THE TREE.

PUBLISHED DAILY,

EXCEPTING DAYS HAVING

STOCK QUOTATIONS.

THE UNION—PUBLISHED AT THE OFFICE OF THE TREE.

WEDNESDAY MORNING, SEPT. 10, 1834.

APPOINTMENTS BY THE GOVERNOR.

H Johnson, Judge of the parish of Rapides, vice Locoscon.

C March, Justice of the Peace in and for that parish, vice the

Justice, coroner for the parish of Concordia, vice Girardeau, resigned.

St Gallatin Morris, Coroner for the parish of St Bernard, vice

Miles.

Peter L Fenner, President of the Board of Trustees, of the town of Monroe, Justice of the Peace for the town of Monroe.

The papers received by regards a mail are unusually barren of interest.

A regular working of the steamer Also proceedings of the council upon the petition of Messrs. Blache and others. Considering the object of the legislation of council, these proceedings cannot but excite general attention.

The Newburyport Herald says "late accounts from Owhaw (Sandwich Islands) are rather favorable. In the chief town there are about 10,000 natives and 400 foreigners. Friend just have taken great pains to provide strangers with comfortable residences and the means of social and religious instruction. But still it is not disguised that the progress of the natives is slow. This is imputed to the weak government but in footprints from the qualities of the race. The Hawaiians are indolent, dest for the higher parts of the mind incapable. The whites have obtained a hold among them; and will probably multiply, as the men decrease. When the islands shall be peopled by race of whites, they will probably become productive; and offer great commercial and maritime advantages to our nation."

[Reported for the Bee.]

MUNICIPAL PROCEEDINGS.

Sitting of 6t Sept. 1834.

The secretary to the council read the proceedings of the former sitting, together with the following letter from the mayor:

Mayoralty of New-Orleans,

SEPTEMBER 6, 1834.

To the recorder and members of the City Council:

I have the honor to inform the council, that the contract for the undertaking of bridges in the new faubourg Marigny, which was announced for the 23th August, has not been taken up, no one having made any propositions therefor. I solicit the council to inform me, whether I should put a new advertisement in the papers, or have the bridges made by the workmen in the employ of the city.

The oyster stands were sold the 25th of last month to several persons, and produced the sum of $95 30. I transmit herewith the receipt from the city treasurer for the same. I transmit likewise to the council, a petition from the farmers of said stands, praying that leave be granted to sell oysters from the 15th September to the 15th August, or from the 1st October to the 1st of May. I believe that the council will not be indisposed to grant the demand of the petitioners, as oysters are better from the 15th to the 30th September, than from the 15th to the 30th of April.

Your ob't serv't,

DENIS PRIEUR, mayor.

Mr. Pedesclaux moved that the mayor be authorized to have the bridges, mentioned in his letter, constructed by the workmen in the employ of the city—adopted.

Mr. Montegut moved that the prayer of the farmers of the oyster stands be accorded—adopted.

A letter of Judge Canonge was read complaining of the person who had carried off the paving stones from the pavement in front of his property.

Upon motion of Mr. Bermudez the said letter was referred to a special committee, consisting of Messrs. Bermudez, Pitchard and Pedesclaux.

A letter from the inhabitants of that part of the faubourg St. Mary, comprised between Canal, Magazine and Tchoupitoulas streets was read, complaining of the filth that was deposited there.

Upon motion of Mr. McCready the said letter was referred to a special committee.

Messrs. Bermudez, McCready and Montegut were named to compose said committee.

The order of the day on the petitions of Messrs. Le Carpentier and Blache was then called. The petition and reports of the having been read—

Mr. Bermudez addressed the council as follows:

Mr. President:

I move that the report and resolutions accompanying it be adopted. I shall, however, have the same preceded by some few remarks explanatory of the motives that have induced the committee to make them as they are tendered to you, and I shall also offer you an answer to the several remarks of the minority against the majority of the committee.

It is contended that some information or a statement of the facts of this case should have been given to the council from which it could form a correct and impartial account. Whatever may be the practice and duty of committees generally on matters of this kind, I am of opinion that in this instance, a statement of facts by the committee would have been a secondary evidence and would not have given to the council the desired information. The best evidence of the facts of this case are embodied in the judgment of the supreme court—a judgment to which the mayor, aldermen and inhabitants of the city of New-Orleans have been parties, and the contents of which the majority of the committee have considered them sufficiently familiar with.

The minority of the committee appears to have lost sight of the subject under consideration. His report contains arguments to establish a right—the right is already irrevocably vested in the corporation by a judgment of the highest tribunal in the land—a tribunal over which the council have no control.

It is contended that the majority of the committee have granted more than was asked by the citizens. Their application—an appeal to to the equity of the council—is for a relief against the effects of the judgment, in fact, against their engagements as sureties—the notes are embodied within those engagements, they were given in part payment of the deficits intended to be covered by the bonds. In the judgment the notes are so considered from the presumed intention of the parties, and the judges have viewed the sureties as nominal ones. [See judgment.]

The sureties were told do not appear before you (as they say in chancery) with clean hands, they were known not to be rich a year ago, and the sheriff in the return represents them to be destitute of property—(how many of our respectable citizens are there not in the same or more to situation.) Have the council forgotten the pecuniary distress that has been experienced within the last year,—the numerous applications for the loan of money, not only to the Banks but to every one supposed to have any—the almost general bankruptcy occasioned by the want of specie, the general mistrust resulting from the crimes committed for the purpose of procuring the precious metal. Are they unaware that Mr. Joseph Lecarpentier, as an auctioneer, must have been often applied to for advances on goods, promised to be sent to his auction store for sale—that previous to the collections of a sale being made, he pays the seller—that to facilitate his customers in the payment of great purchases, he often receives their notes or procures their discount in Banks, what injuries he may have sustained by affording such facilities I am at a loss to state, but I must confess that I am under the impression they must have been considerable. As to Martin Blache, I shall be rather brief in the exposition of his misfortunes, for they are sufficiently known. The classical education which he possesses, required a good deal of study in his youth, the duties of his office (register of wills) for a long series of years required almost constant reading and writing and having suffered from his infancy with ophthalmia; the necessity under which he was to labor and study, affected so much his sight that on the eve of being blind he memorials friends and his physicians, by their repeated solicitations obtained from him his departure from his native land for Europe, where he hoped better success from medical aid. He resigned a lucrative office (that of register of wills) and to procure the means of defraying the expenses of the voyage and meeting the necessary expenses attending it, he sold the only property he possessed. It is contended that the property of the surety was disposed of for the purpose of evading the judgment—at the time when the property of the sureties were sold the suit against them was long since pending, the judgment by the lower court was in their favor—they felt confident from the wording of the authentic act of 1827, 1828 and 1829, by which they bound themselves as sureties of the ex-treasurer, that the supreme court would as a matter of course confirm the judgment already in their favor, but the supreme court having no other guide than the law disregarded the equity of the case and reversed the judgment, giving one in favor of the corporation, and after, enumerating the amount of the bonds and deducting therefrom the amount of the notes to fill up the deficits, they condemned the sureties to pay large sums of money over and above the last bond, viz: that of 1829.

Mr. President, the perusal of the Bond of 1827, 1828 and 1829 has indeed left no doubt in my mind as to what was the intent of the petitioners in becoming sureties, the obligations in each of them, viz:

"By virtue of these presents the said bondsmen oblige themselves, that a mortgage be made at the office of the Recorder of mortgages in this city or wherever need might be of all inscriptions, that might have been taken before the date of these presents, as well against the said Chas. L. Blache as against his successors, resulting from the documents subscribed in favor of the said corporation in his aforesaid ex capacity of treasurer," must have given them the assurance that all their pre-existing obligations were cancelled and that they could in no manner be made accountable for more than $20,000—the whole appears to have been then under this impression and the ex-attorney of the corporation the gentlemen jurist Mr. Moreau Lislet the legal advisers of our ex-mayor continued under the hand a similar opinion, in favor of Mr. Lecarpentier on the sureties of the ex-treasurer by an opinion before Place de Armas on the 12th may 1828. One year and perhaps better had elapsed when the sureties sold their property they thought fairly the result of the suit the judgment in this instance did not receive from them the views they had taken of their responsibility.—Joseph Lecarpentier's family having then increased by the marriage of two of his daughters, all desirous of two of his relations living with them the amount of his gift for France to which place the gentlemen one of his children with a hope of the recovery of his health, that he happened to die the

[illegible] a fair price was offered him and he sold [illegible] was then rich, he must have experienced great losses, for he has no property at present, I mean such as [illegible] as to justify the judgment, for he must have [illegible] the cost of money which he offers you for his release. As to Mr. Blache, had he not it at command as must be the case, it will be made up for him no doubt.

Mr. President, I consider that the propositions of the citizens should be accepted, it is fair and equitable—it is fair, for they have not the means of satisfying the judgment, and they offer you all they can. It is equitable for they never intended by their obligations to pay thousand you never have considered them as good and solid subject for the aggregate amount of their several obligations.

It cannot be questioned that Mr. C. L. Blache, late city treasurer possessed property free of any incumbrance to the value of $20,000, the offer to mortgage specially the same to the corporation would have been accepted in lieu of his bond with the sureties, and then would have been secured [illegible] would necessarily remain limited. Suppose the same [illegible] after the year [illegible] the ex-treasurer with the bonds of release of the prior mortgages reasoning from the prior with where could be the difference between the supposed and the existing case, they would be precisely the same. In the supposed case the corporation would receive the value of the property, say $20,000; in the present one having already received about $10,000 from the proceeds of C. L. Blache's property, and being rendered the difference to the amount of the bond they would receive also $20,000.

Mr. President, I consider the application of the sureties as a declaration of insolvency, and the signatures of a number of respectable citizens to their petitions, all of whom are taxpayers and directly interested in the question, as a recommendation to accept the proposals of the petitioners, they consider them fair and equitable or else they would not have signed they foresee the disadvantages of a refusal on the part of the council to accept of what seems to them equitable, and they cannot conceive the advantages that would result to the city by the imprisonment of two of their respectable fellow citizens, each of whom has a numerous family dependant on them for their support; they foresee the consequence of a failure after deduction of attorneys fee, costs of suit and sundry commissions, and after all what would be our motives for imprisoning J. Lecarpentier and Mr. Blache, they had unquestionably guaranteed the faithful administration of him who has looked upon us a model of virtue—of him whom the council not only unanimously voted for during a series of years, but in whom they have in various opportunities voted thanks—of him whom the judges of the supreme court in possession of all the facts and circumstances attending the enormous deficits arising under his administration have represented to the world as a victim of the blind confidence he placed in those that surrounded him whilst in the discharge of his official duties. But do not the sureties notwithstanding their insolvency with regard to the judgment tender you the sums they intended binding themselves for, the only sum they are said, and are presumed to possess—the sureties although full of confidence in the equity of the council and the justice of their fellow citizens without must in case of a refusal to accept of their proposals procure their relief by calling to their assistance, the humanity of their country.

Mr. President before ending, I perceive I have omitted to answer an objection made by the minority of the committee as to the authority of the council to grant a release in the manner prayed for. It is contended that the council ought not to bestow such a large sum of money without some great and sufficient cause—agreed—but can the authority of the council be questioned as to matters of administration, and can it be contended that when the council see an advantage in accepting a fair and equitable offer from their debtors that they are to reject it, to have the whole exhausted, by costs, &c. which will be the necessary result of an application for a stay of the proceeding. Have not the council in an instance as the one under consideration the right of self protection and can they incur any personal liability by granting a discharge which in due course of law, it is so easy for their debtors to obtain. It is admitted that the council may give away money for charitable purposes. If such be the case why should not their authority extend to giving away what can be of no account even to themselves, recourse for money against their insolvent debtors. Is not the present case one precisely in point for charitable purposes, and after all what would they give to restore the peace and tranquillity of two respectable families.

Mr. McCready rose and said:

That he labored under considerable disadvantage in rising to answer the speech of the honorable and learned gentleman who had preceded him. He had not come there like that gentleman with a set-speech, nor had he any paper from which he could read to the council. He had come there this evening for the purpose of supporting, if occasion required, the principles of his report, and of repelling any attacks that might be made upon it. The hon. gentleman opposite had not out at the beginning of his speech with an intimation that he was going to tear his report to pieces, but he (Mr. McCready) could not discover that the gentleman had affected his direful purpose. However this much he was compelled to say, that the arguments of the gentleman were unanswerable, inasmuch as a person was unable to catch them. In reporting to the council as he did, he was certainly actuated by nothing personal towards the petitioners.—On the contrary he entered on this business with every disposition to serve these gentlemen, if he could consistently with his duty and his oath. When the question was first touched, he knew nothing about its merits, but immediately upon being named on the committee to report the facts of the case to the council, he set about informing himself of them so that he might be able to come to a correct conclusion, or giving his vote both in the committee and the council. The result of his labors he has given to the council in his report. It speaks for itself. Not a single fact stated therein has been disproved by the hon. gentleman—not a single argument has been controverted. The gentleman talks about the notes endorsed by the petitioners for Mr. C. L. Blache, to the amount of $14,000 00, to make up the deficit caused by Guerin, as a matter included in and settled by the judgment of the supreme court. The gentleman cannot be serious or he cannot have read the judgment of the supreme court. That court, in consequence of those endorsements being given in 1829, notwithstanding the act passed between the petitioners and the city, expressly mentioning that the former bound themselves for their bond of $20,000, besides endorsements gave them credit for them, and charged them only for that year with $6,000. The amount of the judgment against Mr LeCarpentier on the bonds is $30,920 28, and on the first of the endorsements $3,127 26. If the court intended that these endorsements should be included in the judgment on the bonds, why give judgment for the amount of this note? The court considered that the responsibility of $20,000 for one year was sufficient, and they considered likewise that these gentlemen would pay their endorsements. If the honorable gentleman will take the trouble of adding the $6,000 which the supreme court charged these gentlemen on the bond of 1829, to the other items of deficit for the preceding years, he will find that the whole amounts exactly to $30,920 28. By his method of calculating the city actually loses in 1829 $14,000—the amount of the notes and $12,000 to which the supreme court rejected as beyond that amount of the bond. In this year alone there is altogether a loss to the city of 36,009 00, to which these gentlemen offer to indemnify ex by giving us $7,000. It is certainly a piece of lenniency to turn up the endorsements of those gentlemen with their responsibilities on their bonds. But let the gentlemen take care that in his zeal to serve these gentlemen, he does not go farther than even he wishes to go himself, as he has gone already farther by dispensing these gentlemen from paying their endorsements, than they asked for in their petition. Let him take care that he does not discharge those gentlemen from even paying their taxes as he discharges them from the payment of all obligations towards the city.

The great remarks that Mr. Lecarpentier has on property new to pay the judgment of the court, that there will good reason for it, that the pressure of the time has torn down Mr. Lecarpentier like many others, that he has advanced largely on merchandise and has lost thereby. Now if this be the case, no person would regret more the situation of Mr. Lecarpentier than he (Mr. McCready) would. But why was not this mentioned in his petition by Mr. Lecarpentier. He could not have urged a better plea. It is however for the first time we hear of it. He (Mr. McCready) was always of opinion that it was the custom with auctioneers to make advances on property in their hands for sale, but he was not aware that commission merchants like they advanced on property, they might never sell.

He knew Martin Blache well, and it was only necessary to know him to endeavor him. If he could have done any thing consistently with his oath and his task of duty to relieve him, he would have done it. But when a man undertakes a public charge he must know no person, he must not go to the right or to the left, his course is strait before him, and he ought to be influenced to depart from it by fear, favor or affection.

The gent. had not said whether the charter authorized us to make the proposed donations to the petitioners. He was under the impression that it did not, and that the member of the council would make themselves personally responsible. Now although this was his opinion, yet had Mr. Lecarpentier come forward and offered to pay the city $20,000 now, instead of 20,000, he did not know but that he might have risked under the circumstances the responsibility. He has done nothing which in his opinion entitles him to the relief which he prays for and he (M. M'Cready) has heard nothing since he made his report which in any way changes his opinion.

Mr. Pritchard followed in an address, in which he stated that he believed Messrs Lecarpentier and Blache were the victims of negligence of the preceding council. He finished his remarks by offering the following resolution:

Resolved that the attorney for the corporation be requested to give his opinion respecting the petition of Messrs. Blache and Lecarpentier—rejected.

Mr. Bermudez proposed the adoption of the report of the majority. The same having been adopted, the yeas and nays were called for, which it appeared that Messrs. Bermudez, Pedesclaux, Montegut, Mercier and Lebatut, had voted in the affirmative, and Messrs. Pritchard, McCready and Dixon in the negative.

Mr. Mercier moved that the mayor and the city surveyor be authorized to contract for the opening of Delors street as far as the Bayou—adopted.

The council adjourned to Saturday next.

From N Y Commercial Advertiser

Very late from Mexico—By the arrival of the barque Mexican, we have received a file of the Vera Cruz Courier to the 21st of July. These papers abound with details of the progress of Santa Anna's usurpation, whose power seems now to be placed upon a basis, which nothing but a formidable resolution can remove. Most of the cities and towns have yielded to his sway.

Various places in the state of Puebla have declared in favor of Santa Anna, and the cities of Cuernavaca, several others are also mentioned in the Courier of the 21st July.

General Victoria has been appointed by Santa Anna to the military command of Puebla, and left Mexico for his command on the 24th July.

Notwithstanding the loud boasts of Santa Anna's party of the triumphant result of the siege of Puebla, there are many even in Mexico who deny that the President has been successful there, and a government journal of the 26th has an elaborate article to show that he has really accomplished nothing, and concludes that it is quite doubtful whether his success against Puebla [illegible]

[illegible] received to the government troops after hard fighting.

We have also received the copy of an Act of the civil and military officers of the city of Matamoras, in which they announce in solemn form their adhesion to General Santa Anna—their approbation of his measures, and their determination to sustain him, and participate in his fortunes. It is dated on the 23d of July, and is signed by more than forty persons, who judging from the order in which they are fixed to their names, must be among the principal men of the place.

In connection with the foregoing is a copy of another Act of the Ayuntamiento, dated on the 22d of July, by citizens of the same place, and is authentically verified by the signatures of the individuals, and its authenticity verified by Don Miguel Zenon Trujillo, Secretary.

SPAIN.—As concerns Spain a disposition is shown to [illegible] made possible. Intelligence is received on the French [illegible] that Don Carlos [illegible] and the eldest son of Don Carlos.

MADRID, July 7.

The electoral returns from the more distant provinces continue to assume several shades more liberal than any member of the cabinet, anticipated, but it still is in the belief that the present ministers will have courage enough to meet the Cortes on the 20th of July, the day appointed for the opening of the session.

MADRID, July 8.

In consequence of the detention of the courier I am enabled to add by way of postscript to my letter of yesterday, that the Minister of Finance has actually received on a considerable aggravation of the boils of the system of differential duties with reference to introduction of flour into the Havana, in favor of the inhabitants of the mother country and in proportional prejudice to the citizens of the U. States. It has been resolved that flour, the produce of Spain, shall henceforth pay no more than $3 per bbl. on its introduction into the Island of Cuba under the national flag, and under any other $6 per bbl. besides the tax in weighing, from which Spanish bottoms, foreign flour, imported under Spanish flag, is to pay nine dollars and a half per bbl. and foreign flour, under a Spanish flag, eight dollars and a half, with the addition in both cases, of the tax on weighing. The conde de Tereno, in pursuance to the views of the committee to whom this matter was referred, has adopted some other arrangements on the subject of the trade with Havana, which I hope to be able to communicate by the next courier.

Yours, &c.

X. Y. Z.

(For the Bee.)

Mr. Editor, if you think the following worthy a place in your paper it is at your disposal.—V. Z.

Parody on "Blue by J. P."

He stood at the feast's concluding hour,
The last upon the dining room floor,
His comrades all were hush'd in sleep,
And save their snores—'twas silence deep.
The lamp shed forth its dying ray,
Upon them as they prostrate lay;
No living form, save him alone,
Stood in that Hall—*save all his own.*
The magic stream had roll'd along
That bore his strong companions down;
Bloodshotten eyes with fixed glare,
Gaz'd on his own with maudlin stare.
The last he stood, while around him lay,
The wreck'd remains of the Dinner that day—
Down came the table with a terrible crash,
Like the roar of the thunder that follows the flash;
The water—the wine, what little was left,
Flow'd over the floor on the right and the left;
The lamps had lost their lustre bright,
And feebly pour'd their dying light
Upon the gloom—while all around
The scatter'd fragments strew'd the ground.
Gin, Rum and Brandy slings,
Mix'd barely with all baser things,
Swept down the tide, through the dark'ning gloom,
Away—away—to the sewers tomb—
One lamp went out, and darkness came,
Where lately shone the lambent flame;
Another's gone—and floods of light
Rush out and yield to sable night—
'Twas the last—no light—no feeble ray
Shone on the wreck of the feast of the day—
Alone he stood—the wine had pass'd
Down all their throats—but his the last,
With eyes upraised; around the room
He gaz'd upon the imperious gloom;
He wish'd for bed—he call'd for all;
It came—and soon at rest he was laid.
A voice was heard o'ver another scene,
Than the feast where of late he had been;
Get up, it cried—his eyes broke loose,
And lo! he awoke in the Calabooze.

COMMERCIAL.

CHARLESTON MARKET, Aug. 30.

COTTON.—The transactions of the week in Uplands have been unusually large for the season, and we are now left with but a very scanty stock. On the first two days of the week no sale were effected—but on Tuesday the market opened, and one half of the whole week's sales were made on that day, at a reduction on former prices, of from ½ to ¼ cent—the principal inquiry being for good fair to good Cotton (Charleston classifications.)

NEW ORLEANS CHAMBER OF COMMERCE.

Committee of Arbitration for September.

Messrs Lucien Bermans, J U Lavillebeuvre,
J B Hulin, J A Merle,
P Laidlaw, H F McKenna,
Jules Le Blanc.

COMMITTEE OF APPEALS:

Thos. Urquhart, Esq. *President.*
Mess. J. S. Peters, and J. B. Byrne, *Vice-Presidents.*
Messrs. James Dick, A Quartier,
W L Hodge, A Fisk,
H C Cammack, W Bogert,
By order of the Chamber. CHARLES BRIGGS, Secretary.
sept 8

MARINE JOURNAL.

PORT OF NEW-ORLEANS.

CLEARED

Brig Daniel H Miller, Driscoll, Omoa, J W Zacharie & co
Brig Lion, Langston, Baltimore, Harrod & Quales.

ARRIVED.

Steamer Whale, from the Passes, with ship Merchant—Left the bar at 7 A M on Tuesday—Nothing in sight off the bar—Reports pilot-boat Planet spoke off the bar and drowned of Messrs. Williams, H Downes, Pelican and the cook.

Steamer Feliciana, Riddle, from the Passes—brought up packet ships Louisville and John Linton.

Ship John Linton, New-York—cargo.
Ship Louisville, New-York—cargo.
Ship Merchant, Liverpool, 19th July—cargo.
Brig Oswego, Kelly, 20 days from Boston, to Dammock Lafonta—Cargo assorted mdse etc to E L Tracy, Bridge & Vose; J Thayer & co; J Vairin & co; Gaspar, Parish & co J Linton; Carruthers, Harris & co; J Dimmock & Lafonta; Stetson and Avery; J A Merle & co; and order.
Brig Dionisio, Lubiaga, from Havana, to E J Forstall & co.
Brig Rover, Jordan, from Baltimore, to the master.
Steamer Missouri, Bolle, Stillwell, from St. Louis—Cargo 1867 pigs lead J Mogan; 307 bls flour W & J Montgomery, 200 bbls flour Bogart & Hawthorn; 9 bs cotton T Barret & co, and others.

MEMORANDA.

Up at Boston for this port Aug. 23 brig Commaquid, Snow; ship Lion, Bursley, ship Lowell, Crocker; ship Grand Turk, Shaw; ship William and John, Robinson.

Cleared at Philadelphia for this port: Aug. 25, ship John Sargeant, Vandyke.

Hence at Philadelphia 23d barges Hercules, Marks, in 18 days, brig Wm Henry; Morrell, in 18 days; brig Criterion, McQuillon.

Up at Bordeaux for this port, July 17th ship Talma.

Up at Philadelphia for this port; brig Lwam, Harding; brig Alayone, Snow; brig Ella, Johnson.

THE subscriber being elected, by the creditors of the estate of late Michel Hennen, of the collection of accounts, informs the debtors that they must be settled on the 20th instant, after which day all accounts unpaid will be deposited at a justice-of-peace in order to obtain payment, according to law.

sept 10—3 BY. POPULUS.

ON SALE—Five hundred thousand bricks, to be taken at the Brick-Yard of the late P L Dubourg, (faubourg Lacourse,) for terms, apply to Mr Francois Saulet or to Urbain Planche on the premises. sept 10

NEW MONTHLY MAGAZINE.

THE New Monthly Magazine No 4, for April 1834—Blackwood's Edinburg Magazine No 4, for April, 1834. Just received and ready for delivery to subscribers by WM McKEAN, Agent.
sept 10 corner of Camp and Common sts.

LADY'S BOOK.

THE Lady's Book, a repository of Arts, Literature and fashion; published monthly No 2 for August 1834. Just received and ready for delivery to subscribers by
sept 10 WM McKEAN, Agent.

JUST received by the ship Archer, from Philadelphia and for sale low by the subscribers, twenty five doz of Russia Duck brand brime HATS.

WILLIAM HOLMES & CO.
sept 10 No 98, Levee street.

EAGLE COTTON GINS.

THE subscribers, agents of the Eagle Cotton Gin Manufactory, Bridgewater, Massachusetts, have now in store and offer for sale on good terms an assortment of these superior gins, which they will warrant to work well, and to equal to any manufactured in the United States.

WM. G. HEWES & Co.
sept 10 No 64, Camp street.

FOR SALE—300 boxes white sugar; 40 do brown sugar, just received from Havana by schooner Carolina.

500 cases Claret wine; 100 bags Havana green coffee; 16 barrels Mayoral segars; 100,000 Havana Segars received by brig Abeacorage. Apply to

sept 9 BARRIL BOYD & CO.

H. E. BERTON has the honor to inform the public that he has opened an EVENING CLASS, to accommodate young and working to young men. Lessons will be given thrice a week, viz: on Mondays, Wednesdays and Saturdays, at 7 o'clock, P. M.

The three other days will be devoted to young ladies and children.

sept 10—3t

FRESH GOODS.

LANDING from the brig Oswego, and for sale on accommodating terms by P Gillet & Co, at No. 57, Chartres street, 200 packages of Dry Goods, consisting of: 34, 44, and 5 4 brown cottons; 7 8 and 4 4 unbleached do; 3 4, 7 8, 4 5, and 5 4 bleached cottons; 4 4 twilled brown cotton; white, green, red and yellow Flannels, assorted qualities colored Cambrics; a general assortment of calicoes; striped shirtings; satinets of various prices; furniture calicoes; indigo blue calicoes, &c &c &c.

Also in store, entitled to debenture,

40 bales blue and colored calicoes, 4 cases Linseys; 7 reams sewing silk.

sept 10

BLANKETS—three points blankets of Graniers' manufactory, for sale by the subscribers.

T NICOLET & CO.
sept 10

OATS FOR SALE.

150 sacks oats, landing from steamer Missouri Bell, and for sale by

TOURNE & BECKWITH,
sept 10 No 24, Paydras st.

STATE OF LOUISIANA.

FIRST Judicial District Court—E Richards vs his creditors.—The cession of the petitioner's property having been accepted by the Court, for the benefit of his creditors.—It is ordered that a meeting of said creditors do take place at the office of H B Cenas Esq notary public, on Saturday the eleventh day of October next, for the purpose of deliberating on the affairs of the petitioner, and in the mean time all judicial proceedings against his person and property are stayed.

Frederick A Lawyer Esq is appointed to represent the absent creditors.

By order of the Hon C Waite Judge of said Court, this 8th September 1834.

J W LEWIS, Clerk.
sept 10

STATE OF LOUISIANA.

PARISH COURT—For the parish and city of New Orleans—September 8th 1834—Present the Honorable Charles Maurian, Judge.—No 7556.—Francis Layet vs his creditors.—The cession of property by the petitioner being now accepted by the Court, for the benefit of the petitioner's creditors, let a meeting of said creditors take place at the office of Carlile Pollock Esq, notary public, on Saturday the 20th day of September inst, there and then to deliberate on the affairs of the petitioner and in the mean time all proceedings against his person and property are stayed. By order of the Court.

sept 10 FRED. BUISSON, Dep Clerk.

STATE OF LOUISIANA,

PARISH COURT, For the parish and city of New Orleans—Present the Honorable Charles Maurian, Judge—August 30th 1834—No 7703—Francis McMorrow vs his creditors.—Upon reading and filing the petition and schedule in this case, It is ordered by the Court, that a meeting of the creditors of the insolvent take place in open Court, on Monday the 22d day of September next, to shew cause if any they have or can, why he should not be discharged according to the provisions of the law relative to the insolvent debtors in actual custody. By order of the Court.

sept 10 FRED BUISSON. Dep Clerk.

PARISH OF ORLEANS.

COURT OF PROBATES—Succession of Thomas P. Willard.—Notice is hereby given to the creditors of this estate and to all persons therein interested to shew cause within ten days from the present notification (if any they have or can) why the account presented by Jeremiah Berry, tutor of the minor heirs of the deceased, should not be homologated and approved.

By order of the Court.

sep 10 W F C DUPLESSIS, Reg.

J. B. Mullen, William Bishop and F. Bauton vs James Roach.

BY virtue of three writs of fieri facias to me directed by the hon M Blache, presiding judge and J Bermudez associate judge of the City Court of New Orleans, I shall expose at public sale, on the 14th October 1834, at noon at Hewlett's Exchange, corner of Chartres and St Louis streets, eight Lots of Ground, situated in the suburb Washington, in the rear of the Cotton Press, as per a plan drawn by Jh Pilié, city surveyor, on the 7th April 1833, and deposited in the office of Theodore Seghers, notary public, to wit: Lots No 1, 2, 3, 4 and 5 a square No 7, measuring each 24 feet front on Love street, between Press and Montegut streets by 100 feet in depth, lot No 1, being a corner lot. Lots No 6, 7 and 8, in square No 10, measuring each 25 feet front on Press street, by 104 feet in depth between Morales and Bons Enfans streets, lot No 6, being a corner lot, the whole American measure; seized in the above suits. Terms, cash.

sept 10 B BEAUREGARD, Marshal.

Widow F Dreux vs Brothers & Mennesy.

BY virtue of a writ of fieri facias to me directed by the honorable M Blache, presiding judge of the city court of New Orleans, I shall expose at public sale on the 29th September inst, at noon, at Hewlett's Exchange, corner of St Louis and Chartres, 2 Lots of Ground situated in suburb Montreuil, in square No 8, and under Nos 13 and 14, measuring together 106 feet front on Desire st, by 190 feet in depth. This being the second and last sale, the said lots will be adjudicated to the highest bidder for what they will bring, and, bearing mortgage on the property sold, with good and solvent security and 5 per cent interest from the day of sale until paid.

sept 10 B BEAUREGARD. Marshal.

Joseph Pilié vs J Bell.

BY virtue of an order of seizure and sale and of an order of fieri facias to me directed by the Hon M Blache, presiding judge of the City Court of New Orleans, I shall expose at public sale, on the 14th October 1834, at noon, at Hewlett's Exchange, corner of St Louis and Chartres streets, 2 Lots of Ground, designated as No 8 and 9 in the square bounded by St Louis, Robertson, Conti and Villard streets; Lot No 8, measuring 28 feet 5 inches front on St Louis street by 105 feet in depth; Lot No 9, measuring 28 feet 5 inches front on St Louis street, by 105 feet in depth on Robertson street of which it forms the corner, as per a plan dressed by Joseph Pilié, and deposited in the office of L T Caire Esq; seized to satisfy the judgement rendered in the above cause. Terms, cash.

sept 10 B. BEAUREGARD, marshal.

Joseph Anglaire vs N C Tolle.

BY virtue of a writ of fieri facias to me directed by the Hon M Blache, presiding judge of the City Court of New Orleans, I shall expose at public sale, at Hewlett's Exchange, corner of St Louis and Chartres sts, on the 29th September 1834 at noon. A certain Lot of Ground, situated in the new suburb Marigny, under the No 1, in square No 63, as per a plan drawn by J Pilié, City Surveyor, and deposited in the office of Gustave Le Gardeur, notary public, said lot measuring 30 feet front on Union street by 190 feet in depth on Josephine street, of which it forms the corner. This being the second and last auction, this lot shall be adjudicated to the highest bidder, payable on a credit of one year, in a bond with good and solvent security and bearing interests at 5 per c from the day of sale, with mortgage on the property sold.

sept 10 B BEAUREGARD, Marshal.

SHERIFF'S SALE.

The President Directors & co. of the Consolidated Association of the Planters of Louisiana vs. Joseph Verlein Dagruy and Marie Heloise Saulet his wife.

BY virtue of an order of seizure and sale to me directed by the honorable the First Judicial District Court of Louisiana, I shall expose at public sale, on Saturday 11th of October next at 11 o'clock a m, on the premises the following described property to wit: A Tract of Land, situated in the parish of Jefferson, at about 5 miles from the city of New Orleans, on the right bank of the river, measuring three arpents front on the river by forty arpents in depth bounded at the upper line by the plantation of Jules Fazende, and at the lower line by the property of the said Joseph Verlein Dagruy, together with all the buildings thereon and the following slaves named viz: Klem, Spencer, John, Lise, Charles, Louis, Robert, Livage, Martha Hegriette, Hary, Charlot, Bill, Simone and Job; seized in the above suit. Terms, cash.

2. A Plantation situated in the parish of Jefferson, at about four miles above the city of New Orleans, on the right bank of the river, measuring eight arpents front by eighty arpents in depth, bounded at the upper line by the three arpents of Land herein above described belonging to the said Joseph Verlein Dagruy and at the lower line by the property of B Saulet, together with all the buildings steam engine, forming ustensils, 18 American horses, four mules, fourteen work oxen and 8 cows, and the following forty three slaves, to wit: Aliz, Alexis, Alphonse, Bob, Betsy, Cheri, Charles, Caroline, Gaye, Etienne, Ysse, Fine, Jean, James, Henriette, Hoinse, Jacques, John, John, Jackson, Lity, Larry, Larry, Marcon, Marcus, Mary, Mary, Melite, Peggy, Rombon, Rosette, Sam, Gros Sam, Thomas, Tomberry, Thomas, Tom, William, Victor, Henry, Davis, George and Mary, seized in the above suit. Terms, cash.

J CHARBONNET, Sheriff.
sept 9

POCKET BOOK LOST.

AT the corner of Julia and Magazine streets, on the night of the 4th instant, a small calicoskin wallet or pocket book, soiled by long usage, containing some memorandums, a ten and a five dollar bill of the Bank of New Orleans, and a note dated July 30, 1834, payable thirty days after date, to the order of the subscriber, signed by Mr J Bayon, which having been paid, is of no consequence to either the above parties. The finder of said wallet shall have a recompense proportionate to its value to the subscriber.

sept 8 GEO. ASBRIDGE

NOTICE—A good Carpenter will find employment, by applying at the Office of the Bureau and Ferry Canals.

CITY BANK,

New Orleans, September 1st 1834.

THE Directors of this institution have this day declared a dividend of three per cent from the profits of the last six months, which will be paid to the stockholders or their legal representatives, on or after Monday next, the 8th instant.

sept 8 ROB. J. FALLOWS, Cashier.

MARSHAL'S SALES.

Louis Bringier vs Wm. Israel.

BY virtue of an order of seizure and sale to me directed by the hon M Blache, presiding judge of the City Court of New-Orleans, I shall expose at public sale on the 16th October 1834 at noon, at Hewlett's Exchange, corner of St Louis and Chartres, the undivided half of the following lots of ground, situated in the rear of this city, as per a plan drawn by Louis Bringier, Surveyor general, dated 25th April 1830, and deposited in the office of Louis Tolmie, notary public, to wit:

Lot No 56, measuring 75 feet front on Columbus street, 98 feet 9 inches on the line which divides it from lot No 55, and 120 feet on the line which divides it from the property of Pierre Gueno. Lot No 57, measuring 31 feet front on Columbus street, 97 feet 9 inches on the line which divides it from lot No 56, and 117 feet 9 inches on the line that divides it from lot No 58, 35 feet on the line that divides it from the property of Pierre Gueno, and 46 feet in the rear. Lots No 58 and 59, measuring each 31 feet front on Columbus street by 117 feet 9 inches deep. Lot No 54, measuring 27 feet 9 inches front on Mirot street, 75 feet on the line which divides it from lots No 51, 52 and 53, and 120 feet on the line which divides it from the property of Pierre Gueno. Lot No 55 measuring 31 feet front on Columbus street, 79 feet 9 inches and 6 lines front on Mirot street, 85 feet 10 inches on the line which divides it from lot No 56, measuring 31 feet front on Columbus street, 65 feet 10 inches on the line, which divides it from lot No 55, and 93 feet 4 inches and two lines on the line which divides from lot No 57, and 37 feet, 10 inches and 5 lines in the rear. Lot No 57, measuring 31 feet front on Columbus street, 93 feet 4 inches and 2 lines on the line which divides it from No 56, 109 feet 10 inches and 4 lines on the line which divides it from lot No 58, and 31 feet 10 inches and 5 lines in the rear. Lot No 58, measuring 31 feet front on Columbus street, 109 feet 10 inches and 4 lines on the line which divides it from lot No 57, 108 feet 4 1-2 inches on the line which divides it from lot No 59, and 31 feet 10 inches, 5 lines in the rear. Lot No 59, measuring 31 feet front on Columbus street, 108 feet 4 1-2 inches on one side, 119 feet 11 inches on the other and 31 feet 10 inches and 5 lines in the rear. Lot No 60, measuring 31 feet front on Columbus street, 116 feet 11 inches deep on the one side, 122 feet 5 inches and 2 lines on the other, and 31 feet 10 inches and 5 lines in the rear. Lot No 61, measuring 31 feet front on Columbus street 122 feet 5 inches and 2 lines on the one side, and 130 feet 11 inches 4 lines on the other, and 31 feet 10 inches and 5 lines in the rear. Lots No 62 and 63, measuring each 31 feet front on Columbus street, their depth not mentioned in the act of sale. Terms of sale, cash.

sept 5 B BEAUREGARD, marshal.

Laurens & Recques vs Raymond Godfroy.

BY virtue of a writ of fieri facias to me directed by the hon G Preval, associate judge of the City Court of New Orleans, I shall expose at public sale at Hewlett's Exchange, corner of St Louis and Chartres sts, on the 16th September 1834, at 12 o'clock, a certain lot of ground situated in new suburb Marigny,