

The Standard

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THE WEEKLY STANDARD

EDITOR AND PROPRIETOR MICHAEL G. MULLHALL 91 CALLE DEFENSA.

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Buenos Ayres. Messrs. Mackern. Fortin de Areco. D. Manuel Ramos. Villa Mercedes. D. Silvestro Torrobas. Lobos. Mr. Park. O'Neill. Castellas. Mr. Griffin. San Antonio. D. Leopoldo Taboada.

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Pilar. Sr. Hollaschell. Chascomus. Mr. James J. Graham. Paraná. Mr. Myers. Montevideo. Messrs. Mackern Bros. Asuncion. Mr. Nesbitt.

ADVERTISEMENTS:

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September 25th 1861.

BUENOS AYRES.

No. 22.

FOR COLONIA.

The well known fast sailing and commodious Pilot Boat... Kenn & Reilly.

For Colonia. THE WELL KNOWN PILOT BOAT ESTRELLA.

Will sail from this port every WEDNESDAY and SATURDAY at nine a.m. returning every MONDAY and THURSDAY.

NORTHERN ASSURANCE COMPANY ESTABLISHED 1836.

INCORPORATED BY SPECIAL ACT OF PARLIAMENT Capital £1,250,760.

Fully subscribed by nearly 1000 Shareholders whose personal responsibility is unlimited.

HEAD OFFICES London, Edinburgh, Aberdeen, Glasgow.

Policies are granted on every description of risk contingent upon life including insurances for the whole term of life, or for short periods with or without participation in profits.

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Agents at Buenos Ayres, Montevideo, and Rosario. Messrs Henry J. Fowell & Co. Office at Buenos Ayres, calle 25 de Mayo 50.

LA INVARIABLE PORTENA.

For Castellas, Monte las Flores. Office Calle Rivadavia, 443. Leaves on the 2nd, 12th and 22nd. Returns to Buenos Aires 6th 10th and 20th.

Conductor MANUEL LERO.

NUEVAS

MENSAJERIAS ARGENTINAS

For Villa de Lujan, San Andrés de Giles, Fortin de Areco, Salto, Rojas, Pergamino. Leaves on the 5th, 10th, 20th, 25th, and 30th of each month; returning on the 5th, 10th, 15th, 20th, 25th & 30th.

Nicasio M. Ramirez. Marcos Sanguinetti.

Enclavadores diligencias.

This new and commodious line makes three journeys weekly to Lobos leaving Buenos Ayres on Tuesdays, Thursdays and Saturdays.

MENSAJERIAS ARGENTINAS

For Pilar, Capilla del Señor, San Antonio de Areco, and Areafel. Leaves Buenos Ayres on the 1, 11 & 21 and returns on the 5, 15 & 25.

Conductor and Proprietor Pablo E. Diaz.

Sheep for Banda Oriental.

An experienced shearer-farmer of Buenos Ayres offers to sell sheep by the cut or otherwise to any persons transporting flocks to the neighboring Republic. He will also, if required, purchase on commission and ship any quantity in a given time.

AMERICAN IMPROVEMENTS!!

Messrs Meeks & Kelsey have just received from New York a machine for making tinted pictures at a fifth. All persons wishing visiting cards will be supplied by the dozen at a moderate price, also photographs for letters, albums &c.

Wool Bags

On sale at Calle Defensa n. 66.

Education ANGLo FRENCH SEMINARY

Between Buen Orden and Lima. This school is designed to give a thorough and liberal education, to furnish the facilities for acquiring the English and French languages, and the best instruction in arithmetic, drawing and music, and other accomplishments.

which the facilities for acquiring the English and French languages, and the best instruction in arithmetic, drawing and music, and other accomplishments. Two English teachers reside in the family and also an excellent French teacher, who give their personal attention to the pupils.

References: Rev Mr. N. Goodfellow; James Gibson; W. Temparty H. McKern.

Burgundy Wines.

J. Cottey, late of calle May 6, has removed to No. 83 calle Piedras, where he offers for sale a rich assortment of wines which he receives monthly from Burgundy.

On sale.

A surplus of land in the department of Surisno, Banda Oriental, distant not more than seven leagues from Mercedes, with excellent pasturage and well watered; suitable for sheep farming.

YOUR LIKENESS.

In photograph or ambrotype, taken with the most perfect fidelity by Charles Reuter, Studio calle San Martin opposite the Roma Hotel. Prices and exact at cheap rates, and in every variety.

MORON

Messrs. NUTTALL and SMITH. Have opened an establishment of grocery and inn, where persons from the country districts may procure stores at reasonable prices and find every accommodation when travelling.

The Teeth.

Dr. Cornwell American Dentist. Calle Rivadavia No. 275 between Salupan and Arce, advertises his services and the public that he is prepared to perform all operations for relieving pains and other ills arising from decayed teeth, and restoring to health and beauty these precious organs, such as extracting, cleaning, destroying nerve and filling with gold and other materials.

Rams for sale.

The undersigned begs to inform the sheep breeders of the North that his establishment in the county of Southampton holds a large number of the best rams of the Villa Mercedes, who has on hand an excellent assortment of nearly 400 rams of different classes and prices to suit the wants of buyers.

Translator.

The Director of the Commercial Rooms can recommend a competent person who will engage to translate into Spanish any documents written in the English, French, Italian or Portuguese languages.

Sheep and Rams.

The undersigned has to sell a large amount of sheep; he can supply purchasers in almost all of the departments in the country, either picked or by the cut. Also rams of all classes. He undertakes to deliver them at any point the purchaser may require, for which purpose he has the best of men.

Also for sale, one league of excellent land in Banda Oriental. Apply at N. 25 calle de Reconquista.

DRABBLE BROS WITH I. LAING, VERSUS. DICKSON & Co.

The following statement of this case, as pronounced by Dr. Irigoyen, is published by the plaintiffs with the view of giving the commercial public an insight into the several points at issue. Speech of Bernardo de Irigoyen, barrister at law, delivered in the Supreme Court of Justice in behalf of Messrs Drabble Bros, and John Laing in their suit against Dickson & Co. for the fulfilment of guarantees given by their representative Charles Gloede.

My lord. If the conviction of advocating a just and simple cause is flattering to the advocate who stands before your bench, I have reason to be confident on this occasion which imposes on me the delicate but necessary task of impugning a decree of the Tribunal of Commerce. At the same time that I render my tribute of respect for that court, I assert that I deem to be directly opposed to the constitutional charter that governs the universal principles of legislation and the precepts of social order.

Fortunately I am not the only one who entertains such sentiments regarding decisions, like that against which I appeal. To quote the words of a French lawyer, in a similar case, this legislation of two faces, one for the future, another for the past, is calculated to ruin public confidence and establish an eternal precedent of injustice and disorder.

Your lordship has already an idea of the action you are called upon to try. Let me, then, briefly recite the leading features of the case, touching in the first place, on the facts that demand redress, and passing finally in review the statutes that are applicable to same.

The house of Dickson & Co. is one of the oldest in this city, and the extent of its business coupled with the upright character of its deceased principal, gained for it a well-deserved celebrity.

Of these was Mr. Charles Gloede, who was accordingly advertised, in the local journals of 1859, as manager of the house of Dickson and Co. in virtue of said notice, the sole formula customary in this city.

ing eight years he acted as fully and freely as could have done the gentleman himself, whose firm was so completely entrusted to him. Under this authority he purchased and sold ad libitum; bartered exchanges on Europe; drew and accepted bills with the passive consent of Dickson, who by this lengthened course of transactions, without complaint or protest on his part, naturally confirmed Gloede's management, and added, if we may say so, to the prestige of his manager.

Here it is proper to observe that this has ever been the only, and customary mode in B. Aires of guaranteeing commercial transactions. The introduction of a merchant from the interior provinces, or from the river coast, on the part of a firm here established; the recommendation to deliver him what he may please to buy, has always been, and is still, considered a positive guarantee by the introducer.

Security being thus given in the manner, then and even now prevalent, and some of the bills having fallen due without being met by Messrs Kaston and Lucas, the houses interested applied to Dickson & Co. for payment. Then it was that Mr. Charles Gloede, who plays so foul and discreditable a role in the matter, refused to satisfy them, denying the responsibility of his employers and alleging, as they now seek to maintain, that, for the bargain in question he had given only his own personal security, not that of the house he managed.

Your lordship may imagine the surprise that this negative produced in the minds of the sellers. They severely condemned the agent; but the latter, changing his attitude, admitted the actual obligation of Dickson, which he confirmed in writing for such as demanded same. He subsequently kept this engagement, and paid, when due, the bills of Tomkinson and Carlisle, as also those of Best Bros, Traylor Hall, Edward Lamb and others.

It is, my lord, indeed surprising that at this stage of the proceedings, the existence of such security should be denied; and I regret that I have again to recur to this fact which, I considered beyond the limits of discussion or doubt. In folios 109 and 110, we have the declaration of Tomkinson and Carlisle; they state, that Dickson & Co. guaranteed in 1859 the purchases, made in their respective houses, by Kaston and Lucas; that the said firm disavowed the transactions, but afterwards admitted their liability and discharged same.

and personal liability of the agent. These reasons were warmly defended and it was then, found necessary to bring the matter before the Tribunal of Commerce, which court rejected the exceptions taken, and decreed the responsibility of Dickson & Co., ordering at the same time a meeting of creditors. This sentence was appealed against, and confirmed by this Tribunal.

In the interval of these events, Mr. Federico Dickson, hearing of the obligations contracted by his agent; nobly stepping aside from the path of evasion here indicated, and in respect for his fair name and credit, sent orders from England, to pay all the creditors whose demands were legitimately or otherwise guaranteed by the man to whom he had improperly confided his house and business. In consequence of this order all holders of bills, promissory notes, or guarantees, given or subsequently countermanded, were satisfied. Moreover had not Mr. Dickson died at that very time, my lords should likewise have settled their accounts, for he certainly would never have suffered any one to recur to these courts for the fulfilment of obligations contracted in his name and by virtue of his authority.

What grounds, let me ask, are alleged for the prolonged litigation? Absolutely nothing new; they quote the same reasons which the principal of the firm, Mr. Dickson, himself signified when he ordered the payments above mentioned; the same, which the agent likewise availed as untenable when he disavowed the claims of Tomkinson, Carlisle & Best Bros, and the same which the Tribunal of Commerce rejected, when they decreed a meeting of creditors. The respondents, unimpaired of all these antecedents, and as decisive, come here to maintain now.

1st. That no guarantee was given. 2nd. That if there was, it was merely Gloede's personal security. 3rd. That Gloede could not make the firm responsible; for his reasons. 1st. Want of powers on his part; 2nd. Excess of feebleness; 3rd. Such guarantee being opposed to the usual business of the house; 4th and lastly, that even supposing the validity of the alleged security, Dickson & Co. cannot be held liable, unless after the purchases.

In this recital are comprised the first two particulars to which I intended to call your lordship's attention. It is, my lord, indeed surprising that at this stage of the proceedings, the existence of such security should be denied; and I regret that I have again to recur to this fact which, I considered beyond the limits of discussion or doubt. In folios 109 and 110, we have the declaration of Tomkinson and Carlisle; they state, that Dickson & Co. guaranteed in 1859 the purchases, made in their respective houses, by Kaston and Lucas; that the said firm disavowed the transactions, but afterwards admitted their liability and discharged same.

these, generally speaking, have all one like basis or are concluded on the same conditions.

The declaration of Mr. Wm. Wilson, folio 128, cannot be more clear or conclusive. He relates all the circumstances and even the very terms on which the guarantee was granted; and his words exactly tally with the version given by my clients since first they commenced this suit.

Dickson's agent endeavored to cast an imputation upon said declaration, representing Wilson as a clerk of Drabble & Co. but, apart from the fact that this imputation comes late, and is nowise in the regular, prescribed form, it is wholly ill-grounded.

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Wilson's declaration is in perfect conformity with that of Lacasse, who, in folio 126, admits "that the purchase he made at Drabble's office was guaranteed by Mr. Charles Gloede, representative of Dickson & Co. It also corresponds with that of Kasten, who, in folio 244, states "it is true he made the purchases under Gloede's security."

Hence we have a complete proof in strict conformity, two of the witnesses being Dickson's partners, who are therefore most interested in opposing this action.

The books of the house, for which I speak, refer to your lordship's most convincing testimony of the contract. They will stand the closest scrutiny, the most severe objections that can be raised by legal criticism.

They are made up, day by day, with all the exactness that merchants require for the credit of their books. And here we read, as by certificate, folio 72, all the sales in question entered in this manner:

Dickson & Co. for Kasten. Your lordship here sees that, at the very date, in the same moment, of effecting the sales, they appeared in the sellers' books as guaranteed by respondents; and it is incredible to suppose that respectable mercantile firms could be guilty of making false entries, or returning fictitious securities if they were not really such.

With what object, I ask, or for what end would they resort to fraud or interpolation regarding their own acts, when no fears were entertained of the fulfillment on part of the buyers? The simple form of entry, the wording of the items establishes its truthfulness.

If these books merely said "sold to Lacasse," and "Dickson & Co. guaranteed by Dickson & Co.," there might be room to cavil about the possibility of a subsequent addition. But standing, as it does, in the same document, so clearly and simply worded, the good faith of the matter, is established, unless we are ready to tax the transactions of our trading firms with the charge of chicanery and bamboozling.

It has been sought to question my clients' books on the usual ground. Undoubtedly, for the same reason, they are used as a proof against the producer; but it is equally certain that, when the books of a commercial house are found, like those in question, to legal requirements; and when the items entered are in accordance with other important circumstances, as here happens, when said books are not contradicted by others, kept in due form, as neither Dickson, nor especially Gloede, have opposed them; then they are held unshaken evidence according to the best commentaries of the laws of trade.

Mr. Pardessus, in his mercantile treatise, Massé, in his essay on same subject, Soulier, in his book of legal testimony; and Bonnie in his modern work on evidence all agree that, in suits between merchants, on commercial questions, the daily ledger, when supported by other antecedents, is *prima facie* evidence. The French code of commerce likewise holds this doctrine; and the same is contained by our own statutes, which are in this point a reprint of the ordinance of Bilbao, Chap. 9, Sect. 11, & 12. I rely, then, on this uniform doctrine, I rely on existing laws; and by their authority, produce to your lordship the books of my clients as an indisputable proof of the security, whose fulfillment I demand.

If fresh proofs are required, I can produce them in the transfers of sales, made out in favor of my clients. The transfers in the documents delivered by the article sold, which pass at once to the hands of the purchaser. Well, my lord, in the transfers, the transfers were given in favor of Dickson & Co. It is true they have denied this all-important circumstance, but their own will go to show that they contradict the plain facts.

Kasten and Lacasse admit in folios 144 & 156, that "some transfers of goods were made in favor of Dickson & Co.;" Wilson also affirms that "the transfers were given in Dickson's name." Don Luis Cerro, the broker employed on part of the buyers, in these matters, declares the same, folio 68.

The original transfers, still existing in the Custom-house registers, and of which we annex copies prove the truth of this fact. It is both strange and lamentable that the Collector of Customs has refused to produce in court these original vouchers, which were asked of him; because the documents deposited by public archives are unquestionably destined to serve in questions, like this, of civil or administrative importance.

In the case, your lordship will consider this essential point as fully explained. In folio 102 the notary-public certifies, that "of the eight transfers produced, in seven of them, the name 'Dickson & Co.' has been erased, and that of 'Kasten' substituted."

In the declaration folio 168, the notary says "in the transfers given by Drabble Bros, the name of Dickson is blotted out, and that of Kasten Bros. substituted, signing for the latter Messrs. Cerro and Grasso brokers. Moreover, Robert Niell, who was a clerk of Drabble's, in the act of the contract, and is so even still, declares in folio 102, that the transfers were given in favor of Dickson; and that they were afterwards altered by him at the request of the agent of the house. Your lordship will excuse my saying another word on a matter already so clearly established.

The respondents, being taken aback by these evidences, have alleged that the corrections were made by the brokers Cerro and Grasso who were, they say, agents of the vendor. This is a lie of brass. The alterations were made by Dickson's clerks, for, so Cerro and Grasso affirm, they were made by order of the head of the house, and in the presence of Robert Niell, who executed said order.

But even supposing that Cerro had changed said names, these gentlemen are not the agents of the vendor, but my clients. Their very occupation is metamorphosed for the purpose of hood-winking this court. Mercantile brokers are always, employed by the agents or dependents of the importing firm, who limit themselves to making out transfers for the buyers. The latter choose their brokers, who present transfers to the Custom-house and act as their agents in all the necessary steps till the goods are placed on board. Such is the part of Cerro and Grasso in this transaction; and Kasten is not a party to it, as given them the usual power of attorney. You will here weigh, my lord, how wide is the difference, in altering the name of the agent, at the direction of one of his clerks, at the manager's discretion and presenting same to the buyers' brokers as I have just shown; how different, I say, from their being ordered to alter the name of the agent, as it has been sought to maintain.

As a last resource with respect to the transfer, our opponents urge, that Messrs. Drabble's clerks, Robert were at liberty to object to these alterations, if found improper. I can imagine that the attorney on the other side, being little versed in commercial routine, should raise this point, but I am at a loss to understand how the merchants for whom he speaks could suffer him to advance such arguments in this case. When ever an importing firm sells goods for exportation, they pass the transfers to the purchaser, and as this signifies a surrender of the goods, they do not think nor interfere any more in this matter; but merely enter the amount in their books. The transfers being an aptitude in knowing about such alterations. It is just the case of one who accepts a bill, and, after affixing his signature, has no reason to know the endorsements are made thereon, until it becomes due.

The facts which I have sketched, are more than sufficient and conclusive; but, if I may still add further reasons to establish the liability of Dickson & Co. I will direct your lordship to the account sales of said goods. Kasten confesses, in folio 143, that "some were in Dickson's name, and some, folio 165, declares the same. Wilson certifies in f. 128; and, to corroborate these statements, we have the original account-sales, folio 119, sent by Mr. Lamb to the Justice of Commerce in Montevideo. Your lordship sees it here in Dickson's name. This completes the chain of evidence, and shows the liabilities of the respondents; upstanding, at the same time, this simple declaration, establishing the equity of our suit, proving the honesty of Dickson's declaration, and the truth of my clients' books and arguments. I do not feel, my lord, bound to offer another observation at this point; the validity of the guarantee is, I think, fully demonstrated. The declarations of unimpeachable witnesses, and even the admissions of the respondents; the accept-books made up in the proper form; the transfers and original bills of sale; all uniformly establish the chain of evidence, and show the liability of the respondents.

authority to contract such an obligation. This is contrary to the facts: in the first place Dickson's firm advertised the power conferred on Gloede, without placing any limit or restriction, and, from that moment, became responsible for all his acts, in the legitimate, or abusive, exercise of such faculty.

The commercial body had reason to consider him fully empowered, and that they reported him; for, it is not the paper formula, locked up at home, that serves as a guide in business matters, but the general facts which are open to the knowledge of all.

"Mercantile affairs," says Mr. Masse speaking of the responsibility of those who figure as partners but are not such, "are managed in good faith, and the hurry of business does not allow a third party to suspect the deed of partnership and to ascertain the standing of one who appears as a partner."

The remark of this writer is equally true regarding the power conferred on a third party. An advertisement through the press or by circular is the usual, and the only, manner of informing the commercial public of the agencies appointed.

This is rule in every case, and, for the same reason, whenever a firm is unwilling to answer for all the acts of their agent, they are careful to add, in mentioning his nomination, the limits of his action and the restrictions attending his appointment.

Those who do not act so, those who, like Dickson, simply publish that they have entrusted their business to such or such a person, are answerable for whatever ordinary transactions he may carry out, and your lordship cannot fail to perceive that the contrary would be not only unjust but also calculated to encourage fraud and imposition.

If a respectable firm, after appointing their agent and advertising same, (in terms so general and unlimited as Dickson with Gloede), could back out of their responsibility, in virtue of the power key loose in their pocket-book, that would be a signal gain for rickety. A good speculation would be held valid, by the public; and, a last one, which would be discovered, by the secret powers which must be produced, only in such cases as this, when it is found convenient to shirk the consequences of one's own acts.

These are the extraordinary and inadmissible effects of the principles here maintained by Dickson & Co. But we will briefly sum up my argument, viz: Because the notice published was unlimited; 2nd Because Dickson & Co. have put themselves out of court, in this particular, by admitting, folio 220, that Gloede's powers "enabled him to manage the ordinary transactions of the house."

Such being the case, the minor dispute of the agent of sense, for, it is clear that, besides the principle enunciated, there is our confession codes Gloede ample faculties in all ordinary matters of the firm.

When a respondent alleges that Gloede's powers however general, precluded him from becoming security, such operation being contrary to the usual routine of the firm, and his own instructions; great stress is laid on this defence, which is, in my opinion, much weaker than the rest.

My first preface to your lordship, that no legitimate mercantile operation was contrary to such routine. A house, that receives cargoes and sells at libitum; that barter exchanges on Europe; that gives and discounts bills; that, in short, has no limit in its operations; can it be, for a moment, supposed of a usual house, to give its agents for goods worth one or two thousand doubloons.

Could any one think of disputing with Dickson & Co. whether it was not within the orbit of their transactions. When a firm, like that of Dickson, is installed and carried on during 30 or 40 years with high credit, there are no questions or investigations made, as to its routine; nor is the security of its partners ported goods out of the usual limit.

Quite the reverse, this system of guarantee is common in houses like Dickson's either in favor of recommendations from beyond this province, or for other merchants with whom they transact business.

If we accept of the ideas here propagated, every act of business must demand an investigation; every day would involve numberless discussions, and the managers of important houses should scarcely have time enough to exhibit their powers and instructions, if even their patience supported them in so doing. The law, which discounts so many millions a month, should have to inspect hundreds of deeds by the hour, make inquiries of the managers of every thousand questions as to whether the discounting or acceptance of a bill or note entered or not into the routine of the particular house.

The representatives of Dickson & Co. are two intelligent English merchants; and, if either of them resolved to act up to the arguments advanced in their name; if either should have ventured here to tell your lordship that the rule is practicable; and that the guarantee 2000 doubloons did

not enter within the commercial orbit of Dickson & Co., my lord, or men is erroneous. No, my lord, they could never maintain it, for, houses like Dickson's, Armstrong's and Desballe's, and all of this class, have no limit save the very limits of their head or the instinct of calculation.

Hence, we see them carrying out, or sharing in, all kinds of speculations; they buy oil, import goods, produce, enter into railways, country produce & government loans; in a word, hesitate at nothing that can promise them interest or gain. The doctrine they have sought to enunciate is as imaginary as it is dangerous, and the Courts are obliged for the security and benefit of trade, to reject it.

Having proved that Gloede's powers enabled him to contract and execute, and that it was by no means beyond Dickson's commercial routine, I will take up the case that Gloede has as stated, exceeded his instructions. But how can such a plea impede the suit of my clients? In no way whatever. They could not be aware of the private arrangements entered into between the agent and his principal.

They beheld in Gloede only the representative of Dickson & Co.; it was with them they treated, and they confided their property; and they it is who are obliged in law and honor to satisfy them, notwithstanding any secret negotiations or connection that may have existed between Gloede and the secured parties. The fixed principles, applicable to this point, cannot be more conclusive: "the agent of a merchant is a trustee of his office, invested with full power to act for such merchant, and every act of his, in the circle of operations entrusted to him, bind him as if he were his own personal doing; excepting always his remedy against the agent if he should exceed his instructions, but without prejudice to the rights of third parties who have treated with him in good faith and without knowing the restrictions imposed on his action."

These are the words of Bouquet and Pardessus; Masse and Harou are of the same opinion; Bedardie and other celebrated writers give a like decision; and these principles are consecrated in every civil code from the Digest down to the Code of Commerce of the Spanish law to that at present in force in this country, which latter is very clear in sect. 139 & 143.

The exceptions, however, supposed cannot therefore bar my clients' action, so long as there is weight in the opinions and statutes I have just quoted.

Dickson's representatives not being over confident in the strength of these objections, maintain moreover that the guarantee was Gloede's personal security. I have already proved the contrary. To the same effect, says the Spanish Code, to the same effect, contained in the French, Sardinian, Neapolitan, Austrian and Dutch statutes.

Our Provincial Constitution, accepting this principle, so universally admitted, expresses this also, art. 100 in these terms: "No law shall have a retro-active force."

Having therefore agreed on this point, so are all writers and jurists, and certainly this is but right, for, if laws could affect the past, as the Tribunal of Commerce seems to do, such a principle would upset the most important interests of society.

Here, then, you have, my lord, the usual principles, however, in a few words. Here you have the constitutional dogma violated by the Tribunal of Commerce, which has endeavored to give the statute of 1860 not only a retro-active force, but back as 1851, but, what is much more serious, a derogatory power regarding acts then consummated, and affecting acquired rights which are inalienable even by law.

In investigating the motive for so unaccountable a proceeding, I find nothing more than a mistaken interpretation of art. 1761 which ordains that by this rule are to be judged all matters pending at the epoch of its promulgation. The Tribunal has not, naturally, any other object than transactions not completed, or affairs pending at the date of such promulgation; but by no means includes bargains already concluded, negotiations fully arranged two years before, such as the security in question. These transactions, once entered into, are certain obligations on Dickson & Co. and gave certain rights to my clients that are inseparable from them, and can neither be taken away from them, nor altered by any other legal authority.

If the Tribunal of Commerce interprets the Mercantile code in any other sense than that of the parties, it is fancy that it implies an annulment of all contracts however legally concluded at the time of their execution. I do not believe, my lord, that for such ideas to be put forward by the representatives of our local legislators, who, if such was really their intention, must have been authorized from the sources of legislation as from the tutelary principles of society.

The *Consulado* forgets that nothing is higher than the constitution, and as this denies all retro-active effect to the laws, the statute which they endeavor to give this statute of the Commercial code is essentially unconstitutional.

The clause mentioned, refers, as I have said, only to matters actually pending which have involved no right, and the contrary interpretation is inadmissible; for, as Masse says "there is no reason to attribute to the Legislature, who may have employed ambiguous phrases, an intention to mislead."

Lastly the Tribunal of Commerce has forgot on that the same very law cited by them, resolves the difficulty in these express terms, art. 3: "The laws affect matters pending or to come, but never changes rights acquired, or obligations arising from acts or contracts previous to its promulgation."

Although the wording of this statute saves me the trouble of a lengthy argument, your lordship will permit me, for a clearer demonstration of my clients' rights, to throw overboard all that I have brought in evidence, and accepting for hypothesis the opinions of that court, I insist that even so it is surprising to hear them decide that they considered unnecessary to enter into the question as to whether the *Consulado* could or could not execute those acts, and whether such imputed liability on the house of Dickson & Co. has been disengaged, par suo expressio, to find that at this stage of the proceedings, when both parties had exhausted so many efforts, and, I ask, have not succeeded even to explain to the Tribunal of Commerce the question of issue, the only real subject, which they reject as irrelevant.

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Gloede, too, has confessed the guarantee in all his declarations. Kasten and Grasso have corroborated the same; and this point, so far from being contradicted, is fully borne out by the unanimous testimony of all the parties interested, as is required by the statute wrongly invoked, I say; the only question, therefore, is: Who the only one that brings us before this court, is that from which the *Consulado* proceeds, namely, whether the security given by Gloede, the agent of Dickson, was subject to any public restriction on his powers, obligations or not; the house that the respondents allege that Dickson & Co. inserted in folio 217, that from the beginning they had their own word to others, namely, that the firm was not compromised in these transactions, and that supposing Gloede had guaranteed them, such guarantee was a merely personal security, which could, by no means, be extended to the house; and that, in fact, this is, that they have directed all their efforts, and advanced their property, without once dreaming of calling in doubt the existence of any guarantee, and that, in fact, they have not only admitted, and made up a difficulty that appeared to no one up to this moment. Their decision is doubly bold, since they reject what at have never been questioned, and do so in terms contrary to the facts and to the admission of the parties themselves.

Lastly the respondents plead that, accepting the security contracted by their representative, they cannot be sued before the principal, and to fulfil this proposition, they have arbitrarily said upon the theories of guarantee, showing that it is a subsidiary obligation, and that all laws are in accord on this particular; and that the security they have given is not to be taken away from them, except to add, that all laws uniformly to the contrary, which they have forgotten the case wherein the principal, so obligor, is, like Kasten and Lacasse, notoriously out of the jurisdiction, and this throws the liability on the bill statute 9th, cap. 12, is clear on the subject; but, statute 9, sect. 18; and the commercial code are to like effect, concerning with the constant practice and meaning of guarantees in mercantile affairs.

Having vindicated, therefore, the existence of this guarantee, the antipathy of Gloede's powers, as admitted by respondents, embracing all matters in the ordinary routine of the house, and that the security in question was not beyond such routine; nothing is now wanting, but, that Dickson & Co. should do, for my clients, what they have refused to do for the respondents, mentioned. Nothing, my lord, if a word, but, that justice should award its decision.

Before closing, I beg, my lord, to offer a final argument which, I deem, of simple but important, and I do so with greater pleasure, since it does credit to the genius of Messrs. Dickson's advocates. The issue has left no stone unturned, nor omitted anything belonging to the importance of the suit, and my own professional character. Yet, in this matter, it has never occurred to my lord, to quote the Commercial

code, or to refer to the *Consulado* in its present decision. The actual statute was passed in 1859 and put in force in 1860. How, then, can we imagine wherefore the Tribunal of Commerce pretends that my clients should be bound by it in 1858, when said law was not even dreamt of. They made their arrangements conformably to the established usage, and to the laws and regulations then in being; they did every thing in due form, and it is utterly incomprehensible that this transaction so executed in accordance with the epoch of its existence, should be now considered destitute of legal force for not corresponding with the requirements enacted two or three years later.

Promulgation of the *Consulado*, is the legislator's dictum, *ex re et lege*, and, doubtless, before such, the law is perfect, "but, it is not obligatory, being applied to facts already anterior to its promulgation, which acquires legal force and activity by promulgation. This is the unanimous opinion of all jurists; and it may be concluded, that, if they deny all force to laws already promulgated, but not promulgated, this principle has double weight to resist a law, which, like the one here cited, was neither promulgated nor sanctioned, may not even projected at the time.

While the Tribunal of Commerce violates the principles laid down in every code of laws, it puts in practice such a principle, which has been explicated and condemned, from the time of the Romans down to our own days of modern times, by all statutes, even including those of our Provincial Constitution. "The law does not regard the past, it looks only to the future, and has no retro-active effect to the past, such as a principle, which is not promulgated, this is a more or less fundamental dogma, I may say, axiom, outraged by the Tribunal of Commerce.

Our Provincial Constitution, accepting this principle, so universally admitted, expresses this also, art. 100 in these terms: "No law shall have a retro-active force."

Having therefore agreed on this point, so are all writers and jurists, and certainly this is but right, for, if laws could affect the past, as the Tribunal of Commerce seems to do, such a principle would upset the most important interests of society.

Here, then, you have, my lord, the usual principles, however, in a few words. Here you have the constitutional dogma violated by the Tribunal of Commerce, which has endeavored to give the statute of 1860 not only a retro-active force, but back as 1851, but, what is much more serious, a derogatory power regarding acts then consummated, and affecting acquired rights which are inalienable even by law.

In investigating the motive for so unaccountable a proceeding, I find nothing more than a mistaken interpretation of art. 1761 which ordains that by this rule are to be judged all matters pending at the epoch of its promulgation. The Tribunal has not, naturally, any other object than transactions not completed, or affairs pending at the date of such promulgation; but by no means includes bargains already concluded, negotiations fully arranged two years before, such as the security in question. These transactions, once entered into, are certain obligations on Dickson & Co. and gave certain rights to my clients that are inseparable from them, and can neither be taken away from them, nor altered by any other legal authority.

If the Tribunal of Commerce interprets the Mercantile code in any other sense than that of the parties, it is fancy that it implies an annulment of all contracts however legally concluded at the time of their execution. I do not believe, my lord, that for such ideas to be put forward by the representatives of our local legislators, who, if such was really their intention, must have been authorized from the sources of legislation as from the tutelary principles of society.

The *Consulado* forgets that nothing is higher than the constitution, and as this denies all retro-active effect to the laws, the statute which they endeavor to give this statute of the Commercial code is essentially unconstitutional.

The clause mentioned, refers, as I have said, only to matters actually pending which have involved no right, and the contrary interpretation is inadmissible; for, as Masse says "there is no reason to attribute to the Legislature, who may have employed ambiguous phrases, an intention to mislead."

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Lastly the respondents plead that, accepting the security contracted by their representative, they cannot be sued before the principal, and to fulfil this proposition, they have arbitrarily said upon the theories of guarantee, showing that it is a subsidiary obligation, and that all laws are in accord on this particular; and that the security they have given is not to be taken away from them, except to add, that all laws uniformly to the contrary, which they have forgotten the case wherein the principal, so obligor, is, like Kasten and Lacasse, notoriously out of the jurisdiction, and this throws the liability on the bill statute 9th, cap. 12, is clear on the subject; but, statute 9, sect. 18; and the commercial code are to like effect, concerning with the constant practice and meaning of guarantees in mercantile affairs.

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...Never has he dreamt of...
 ...the *Casabado* took into their hands...
 ...I have just established...
 ...of my previous demonstrations...
 ...in the name of the commercial interests...
 ...so seriously affected by the decree...
 ...against which I appeal. I respectfully...
 ...call on your lordship to reverse it...
 ...by declaring Dickinson and Co. debarred...
 ...of the amount in question. But if you...
 ...decline, my lord, to wind up this case...
 ...seeing that it has not been yet...
 ...resolved in the first instance (I...
 ...intentionally, according to my opinion...
 ...of the sentence appealed, I submit that...
 ...your lordship should send it back to...
 ...the Tribunal of Commerce, requiring...
 ...that court to pronounce a verdict...
 ...according to law.

Notes.
 In explaining the suit of John...
 ...Loring & Co. it was shown, in addition...
 ...to the arguments and facts above...
 ...cited, that some further circumstances...
 ...mitigated in their favor:

1st That Loring & Co. had produced...
 ...copies of accounts with the leading...
 ...Dickson & Co. to which the latter did...
 ...not oppose the originals, as they...
 ...should have done, were such copies...
 ...in accordance with the declaration...
 ...of the clerk, who made out the transfers...
 ...alleging that such transfers were...
 ...drawn up in name of Dickinson & Co.

2d That in the documents, were...
 ...found the original transfers, all in...
 ...Dickson's name, altered by the clerk...
 ...of the latter Rob. Niell (as appears by...
 ...this sworn testimony), with the...
 ...exception of one that still remains...
 ...unaltered, which, of course, was...
 ...despatched by Dickinson & Co., since...
 ...they alone could receive the goods...
 ...transfers being in their names.

3d That all the declarations of...
 ...witnesses, account books, and transfers...
 ...were perfect and mutual conformity.

THE WEEKLY STANDARD.

Victory of Pavon.

Mitre is certainly "the man of...
 ...the day." The tide of fortune...
 ...that hitherto favored Urquiza, has...
 ...set against him, and his military...
 ...prestige, the strongest arm of the...
 ...Republic, is broken. When we...
 ...said that this month is the luckiest...
 ...in the Calendar for Buenos Ayres...
 ...we scarcely anticipated so full a...
 ...verification. The long series of...
 ...contests between this city and the...
 ...Provinces is now at an end, and...
 ...we have reason to hope at last for peace.

On the morning of the 19th (Thursday)...
 ...the army marched into the province...
 ...of Santa Fé, and having driven back...
 ...the vanguard of cavalry, came up...
 ...with the whole body of the enemy...
 ...a little after mid-day. On drawing...
 ...up the two armies our General-in-chief...
 ...counted his forces, 15,500 strong...
 ...with 34 pieces of cannon, and...
 ...estimated those of his adversary at...
 ...15 or 17,000 rank and file with 42...
 ...guns, some of heavy calibre.

At 1 P. M. fire was opened...
 ...at both sides, Mitre's lines...
 ...advancing up to half cannon...
 ...from the enemy, who rested his...
 ...centre on the strong position of...
 ...Estancia Palacios and his left on...
 ...Pavon. By this time Urquiza's...
 ...vanguard had fallen back on...
 ...Cañada Rica, and Mitre's movement...
 ...had cut off two divisions. With...
 ...the view of throwing their front...
 ...into disorder Mitre kept up a...
 ...galling fire of artillery; and then...
 ...ordered Colonel Panero, chief...
 ...of his staff, to advance with the...
 ...centre battalions and break or...
 ...capture the enemy's infantry and...
 ...artillery.

Colonel Emilio Mitro in...
 ...supporting Panero had his horse...
 ...killed under him, by a cannon...
 ...ball, while leading on his column...
 ...in the attack. This movement...
 ...was executed with the utmost...
 ...courage, skill and rapidity. Colonel...
 ...Rivas and Agüero, with the...
 ...other officers in command...
 ...dashed forward under a deadly...
 ...fire of musketry and grape-shot...
 ...gallantly put the whole body...
 ...of the enemy to flight, captured...
 ...the flag and pursued the fugitive...

While juvenile patriots let off...
 ...rockets for the recent victory, and...
 ...party journals crow over the...
 ...vanquished, all sensible folks naturally...
 ...ask "what's the next move?" Our...
 ...army being of San Nicolas...
 ...shows that Mitre, by the...
 ...direction of his cavalry was obliged...
 ...to recross the Arroyo del Medio;...
 ...and the demand for re-inforcements...
 ...gambler, even from the fugitive...
 ...gauchos is, proof that our general...
 ...is resolved to assemble all available...
 ...forces, before the opening of the...
 ...season. In other words the war...
 ...is not over, as is seen by the...
 ...high price of doubloons; and if we...
 ...are spared the terrors of a siege, we...
 ...are not yet favored with an olive...
 ...branch. In the battle of Pavon...
 ...the armies were about equal, and...
 ...Urquiza will soon, with diminished...
 ...numbers endeavor to make another...
 ...stand, as the gambler who loses his...
 ...stake, still risks another throw. The...
 ...most serious detriment is the...
 ...capture of his artillery, which...
 ...cripples his future operations...
 ...and the diminished force of a...
 ...defeat, which destroys the...
 ...confidence of his horsemen. Some...
 ...of the details of the fight are...
 ...interesting; when the cavalry...
 ...was ordered, Mitro reposing all his...
 ...hopes in the flank, summoned...
 ...his troops to fight, captured the...
 ...flag and pursued the fugitive...
 ...and captured the flag and pursued the...
 ...fugitive.

...taking a large number of...
 ...prisoners. This manoeuvre decided...
 ...the fate of the day, and Colonel...
 ...Loring was unanimously...
 ...sainted. General by his victorious...
 ...companions-in-arms.

At the same time fortune had...
 ...deserted Mitro on another part...
 ...of the field, for the cavalry, being...
 ...backed on both sides, by the...
 ...enemy, struggled for some time...
 ...to save their honor, but eventually...
 ...fled in confusion across the...
 ...plain, leaving only 300 men, who...
 ...unable to make head against...
 ...superior numbers seized the...
 ...moment to incorporate themselves...
 ...with the main body. Horos...
 ...taking the command of this...
 ...handful made a sudden...
 ...diversion, taking 34 waggon...
 ...which the vanquished were...
 ...conducting from the field.

The engagement had lasted...
 ...two hours when our infantry was...
 ...left in undisputed possession of...
 ...the ground, the enemy's cavalry...
 ...dispersing in great numbers and...
 ...many falling into the hands of the...
 ...conquerors. The trophies of this...
 ...signal victory are 12 or 15 hundred...
 ...prisoners, of which 90 are...
 ...officers; 30 banners, 20...
 ...standards, 37 pieces of artillery...
 ...of them spiked) including 14...
 ...taken at Cepeda; 5,000 horses, with...
 ...all baggage and ambulances.

After the battle our troops...
 ...were ordered to remain in the...
 ...vicinity of the field, and...
 ...both armies, and destroying the...
 ...arms thrown away by the...
 ...retreating forces. Mitre, in his...
 ...reconnaissance, observed that...
 ...some of the wounded had their...
 ...throats cut; and appreciated the...
 ...strategic strength of Urquiza's...
 ...position.

Such was the issue of the...
 ...first real battle ever witnessed in...
 ...this country. At Cepeda, the world...
 ...had no opportunity of judging the...
 ...merits of the opposite armies and...
 ...their respective generals. Mitre...
 ...took a wrinkle from that defeat, and...
 ...happily came off winner, in...
 ...spite of the very circumstance...
 ...which on that occasion caused his...
 ...loss, but, at Pavon only served to...
 ...cast the valor of his infantry in...
 ...bold relief.

That Urquiza's soldiers did not...
 ...run from their posts is clear, by...
 ...reason of the numerous prisoners...
 ...and also some effect to doubt...
 ...the truth of Mitre's account, there...
 ...is an air of frank simplicity...
 ...prevailing the whole, that gains from...
 ...its full credence. Perhaps we may...
 ...expect the item of losses; for it...
 ...is difficult to imagine how 30,000...
 ...men at close fighting for two hours...
 ...can have only 200 wounded on...
 ...both sides. Amongst our slain...
 ...is General Mitro, who was...
 ...killed in the Crimea, Mugaña, Solferino...
 ...and Sicily. One month since he...
 ...entered this service and closed an...
 ...eventful life at the age of 22, on...
 ...the pumps of Santa Fé.

It is customary to hail the...
 ...rising sun, and therefore with all...
 ...respect for nationality, we say...
 ...Mitro, by the direction of his...
 ...cavalry was obliged to recross the...
 ...Arroyo del Medio; and the demand...
 ...for re-inforcements, even from the...
 ...fugitive gauchos is, proof that our...
 ...general is resolved to assemble all...
 ...available forces, before the opening...
 ...of the season. In other words the...
 ...war is not over, as is seen by the...
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 ...hopes in the flank, summoned...
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 ...and captured the flag and pursued the...
 ...fugitive.

Buenos Ayres and the sky over it.

Trade is completely paralyzed, and...
 ...but for the articles required for...
 ...government and army purposes, might...
 ...be considered dead.

Dry goods.

Among the items sought for, are...
 ...low pilot-cloths of which the market...
 ...is at present bare; this article is...
 ...therefore in great demand and...
 ...prices lately obtained are full.

Two sides to everything.
 The "Nacional" quotes an amusing...
 ...account of the late battle, by Urquiza...
 ...who says he took 3,600 prisoners, making...
 ...it appear another Cepeda. No doubt...
 ...there was some resemblance, except...
 ...that there Urquiza took an artillery...
 ...and here Mitro has captured his. A...
 ...case of table-turning.

Fang-a-balahop.
 Our evening college invents a story of two Irish...
 ...regiments whom the Iron Duke dressed...
 ...in petticoats, for their cowardice...
 ...in the Peninsula. Voltaire calls the...
 ...Irish "the bet troops in the world...
 ...out of Ireland" and we are confident...
 ...the Connaught Rangers, or Enniskillen...
 ...Dragoons, would give our Portuguese...
 ...friends a striking proof of the fact.

Thanksgiving.
 The officers, prisoners of war, have made a very...
 ...handsome manifestation, to this city...
 ...of gratitude for kind treatment.

Canonade.
 Yesterday morning several persons heard...
 ...distinctly the report of artillery in...
 ...the direction of Rosario, and it has...
 ...been confirmed by Don M. Arzonaga, who...
 ...heard the same in San Isidro. This...
 ...is not strange for our Irish friends...
 ...heard the firing of Pavon, at Villa...
 ...Mercedes (60 leagues).

New Generals.
 It is proposed to make Colonel Gely a General;...
 ...as well as Colonel Conesa and Mitro...
 ...the first for his activity in council, to...
 ...other for bravery in the field.

For head-quarters.
 Two battalions, *Cuzcores* & *Centro*...
 ...embark to-day for San Nicolas; they...
 ...are to be well drilled.

Melancholy accident.
 Last week the Lobos diligence broke...
 ...down, and several persons were...
 ...suffered a serious injury. Mr. John...
 ...Aiken suffered a contusion in the...
 ...spine, and died soon after. Mr. A. Corio...
 ...was some what bruised; and it is...
 ...said the *ayurveda* was mortally wounded.

University.
 This institution, which is closed...
 ...during the state of siege, is re-opened...
 ...The new front looks remarkably well...
 ...and nothing is wanting to spoil it...
 ...but the old candle clock, which is...
 ...destined for the belfry, but which is...
 ...very ill timed.

Latent publication.
 Last week, we had to practice on our...
 ...readers' patience, our pressman being...
 ...at the trenches, this week we are...
 ...several hours late, owing to a...
 ...lengthened subject in our first page...
 ...In future we promise punctuality...
 ...but accidents will happen in the...
 ...best regulated journals.

Colo Theatre.
 Tomorrow evening is announced the...
 ...premiere of a new play, "Zephyrus...
 ...and Flora," to be followed by "The...
 ...Zoores in China." The performance...
 ...on Sunday evening was highly...
 ...interesting and dramatic. Miss...
 ...Therby was "the daughter of the...
 ...regiment," to perfection.

Patrick Benin.
 The bearer of this euphonious...
 ...appellation will please call at our...
 ...office for a letter, which by some...
 ...accident, came from the United States...
 ...into our letter box.

Under arrest.
 It has been currently rumored...
 ...that the Editor of the *Commercial Times*,...
 ...having become obnoxious to government...
 ...is invited on a visit to the...
 ...Police. For ourself we can affirm...
 ...it is false; and think our colleagues...
 ...the last man likely to be accused of...
 ...hostility. The story was well got up...
 ...since we are not fond of soft-...
 ...our motto being "ne separem terrent";...
 ...which, as the Consul for Hannover...
 ...tells you, signifies never say die!

Martial Law.
 Some of our hints, hint the...
 ...propriety of restoring duty at the...
 ...trenches. An idle rumor is also...
 ...flying about, that the assembly or...
 ...martial law is about to be renewed. This...
 ...would tend to alarm uselessly our...
 ...citizens who are rejoicing over the...
 ...victory; and the interests of commerce...
 ...have already suffered enough, not to...
 ...put us to new inconvenience. The...
 ..."canard" is false.

English Mail.
 The post for Europe is closed at...
 ...the British Consulate on Friday 11 A. M.

Closed port.
 This port has been closed last week, to all...
 ...transit with the Rivers Uruguay and...
 ...Paraná.

Doing a favor.
 We read that our Admiral was on...
 ...the point of blowing up Rosario, when...
 ...the Ocheron requested him as a favor...
 ...to refrain and he bowed to the...
 ...insinuation.

Rates of freight.
 London Salted hides 30s per ton...
 ...Dry hides 50s. tallow 35s. per ton...
 ...Bales, ton. 40c feet 30s to 35s.

London Salted hides 40s Tallow
 ...40s. Bones and bone ash 25s to 30s.

Marcella Dry hides 70fr. tallow
 ...45fr. bales, 40c feet 45fr.

Antwerp Do 10s do. 60s. tallow 80s
 ...do 25.

United States Do \$ to \$ do \$ 60
 ...Brazil. Sealed beef 3 3/4 p. All with 5 p...
 ...France which is 10 p g.

Exports of Produce.

Month ending Sept 23.

Cow-hides	dry	68,939
Salted do		9,449
Horse do		11,470
Ass do		95
Sheep do	bales	177
Mares goats		1353
Horns		74,000
W ol	bales	908
Horns hair	bales	230
Tall-u	pipes	672
Bones	151 tons & bags	163,000
Bone dust	141 " & bags	6,993
Copper	bars	698
Lark v beef	quintals	11,399
Mules		212
Salt tongues	barrel	1
Tobacco	boxes	271

Vessels sailed for England
 since last packet.

Aug. 27	"J-hn Banyan"	for London.
" "	"Montesquiu"	" Mauritius
" "	"Constant Maria"	" England
" "	"Dous Anigona"	" Brazil
" "	"29 Assuision"	" Genoa
" "	"31 San José"	" Brazil
Sept. 2	"Anna Catharina"	" Brazil
" "	"3 Antwerpia"	" Antwerp
" "	"5 D. J. Visser"	" "
" "	"7 Ernest"	" Cadix
" "	"Lancashire Witch"	" Foreign ports
" "	"8 Mancho"	" Bourbon
" "	"10 Francis Carrill"	" Liverpool
" "	"11 Anna"	" Genoa
" "	"12 San José"	" Brazil
" "	"13 Recross 2"	" Spain
" "	"14 Panama"	" Itiero
" "	"H. M. Elizabeth"	" Antwerp
" "	"A Von Froskin"	" Foreign ports
" "	"S-tonge packet"	" Rio Janeiro

(See allings of this week)

ARRIVALS AND IMPORTS

17	From Cadix, July 18, Am. brig
" "	"Ad." to order, with 183 lb. ash
" "	From Mvide, Sept 16, Span. war
" "	brig "general gravina"
" "	From Valpariso, July 11, Lutec
" "	brig "Dolphin" to Fryer, with
" "	20,000 ft. lumber; 188 bags, linseed;
" "	3350 do. coira.
" "	From Liverpool, May 15, Eng. brig
" "	"Melion" to Ren's Fweelle with
" "	gen. cargo.

18
 From Montevideo, Or. S.S. "Montevideo," with 60 passengers.
 From Montevideo, Braz. S. "Marque de Ollada."
 From Barcelona, July 10 Span. pleasure "Sorpresa" to Ochoa with wine, oil and pyre.

From Genoa July 19, Ital. barque, "Virginia" to Bertrull, with oil, marble & wine.
 From Cadiz, July 12, Ital. "Olorin" in Piatras, with 250 lb. ash; 50 lbs. wine; 60 do. oil, etc.
 From Montevideo, French war brig, "Desamoin"

From Montevideo Am. S. "Mississippi" with 60 passengers; 1000 lbs flour f. Zimmanman Fina.
 From Glasgow, July 18, Am. brig "Luzia Billa" to Langnek Schard, with 1600 bars iron, and hardware; 207 tons coal for Getting; 1100 casks beer for Brownell.

From Bremen, June 22, Brem. Ship, "Humboldt" to Daetjen with General cargo.
 From Banda Orienta, Nat. S. "Changador."
 From San Nicolas, Or. S. "Doloritas"

21
 From Montevideo Am. war steamer "Palaski," en route for Syria.
 From San Nicolas, Or. S. "Montevideo" with prisoners of war.
 From Pernambuco, Sept 1, Hamburg brig "Friedrich Arna" to Fryer with 700 lbs sugar; 100 pipes agri-diente.

From Glasgow, July 8, Am. barque "Carolina," to Jettling with 249 lbs a coal, as hard ware.

From New York, July 18, Am. pilotboat, "Sidney Price" to Zimmerman with 160,000 lb. lumber.

22
 From Baltimore, July 16, Am. barque "John C. Brano" to Zimmerman with 2753 lbs flour; 100 do agri-diente, &c.
 From Montevideo, Swedish brig "Sidon" to order, in ballast.
 From Fryer, Brazil, Eng. brig "Flying cloud."

23
 From San Nicolas, Eng. goletta, "Nandepa"

SAILINGS AND EXPORTS.

17th
 For Genoa, Ital. barque, "Maria B. Jena," with 100 box a, bottled oil; Montevideo, Amer. S. S. "Mississippi" with passengers.
 Rio Janeiro, Amer. brig, "M. A. Jones," with 2,245 quintals of jerked beef and 70 mares hide, salted.

18th
 Cypria, Bras. S. S. "Marques de Ollada," with passengers.

19th
 Boston, Amer. brig, "Aguelina A. very" in ballast.
 Boston, Amer. barque, "J. O. Nibole" in ballast.
 New York, pilotboat "W. Huell" in ballast.

Baltimore, barque "Palladia," in ballast.
 Foreign ports, barque "Soa Lark" in ballast.
 Foreign ports, barque "C. A. Chano" in ballast.

Foreign ports, Aust. barque "Equilo," in ballast.
 Montevideo, Dutch brig, "Miguel" with 11 last, 2 tons coal and 8 bales hide-suitings.

20th
 Falkland Islands, Orient. barque "Ragata" with 240 live sheep.
 Concordia, Dutch barque "Hering" in ballast.
 Liverpool, Eng. barque "Belle Zone" with 40 bales, hide-suitings; 100 do wool; 40 packs; 1000 lbs; 188 bags and sacks; do; 200 boxes, mares goats; 85 pipes; tallow; 6,000 sealed mares hide; 438 dry cow-hides; 210 lbs tea tobacco; 64 bars copper; 48,000 bones; 5,230 horns.

Montevideo, Am. S.S. "Mississippi" with passengers.
 San Nicolas, Or. S. S. "Doloritas" with passengers.

Foreign ports, Eng. barque "Magdalen" in ballast.
 Uruguay, Amer. lugger, "Emma J. Mead"

23
 Montevideo, Nav. goletta "Orosita" in ballast.
 Uruguay, Amer. lugger, "Emma J. Mead"

Up the river, Span. war steamer "Concordia"

From Genoa July 19, Ital. barque, "Virginia" to Bertrull, with oil, marble & wine.
 From Cadiz, July 12, Ital. "Olorin" in Piatras, with 250 lb. ash; 50 lbs. wine; 60 do. oil, etc.
 From Montevideo, French war brig, "Desamoin"

DEATH.
 On Wednesday 18th July, 1861, a native of Sunderland, England, aged 40 years. Decidedly a native of Sunderland, England.

