretofore existing between the subscribers, under the firm of Cammack & Ringgold, is this day dissolved by mutual consent.
New Orleans, 8th October, 1842.
R C CAMMACK.
A B RINGGOLD.

TO THE LADIES—MADAME MACE having disposed of her fashionable Millinery and Fancy Store, to Madame LEVOIS, from and after the 1st of November next, begs leave to inform the ladies that she will, during the month of October instant, sell the residue of the stock which she has on hand, at very reduced prices:—amongst which are several dozen of fashionable winter bonnets, recently imported, in order to close an invoice. Milliners will find a very fine assortment of ribbons and silks, artificial flowers, plumes, &c. on advantageous terms.

Madame Mace requests the ladies indebted to her to settle their accounts without delay.

NOTICE.
THE public is informed that by a resolution of the Council of Wardens of the Church of St. Louis, dated September 20th inst., all demands for interments must be made, from and after the 1st October next, at the office of the secretary of the above mentioned council, opposite St. Anthony Square and adjoining the office of Register of Births and deaths.
ANT DUBUC, Secretary.

NEW ORLEANS, 29th Sept. 1842.
NOTICE to the proprietors of Wood Yards—The undersigned will receive proposals for furnishing several thousand cords of wood, to the towboat Tennessee.
A. BAUDOUIN, 123 Royal st.

DISSOLUTION OF CO-PARTNERSHIP.
THE co-partnership heretofore existing in this city, between the undersigned, under the style of Lauve, Brothers, is this day dissolved by mutual consent. The liquidation of the affairs of the concern, will be conducted by either of the two partners, who will use the signature of the firm for its liquidation only.
New Orleans, 1st October, 1842.
(Signed,) OMER LAUVE, ULGER LAUVE.

THE undersigned takes this opportunity of informing the planters as well as the public in general, that he continues the same kind of business in his own name, and for his own account. He hopes that the activity and zeal he has always shown in the old firm, will entitle him to some share of the public confidence.
New Orleans, October 1st, 1842.
(Signed) OMER LAUVE.

COPARTNERSHIP NOTICE.—The undersigned have entered into partnership, dating from 1st ultimo, under the firm of FEARN, DONEGAN, CRENSHAW & MOON, for the purpose of transacting a general commission, receiving and forwarding business in this city.
THOMAS FEARN, JAMES J. DONEGAN, ABNER CRENSHAW, ISAAC W MOON.
New Orleans, October 3, 1842.

NOTICE—This is to notify all persons that patronise my boarding and coffee-house, that after thirty days from this date, I will sell all trunks and parcels, &c. remaining in my house, and no owner to be found.
Signed, DANIEL GERBER, 9 Madison st.

NOTICE.
THE subscribers offer for sale at cost prices, their stock of dry goods, consisting of a fine assortment of fall and winter goods. The balance remaining unsold between this and the 15th October, will be disposed of that day at auction, by Vincent & De Feriet, at No 136 Chartres st.
A DUFOUR & Co, 101 Chartres st.

MEDICAL COLLEGE OF LOUISIANA.
THE Annual Course of Lectures will commence in this institution on the FIRST MONDAY in December, and continue until April.
Physiology and Pathology, ... Dr. Harrison.
Theory and Practice of Medicine, ... Jones.
Surgery, ... Stone.
Obstetrics, ... Cenas.
Chemistry, ... Riddell.
Mat. Medica and Therapeutics, ... Cartwright.
Anatomy, ... Wedderburn.
J. HARRISON, M.D., Dean.

BAGGING AND ROPE—1500 pieces bagging and rope of superior quality, in store and for sale in lots to suit purchasers, by
RINGGOLD, FERRIDAY & Co, 98 Camp street.

INFORMATION WANTED—If ROCHE DE CLAVAN and FANNY DE CLAVAN, the children of LA QUINTE DE CLAVAN and FANNY DE CLAVAN, his wife, whose maiden name was Fanny Saverie, formerly of Gonaives, in the Island of St. Domingo, will apply to JOHN D DANELS, Executor of the last will and testament of FRANCOISE GAUBE, widow, formerly of Gonaives, and who died in Baltimore in September, 1838, they will hear of something to their advantage. They were last heard of in New Orleans, about the year 1838.
JOHN D DANELS, No 36 Albemarle st, Baltimore, Md.

GARDEN NOTICE.
NOTICE.—Madame [illegible] all persons [illegible]

PIANO FORTE STORE, 130 Royal Street—J. THOS. GREENE, having returned from the west, begs leave to inform his friends and the public, that he is always ready on the shortest notice and on terms to suit the times, to repair and tune Piano Fortes, Organs and other Musical Instruments.

Grateful for past favors, he solicits a continuation of the patronage which he has hitherto enjoyed.

Piano Fortes received, repaired and sold on commission.

NOTICE.—The creditors of the estate of the late Martin Mattis, are requested to present their titles, within the shortest delay, to the subscriber, administrator of said estate.
V. PERRET, Parish of St. John Baptiste, Sept. 17th, 1842.

THE undersigned having opened a DRY GOODS STORE in New Orleans and at Paris, will be constantly supplied with the most fashionable articles in their line. They now offer for sale, at wholesale and retail, a splendid assortment of French, English, German and American Dry Goods, received by ships Vandalia and Rebecca, from Havre, and ships Gaston and St. Mary, from New York.
FORCADE & CO, 20 Chartres st.
New Orleans, Sept. 22, 1842.

CARROLLTON BANK, July 26, 1842.
NOTICE.—The New Hotel lately erected at Carrollton will be rented, the situation is one of the most eligible in the vicinity of New-Orleans. Application to be made to Mr. John Hampson, engineer, Carrollton, or at the Carrollton Bank, to
JOHN NICHOLSON, Cashier.

EXCHANGE on Philadelphia at 30 days sight, for sale by
J H ASHBRIDGE, 67 Camp st.

SALES AT AUCTION

AUCTION NOTICE.
THE subscriber begs leave to inform his friends and the public generally that his Auction Office is removed to No. 45 Magazine street, next to the Arcade Bar Room.—Having discontinued his sales of merchandize in store tenders his services for the sale of Real Estate, Negroes, Syndics and Bankrupt Estates, Port-Wardens Cargo and other out-door sales.

Attached to my office is a Broker's Office for the purchase and sale of every description of property. Persons or Institutions wishing to sell or purchase will please hand in their memorandums.
J. A. BEARD.

BY R. B. SYKES.
WILL be sold this day, Tuesday, 11th inst. at 10 o'clock, at his auction store, 31 Magazine street, opposite Banks' Arcade,

Sundry invoices of dry goods.
Also—cases boots, shoes and brogans, consisting of a general assortment.
At 12 o'clock—Groceries.

BY E. TASTET, No. 136 Chartres street.
Without Reserve.
Bankrupt sale of the First and Second Municipality.
WILL be sold on Tuesday, the 11th inst, at his auction store,

A large assortment of Dry Goods and Clothing, consisting of
Brown and bleached cottons; prints;
Mousseline de laine; ginghams; cottonade;
White and red flannels; French blankets;
Shawls; handkerchiefs; hosiery;
Flushing and cloth paletots and coats;
Cloth, satinet, kersey and cottonade pantaloons, roundabouts and vests;
Cotton and flannel shirts and drawers, suspenders, &c.
Terms, cash.

BY A. FERNANDEZ.
THIS Day, Tuesday, 11th inst., at half past 4 o'clock, P. M., to close damaged a consignment, will be sold on the Levee, opposite Ursuline street, now landing from ship Bowditch,
40 cases Marseilles and Bordeaux wine.
Conditions—Cash.

BY VINCENT & DE FERIET.
No. 136 Chartres street
Sale continued.
WILL be sold this day, Tuesday, October 11th, at 10 o'clock, the remainder of the stock of goods, purchased by B. Gedillian of Messrs. F. A. Hebrard & Co.

The goods are arranged in lots, and printed catalogues ready for delivery, until the hour of sale.
Terms, cash in specie.

BY VINCENT & DE FERIET.
No. 136 Chartres street.
WILL be sold on Thursday, 13th, Friday 14th and Saturday, 15th instant, at 10 o'clock, at their auction room,

The entire stock of fall and winter Dry Goods of Messrs A Defour & Co.

The sale will be positive, and the goods will be ready for examination on Wednesday.

Printed catalogues will be ready for delivery, specifying the different lots.

BY J. A. BEARD, Auctioneer,
Office 45 Magazine street.
To close a concern.
WILL be sold at auction, Friday, 14th inst. at half past 10 o'clock, at the store No. 38 Camp street:

The balance of a stock of goods, comprising an assortment of articles suitable for housekeepers, viz:
Door and table mats; hair and cloth brushes; cooking stoves; meal sifters; tin and wood buckets; buckets, lanterns, lamps; cooking ranges; sieves; baskets; sets of crockery; setts of knives and forks, furniture, and a variety of other goods for family use.
Terms, cash on delivery—payable in 1st and 2d municipality notes.

BY M. BARNETT, Sen.
WILL be sold at auction at the St. Louis Exchange, on Thursday, 13th inst., at 12 o'clock, M.
A two story frame house and lot, situated on the south side of Poet street, between Craps and Love streets; said lot measuring 25 feet 5 inches front by 103 feet 9 inches in depth. In the yard there is a two story kitchen, also frame house and kitchen, nearly new.

Terms.—Half cash, payable in the notes of the 1st and 2d municipalities, City, state or Commercial Banks; the balance at 6 and 12 months credit, for notes satisfactorily drawn and endorsed, bearing mortgage on the property—the purchaser having the privilege of discounting the same at the rate of 10 per cent. per annum in the notes above mentioned.

BY R B SYKES.
WILL be sold on Friday afternoon, 14th instant, at half past 4 o'clock, on the Levee, opposite Barnes & Adieu's ware-house,
250 yards Liverpool flag stone.
Terms—cash.

Positive sale of 2d municipality Property.
BY J A BEARD, Auctioneer.
Office 45 Magazine street.
WILL be sold at auction on Saturday, the 15th instant, at 12 o'clock, at the St. Louis Exchange, the following valuable real estate—

1st. A certain lot of ground on St. Joseph street, near the river, now used as a carpenter's shop and lumber yard; measures 31 feet 1 inch front, 112 feet 11 inches deep on one line and 108 feet 7 inches on the other line.

2d. A certain lot of ground adjoining the above, measures 34 feet front by 108 feet 7 inches deep. These lots narrow suddenly towards the extreme rear.

3d. Three lots of ground on Pecanniers street, (high ground,) measuring in [illegible] feet 11 inches and 4 lines front, by 127 feet 10 inches and 6 lines.

4th. A lot of ground in the city of Lafayette, one square from the Levee, measuring 29 feet 10 inches 4 lines front on Adele street by 150 feet 10 inches deep, together with a good double frame building thereon.

5th. A certain lot of ground on Front street between Gaiennie and Suzette streets measuring 21 feet 2 inches 6 lines by 91 feet deep—a very desirable property for improvement.

6th. Two lots of ground situated in Magazine, bounded by Estelle, Constance, Edward and Magazine streets. No. 1 forming the corner of Estelle and Magazine streets, measuring 23 feet by 116 depth and front on Estelle street. On this lot is a good frame house. No. 2 adjoining 34 feet 10 inches 4 lines front by 116 feet deep.

7th. Two lots of ground at the corner of Edward and Magazine streets. No. 1 forming the corner.
Terms cash—Commercial bank notes.

ALSO.
A lot of ground on Tchoupitoulas street, between Saint James and Celeste streets, measuring 31 feet front by 176 feet in depth.
Terms—One half cash, and the balance at six and twelve months credit with the usual securities.—

Acts of sale before H B Cenas, Esq., at the expense of the purchaser.

BY A. FERNANDEZ.
TUESDAY next, 11th inst., at 10 o'clock, a. m., at 79 Toulouse street, will be sold
4 6 baskets olive oil, Decouges d'Icard, of 12 and 24 cancelettes each.
100 cases genuine Frontignac Muscat.
100 do olives, capers, pickles, &c.
The whole fresh and superior quality.
Terms, cash—in Consolidated Bank notes.

J. B. BLACHE.
Syndic's Sale.
BY virtue of an order from the Honorable Court of Probates, dated February 28th, 1842.
Will be sold on Wednesday, October 19th, at the auction store No. 29 Conti street, at 10 o'clock, A. M., the following goods, abandoned by C. Huberson, to his creditors.

A quantity of ready made winter clothing, in the latest fashion, consisting of paletots, coats, overcoats, pantaloons.
ALSO.
90 scarf cravats, of brocaded black silk and satin.

BY A FERNANDEZ.
WILL be sold on Saturday, 15th October, at the St Louis Exchange.
The plantation called Plaisance, situated in the parish of Plaquemine, about 18 leagues from the city, on the right bank of the river.

This plantation of forty arpents front, by forty in depth, is covered with ash and oak trees, to the depth of twenty or twenty five arpents, and the rest consists of a high and excellent prairie for pasturage, and susceptible of cultivation.

Conditions of the sale—cash.

The plan of the plantation, divided into arpents, is exhibited at the St Louis Exchange.

The act of sale will be passed before C Pollock, notary public, at the expense of the purchasers, and the taking possession will be likewise at their expense.

BY JOS A BEARD.
Office, 45 Magazine st.
Unreserved Sale of Valuable Improved Property.
WILL be sold at auction, Saturday 15th instant, at 12 o'clock, at the St Louis Exchange:

A lot of ground with all the buildings thereon, situated at the corner of St Charles and Common streets, opposite the St Charles Exchange. The lot measures 23 feet 2 inches front on St Charles 111 feet 8 inches in depth and front on Common st, 114 feet deep on the other line, and 41 feet width in the rear.

The building is two stories high and covers the whole ground, and is very desirable for a division of offices and stores, with a good dwelling above. The whole can now be rented for $2,500 per annum, and with a trifling, the rents can be increased to $4,000.

Terms of sale—Cash in City Bank notes.
Sale positive.

Act of sale before H B Cenas, Esq. notary public, at the expense of the purchaser. The sale must be completed within 15 days from day of adjudication, or the property will be re-sold for account and risk of purchaser, and 2 publications in the city papers.

COMMERCIAL COURT—No. 3,906—Alexander Hawthorn vs. Benjamin O. Marshall—By virtue of a writ of fieri facias issued on a twelve months' bond, and to me directed by the honorable the Commercial Court of New Orleans, will be sold in the coffee-house of the City Exchange, St. Louis street, on Tuesday, October 11th, 1842, at noon:

The slave JACK; seized in the above suit.
Terms, cash.
L A DUCROS, Sheriff of the Commercial Court.

L. B. Macarty vs. Paul Delery.
PARISH COURT—No. 14,903—By virtue of an alias writ of seizure and sale to me directed by the honorable the Parish Court in and for the parish and city of New Orleans, will be sold at the City Exchange, St. Louis street, between Chartres and Royal streets, in this city, on Wednesday the 12th October, 1842, at 12 o'clock, M., the hereinafter described property, seized in the above suit, to wit:

A certain lot of ground situated in faubourg Clouet, below New Orleans, measuring, French measure, sixty feet front on the Mississippi river by two hundred and eighty feet deep, between parallel lines; bounded on the upper part by the property of Mr. Soulé, and on the lower part by that of Mr. Jerome Jorda; together with all the improvements, buildings, privileges and rights thereunto belonging, without limitation or exception.

Terms, cash.
V. ALLAIN, Sheriff of the Parish of Orleans.

Barthe & Hilgeberg vs. Richard Hagan.
PARISH COURT—No. 15175—By virtue of a writ of seizure & sale to me directed by the Hon. the Parish Court, in and for the parish and city of New Orleans, will be sold, at the City Exchange, St. Louis street, between Chartres and Royal streets, in this city, on Wednesday, the 12th day of October, 1842, at 12 o'clock, M., the hereinafter described property, seized in the above suit, to-wit:

Three lots of ground, designated as numbers fifteen, twenty-eight and twenty-nine. Lot No. fifteen situated in square comprised between Girod, Hevia, St. John and St Peter streets, and measuring twenty-eight feet six inches front on Girod street, by one hundred and ten feet in depth. Lots numbers twenty-eight and twenty-nine contiguous to each other, situated in square comprised between Girod, Hevia, St. Peter and St. Paul streets, and measuring each twenty-eight feet six inches front on Girod street, by one hundred and ten feet in depth.

Terms—Cash.
V. ALLAIN, Sheriff of the Parish of Orleans.

N. B.—The notes given in payment of the hereabove described lots of ground had been assumed by J. Hamilton and Cooper & Stewart. They having neglected to take up said notes, the plaintiffs in this case have seized in the hands of Richard Hagan, the original purchaser, being part of the unsettled business of Hagan, Niven & Co.

Mrs. D. F. Barthe vs. Jno. Quincy Osborne.
PARISH COURT—No. 15,169—By virtue of a writ of seizure and sale to me directed by the honorable the Parish Court in and for the parish and city of New Orleans will be sold at the City Exchange, St. Louis street, in this city, on Wednesday the 12th day of October, 1842, at 12 o'clock M., between Chartres and Royal streets, the hereinafter described property, seized in the above suit, to wit:

All that lot of ground situated in the faubourg Delord, of this city, in the islet comprised between Poydras, Magazine, Duplantier and Camp streets, designated as lot number forty-two on a plan drawn by L. Bringier, surveyor general, on the 12th day of May, 1836, and annexed to an act passed before D. L. McCay, notary public, on the same day of month and year; said lot measuring twenty-seven feet front on Camp street by one hundred and twenty-three feet in depth, English measure, together with all the privileges and appurtenances thereunto belonging or in any wise appertaining.

TERMS:
1st. $336, with interest from 10th May, 1836, at 8 per cent per cent per annum, and costs, cash.

2d. The purchaser to assume the payment of four notes for $336, each dated New Orleans, 10th May, 1836, and payable respectively at 7, 8, 9 and 10 years from date, with interest from date, until paid, at six per cent. and special mortgage.

3d. And the balance, cash.
V ALLAIN, sheriff of the parish of Orleans.

DISSOLUTION—The copartnership heretofore existing between the undersigned, under the firm of J Robert & Co, will expire by limitation, on the 1st October next, (1842). The firm is now in liquidation, and no partnership signature will be given except by both the undersigned jointly.
JOSE ROBERT Y GIRONA, MIGUEL MOORE.

WANTED—10 or 12 negroes, to be employed on a sugar plantation during the grinding season. Liberal wages would be given by the month, from the 15th of October next, by applying to
LAUVE, BROTHERS, 10 Toulouse st.

L'ABEILLE

PAR BULLITT, [illegible]

[illegible]

HENRY [illegible]

[illegible]