The Morning Post.

L. HARPER, EDITOR AND PROPRIETOR.

PITTSBURGH:

THURSDAY MORNING, JANUARY 16, 1851.

☞ "*No American citizen can ever cease to esteem the Union as the first of all blessings. Disunion! God forbid — Nations yet unborn would rue the rashness of the dead.*"—BUCHANAN.

Democratic State Conventions.

AT READING,

For nominating candidates for GOVERNOR and CANAL COMMISSIONER, on the 4th of June, 1851, as fixed by the Williamsport Convention.

AT HARRISBURG,

For nominating candidates for SUPREME BENCH, on the 11th of June, 1851, as fixed by the regular action of the State Central Committee.

To Advertisers.

THE MORNING POST has a larger circulation than any subscription paper published in Pittsburgh. To business men it affords an excellent medium for Advertising; and being the only Democratic paper issued in Allegheny county, it goes into the hands of a class of readers reached by no other paper. Advertisers will be good enough to bear this in mind.

Our Harrisburg Correspondence.

We have secured the services of an intelligent and thorough-going Democrat, who will correspond for the *Morning Post* regularly from Harrisburg. He will keep our readers advised of all the "stirring events" at our State Capital, in and out of the Legislature. His statements and opinions may always be relied upon by our readers.

What the Whig Papers Say of Captain Guthrie's Election.

For the information of our readers of all political parties, and also for future reference, we publish below what the Whig papers of this city say in regard to the election of Captain GUTHRIE. Comment is unnecessary.

From the Gazette.

THE MAYOR'S ELECTION.

By the subjoined table, our readers will perceive that JOHN B. GUTHRIE, Esq., the Democratic candidate, is elected Mayor of the city. This result, which has been expected by cool and unprejudiced persons for some days, has been brought about by a union of a large portion of the friends of law and order, of both parties, upon Mr. Guthrie, as the best representative of the sentiment they wished to uphold and enforce, of opposition to every species of disorder, rowdyism, and lawlessness. A large number of the most uncompromising and long tried, and faithful Whigs of the city, not only voted for Mr. Guthrie, but openly electioneered for him; and his election can, under no aspect, be claimed as a political victory, and we have reason to believe it will not be claimed as such by Mr. Guthrie and his friends. A large number of Whigs were dissatisfied with the manner of Mr. Roggen's nomination, and with the alleged mode of electioneering pursued, and they deemed it best both for the Whig party and the city that he should not succeed; and their calm and unflinching sacrifice of strong political feeling on the altar of duty, proves them to possess the true Whig spirit.

The defeat of Barker, and the complete and final prostration of Barkerism, is a matter of sincere and heartfelt gratulation with every true friend of Pittsburgh and her interests. No man could feel that his property, character and person were safe under the reign of misrule and lawlessness we have just passed through, which has inflicted a deep stain upon the character of the city abroad, and has worked a great deterioration of morals at home. We trust this sad lesson will never have to be repeated to convince our citizens, that when they lay aside their own self respect, and desecrate the sacred right of suffrage, by voting for such a person as *Joe Barker*, at the time expiating his offences in jail, they sow the wind only to reap the whirlwind. Let us hope that a better day, and wiser counsels have dawned upon the people of Pittsburgh.

From the Journal.

THE RESULT.

In the result of yesterday's contest, our fears, not our hopes, have been realized. Mr. Guthrie is elected Mayor by a decisive majority—eight hundred votes—over our candidate. Not less than six hundred Whig votes were cast for Mr. Guthrie; and these were influenced both by the determination to defeat Barker, the present incumbent, and by a feeling of disgust among the Whigs, owing to imputed irregularities in the nomination of Mr. Roggen. It is certain, however, Mr. Guthrie is indebted to Whig votes for his election; and we suppose the Democratic papers will have the grace to confess the fact. However we may incline to regard this result, with reference to its effect upon *parties*, we have a very substantial consolation in the circumstance, that the successful candidate is, in every respect, well qualified for the office of Mayor, and will no doubt, indeed we are confident he will, redeem the city from the disgrace into which it had fallen. This is a matter over which we may sincerely rejoice, despite the defeat of our friend Roggen. We subjoin the vote in detail.

The *American* merely publishes the result of the election, without any comments, but it is said that the Editor, Mr. JAMES W. BIDDLE, voted an open ticket for JOHN B. GUTHRIE.

From the Transcript.

THE RESULT OF THE MAYOR'S ELECTION.

Yesterday was election day, and by the returns to be found in another column, it will be seen that John B. Guthrie, a rank Free Trade Locofoco, has been elected Mayor. This result was unexpected; but from the manner in which the leading Whigs to defeat the candidate of their party, and supported J. B. Guthrie, it can be accounted for.

This result will be the cause of distracting the Whig party, in future; and if ever a candidate of that party is hereafter elected it will be a miracle. The Old Hunkers have had sufficient revenge, and will hereafter find themselves in a very slim minority. Those whigs who have proved recreant to their party will long remember the 14th day of January, 1851, which will cause many cheeks to blush with shame at the rascally and mean course pursued. We predict for those who have aided and abetted in the election of Guthrie, a short career in the political affairs of our city, and hope that the officers in power will remove forthwith those pretended Whigs holding office, under the General Government.

The mean and contemptible course pursued by the Gazette, (receiving the Government patronage) and the American, will long be remembered by the majority of the Whig party, and their faithlessness fully rewarded.

With these remarks, we wish the Gazette, American, Chronicle, and Post, the only Locofoco sheets in Allegheny county, success in the election of the Free Trade Locofoco Mayor, John B. Guthrie, Esq., ex-Collector of the Port of Pittsburgh, Pension Agent, &c., &c., &c., &c. Hurrah! for Deacon White, Jim Biddle, and Leckey Harper, a glorious trio, and worthy of championship.

The Course of Commerce.

The London *Times*, on commenting on the news from California, throws out the following suggestions for the benefit of its money-market readers:

"The momentous fact, which nothing can now do away with, is that 300,000 or 400,000 Anglo Saxons are settling themselves on the shores of the Pacific. A new world is before them. They look across to China, Japan, and all the riches of the Indian seas, and the use they will make of their opportunities may be the best inferred from what they have already accomplished, and from the known aspirations which the people of the United States have so long directed towards that region. Already the presence of a large number of Chinese is a distinctive feature of the population of San Francisco, and already the Sandwich Islands, Australia and Southern and Central America have been called into a new life from the traffic that has been established. The prophecy of Humboldt that the activity of commerce would be carried progressively from east to west, is rapidly in process of fulfilment. At present, however, there are few signs that even this fact is appreciated in Europe, and that the thing to be apprehended is, that when, in the course of a few years, the successes arising from it shall have led to excitement, our people, who are regardless of it now, will then rush furiously to overdo what should have been done moderately and deliberately from the first. It is to prevent foolish extremes of this sort, that every endeavor should be made to familiarize the public with the contemplation of the change that is coming on, and to induce the spirit of enterprise to adjust itself to the new order of things while it can rationally and profitively do so, instead of waiting to regain, by a sudden and destructive rush, the opportunities that will have been lost through inattention.

NEW HAMPSHIRE.—We mentioned a few days since that a series of patriotic resolutions had been adopted by the New Hampshire State Convention, one of which an amendment was moved in the shape of a proviso that nothing contained in said resolution should be construed into an approval of the fugitive slave law, or giving a hundred thousand miles of free territory and ten millions of dollars to Texas. This amendment was subsequently voted down by an overwhelming majority, the vote being 18 yeas, 155 nays—majority against it 137. Well done for the Granite State.

From Harrisburg.

[CORRESPONDENCE OF THE MORNING POST.]

HARRISBURG, *January* 13.

Your readers are doubtless familiar with a notable *fizzle* which developed itself in the forum of the Nashville Convention. Another and scarcely less notable one, was that of the "*City of Glasgoio Dinner*," which came off in Philadelphia on Saturday last, and from which the members of both branches of the Legislature have just returned, looking rather the worse for the trip. This great dinner was conceived by narrow minds, and carried out in a spirit of illiberality altogether characteristic. It was a shallow attempt on the part of a few designing men to effect some *special legislation*, this winter, in behalf of the city of Philadelphia. The *rural members*, (as they have been poetically called,) under the influence of the genteel bribe, tendered in the form of an invitation to a public dinner, the privilege of a free ride to the city and back, and of "seeing sights" there, are now expected to forget the prejudices which, in the minds of the disinterested getters-up of this last great *fizzle*, appear to exist against the interests of Philadelphia. The bare insinuation should, and in fact has, aroused suspicion. If special, honest, legislation is wanted, why not present it as honest claims should be. Are the "*rural members*" so forgetful of the interests of the State at large, that any reasonable appropriation necessary to advance them might not be asked without first drenching them with champagne, and giving them a sight of the Philadelphia "elephant?" Is it not a gross libel upon their honesty and integrity? "Wait a little longer," and we shall have the clue to the mystery. "Wait a little longer," and the scheme will develope itself.

As if to retrieve lost time, and atone for remissness in duty, the members are all at their posts this morning, actively engaged. The Senatorial canvass is the all absorbing topic; and notwithstanding the close approach of the hour for the meeting of the Democratic Caucus, all is yet involved in a maze of doubt and uncertainty. The mist that enshrouds the whole affair is yet too dense to be penetrated by the vision of an "outsider," and the "knowing ones" are too close mouthed to permit any thing calculated to throw light upon the vexed question to escape them.

Cameron is here, with all his forces marshalled and well provided with the *ammunition* he has hitherto found so effectual in perfecting his schemes. How any Legislator can tolerate the approaches of his creatures is a source of surprise to me, and should be to every honest man. Were it worth the trouble, I could give you a brief history of the career of these hirelings—fit tools in the hands of a man who, to promote his own nefarious schemes, would curse the party he designs to represent. Representatives from the Williamsport Bribery Case are here, laboring with all the assiduity that a liberal *docem of Middletown Bank Notes* could be supposed to produce. Is it not an overwhelming shame that the *name* of such a man should be permitted to be placed in nomination for the highest honor in the gift of the Legislature of Pennsylvania, in competition with such men as Black, Woodward, Foster, Sturgeon, Plumer, and others? Nor does the disgrace attach alone to the Democrats who support him. The Whigs are keen to manifest their appreciation of his merits by giving him their almost entire vote. A few hours, however, will determine the matter; and as the Telegraph will announce the result before this reaches you, I forbear further comment. If the deep and damning disgrace of having Pennsylvania represented in the Senate of the United States by an intriguing, unscrupulous speculator, is to fall upon us, (which, by the way, I do not dread,) God forbid that I should be the first to announce it.

STATE CAPITOL.

☞ Agreeable to public notice, a large and respectable meeting of the citizens of Allegheny and Washington counties, was held on the 14th instant, at School House No. 7, Snowden township, to take into consideration the propriety of a Plank Road, from Findleyville, in Washington county, to Jones' Ferry, in Allegheny county.

The meeting was organized by calling JOSEPH MILLER, Esq., to the Chair; and appointing H. H. Phillips and T. P. Adams Secretaries.

After the object of the meeting had been stated by the Chair, on motion, Col. Hultz, Edward Riggs, John V. Rowland, William Smith and Robert M'Kee, were appointed a committee to draft resolutions expressive of the sense of the meeting, and to prepare a memorial to the Legislature.

During the absence of the committee, the meeting was ably and eloquently addressed by Rev. Dr. Estep, and Esq. Ingalls.

The committee returned and reported the following resolutions, which, after amendment, were unanimously adopted. Pending the adoption of the resolutions, the meeting was ably addressed by Rev. Dr. Estep, Esq. Ingalls, Edward Riggs, J. V. Rowland and Hiram Hultz.

WHEREAS, It is believed that a Plank Road from Findleyville, in Washington county, to Jones' Ferry, in Allegheny county, will be beneficial to the inhabitants in the vicinity of the contemplated road, in affording a ready facility in the transportation of country produce to markets, &c. Therefore,

Resolved, That this meeting petition the Legislature for an Act of Assembly to incorporate a company to survey, lay out, construct and make a Plank Road, from Findleyville, in Washington county, by way of Baptist Church, Thomas Williams, Hiram Hultz's, Crocus' Tanyard, Pollock's Mill, and Bogg's burnt Mill, by the nearest and best route to Jones' Ferry, in Allegheny county.

Resolved, That the proceedings of this meeting be published in the Pittsburgh Gazette and Post, and that a copy be sent to each member of the Senate and House of Representatives from this county.

On motion, the meeting adjourned.

JOSEPH MILLER, Esq., Pres't.

H. H. Phillips, } Secretaries.
T. P. Adams, }

ILLINOIS GOVERNOR'S MESSAGE.—Gov. French sent a message to the Illinois Legislature on the 8th instant. He presents the accruing revenue as more than sufficient to meet the current demands of the treasury. The public debt of the State and the canal debt makes the entire debt $15,627,609. The unsold canal lands are expected to realize $4,000,000. He is in favor of homestead exemption; declares against all bank charters; recommends the acceptance of Holbrook & Co.'s conditional surrender of the charter to build the Central railroad, and its disposal to the company that offers the best terms. He speaks favorably of the Compromise measures, and says that they will be faithfully observed and obeyed, as the only means of restoring and preserving harmony, by the people of Illinois.

THAT DIAMOND WATCH.—A magnificent watch, richly set with diamonds, and valued at $10,000, has been recently exhibited in several of the Southern cities. The owner took it to New Orleans, and has been endeavoring to dispose of it by raffle. On Tuesday last one of the revenue officers there received a telegraphic message from New York, informing him that this splendid toy had been smuggled through the Custom-House at New York, as a part of a gentleman's private apparel.

The officer immediately called at the jewelry store where it was exhibited, and desired to see it. The clerk, thinking he wished to "take a chance," handed it to him, when he immediately fobbed it as a lawful prize.

☞ "The best and most conclusive reason for an effect, that I ever remember to have heard," writes a western correspondent, "was one given by an 'one idea' Dutchman, in reply to a friend who remarked, 'Why Hans, you have the most feminine cast of countenance, I have ever seen.' 'Oh, yaw,' was the reply, 'I know de reason for dat—*mine mader was a woman!*'"

DECISIONS IN THE DISTRICT COURT OF ALLEGHENY COUNTY.

Elizabeth Barclay vs. Jacob Weaver, Jr.

To hold an endorser, where there was no proper demand or notice, it is not competent to prove by oral testimony that, at *the time of the endorsement*, it was agreed that the note should not be demanded at maturity.

The Act of 5th April, 1849, dispensing with demand and notice under certain circumstances, does not apply to contracts made before the passage of the Act, and if it did, it would be unconstitutional.

The Legislature has no power to alter the contracts of parties, nor to take away any valid claim or defence which they may have thereby and thereto.

Action of assumpsit on a promissory note of $1000, endorsed by the defendant. The defence was that the defendant had not due notice of its dishonor.

On the trial of the cause before Judge Lowrie, the plaintiff called a witness who testified that at the time the note was given and endorsed, it was agreed between the maker, endorser and holder, that payment should not be demanded at the maturity of the note, nor for some two or three months later.

The judge, therefore, instructed the jury that, if they believed the evidence, they should find for the plaintiff, and reserved the question whether this evidence dispensed with the necessity of demand and notice at the maturity of the note.

The plaintiff further proved that on the 22d May, 1849, ten months after the note fell due, payment of the note was demanded of the maker, and notice of its dishonor was then given to the endorser, and claimed a right to recover under the Act of Assembly of 5th April, 1849. This question was also reserved, and there was a verdict for the plaintiff.

Mr. Shaler for the plaintiff. Cites, 1 Harris, 208; Story on Prom. Notes 314, &c.

Mr. M'Candless for the defendant.

For the better understanding of the question, arising on the several reserved points, we copy the principal sections of the Act of 5th April, 1849, from the Laws, p. 426.

SECTION 7. From and after the passage of this act, in all cases where suit is brought in any of the Courts of this Commonwealth, upon or for the recovery of the amount due on any promissory note, post note, note of hand, due bill, bill of exchange, draft, order, check, or other instrument of writing in the nature thereof, no plea shall be held available, and no defence shall be made or taken by the defendant for want of proper and timely demand of payment or acceptance, or proper and timely protest, and notice of non-acceptance or non-payment of the same, unless the responsible party where such demand is to be made, and where such notice is to be served or given, or the names and residences of the parties, to whom such notice is to be given as aforesaid, be therein shall be legibly and distinctly set forth thereon.

SECTION 8. When such places of demand and notice, or such names, residences or places of business are omitted to be set forth, demand of acceptance, as well as protest for and notice of non-acceptance, may be made or given at any time before the maturity of such instruments as require acceptance, and demand of payment as well as protest for and notice of non-payment of the same, at any time after the maturity thereof, and before suit is brought thereon.

Below we give the judgment of the Court on the reserved points.

OPINION.

LOWRIE, J.—The first reserved question is, may a party prove, by oral testimony, that, at the time of the endorsement of a promissory note, it was agreed that the endorser should be absolutely bound for the payment of it, without demand being made of the maker at its maturity, and without notice to the endorser of its dishonor? To admit such evidence is to contradict the terms and principles of the contract, and therefore this question has often been very properly decided in the negative. See 1 Binney, 235; 4 Wh. 77, n; 8 Taunt. 92; 3 B. & Ald. 233; 1 Stark. R. 56; 3 Camp. 57; 6 Pet. 51; 11 Pick. 417; 5 id. 508.

Indeed if oral testimony is to be admitted to change the effect of the written note, as to the time of payment, I know not why it should not be admitted to change the amount, or to prove that it was not to be paid at all.

This case is only an instance under the general rule, that, where parties put their agreement into writing, the law presumes that the writing truly and fully expresses the contract by which they mean to be bound. We know very well that this presumption is not always in accordance with existing facts; for parties do sometimes leave part of their agreement out of the writing. But the courts regard the written agreement as the only evidence of the contract of the parties, unless the omission arise from mistake or fraud, and this be so clearly proved that the court would be able to amend the written agreement.

And I know of no rule of evidence or of contracts that is more important than the one we are now considering. It is no arbitrary rule; for it accords with the natural order of things to expect that where parties put their contract into writing, they intend the writing to stand as the evidence of their contract. It is much better that they should occasionally suffer from their carelessness in expressing their agreement, than that a rule so plainly just and important should be set aside.

Honest men will perform their whole agreement; even though the whole of it be not in the writing, and it is better that rogues should be vexation, than that an exception should be made, which would make all written contracts uncertain, where rogues are parties to them. Besides this, the law would tend to make men rogues, if it tempted them to procure evidence of this sort, to alter their contracts. Much as I should sympathize with this plaintiff, if she should lose her debt under such circumstances, I have no regrets that the law is as I have declared it.

The next question is, is the defendant liable under the Act of Assembly, of 5th April, 1849, by reason of a demand and notice made and given ten months after the note fell due, and which was due when the Act passed?

The substance of the relevant provisions is that, where the parties do not set forth their residence upon the note, this shall be treated as a waiver of the necessity of demand and notice at the maturity of the note; and it is insisted that this new principle of the law of bills and notes shall be applied to this note, which was due before the passage of the Act.

In other words, it is insisted, for this would be the result, that the Legislature has power to alter the contracts of parties, to declare a contract to be of absolute obligation when the parties made it contingent, and that a contract is still of binding force, which, by its terms and principles, has been discharged.

Such Acts are not within the range of legislative competency. Common honesty requires that parties shall perform the very contract which they made, and forbids any authority from interfering to relieve either party from the terms which he has properly imposed upon himself, or to increase the duty which he has undertaken.

The Constitutions of the United States, and of this State, forbid such an Act; for it would "impair the obligation" of this contract, by discharging the holder of the note from the contract duty upon which alone the contingent liability of the endorser can become absolute. It is a violation, of the spirit at least, of the prohibition against passing *ex post facto* laws, and of a cardinal rule of legislation, that no statute should have a retroactive effect so as to take away a remedy or defence to which the party was entitled before the passage of the Act. 2 Lev. 227. The very few cases wherein particular justice is obtained by the enactment of retrospective laws, furnish but a small compensation for the general evils arising from such violation of cardinal rules.

The construction contended for is a violation of the constitutional guaranty that for all injuries every man "shall have remedy by due course of law, and right and justice shall be administered without sale, denial or delay." If the defendant had a valid defence before the passage of the act, by reason of want of proper demand and notice, it would be a denial of right and justice, and a refusal of remedy by due course of law, to prevent him from setting it up. If at any time he had a legal defence to the claim, that defence is his remedy, and he is entitled to present it and have the benefit of it in some form, and the law will not have its due course if he is prevented.—Open Courts, the right to sue, to present a claim for every legal injury, to set up every legal defence, and to have the claim or defence tried by due course of law, are rights declared by the people themselves, and are paramount to all other legislation.

But I cannot think that the Legislature intended that this act should receive the construction contended for by the plaintiff. It is true that the act is to take effect from its passage; but this effect can be given to it without at all affecting or altering contracts already made, and a regard for the constitution requires us to presume that no other effect was intended. It is also true that it is made applicable to "all cases where suit is brought;" but this is scarcely an inaccuracy; and we find the same expression in the next section, evidently used in a future sense. Though some expressions in the act would grammatically lead us to think of a present effect upon *existing* contracts, yet the expression, "unless the residences *shall be* distinctly set forth," would just as grammatically lead us to think of *future* contracts.

We are bound to presume that the Legislature do not intend to evade or set aside the rules of the constitution, nor to alter the contracts of parties so as to give one an uncontracted advantage over another. It is impossible, and would be disrespectful to the Legislature, to adopt a different construction, unless it inevitably flows from the language used; and then we should be compelled to say that the constitution declares a higher law, which forbids such legislation.

Judgment for defendant.

Scribblings and Clippings.

— Miss Sarah Coates, who delivers lectures to ladies exclusively, is holding forth at Wheeling. She may be expected here soon.

— The Howard Dist. (Md.) Advocate says that the Sykesville Factory, owned by James Sykes, Esq., commenced to run full time on the 2d inst.

— The Cecil (Md.) Democrat says that some hogs and cattle in Elk Neck were bitten last week by mad dogs, and Mr. Joseph Reed and wife, at Gravelly Hill, were bitten on Wednesday the 1st inst., by a dog supposed to be rabid.

— Count Ferdinand de Lasteyrie and family, of France, and Gen. Herrera and son, of Chili, arrived in Washington, on Friday, and took lodgings at the Irving Hotel.

— The Whig members of the Pennsylvania Legislature met in caucus at Harrisburgh, on Thursday, and nominated Gov. Wm. F. Johnston for United States Senator.

— Rumors are afloat of a new weekly Union paper in Washington, supporting Mr. Webster for the Presidency.

— John Bolt, who was in the Buffalo jail on a charge of beating a lady so severely as to nearly cause her death, committed suicide by hanging himself on Friday evening.

— Addison Gilmore, President of the Western Rail Road, fell dead at a ball-room at Waterown, Mass., on Friday night, of disease of the heart. He had been during but a few minutes before his death. His age was about 50.

— Paper from tow is said to have been invented and made at Berlin, so difficult, if not impossible, to be counterfeited, that it will supersede all other fabrics for bank-notes, stamps, &c.

— An analysis of air taken from jars which had been buried for seventeen centuries in the ruins of Pompeii, was found to be, atom for atom, identical with the air we breathe.

— An English paper says of the voice of Catalini: "Such was the torrent of sound she emitted at one moment, that the glass globules, pendant from the central chandelier, were powerfully agitated and struck against each other.

— The first attempt to establish a private banking company in Paris since the revolution of February has just been made by the formation of the firm of Lahouchere, Auguin & Co. The revival of such enterprise is hailed as a sign of returning confidence.

— It is apprehended by some of the Western New York farmers, that the great depth of the snow there will have an unfavorable effect on the wheat crop, by excluding the air, keeping the plant from warm and smothering it. We guess not.

— The brig Vandalia has arrived at Charleston, having on board the officers, crew and passengers of the ship Toronto, which vessel was totally lost on Mantanilla Reef, on the 2d instant. The sufferers had been on the wreck forty hours when they were taken off.

— The jury of inquest upon the case of Daniel Coughlin, at Manchester, N. H., have returned a verdict, that said Coughlin came to his death on the 3d of January, 1851, from blows inflicted by Thomas Welch, in a quarrel, and without any previous intention of killing him.

— Capt. Thomas Spaulding died at his residence in McIntosh county, Geo., on the 25th ult., at a very advanced age. He was one of the oldest and most respectable citizens of Georgia, and President of the late State Convention.

— A sleigh was dashed to pieces at Derby, on Wednesday last, and a Mr. Booth, aged 73, so injured that he died next day. A Mr. Wooster was also seriously injured.

— Fonblanque, in the Examiner, says of the two Napoleons: "There is little difference between the uncle and nephew—one gained the hearts of the army by his *Campaign*, and the other by his *Champagne*; for Napoleon's *battles*, Louis substitutes *bottles*."

— "My lad," said a young lady to a boy carrying an empty mail bag, "are you the mail?" "Ye dozen't think I'se a female boy, duz ye?" and on he toddled.

— The New York Express says: The ladies are wearing scarcely any thing else this winter for outside garments but velvet, and the style is certainly so neat and beautiful, that nothing could be conceived more desirable.

— "More trouble coming," said Mrs. Partington laying down the paper, "there's the State of Affairs; I suppose it'll soon be applying for admission into the Union," and the old lady resumed her darning with a look of patriotic anxiety.

— A correspondent of the Courrier des Etats Unis in a letter dated Paris, 6th November, says that Jenny Lind is going to that city as soon as her American tour is over, under the charge of Mr. Benedict.

— A late Paris letter says that Gen. Changarnier has gained popularity in proportion as Louis Napoleon has lost it, and it is already confidently stated that the successful soldier will be the next President of the French Republic.

DEATH IN A STAGE COACH.—On Tuesday evening last, as one of the coaches of the National Road was descending Winding Hill, about five miles east of Smithfield, one of the passengers was suddenly seized apparently with a fainting fit. When taken out of the coach, however, he was found to be dead. Upon an examination of his papers it was discovered that the unfortunate gentleman was Mr. John E. Saunders, of Loudoun county, Va. He supped at Cumberland on his way West the same evening, and was apparently in good health. His body was brought to this place last night, where his friends are expected to meet it.—*Cumb. Civil.*

MRS. JUDSON, ("Fanny Forrester,") the widow of the late Dr. Judson, the Missionary, writes home to a friend, under date of September, 1850, that it was the wish of her late husband that she should return to America, collect his scattered family, and assume the guardianship of his children; but she conceives that she might remain at Maulmain a few years longer without disregarding his wishes, if God should preserve her health, so that she might be useful.

Allegheny Planing Mill,

ANDERSON STREET, ALLEGHENY CITY, PENNA.

THE subscriber would respectfully inform his friends and the public generally, that having completed his new Planing Mill, and having now in operation ten new eastern made Planing Machines, (Woodworth patent,) and several circular and upright Saws, he is now prepared to furnish promptly and at reduced rates, planed and sawed lumber of every description.

The attention of steamboat joiners, carpenters and builders, is particularly called to the above establishment, where a large assortment of planed and rough lumber, of different thicknesses, suitable for shipping, box making, house, steamboat work, &c., can be found at all times.

Also, lumber planed or sawed to order, with promptness and despatch.

JOHN A. BLOOMER,
jal6 Proprietor.

N. B.—All orders directed to Pittsburgh will receive prompt attention.

A Cheap Farm and Mills for Sale

Meige county, seven miles from Pomeroy, the county seat; and about two hundred and fifty miles from Pittsburgh; in the State of Ohio. There is about thirty-five acres cleared; with a good apple and peach orchard and a garden on it. Also, a Grist and Saw Mill, on Shade River; and all the Lumber and Flour is boated on the creek and river; the neighborhood is good, and the Mills, &c., have a good run of custom—frame Barn and a small frame dwelling house on it; cheap for part cash and part credit. It will be exchanged for a Farm in this neighborhood.

For further particulars, please enquire at

ISAAC HARRIS'
jal6 Agency and Intelligence Office, Fifth st.

DRESSED FLOOR BOARDS—50,000 feet, well seasoned, and good quality, for sale cheap by

JOHN A. BLOOMER,
jal6 Allegheny Planing Mills.

BOX BOARDS—25,000 feet different thicknesses, for sale by

JOHN A. BLOOMER,
jal6 Allegheny Planing Mills.

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New Lithographic Establishment,

610 Market-street, between Third & Fourth,

IS NOW ready to furnish every kind of Lithographic work in the most elegant style, such as *Show bills, Maps, Portraits, Landscapes, Cards; Bill heads, and Labels*, printed in gold, colors, &c.

At the same place Messrs. Mosser & Helmle have opened a DRAWING SCHOOL, and execute on order Drafts of Machinery, Edifices, Monuments, &c., with all possible accuracy and elegance. ja15-1y

GAS.—Just received, a splendid assortment of Gas Chandeliers, four, two and one burner; also, Brackets, single and double; Solar Lard Lamps, for Parlors, Churches, Halls, Steamboats and Stores, in large variety, of Cornelius & Co's unrivalled make; also, globes, chimnies and wick, by gross or dozen.

W. W. WILSON,
ja14 cor Market & Fourth sts.

PLANTAGENET GUARD RAZORS.—"The only safe and perfect Razor manufactured." Just received, per express, another lot of these truly valuable and unique Razors. [ja15] W. W. WILSON.

To Let.

A LARGE CELLAR, suitable for storing. Possession given immediately. For terms, apply to Geo. Weyman, or

GEORGE HUBLEY,
ja14tf No. 150 Water street.

Dissolution.

THE partnership of Reynolds & Shee was dissolved by mutual consent on the 1st inst. The business of the firm will be settled by either of the parties, the name of the firm to be used for that purpose.

S. O. REYNOLDS,
J. L. SHEE.

On retiring from the business of Reynolds & Shee, I would recommend Mr. J. L. Shee to my friends and the former customers of the house.

S. O. REYNOLDS,
ja14

J. L. SHEE, *Wholesale Grocer, Commission Merchant, and dealer in Paper and Rags*, corner Penn and Irwin streets. ja14

School for Young Ladies.

MR. J. BAKEWELL respectfully informs his friends and the public, that there is no foundation for the report that he intends to leave Pittsburgh. He also takes this opportunity of stating that his system of instruction in no respect interferes with the religious sentiments of any of his pupils.

☞ School Room in Smithfield street, between Fifth and Sixth. ja14:d3t*

Dividend.

OFFICE OF PITTSBURGH GAS CO., *January* 13, 1851.

THE Trustees of the Pittsburgh Gas Company have this day declared a Dividend of five ₩ ct., out of the profits of the last six months, on the capital stock paid in, payable to stockholders, or their legal representatives, forthwith, at the office of the Works.

JAMES M. CHRISTY, Trea'r.
ja14:d3w

The Best Place to Buy Tea.

MORRIS & HAWORTH'S *Tea Store*, East side of the Diamond. Good flavored Teas 50c ₩ lb; the finer kind 75c; the best imported $1,00.

Old country people, who use *Black Tea*, will find ours exactly to their taste. We have just received a lot direct from England, and *the same kind of Tea cannot be bought at any other Store in Pittsburgh.* "Strange, but true." ja14

ENGLISH GIN AND OLD JAMAICA RUM, for sale, wholesale or retail, by

MORRIS & HAWORTH.
ja14

THE BEST OF WINES AND BRANDIES, suitable for medicinal purposes, for sale by the quart or bottle, by [ja14] MORRIS & HAWORTH.

BLACK TEA—Same kind as used in England—small lasie. Price 75c ₩ lb; for sale by Morris and Haworth, the only place in Pittsburgh. ja14

WRAPPING AND PRINTING PAPER fo sale, in large or small quantities, by

W. P. MARSHALL.
ja14

PAPER HANGINGS—French and American Paper Hangings and Borders, from 6c to $2,00 ₩ piece, for sale by

W. P. MARSHALL,
ja14 85 Wood st.

For Sale.

A GREAT BARGAIN, a two story BRICK DWELLING HOUSE, on Pennsylvania Avenue, 6th Ward; modern finish; having ten large rooms; double parlors; dining room and kitchen on the first floor. The lot is twenty-four by ninety-four feet; a wide alley in the rear. This property cost $3000, and will be sold for $2700—in payments of $800 down, $200 in one year, and the balance in two years.

Enquire of T. Howard, Attorney at Law, Fourth st., between Smithfield and Grant streets. Call in the morning before 9 o'clock. T. HOWARD.
ja13 (Gazette and Dispatch copy 3t.)

WILLIAM B. NEGLEY, JOHN H. M'FADDEN.

NEGLEY & M'FADDEN,

ATTORNEYS AT LAW,

CORNER OF GRANT STREET AND DIAMOND ALLEY, (Opposite the Court House.)

Pittsburgh, Pa.

☞ We hope, by close attention to the business of our profession, to deserve a share of the patronage of our friends and the public. 1Y*

FLOUR—75 bbls. family Flour rec'd and for sale by

SHRIVER & BARNES,
ja13 Nos. 130 and 132 Second st.

BUTTER—200 bbls. prime roll just rec'd and for sale

SHRIVER & BARNES.
ja13

DRY APPLES—50 bus. rec'd and for sale by

SHRIVER & BARNES.
ja13

WHITE BEANS—6 bbls. rec'd and for sale by

SHRIVER & BARNES.
ja13

LARD—20 bbls. and 30 kegs, No. 1, rec'd and for sale.

SHRIVER & BARNES.
ja13

TIMOTHY SEED—4 bbls. rec'd and for sale by

SHRIVER & BARNES.
ja13

CHESTNUTS—50 bbls. rec'd and for sale by

SHRIVER & BARNES.
ja13

PEACHES—300 bus. rec'd and for sale by

SHRIVER & BARNES.
ja13

MOLASSES—50 bbls. new crop rec'd and for sale.

SHRIVER & BARNES.
ja13

Walter P. Hirshaul,

(Successor to Samuel C. Hill,)

IMPORTER AND DEALER IN FRENCH AND AMERICAN PAPER HANGINGS AND BORDERS,

Window Shades, Fire Board Prints, &c., &c.

Also—Writing, Printing and Wrapping Paper,

No. 85 Wood street,
between Fourth st. and Diamond alley, west side,
ja9 *Pittsburgh, Pa.*

HICKORY NUTS—6 bags for sale by

L. S. WATERMAN & SONS.
ja8

For Rent.

A DWELLING HOUSE, with ten or eleven rooms, in good repair, and with large yard, on Fourth st., Allegheny. Rent, $175 per annum.

Also—A STORE on Market street, Pittsburgh; a long Warehouse, on Third street, and several Rooms in Post Office Buildings.

E. D. GAZZAM,
jal1:d2w 164 Second street.

Ground Feed.

WE are now constantly grinding feed for horned Cattle and Horses, and assure Milkmen, Livery Stable men and Feeders generally, that we can supply them with an article of "Chop" which they will find better and cheaper than any thing of the kind ever offered in this market before. We have "put up" the requisite set of machinery for the above purpose ever seen "West of the Mountains," and have made arrangements for a supply of Grain that will enable us to furnish the manufactured article in abundance and at low prices.

We have also constantly on hand, or OUR OWN MANUFACTURE, Oil Meal, Corn Meal, Oat Meal, Hull'd Barley, Rice Flour, Roasted Coffee, Mustard, Ground Cinnamon, do Cloves, do Allspice, do Pepper, do Ginger, do Cayenne. All the above articles we warrant.

RHODES & CORNS,
jal1 3d st., opposite the St. Charles Hotel.

THOMAS WOODS, SAMUEL WOODS

T. WOODS & SON,

PRODUCE DEALERS AND COMMISSION MERCHANTS,

ja10 No. 61 WATER STREET, PITTSBURGH.

Fresh Teas.

JUST RECEIVED at the CENTRAL TEA STORE, a fine assortment of Tea, viz:—

Settlestone English Black;
do Extra fine Oooloong;
do English Breakfast;
do Oolong;
do Congou;
GREEN TEAS—
Extra Silver Leaf Young Hyson;
do Gunpowder;
do Old Hyson;
do superior Young Hyson;

H. C. KELLY, Fifth street.
ja10

EXTRA FAMILY FLOUR—18 bbls. Extra Family Flour for sale by [ja10] H. C. KELLY.

WINDOW SASH of all styles for sale by

H. C. KELLY,
ja10 Agent for Fallston Sash Factory.

100 BBLS. FAMILY FLOUR;
50 bags Coffee;
80 bbls. No. 3 Mackerel;
75 bbls. Tar;
100 bags Saltpetre;

For sale by
T. WOODS & SON,
Produce Dealers and Commission Merchants,
ja10 No. 61 Water street.

200 BUS. CORN;
200 bus. Oats;
100 " Shorts;

For sale by
T. WOODS & SON,
Produce and Commission Merchants,
No. 61 Water street.

Selling off at less than Cost, to quit the Business.

SHIRTS! SHIRTS!! SHIRTS!!!—The Shirts and Gents. Furnishing, at No. 80 Fourth street, sign of the golden Bee Hive, must be sold by the 20th of January. Call soon, as they are selling at 50 and 75 ₩ ct. less than the usual prices, and far less than first cost.

J. H. LAWMAN.
dec31 ☞ The Store to let and the fixtures for sale. J. H.

Prime Black Tea, from England.

MORRIS & HAWORTH, in the Diamond, have this day received per "packet ship Devonshire," from London, about 1500 lbs. of Fine, Strong and Rough Flavored Black TEAS—the very best that could be purchased in the English market. Price, 60 and 75 cents ₩ lb. The Tea Market, in the Diamond, "east side." [ja8

LINSEED OIL—5 bbls. rec'd and for sale by

SHRIVER & BARNES.
dec25

Jones' Solution of Jet,

A LIQUID HUMAN HAIR DYE for the changing of white, red or grey hair to a beautiful brown or jet black color, in a few minutes. Price 50 cents and $1.00. Sold by W. JACKSON, 240 Liberty street, Pittsburgh, head of Wood. [dec20

Jones' Lily White.

LADIES are cautioned against using common prepared Chalk.

They are not aware how frightfully injurious it is to the skin! how coarse, how rough, how sallow, yellow and unhealthy the skin appears after using prepared Chalk!

Besides, it is injurious, containing a large quantity of Lead!

We have prepared a beautiful vegetable article, which we call JONES' SPANISH LILY WHITE.

It is perfectly innocent, being purified of all deleterious qualities; and it imparts to the skin a natural, healthy, alabaster, clear, living white; at the same time acting as cosmetic on the skin, making it soft and smooth. Sold