

The Standard

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THE WEEKLY STANDARD

EDITOR AND PROPRIETOR MICHAEL G. MUXHALL 91 CALLE DEFENSA.

SUBSCRIPTIONS:

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

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ADVERTISEMENTS:

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

Twice a week 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 N. 39 Paseo de Julio. Kean & 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. For further particulars apply at the Whale Boat Office. - Paseo de Julio No. 35. Luis Mac Lean.

NORTHERN ASSURANCE COMPANY

ESTABLISHED 1836. INCORPORATED BY SPECIAL ACT OF PARLIAMENT Capital £ 1,259,760. 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 and with or without participation in profits. Annuities immediate, deferred or survivorship and endowments for children, in the participation class, the whole profits belong to the assured, and a Bonus is declared every five years, which may be either added to the Policy applied, to the gradual extinction of the premium or its equivalent value received in cash. Insurances are granted on every description of property in the United Kingdom, the colonies, and in most foreign countries at the usual rates. Forms of proposal and all other information may be had on application at any of the above offices or to any of the company's Agents at home or abroad. Agents - at Buenos Ayres, Montevideo, and Rosario - Messrs Henry J. Powell & Co. Office at Buenos Ayres, calle 25 de Mayo 50.

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 Gibbon; W. Temperly H. McKern. William Parody. S. 11 5p

Burgundy Wines. J. Cottey, late of calle Mayu, has removed to No. 68 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 best flavour, comprising the Costa de Olivetter, Pomard, Chambertin, Metz, Beaune &c. - Piedras 68. S. 11 5p

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

YOUR LIKENESS. In photograph and ambrotype, taken with the most perfect fidelity by Charles Roeber, Studio calle San Martin opposite the R. M. Hotel. Frames and cases at cheap rates, and in every variety.

MORON. Messrs. NETTALL 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. Cornwall American Dentist. Calle Rivadavia No. 275 between Suipacha 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 extracting, 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 vulcanized 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 camp of Señor Fria halfa league to the North of the Villa Mercedes, 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 M. Richard Newtons estancia Samborombon. E. William Woolgate

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. For further particulars apply at the Commercial Rooms, Calle Mayo No. 60. A. 21-10p.

Wool Bags. On sale at Calle Defensa n. 66. Education ANGLÓ FRENCH SEMINARY 321 Potosí 321 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.

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 their decree to be directly opposed to the constitutional charter that governs the universal principles of legislation and the precepts of social order. If I had not 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 incidental to every suit, and more especially to one so long and vigorously 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 entertain 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, my lord, to remind you, here of the principle now involved: according to the doctrine of the same eminent jurisconsult, it is clear that the sentence I impugn, would upset transactions concluded in 1868 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 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. 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 1862, as manager of the house of Dickson and 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 insinuations calculated to limit his powers, or cause distrust in the minds of those who treated with him. During 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, 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. 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 them, whatever accounts may remain unsatisfied after the given period. In proof of this important assertion, I am permitted to give the authority of Don Maximo Marmol, Don Manuel Ocampo and Don Jaime Llavallo, 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 four commercial bodies, 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 employers and alleging, as they now seek to maintain, that, for the bargains 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 sorely 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, Twyford Hall, Edward Lamb and others. You have here, my lord, a very significant fact. Dickson & Co. denied responsibility to these several houses, asserting the same reasons that they now rely on, but when reproached with such conduct they confessed and satisfied their liability.

Meanwhile everyone was astonished at these contradictions, as might be supposed, and some alarm was caused. Now bills and accounts fell due, which Gloede had signed; he refused to take them up, again persisting, as at first, that he had entered into these negotiations, not as Dickson's viceregent, but in his private and personal capacity. This induced the creditors to sue the firm (then represented by Messrs Armstrong and Dellisle) who resisted payment on the present grounds, viz: 1st Want of powers in the drawer; 2nd Excess of faculties;

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 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. Frederic Dickson, hearing of the obligations contracted by his agent; nobly stepped aside from the path of evasion here initiated, 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 countersigned, were satisfied. Moreover had not Mr. Dickson died at that very time, my clients 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 a plea 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.

What grounds, let me ask, are alleged for this prolonged litigation? Absolutely nothing now; 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 claims 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:

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 four reasons. 1st. Want of powers on his part; 2nd. Excess of faculties; 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 purchasers.

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 declarations of Tomkinson and Carlisle; they state, that Dickson & Co. guaranteed in 1860 the purchases, made in their respective houses, by Kasten and Lacasse; that at first they said firm disavowed the transactions, but afterwards admitted their liability and discharged same.

About this time (1858) the respondents moreover verified the purchases made in the houses of my clients, as well as those made of Best Bros, Lamb, Twyford and others which they subsequently paid. And your lordship will observe that when transactions are simultaneously made in market,

LA INVARIABLE PORTENA. For Cañuelas, Monte las Flores. Office Calle Rivadavia, 443 - Leaves on the 2nd, 12th and 22nd. Returns to Buenos Aires 6th 16th and 26th. Conductor MANUEL LURO.

Sheep for Banda Oriental. An experienced sheep-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. Apply at this Office.

AMERICAN IMPROVEMENTS!! Messrs Meeks & Kelsey have just received from New York a machine for making tincture 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 Packet are requested to leave their orders a few days previous. Gallery 44 calle Esmeralda Corner of Piedad.

Wool Bags. On sale at Calle Defensa n. 66.

Education ANGLÓ FRENCH SEMINARY 321 Potosí 321 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.

NUOVAS MENSAGERIAS ARJENTINAS 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. Office calle Rivadavia No. 189 and 587, plaza de Lorea, tienda de D. Benotí, Santiago. Nicasio M. Ramirez. Marcos Sanguinetti.

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

MENSAGERIAS ARGENTINAS For Pilar, Capilla del Señor, San Antonio de Arce, and Areco. Leaves Buenos Ayres on the 1, 11 & 21 and returns on the 5, 15 & 25. Agency 189 Rivadavia or 587 Plaza de Lorea. Conductor and Proprietor Pablo E. Diaz.

code. Never has he dreamt of un-

In explaining the suit of John

1st That Laing & Co. had produced

2nd That they filed the declaration

3rd. That in the documents, we

4th That all the declarations of

THE WEEKLY STANDARD.

Victory of Pavon.

Mitre is certainly "the man of

On the morning of the 19th

Before sunrise on Wednesday

At 4 1/2 P. M. fire was opened

Colonel Emilio Mitre in sup-

Colony and pursued the fugiti-

vos, taking a large number of pri-

At the same time fortune had

The engagement had lasted two

After the battle our troops were

Such was the issue of the first

That Urquiza's soldiers did not

It is customary to hail the ris-

While juvenile patriots let off

Our army being at San Nicolas

The very gunners, turned diplo-

anists, answering Urquiza's im-

The Italian legion behaved well,

but Hurnos stopped them in this

Meanwhile our governor, pro tem,

The reign of terror.

We, who live within the precincts

It is therefore with pleasure that

It therefore behoves our govern-

Dry goods.

Trade is completely paralyzed, and

Among the items sought for, are

Doyrizas, baize and baytons are

LOCAL EVENTS.

Sword of honor.—A subscrip-

a fund in this office for purchas-

Two sides to everything.—The

Thanksgiving.—The officers,

Cannonade.—Yesterday morn-

New Generals.—It is proposed

For head-quarters.—Two bat-

Melancholy accident.—Last

University.—This institution,

Note publication.—Last week,

Color Theatre.—Tomorrow

Patrick Hanis.—The bearer of

Under arrest.—It has been

Martial Law.—Some of our

English Mail.—The post for

Closed port.—This port has

Doing a favor.—We read that

Rates of freight.

London Salted hides 30s per ton.

The Channel Salted hides 40s

United State Do \$ to 1/2 do \$ 5

Brazil Jeerked beef 3 3/4

All with 5 p g primage, except to

Exports of Produce.

Month ending Sept 22.

Cow-hides dry 68,932

Ass do 95

Wool bales 996

Horse hair bales 230

Tall-u pipes 672

Bones 151 tons & bags 163,000

Iron dast 141 " & bags 6,993

Copper bars 698

Lark v beef quintals 11,309

Males 212

Salt tongues barrel 1

Tobacco boxes 271

ARRIVALS AND IMPORTS.

17th

For Genoa, Ital barquo, "Maria E"

Montevideo, Amer. S. S. "Mistis"

Rio Janeiro, Amer. brig, "M. A."

Boston, Amer. brig, "Angolino A"

Boston, Amer. barquo "J. O. Nis"

Montevideo, Dutch brig, "Mitgar"

Falkland Islands, Orient, barquo

Liverpool, Eng. barquo, "Dollo P"

From Montevideo, Or. S. S. "Mon"

From Barcelona, July 10 Span.

From Genoa July 19, Ital. barquo,

From Cadiz July 12, Ital. "Jorin"

From Montevideo, French war birg,

From Montevideo Am. S. "Mist-

From Glasgow, July 18, Am. brig

From Bremen, June 22, Brem. Ship,

From Banda Oriental, Nat. S.

From San Nicolas, Or. S. "Dolor-

From Montevideo Am. war steamer

From San Nicolas, Or. S. "Monto"

From Pernambuco, Sept 1, Ham-

From Glasgow, July 8, Am. barquo

From New York, July 15, Am.

From Baltimore, July 16, Am. bar-

From Montevideo, Swedish brig

From Fray Bentos, Eng. brig "Fly-

From San Nicolas, Eng. goletta,

From Genoa, Ital barquo, "Maria E"

Montevideo, Amer. S. S. "Mistis"

Rio Janeiro, Amer. brig, "M. A."

Boston, Amer. brig, "Angolino A"

Boston, Amer. barquo "J. O. Nis"

Montevideo, Dutch brig, "Mitgar"

Falkland Islands, Orient, barquo

Liverpool, Eng. barquo, "Dollo P"

From Montevideo, Or. S. S. "Mon"

From Barcelona, July 10 Span.

From Genoa July 19, Ital. barquo,

From Cadiz July 12, Ital. "Jorin"

From Montevideo, French war birg,

On Wednesday 18th July, 1861

kin aged 40 years. Deceased was a

native of Sunderland, England

DEATHS.

On Wednesday 18th July, 1861

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native of Sunderland, England

Correspondence.

Partido de Chascomus, Sep. 10, 1861. To the Editor of the Weekly Standard.

In answer to the question "What class of rams is most profitable to the general sheep breeder..."

rapidly or inferior results. For the last sixteen or eighteen years there has existed in Trieste a large and well-known manufactory of steam-engines under the direction of M. Strudthoff.

ged a complaint with the Papal government against the Bishop of Poitiers, for having, in the Allocution which he pronounced in his church, on St. Peter's day, made use of offensive allusions to the Emperor, designating him Herod III.

Historia general DE INGLATERRA Desde los tiempos mas remotos, hasta nuestros dias por David Hume, Smollet, Adolphus, Aikin, &c.

Grocery and General Provision Store. 78-CALLE DEFENSA-78. H. M. Moss former proprietor of the above Establishment begs to inform the Public of Buenos Ayres that he has disposed of the same to Mr. Richard Hastings.

FOR VALPARAISO DIRECT. The A. I. British barque Ann Nelson, only takes part cargo, has splendid accommodation for cabin & steerage passengers, and will have quick despatch. For particulars &c. apply to Henry J. Powell & Co. Ship Brokers.

MISCELLANEOUS. THE NAVAL RESOURCES OF AUSTRIA.—Five and twenty years ago Austria was as far as anything in the shape of maritime development went, absolutely null.

II de Setiembre Market. Dry cow hides, narrow pieces 120 to 125. Hides of all states — 60 to 110.

Donbloons. St. 18th 408 400 12,082. " 19th 405 405 7,630. " 20th 393 398 13,326.

Interest. Bank receives m.c. at 6% per an. " " specie at 11% " " advances m.c. at 8% " " " specie at 12% "

Current Price of Cattle. Good horned cattle for escladero \$ 200 to 220. Do matadero, picked bullocks 250 — 280.

Exchange. England — 63 sch. France — 80 1/2 frs. Russia — 150 roubles.

SHIPPING LIST. See arrivals. FROM ENGLISH. July 11 Glasgow B. Barclay Liverpool.