

The Standard

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THE WEEKLY STANDARD

EDITOR AND PROPRIETOR MICHAEL G. MUELLER 91 CALLE DEFENSA.

SUBSCRIPTION:

100¢ per half year, in advance.
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Buenos Ayres. Messrs. Mackern.
Fortín de Arco. D. Manuel Ramos.
Villa Mercedes. D. Silvestre Torrobas.
Lobos. Mr. Park. O'Neill.
Catulas. Mr. Griffin. Two English teachers.
San Antonio. D. Leopoldo Taboada.

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Ranchos. Sr. I. Campero.
Barracas. Mr. George Noble.
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Villa Lujan. Mr. Michael King.
Capilla del Señor. Doctor Priestley.

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Asuncion. Mr. Nesbitt.

ADVERTISEMENTS:

Received at the office up to Tuesday
6 P.M. and inserted at regular
rates.

Published every Wednesday morning at the "Standard" Printing Office, calle Defensa No. 91, where Advertisements
and Communications will be received.

September 25th 1861.

BUENOS AYRES.

No. 22.

FOR COLONIA.

The well known fast sailing and commodious Pilot Boat

VELOZ

Leaves for the above Port every Tuesday and Saturday at 9 A.M. returning every Monday and Thursday.
For particulars apply at the Whale Boat and Lighter Office No. 39 Paseo de Julio.

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THE WELL KNOWN PILOT BOAT

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Luis Mac Lean.

NORTHERN ASSURANCE COMPANY

ESTABLISHED 1836.

INCORPORATED BY SPECIAL ACT OF PARLIAMENT

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

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Returns to Buenos Aires 6th 10th and 26th.

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MENSAJERIAS ARGENTINAS
For Villa de Lujan, San Andrés de Giles, Fortín de Arco, Salto, Rojas, Pergamino.

Leaves on the 5th, 10th, 20th, 25th, and 30th of each month, returning on the 5th, 10th, 15th, 20th, 25th & 30th.
Office calle Rivadavia No. 189 and 587, plaza de Lorea, tienda de D. Benito, Santiago.

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This new and commodious line makes three journeys weekly to Lobos leaving Buenos Ayres on Tuesdays and Thursdays and returns—Agency 581 Plaza Lorea, (in the calle Rivadavia).

MENSAJERIAS ARGENTINAS
For Pilar, Capilla del Señor, San Antonio de Arco, and Arellano.

Leaves Buenos Ayres on the 1, 11 & 21 and returns on the 5, 15 & 25. Agency 189 Rivadavia or 587 Plaza de Lorea.

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An experienced sheep-farmer of Buenos Ayres offers to supply 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.

Apply at this Office.

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Messrs. Meeks & Kelsey have just received from New York a machine for making double pictures at a time. All persons wishing visiting Cards will be supplied by the dozen at a moderate price, also photographs for letters, albums &c. Persons sending pictures by the Parcel are requested to leave their orders a few days previous.
Gallery 44 calle Esmeralda al Correo of Piedad.



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On sale at

Calle Defensa n. 66.

Education

ANGLO FRENCH SEMINARY

331, Potosi 331

Between Buen Orden and Lima.

This school is designed to give a thorough and liberal education, to fur-

nish 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. The moral training and the health and physical development of the scholars are carefully attended to. References: Rev Mr. N. Goodfellow; James Gibson; W. Temperley H. McKern.

William Parody.

S. 11 5p

Burgundy Wines.
J. Cottey, late of calle May 6, has removed to No. 85 calle Piedras, where he offers for sale a rich assortment of wines which he receives monthly from Burgundy. These are of the purest grape, and of the finest quality, including the Côte de Oron, the Pomard, Chabertin, Metz, Beaune &c.—Piedras 85.

S. 11 5p

On sale.
A surplus of land in the department of Suriano, Banda Oriental, distant about seven leagues from Mercedes, with excellent pasturage and well watered; suitable for sheep farming. Enquire at Hughes Brothers, calle San Martin No. 154.

YOUR LIKENESS.
In photograph or ambrotype, taken with the most perfect fidelity by Charles Reuter, Studio calle San Martin opposite the Roma Hotel. Frames and cases 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 store their goods at reasonable prices and find every accommodation when travelling.

The Teeth.
Dr. Cornwell American Dentist.
Calle Rivadavia No. 275 between Salicrup and Arce, advises his friends 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 extractions, cleaning, destroying nerve and filling with gold and other materials.

Being thoroughly acquainted with all the improved methods of inserting teeth or gold plate and veneered rubber he can guarantee entire satisfaction in every case, no charge for consultation.

Rams for sale.
The undersigned begs to inform the sheep breeders of the North that in his establishment in the county of Southampton he has on hand an excellent assortment of nearly 400 rams of different classes and prices to suit the wants of buyers, all having been selected by himself personally and brought up from Mr. Richard Newtons estancia Samborombon.

E. William Woodgate

Translator.
The Director of the Commercial Rooms can recommend a competent translator who will engage to translate into Spanish any documents written in the English, French, Italian or Portuguese languages. For further particulars apply at the Commercial Rooms, Calle Mayo No. 60.

A. 21—10p.

Sheep and Rams.
The undersigned has offered 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. 15 calle de Reconquista.

Merit Parker.

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, on 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 my desire to be directly opposed to the constitutional charter that governs the universal principles of legislation and the precepts of social order. If I had the honor to address your lordship, I should have, doubtless, tempered my expressions, from apprehension that I might be accused of employing exaggerated phrases, such as are incident to every suit, and more especially to one so long and rigorously defended. But, in this court, I have no such fear. I stand before an august tribunal whose decisions are dignified by a reputation of legal lore and impartiality, and which must admit that the fundamental bases of society are sought to be subverted in applying a law to facts which took place before its promulgation, and thereby sanctioning the principle of retro activity which has been condemned in every code, from the time that Rome gave laws to the universe, down to our own day of modern civilization.

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. Permit me therefore to say to your lordship, here of the principle now involved: according to the doctrine of the same eminent jurists, it is clear that the sentence I impugn, would upset transactions concluded in 1860 because they were not in conformity to the code of 1860, and introduce a principle of confusion that must disturb numerous interests and create intricate and profound difficulties in every-day life.

Your lordship has already an idea of the action you are called upon to try. Let me, then, briefly recapitulate the leading features of the case, touching in the first place, on the facts that demand redress, and passing finally to review the statutes that are applicable to same. I intend to show that the Tribunal of Commerce has omitted to notice said facts, and violated said statutes.

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. Mr. Dickson, having long before, fixed his residence in England, was represented in Buenos Ayres, and other American ports by agents to whom he had given full powers to manage the interests of his firm.

Of these was Mr. Charles Gloede, who was accordingly advertised, in the local journals of 1859, as manager of the house of Dickson & Co. in virtue of said notice, the sole formula customary in this city. Mr. Charles Gloede entered on the exercise of Dickson's transactions, without any restrictions whatever, without any limitations calculated to limit his powers, or cause distrust in the minds of those who treated with him. Dur-

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.

Being favored by such antecedents, Gloede presented himself, in the year 1867, to the firms of Drabble, Barber and Laing, as well as to some others. He introduced to these several houses, Mr. Charles Kasten and Mr. Silvestre Lacasse, merchants of Salto and Uruguay, he guaranteed purchases made by them, under the firm that he represented; he received the accounts and transfers, and thereby contracted the responsibility of all these acts and operations.

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, from the river-plate, 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. To the latter are sent all the accounts either in his own name, or in that of the purchaser, for this is not a fixed point. Of him likewise are recovered the engagements that may not have been fulfilled on the part of the buyer. And here let me add, to the honor of our native and foreign merchants, that there is not a single precedent, nor one solitary case, (excepting the present) in which a firm that has presented merchants from the provinces, has refused to pay for its credit and afterwards may remain unsatisfied after the given period. In proof of this important assertion, I am permitted to give the authority of Don Maximo Marzol, Don Manuel Ocampo and Don Jaime Llavallan, a worthy and convincing testimony of the fact. And this is so well-known, and, in my opinion, so far from question, that I would willingly leave it to the decision of our commercial body, or that of whatever merchant happens first to enter this court.

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 Kasten and Lacasse, 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 employees and alleging, as they now seek to maintain, that, for the bargain his 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, Treford Hall, Edward Lamb and others. You have here my lord, a very significant fact. Dickson & Co. 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, Treford Hall, Edward Lamb and others.

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3rd 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 exception 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 stopped 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 counterfeited, 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 fulfillment of obligations contracted in his name and by virtue of his authority. In the circumstance I have just related, your lordship will see, as in the former one, that the house of Dickson, after useless opposition, again recognizes its responsibility for the acts of Gloede and carries them into effect.

The resolution of Mr. Dickson rendered useless all litigation on the part of his agents here, proving to the public that a troublesome law-suit was equally contrary to his interests and desires. But, as if he thought it would appear undignified to abandon so long advocated, he revived it with respect to the three or four merchants who had placed most confidence in the firm, and who, in consideration, first of his credit and afterwards of his difficulties did not demand new written securities, contenting themselves with the usual forms. These gentlemen, my lord, are the appellants.

I.
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 ignored when he ordered the payments above mentioned; the same, which the agent likewise abandoned as untenable when he discharged the debt of Tomkinson, Carlisle & Best Bros, the same which the Tribunal of Commerce rejected, when they decreed a meeting of creditors. The respondents, unmindful of all these antecedents so clear and decisive, come here to maintain anew.

2nd. That no guarantee was given.

3rd. That Gloede could not make the firm responsible; for four reasons. 1st. Want of powers on his part; 2nd. Excess of feigning 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 intend to call your lordship's attention 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 declarations of Tomkinson and Carlisle they state, that Dickson & Co. guaranteed in 1859 the purchases, made in their respective house, by Kasten and Lacasse; that at first said firm disavowed the transactions, but afterwards admitted their liability and discharged same.

About this time (1859) the respondents moreover verified the purchases made in the houses of their clients, as well as those made of Best Bros, Lamb, Treford and others; that they subsequently paid. And yet your lordship will observe that when transactions are simultaneously made in market,

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 endeavor to cast an imputation upon said declaration, representing Wilson as a clerk of Drabble & Co. but, apart from the fact that this imputation came late, and is now in the regular, prescribed form, it is wholly ill-grounded.

Wilson was certainly Drabble's book-keeper at the time of giving the security, but, shortly after, he left that employment, and at the period of his declaration, held an independent position, which makes his evidence quite admissible and trustworthy.

Wilson's declaration is in perfect conformity with that of Lacasse, who, in folio 126, admits "that the purchases he made at Drabble's were guaranteed by Mr. Charles Gloede, representative of Drabble & 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 triple 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, present to your lordship a 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 business, and here we read, as by certificate, folio 72, all the sales in question entered in this manner:

Dickson & Co. for Lacasse.

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 the respondents; and it is incredible to suppose that respectable mercantile firms could be guilty of making false entries, or securing Dickson & Co. security 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 "Kasten and Lacasse," and if the goods were, guaranteed by Dickson & Co., there might be room to cavil about the possibility of a subsequent addition. But standing, as it does, in the context, so clearly and simply worded, the good faith of the matter, is established, unless we are ready to tax the transactions of our daily life with the charge of chicanery and bamboozling.

It has been sought to question my clients' books on the usual ground. Undoubtedly, for the books to be used as a proof against the producer, but it is equally certain, that when the books of a commercial house are found, like these, to contain legal requirements; 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 unimpeachable according to the best commentaries of the laws of trade.

Mr. Pardessus, in his mercantile treatise; Massé, in his essay on same subject; Soulié, in speaking of similar 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 decision; 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 Dickson & Co. The transfer is the documental delivery of the article sold, which passes at once to the hands of the purchaser. Well, my lord, these transfers were given in favor of Dickson & Co. It is true they have denied this important circumstance, but their denial will go to show that they contradict the plain facts.

Kasten and Lacasse admit in folios 144 & 146, 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 Juan Cerro, the broker employed on part of the buyers, also, in his document, declares the same, folio 66.

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 cleared of him; because the documents deposited in public archives are not supposed to be altered to serve in questions, like this, of civil or administrative importance.

Such being the case, your lordship will consider this essential point as fully explained. In folio 102 the name-papers certify, 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 bro's, the name of Dickson is blotted out, and that of Kasten bro's substituted, signing for the latter Messrs. Cerro and Grasso brokers. Moreover, Robert Niell, who was a clerk of Drabble, and who had been in the office, 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 direction of the head 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 vendors. This is a tissue of errors. 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, as stated by the clerk, Robert Niell, who executed said order.

But even supposing that Cerro had changed said names, these gentlemen are not responsible for the same, agents for my clients. Their very occupation is metamorphosed for the purpose of hood-winking this court. Mercantile brokers are always, employed by the purchaser, and never by the importing firm, who limit themselves to making out transfers for the buyers. The latter choose their brokers, who are not agents or dependents of the 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 and Niell, by admitting having given them the usual powers of attorney. You will here weigh, my lord, how wide is the difference, in altering the names, and in changing the agents for my clients, at the manager's direction and presenting same by their own brokers as I have just shown; how different, I say, from their being induced by agents or dependents of my clients, as it has been sought to maintain.

As a last resource with respect to the transfer on the respondents, that Messrs. Drabble, Lacasse, and Grasso 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 combine such arguments in this case. When an importing firm sells goods for exportation, they pass the transfers to the purchaser, and as this signifies a surrender of the property, they think not interfere any more in the matter; but merely enter the amount in their books. The transfers being an important part of the business, they do with the persons who despatch them, or the alterations they may undergo. They neither know, nor have any opportunity of 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 what 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 in the name of Wilson." Wilson certifies in f. 129 and, to corroborate this testimony, 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 to show the liabilities of the respondents; upsetting, at the same time, this flimsy defence, establishing the equity of our suit, proving the honesty of Wilson's declaration and the truth of my clients' books and arguments. I do not feel, my lord, bound to offer another argument, but I have to show the validity of the guarantee is, I think, fully demonstrated. The declarations of unimpeachable witnesses, and even those of the respondents, in Dickson's name; the account-books made up in the proper form; the transfers and original bills of sale; all uniformly evidence the same state of facts. I will therefore proceed to the question of law, touching the responsibility that such security imposes on the respondents.

Dickson and Co. insist, that, even if Gloede had given the security, it would not bind them, since he had no 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 faculties. The commercial body had reason to consider him fully empowered, and such they reputed 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. Massé 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 inspect 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, 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 willing 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 misapprehension. If a mercantile 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 close in their pocket-book, this would be a signal gain for rickety. A good speculation would be held valid, by the public notice, a lost one 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 bad bargains.

These are the extraordinary and inadmissible effects of the principles here maintained by Dickson & Co. But I will briefly sum up my argument, viz. 1st. Because the notice published was unlimited; 2nd. Because Dickson & Co. have put themselves out of court, in this particular, by admitting in folio 220, that Gloede's powers "enabled him to manage the ordinary transactions of the house." Such being the case, the chicanery of the respondents, that Messrs. Drabble, Lacasse, and Grasso 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 combine such arguments in this case. When an importing firm sells goods for exportation, they pass the transfers to the purchaser, and as this signifies a surrender of the property, they think not interfere any more in the matter; but merely enter the amount in their books. The transfers being an important part of the business, they do with the persons who despatch them, or the alterations they may undergo. They neither know, nor have any opportunity of 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 what endorsements are made thereon, until it becomes due.

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code. Never has he dreamt of unravelling this question by the unconscious and capricious clue which the *Casavado* took into their hands. In view of all I have just established, and 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 Dickson and Co. debarred from the amount in question. But if you decline, my lord, to wind up this case, seeing that it has not been yet properly resolved in the first instance (12 *January*), 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 Laing & Co. it was shown, in addition to the arguments and facts above cited, that some further circumstances militated in their favor:

1st That Laing & 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 incorrect.

2nd That they filed the declaration of the clerk, who made out the transfers, alleging that such transfers were drawn up in name of Dickson & Co.

3rd. 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 Dickson & Co., since they alone could receive the goods, the transfers being in their name.

4th That all the declarations of witnesses, account books, and transfers were in 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) sinister reports reached us from run-away horsemen, importing Mitre's defeat: the city was in a state of anxious suspense, and not until 1 1/2 A. M. when we were awakened by fireworks, did the real news become known. In an instant it was spread through the town that our troops had gained a decisive victory; and altho' as might be expected, the "Tribuna" supplement magnified details, yet the main facts were fully borne out by Mitre's despatch, which arrived next day.

Before sunrise on Wednesday 18th our 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 4 P. M. fire was opened on both sides, Mitre's army advancing up to half cannon-shot 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 Paunero, chief of his staff, to advance with the centre battalions and break or capture the enemy's infantry and artillery.

Colonel Emilio Mitre in supporting Paunero had his horse killed under him, by a cannon-ball, while leading on his column to 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, and pursued the fugitives, taking a large number of prisoners. This manoeuvre decided the fate of the day, and Colonel Paunero was unanimously saluted General by his victorious companions-in-arms.

At the same time fortune had deserted Mitre on another part of the field, for our cavalry, being charged 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. Hornos taking the command of this brave handful made a sudden diversion, taking 34 waggon with 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; 37 banners, two standards, 37 pieces of artillery (3 taken at Cepeda); 5,000 horses, with all baggage and ambulances.

After the battle our troops were busied removing the wounded, 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 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; the truth of Mitre's account, there is an air of frank simplicity pervading the whole, that gains from its full credence. Perhaps we may except 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 Mitre's oldest son, a lieutenant in the 1st Regiment of Cavalry in the Crimea, Mugaeta. Self-sacrifice 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 neutrality, we say Mitre has proved himself a victor, and may take his patent from the field of Pavon.

Buenos Ayres and the sky over it.

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 at San Nicolas shows that Mitre, by the destruction of his cavalry was obliged to recross the Arroyo del Medio; and the demand for reinforcements, even from the fugitive gauchos is, proof that our general is resolved to assemble all available forces, before re-opening operations. 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 military operations of 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 overthrown, Mitre reposing his hopes in the infantry, summoned the army to fight, captured the entire train to bleed the enemy. The very gunners, turned diplo-

matists, answering: Urquiza's nationalism; so you want Martin Garcia here; you want our flag, take this; and three bottles of Piesse & Lubin's hair-dye, and some excellent champagne.

The Italian legion behaved well, and is said to have suffered bravely. Major Charlone charged sword in hand, 50 yards ahead of his company, and took three officers of the enemy. Count Pilloni was in the act of capturing a flag when he was shot through the heart. Gen. Francia is said to be among the killed, and Urquiza is accused of cowardice. The "National" asks the cavalry to be decimated, or have half their band shaven off; we prefer the latter distinction. Some of the Argentine gauchos began plundering, but Hornos stopped them in this diversion. Mitre, at first, intended to leave the wounded at Estancia Palacios, but they expressed a fear of Saa cutting their throats. What an ugly position for enthusiastic army-men, if they were there to attend them! Before the battle, strategists declared that, in case of defeat either general must retire to Rosario or San Nicolas. Nobody anticipated that both would establish their headquarters respectively in those towns.

One of Mitre's first acts was to forward the banners and officers taken, to this city, in order to convince those who are justly sceptical of fire works. The standards include one embroidered by Mrs. Derqui, and Urquiza's house-hold flag: the prisoners are 96 officers, both were in charge of Dr. J. M. Gutierrez, and have been deposited, the former in the Retiro, the latter in Government House.

Meantime our governor, *pro tem*, thinking that we are no longer in danger, has done us a service by raising the state of siege (*asamblea*). It cannot, however, be expected that trade will recover the late paralysis in a few days, and probably some time must elapse, ere it return to its former channels.

The reign of terror.

We, who live within the precincts of the capital, enjoying the security of a great population, can form but an imperfect idea of the dread and alarm it fills the minds of our country brethren. They consider their properties, even their lives in jeopardy, and from the reports of marauding bands of deserters who sack and pillage the northern districts, we believe such terrors are not ill-founded.

It is therefore with pleasure that we observe the first care of our Minister of War has been to assemble the scattered gauchos of our army; and General Mitre likewise sent out strong divisions to arrest the havoc caused by those of Urquiza's forces who crossed the frontier. Much has been done, but much remains to do, ere the peaceful peasantry and sheep-farmers can be secured from plunder.

It therefore behoves our government to station pickets in each of the camp towns, and this is all our countrymen can expect. For the rest let them adopt the adage of Cromwell "put your trust in God, and keep your powder dry." Let them make a revolver their bosom-companion; and hope for better times.

Dry goods.

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

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.

Desfrazar, laces and bayonet are repeatedly asked for; also bleached duck for tents, which is very scarce.

All other ordinary transactions are at a stand still.

LOCAL EVENTS.

Sword of honor.—A subscription is opened, at the "Com. Times" office to present a sword to Major Charlene. We have no objection to start

a fund in this office for purchasing a silver hammer for S. Francia's bell-ringer, as a reward of patriotism evinced in rousing us up on the night of the 19th.

Two sides to everything.—The "National" 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 our artillery, and here Mitre has captured his. A case of table-turning.

Faugh-a-balloo.—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 best troops in the world, out of Ireland" and we are confident the Connaught Rangers, or Enniskillen Dragoons, would give our Portuguese 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.

Cannonade.—Yesterday morning several persons heard distinctly the report of artillery in the direction of Rosario, and this has been confirmed by Don M. Arzobuena, 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 Gelly a General; as well as Colonel Conesa and Mitre: the first for his activity in council, the other for bravery in the field.

For head-quarters.—Two battalions, *Cuadros* & *Centro* embark 40-day for San Nicolas; they are said to be well drilled.

Melancholy accident.—Last week the Lobos diligence broke down, causing serious injuries. Mr. John Aiken suffered a contusion in the spine, and died soon after. Mr. A. Cornfoot was some what bruised; and it is said the *university* was mortally wounded.

University.—This institution, which was 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 calendar clock, which is destined for the belfry, but which is very ill timed.

Late publication.—Last week, we had to practice on our readers' patience, our prosmian 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.

Coloza Theatre.—Tomorrow evening is announced the pretty mythological piece "Zephyr and Flora," to be followed by "The Zeas in China." The performance on Sunday evening was highly interesting and dramatic. Miss Thierry was "the daughter of Zenobia," 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 Standard, or else of the "Commercial Times," having become obnoxious to government, was invited on a visit to the Police. For ourselves we can affirm it is false, and think our colleague the last man likely to be accused of hostility. The story was well got up since we are not fond of soft-answers; our motto being "no news, no news," which, as the Consul for Hanover will tell you, signifies never say die!

Martial Law.—Some of our journalists, birds of ill omen, 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 20s to 25s. The Channel Salted hides 40s Tallow 40s. Bones and bone ash 25s to 30s.

Marcellita Dry hides 70fr. tallow 45fr. bales, 40c feet 45fr. Hare Salted hides 25fr. Dry hides 80fr. tallow 40c. bales 45fr.

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

United States Do \$ to \$ do \$ 50 Brazil, Joked beef 3 \$ 3. All with 5 p \$ prime, except to France which is 10 p \$.

Exports of Produce.

| Month ending Sept 22. | | |
|-----------------------|-----------------|---------|
| Cow-hides | dry | 68,939 |
| Salted do, | | 9,449 |
| Horse do | | 11,470 |
| Ass do | | 95 |
| Sheep do | bales | 177 |
| Mares goats | pieces | 1855 |
| Horns | | 74,000 |
| W ol | bales | 908 |
| Horns hair. | bales | 230 |
| Tall-u | pieces | 672 |
| Bones | 151 tons & bags | 163,000 |
| Bone dust | 141 " & bags | 8,992 |
| Copper | bars | 698 |
| Lark v beef | quintals | 11,309 |
| Mules | | 212 |
| Salt tongues | barrel | 1 |
| Tobacco | boxes | 271 |

Vessels sailed for England since last packet.

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| Aug. 27 "J-hn Bryan" for London. | |
| " "Montecarlo" " Mauritius | |
| " 28 "Constant Maria" " England | |
| " "Dona Amiga" " Brazil | |
| " 29 "Assuacion" " 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 "Erancis Carvill" " Liverpool | |
| " 11 "Anna" " Genoa. | |
| " 12 "San José" " Brazil | |
| " 13 "Recurse 2" " Spain | |
| " 13 "Panama" " Isere | |
| " 14 "H. M. Elizabeth" " Antwerp | |
| " "A Von Frouskin" " Foreign ports | |
| " "S-intonge packet" " Rio Janeiro | |

(See allings of this week)

ARRIVALS AND IMPORTS

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| 17 | |
| From Cadiz, July 18, Am. brig. "Ad." to order, with 183 b. ash. | |
| From Mvdo, Sept 16, Span. war. brig "general gravina" | |
| From Valparaiso, July 11, Lubek brig "Dolphin" to Frayur, with 20,000 ft. lumber; 188 bags, linseed; 3350 do. extra. | |
| From Liverpool, May 15, Eng. brig "Mellon" to Reno's Fweedie with gen. cargo. | |

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

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| From Genoa July 19, Ital. barque, "Virginia" to Bortolero, with oil, marble & wine. | |
| From Cadiz, July 12, Ital. "Clorinda" in Pictorano, with 250 b. salt; 50 b. wine; 60 do. olive. | |
| From Montevideo, French war. brig. "Desamanoir" | |

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| 30 | |
| From Montevideo Am. S. "Mississippi" with 60 passengers; 1000 bbls flour; 2000 bbls. tallow. | |
| From Glasgow, July 18, Am. brig "Lizzie Bliss" to Langnick Schard, with 1600 bars iron, and hardware; 207 tons coal for Gelling; 1100 casks beer for Brownell. | |
| From Bremen, June 22, Brem. Ship, "Lumbo'd" to Daelen, with General cargo. | |
| From Banda Oriental, Nat. S. "Changador." | |
| From San Nicolas, Or. S. "Doloritas" | |

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| 31 | |
| From Montevideo Am. war steamer "Paleski," en route for Egypt. | |
| From San Nicolas, Or. S. "Monte vito" with prisoners of war. | |
| From Pernambuco, Sept 1, Hamburg brig "Hilmar Arena" to Frayer with 700 bbls sugar; 150 pipes agardiente. | |
| From Glasgow, July 8, Am. barque "Carolina," to Jelling with 242 tons coal, and hardware. | |
| From New York, July 15, Am. pilotboat, "Sidney Price" to Zimmerman with 160,000 Alumber. | |

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| 32 | |
| From Baltimore, July 16, Am. barque "John C. Brune" to Zimmerman with 2758 bbls flour; 100 do agardiente, &c. | |
| From Montevideo, Swedish brig "Sido" to order, in ballast. | |
| From Fray Bares, Eng. brig "Flying cloud." | |

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| 33 | |
| From San Nicolas, Eng. golette, "Nandeepe" | |

SAILINGS AND EXPORTS

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| 17th | |
| For Genoa, Ital. barque, "Maria Elena," with 100 box, & 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. | |

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| 18th | |
| Cyprus, Bras. S. S. "Marguerite Olinde," with passengers. | |
| 19th | |
| Boston, Amer. brig, "Aguelina Avery" in ballast. | |
| Boston, Amer. barque "J. O. Nichols" in ballast. | |
| New York, pilotboat "W. Huestel," in ballast. | |
| Baltimore, barque "Palladin," in ballast. | |

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| Foreign ports, barque "Sea Lark" in ballast. | |
| Foreign ports, barque "C. A. Ochoa," in ballast. | |
| Foreign ports, Aust. barque "Equino," in ballast. | |
| Montevideo, Dutch brig, "Margretha," with 11 last, 2 tons coal, and 8 bales hide-cuttings. | |

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| 20th | |
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| Falkland Islands, Orient. barque "Logata" with 240-live sheep. | |
| Concordia, Dutch barque "Haring" in ballast. | |
| Liverpool, Eng. barque "Belle Fone" with 40 bales, hide-cuttings; 100 do wool; 40 packs; 1000 bbls; 188 bags and sacks; do; 300 boxes, various goods; 35 pipes, tallow; 6,000 salted mares hide; 438 dry cow-hides; 210 bbls tobacco; 64 tons copper; 48,000 bones; 5,830 horns. | |

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

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

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| 23 | |
| Montevideo, Nav. golette "Orosita," up the river, Span. war. lugger "Concordia." | |

DEATH

On Wednesday 18th Mr. John Smith, aged 40 years. Deceased was native of Sunderland, England.

