

NAAR PORT NATAL.

DE geregeldte Vaarde "ROSEBUD," J. MURISON, SCHIPPER, zal na hare inwendige lading gelost te hebben, weder bervracht worden naar boven genoemde Haven, en, als gewoonlyk, spoedig see kleen.—Voor Vracht of Passagie, adres by HAMILTON ROSS & Co.

BINNEN VERKOOPING ALLEEN.

OP HEDEN (Dingsdag) Morgen, zal een stellige Verkooping gehouden worden aan de Pakhuizen van de Ondergeteekende, van een' verscheidenheid nieuwe Tjals, Modekramery, Kousenwaren, ens.

BORRADALEES, THOMPSON, PILLANS & Co.

HEDEN MORGEN.

BINNEN VERKOOPING VAN

FYNE GOEDEREN,

AAN de Vendu-Kamer van den Heer CAUVIN, op HEDEN MORGEN, bestaande in:

Dames en Kinder witte Satteen, Kneelstaan, fraaye opgemaakte Blond gekleede Mutsons, Ritsen nagemakte Bloemen, mit Cameos, superieure Claremont gevlekte zyre Parasols, mit paarden en vryen handvratels, dames en kinder Hoofdjes, ziden en satynen brocaded Doeken, ziden Veterans, kinder Cashmere Hoeden en Mantels, frai gebord en met breidling belod, dames zwarte en gekleurde lasting Laarsjes en Schoenen, kinder lasting Laarsjes en lederen Schoenen, fancy gebloemde Persian, heeren fyne witte hemden, mit hinen hand- en halsboordjes, extra grote, sterke en een grote verscheidenheid andere Goederen per "Dartmouth."

Nieuwe Goederen.

DE Ondergeteekende hebben per laaste aankomsten van Engel-nd ontvingen, de volgende Goederen, welke ry nu tegen verminderde prisen verkoopt:

LAKEN, zwart, blauw, rille, bottel en onzichtbaar groen, v'n extra en middel-slag kwaliteit, vale en zwarte Kassimier, Dosekin, Shephard's Plaid en fancy Broekengood.

KOMBAAREN van verschillende grootten, Flushing, Pilotaken, witte en groene Baii, Tapetyland.

ALPACHAS, Orleans, Coburg Liken, Merinos, Paramatta en Zomerlaken, fancy Muslin de Laine.

KLEEDEN, in Kiemerk, Organdie, Balzarine, Barege, kinder Kleeden, Holland Overjurken en Voorschoten, dames Kouslynen, kinder Banden.

VOERCHITS, nieuwe patronen, Meubelgeruit, Hemdenlijnen, Brillen, Punjuns, Bafta, Voeringlijnen, Diemt, Bedelstyk, ryke fancy Prints, zwarte en zebraasche Prints.

ZEIL, Duck, Drilling, Huckaback, Diaper, Dekens en Sprijelen, Molokien van alle kleuren en kwaliteiten, Purje, Wolzakken, Zakkengood en Hessians.

SCHOENEN, man wandel en gekleurde Schoenen, dames en kinder Schoenen in grote verscheidenheid.

GROS DE NAPLES, zwarte en gekleurde Satyn, ziden Doeken, zwarte Duepe Tjals, Bloemen, Briles, Nasiviere.

HANDSCHOENEN, heeren Fransche kabetten, ziden en Belynsche dansy en kanten Handschoenen, kinder Handschoenen, Kruisbanden, Stropdassen

EN EEN GROOT ASSORTIMENT
MODEKRAMERY EN KOUSENWAREN.

Mede te Koop,

Blaauwbono Braziliaus Koffy,
Versche Knijpers Thee in 10 en 40 cattie kastjes,
Zerp, Paal Gort, Blaeke Sherry, Ale en Porter.

HAMILTON ROSS, & Co.

WITTE EN BRUINE RYST.

DE Ondergeteekende heeft per laaste schippen van Indië ontvangen, versche witte Tafelrst, alsmede bruine Ryst, witte, greele en bronne Stoiker, Ziep, Stearen, Blader Tabak, Indigo, versche Thee, Specerijen, behalve een grote verscheidenheid andere Goederen.

ERNST LANDSBERG.

PUBLIEKE VERKOOPING.

OP aansl. ZATURDAG, den 17 January, om 12 ure, in plaat v'n op den 10, als vroeger gedverteerd, zullen door de Herren BLORE & BARTMAN, op de Parade, onder zeer voordeele voorwaarden worden verkocht, twee stukken Eigendom Land, en een stuk Eeuwigdurend Eijschland, gelegen in de Duinen, Veldkorpschappel en de Heren H. DEMERS.

De bvozonderheden zyn te vernemen te No. 18, Keerom-A.

A. P. J. VAN DER POEL.

WAARSCHOUWING.

DAAAR eenige personen moedwillig trachten de TOLLEN te ontduiken, zoowel te paard, als met ritting in zich gedwing Strandstaats begevende, en ook by de Tolken bedienen: "van ik kom terug dan zal ik betalen," dat tot groot nadeel van den houder der Tollen strect, 200 bruggt de Honderd der Tollers aan de Linie, ter kennisse van alle Personen, zonder onderscheid, die zich daarna schuldig maken de volgende 15-de sectie van Ordonnantie, No. 8, de dato 22 November 1843, bepaald: "Dat personen die zonder het betalen van zoodanig Tolgold, en zonder toestemming van het College of andere personen, die geregtigd zyn sulke Tollingen te vorderen, door, of voorby de plaats zullen gaan, waartoe niet moet gedorst worden, vervalen zullen in een boete van niet minder dan Twintig Shillings, en niet meer dan Tien Ponden Sterling, en by default van betaling, zullen zy onderhevig zyn aan confinement en dwangarbeit, voor eenen tyd van t' bovenstaande en-maand."

LOGIES.

DE Ondergeteekende maakt aan het Publiek en byzon der aanebare Buitenkantenden bekend, dat zy weder een Logies geopend heeft, ten hare Huize in de Kasteelstraat, No. 57, naast de Stallen van de Heeren A. & I. VAN DER POEL. De Weduwe D. A. MULLER.

9 Jan. 1846.

1,500 EXTRA vette 3 en 4 jarige HAMELS, 500 do. do. Merino.

Bo. Bovenstaande Vee door zware regens en het oplopen der vloeden verhindert geworden zynde om 200 als gedreerd op 11. Dingsdag den 23 dezer, aan Langeberg, ter Plaats van den Heer P. G. DE VILLIERS, is wachten verkocht, ziel stellende op DONDERDAG, den 15 January aantstaande, op bvozonderhaate Plaats present zyn en publicé worden verkocht. Maga verzekerd zyn dat gen. Schapen niet alleen extra vett, maar ook groot en zwaar zyn.

A. M. HORAK, Junr.

Paarl, 24 Dec. 1845.

De Heeren DE VILLIERS, FORD & Co., Vendu-Adms.

Op denzelfden dag en plaats zullen mede worden verkocht, 150 EXTRA VETTE SLAGT, TREKTOSSEN en KOEIJEN, die stellig present zullen zyn.

A. M. HORAK, Junr.

230 EXTRA vette SLAGT- en TREK-OSSEN.—De Verkooping van bovenstaande, om toegegeven te worden voor het bestemde, is uithoede van het ongunstig weet, uitgesteld tot HEDEN.

Wanneer hetzelde zonder de minste Reserve zal worden verkocht ter plaatse van den Heer JAN BYTERS, Stikland.

TOMSON, WATSON & Co.

Den 13 Jan. 1846.

VERLOREN op 11. Zaturdag avond, uit de Hallen, een grote rode WINDHOEK, met zwarte bek.—Die hem terug bezorgt aan de Hal No. 4, zal beloond, en die hem aanhoudt vervoldig word.

JACO : van REENEN, Esq.

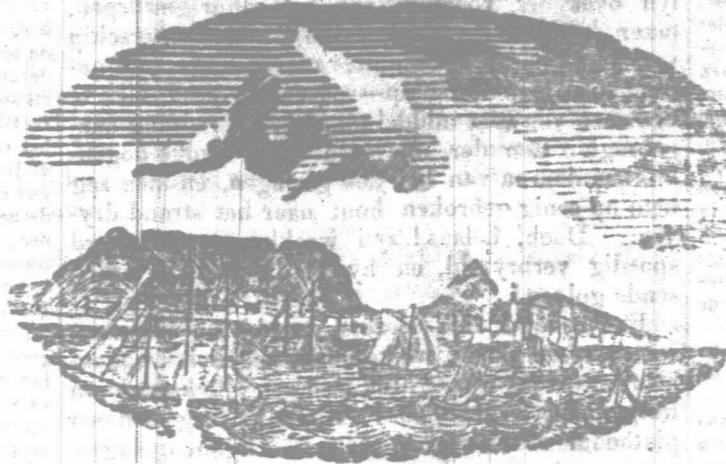
8 January 1846.

BEVALLEN, aan Blauwberg, op den 8 dezer, de geliefde Echgenoot van J. H. F. WAZA, Junior, van een' welgeschaepen Zoon.

Uitgegeven te No. 92, Waisstreet, Kaapstad, elhan Dingsdag en Vrydag Ochtend en met de eerstkomende post naar de Buiten-Districten versonden;

Termen: In de stad per jaar Rds. 22; per kwartaal Rds. 5: 4—in de Buiten-Districten voor de twee nummers in derselver geheel Rds. 28 per jaar; per kwartaal Rds. 7; doch waar al'de stoffe van de Dingsdag Courant (in een' taal) by wyze van Supplement tot de Vrydag Courant wordt begeerd, Rds. 22 per jaar of Rds. 5: 4, per kwartaal.

* Prys 7d per enkele Nommer.



Published at No. 92, Waisstreet, Cape Town, every Tuesday and Friday Morning, and dispatched to the Country Districts by the first ensuing post.

Term: in Town Rds. 22 per Annum; per Quarter, Rds. 5: 4—in the Colony, (for the two Papers) Rds. 28 per Annum; per Quarter, Rds. 7; but where the whole of the matter of Tuesdays Paper (in one language) bywyse of Supplement to the Fridays Paper, is preferred, Rds. 22 per Annum, or Rds. 5: 4: per Quarter.

* Single Paper 7 pence.

De Zuid-Afrikaan.

[Tros Tyiusque mihi nullo discrimine agetur.—VIRGIL.]

DEEL XVI.

DINGSDAG DEN 13 JANUARY 1846.

[No. 1,057.

ZOMERVERBLYF, AAN BLAAUWFBERGS STRAND.

DE Ondergeteekende zal op ZATURDAY, den 17 January aant, ten 12 ure, in plaat van op den 10de, als vroeger geardeerd, vóór de Koopmans Beurs, in de Afdeeling van Albany, worden verzocht kennis te nemen, dat de overledene zonder Testament is overleden, en dat eenene Byeenkomst van de naaste Bloedverwanten en Creditoren van de overledene en negeleven Echgenoot, en alle anderen dien zulks mogt aangaan, zal worden gehouden ten overstaan van den Resident Magistrat op deszelfs Bureau, te Grahamstad, op Zaturdag den 21 dag van February aantstaande, ten 10 ure, en alle zoodanige Personen die voormeld, worden verzocht op den tyd en pleats voormeld tegenwoordig te zyn, om dan en alaar eenig Persoon of Personen te zien verkiezen, door zoodanig Magistrat ter Approbatie van den Meester van het Hooge Geregtshof, als geschildt en bekwaam om den doorgang te worden aangesteld tot Dative Executore voor den Boedel van zoodanige overledene, personeel als voornam, en tot Dative Voogd van de minderjarige Erfgenaamen van de overledene.

CLERKE BURTON, Meester van het Hooge Geregtshof.

Meesters Bureau, Kaapstad, 6 Jan. 1846.

EDICT.—De Nabestaanden en Creditoren van ANN, overledene Echgenoot van RICHARD DANIELL, van Saldbury Park, in de Afdeeling van Albany, worden verzocht kennis te nemen, dat de overledene zonder Testament is overleden, en dat eenene Byeenkomst van de naaste Bloedverwanten en Creditoren van den overledene, en negeleven Weduwe JOHANNA CATHERINA COMBRINE, en alle anderen dien zulks mogt aangaan, zal worden gehouden ten overstaan van den Resident Magistrat op deszelfs Bureau, te Uitenhage, op Dingsdag den 17 Feb. aant, ten 12 ure des Voor middags; en alle zoodanige personen als voornam, worden verzocht op den tyd en pleats voormeld tegenwoordig te zyn om dan en alaar eenig Persoon of Personen te zien verkiezen door zoodanig Magistrat ter Approbatie van den Meester van het Hooge Geregtshof, als geschildt en bekwaam om den doorgang te worden aangesteld tot Dative Executore voor den Boedel van zoodanige overledene personeel als voornam, en tot Dative Voogd van de minderjarige Erfgenaamen van de overledene.

CLERKE BURTON, Meester van het Hooge Geregtshof.

Meesters Bureau, Kaapstad, 6 Jan. 1846.

EDICT.—De Nabestaanden en Creditoren van ANDRIES OELDRY, voormals van Uitenhage, overleden, worden verzucht kennis te nemen, dat de overledene zonder Testament is overleden, en dat eenene Byeenkomst van de naaste Bloedverwanten en Creditoren van den overledene, en negeleven Weduwe JOHANNA CATHERINA COMBRINE, en alle anderen dien zulks mogt aangaan, zal worden gehouden ten overstaan van den Resident Magistrat op deszelfs Bureau, te Uitenhage, op Dingsdag den 17 Feb. aant, ten 12 ure des Voor middags; en alle zoodanige personen als voornam, worden verzocht op den tyd en pleats voormeld tegenwoordig te zyn om dan en alaar eenig Persoon of Personen te zien verkiezen door zoodanig Magistrat ter Approbatie van den Meester van het Hooge Geregtshof, als geschildt en bekwaam om den doorgang te worden aangesteld tot Dative Executore voor den Boedel van zoodanige overledene personeel als voornam.

CLERKE BURTON, Meester van het Hooge Geregtshof.

Meesters Bureau, Kaapstad, 6 Jan. 1846.

EDICT.—De Nabestaanden en Creditoren van HENDRIK STEPHEN, Weduwe van WILLIAM HEARD, voor mals van de Kaapstad, en van WILHELMINA LAUBSCHE, voormals van Saldanahbaai, in het Kaapse Dist., overleden, worden verzucht kennis te nemen, dat eenene Byeenkomst van de naaste Bloedverwanten en Creditoren van de overledene, en alle anderen dien zulks mogt aangaan, zal worden gehouden ten overstaan van den Meester van het Hooge Geregtshof, in de Groot Jur Ky Amer, Publieke Gebouwen, Kaapstad, op Dingsdag den 17den dag van February aant, ten 10 ure; en alle zoodanige personen als voornam, worden verzucht op den tyd en pleats voormeld tegenwoordig te zyn om Brieven van Administratie te zien verkiezen door zoodanig Magistrat ter Approbatie van den Meester van het Hooge Geregtshof, in de Rijksdienst der Biedel van zoodanige overledene personeel als voornam, en tot Dative Voogd van de minderjarige Erfgenaamen van den overledene.

CLERKE BURTON, Meester van het Hooge Geregtshof.

Meesters Bureau, Kaapstad, 6 Jan. 1846.

EDICT.—De Nabestaanden en Creditoren van HENRY COPE, voormals van Simonswyk, in het Kaapse Dist., overleden, worden verzucht kennis te nemen, dat eenene Byeenkomst van de naaste Bloedverwanten en Creditoren van de overledene, en alle anderen dien zulks mogt aangaan, zal worden gehouden ten overstaan van den Meester van het Hooge Geregtshof, in de Rijksdienst der Biedel van zoodanige overledene personeel als voornam, en tot Dative Voogd van de minderjarige Erfgenaamen van den overledene.

CLERKE BURTON, Meester van het Hooge Geregtshof.

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CLERKE BURTON, Meester van het Hooge Geregtshof.

Meesters Bureau, Kaapstad, 6 Jan. 1846.

TO THE INHABITANTS OF RICHMOND;
Mr. J. H. MORTART having undertaken, the
Agency for the Zuid-Afrikaans, the inhabitants of
Richmond, who may desire to subscribe for the same, are
requested to make application to that Gentleman.

Zuid-Afrikaans Office, Jan. 1, 1846.

AGENTS

FOR THIS PAPER IN THE COUNTRY DISTRICTS,

Beaufort,	Mr. C. Pritchard,
Caledon,	Mr. J. T. Tesselar,
Clan-William,	Mr. H. J. Lind,
Colesberg,	Mr. J. Blake,
George,	Mr. F. A. Swemmer,
Groot-Heuning,	Mr. W. Zinn,
Malmesbury,	Mr. J. D. A. Frischlich,
Paarl,	Mr. J. D. Haupt,
Port Natal,	Mr. B. Poortman,
George,	Mr. C. Molter,
Stellenbosch,	Mr. P. Korsten,
Groot-Heuning,	Mr. John Barry,
Tulbagh,	Mr. H. L. de Lange Van
Tygerberg,	Mr. A. Monman,
Witbank,	Mr. J. Breth,
Wellington,	Mr. J. Addrey,
Worcester,	Mr. J. Metring.

READ HERE.

TO SUBSCRIBERS & ADVERTISERS.

In consequence of the alterations now made by Government in the transmission of the Mail, we take the liberty to acquaint our Subscribers, that, in order to accommodate them, we intend to publish our Paper, from and after THURSDAY, the 22d instant, on THURSDAYS AND MONDAYS, in lieu of Fridays and Tuesdays, the first-mentioned days being those on which the Mails are now transmitted to the several Country Districts. We trust that this arrangement on our part will meet with their approbation, and also secure to us the further support of our commercial and other friends and supporters;—as to ourselves, we shall do our utmost to give them every satisfaction.

**THE
ZUID-AFRIKAAN**

CAPE TOWN, JANUARY 13, 1846.

As a continuation to the former, we now lay before our readers the result of the proceedings of our Municipal body, respecting that shameful monopoly, the extent of which has now been placed in the clearest light.

The subjoined abridged report of the proceedings of the adjourned meeting of Commissioners will show how deeply it had rooted, and what salutary effects would have resulted therefrom, if the protectors of our civil rights, accidentally becoming acquainted therewith, had not undeniably acquitted themselves of their sacred duty, not merely to oppose but also to eradicate an evil, which not only operates prejudicially on the pockets of the common consumer, but has also a ruinous tendency to thwart all lawful trade.

It requires indeed no particular penetration to discern what these monopolizing gentlemen really had view, and what would erelong have been exacted from the inhabitants for one of the principal articles of consumption, if the endeavour had succeeded to become exclusively possessed of the trade therein. The prices—under the well concerted system of occupying the several shambles in the name of others,—would, by the absence of the requisite competition,—naturally have been the same at almost every shambles; and the public, unaware of the secret combination, would have been compelled, under some excuse or other of scarcity of cattle or otherwise, to offer their often hard earned means on the altar of avidity!

But, this is not all. Commerce in general is also deeply interested in the suppression of this detestable evil. What we, ask, must become of the honest cattle dealer, if the butchers' business should limit itself merely to two or three wealthy individuals, who would thereby also possess the power to govern the cattle market at pleasure? What else than that, compelled by want of competition, to sacrifice his cattle to their cupidity, he will be unable to pay the merchant who provided him with the means of traffic, and, thwarted in his further prospects, be forced to relinquish this otherwise profitable branch of trade in favor of the monopolizing butcher, who, aware of his ruin, would again employ the power thus obtained to the injury of the cattle farmer; whilst, notwithstanding all these advantages, he will not hesitate to exact the most exorbitant prices from the citizen as well as the shipping!

Of such, but not of a less extent, is the evil, not only discovered, but also, heaven be praised, manfully opposed; and, what is still of greater import, against which the necessary precautionary measures have been taken for the future, as, independent of the altered protecting provisions in the new contracts, every butcher will be moreover bound, on signing the same, to declare on oath, that he intends to carry on the business on his own name and for his own account, and that he is neither directly nor indirectly connected therewith any person whatsoever!

It will be seen from the documents attached to the report, that the original contract entered into, has been declared inconsistent by the parties themselves; and we had sincerely wished that the matter had rested here, and the public been saved the unpleasant task of again sitting in judgment on a branch of that monster, which has so justly filled them with indignation. In our humble opinion, it deserves no better fate than the former, and is perhaps admirably calculated, jointly with its predecessors and successors—the monopoly—the good will, the compensations and acceptances, and all that sort of Butchers' HUMBUG, to be for ever consigned to the flames!

Special Meeting of the Commissioners for the Municipality of Cape Town.

FRIDAY, 9th January 1846.

The Secretary reports that in terms of the resolution of the Board, at the last meeting, he had instructed the Town Overseer to give Shambles Nos. 2 and 8, on Wednesday evening the 31st ult., and that the Town Overseer subsequently reported to him, that on calling at the Shambles at the time aforesaid, the keys were handed over to him by Mr. Heyndenburgh for himself and on behalf of Mr. J. G. Muller.

Resolved, that the above be recorded.

The Secretary further reports, that Mr. W. van Reenen, the occupier of Shambles No. 9, called at his office on Wednesday morning the 7th instant, and stated that he had formerly carried on the butcher's business in the said shambles, in con-

nection with Mr. Redelinghuyse, but it not yielding to him any profit, he had sold his share therein, as well as in the occupation of the said shambles to Mr. Redelinghuyse, by whom the same was occupied.

Mr. A. M. Miller having been sent for, and a letter of Mr. Montagu, stating that the business at present, carried on by him at shambles No. 9, was carried on there on his own account, having been sold.

Mr. A. M. Miller desiring to be examined in regard to this time, he was in the service of Messrs. Mechaun & Redelinghuyse, I shall permit him to continue in it which was in possession of my brother, and which I have seen, and by persons who may be examined on oath. When I was riding for my brother and F. van Reenen to purchase cattle, I asked them what you do, to which they said, their trade was very extensive, having purchased the business of Mechau & Redelinghuyse, I found the dead of cattle, and amongst others, the business carried on by Montagu in the shambles No. — was located in the sale to Montagu. Van Reenen & Miller, I say, then consented to the sale of my brother's business, and in the name of my brother, among my own masters, Messrs. Redelinghuyse, were to interfere with any contracts or with the shipper's, but I know that he did not interfere.

Upon this a letter was read, from Mr. J. W. van Reenen, stating that Mr. Miller was under an erroneous impression, the business being carried on by himself and Mr. Miller, assumed.—When the agreement was about to be entered into between my brother and Mr. J. W. van Reenen, Mr. van Reenen, Senior, was anxious to obtain a share in the business for his son J. W. van Reenen. The said Mr. van Reenen, Senior, said, that his son said, had ruined his brother J. W. van Reenen; he lost £ 300 by being a butcher. This was more than paid by J. W. van Reenen, who took the shambles away from his brother. I witnessed a discussion on the subject between my brother and Mr. Jacob van Reenen, Senior, about September last. Mr. van Reenen, Senior, told me that the money was paid by J. W. van Reenen, and the shambles taken over by him.

With respect to the shambles occupied by Mr. D. Cameron, said Muller states—Mr. Cameron's name also appeared in the contract to be entered into between Mechau & Redelinghuyse and myself and my brother.

After hearing the above deposition it was resolved by Commissioners—

1. That the shambles Nos. 1, 5, 6 and 13 remain in possession of the present occupiers.

2. That shambles Nos. 2 and 8 be declared vacant.

3. That the occupiers of shambles Nos. 3, 4, 7 and 11 receive notice to quit three months after date, and

4. That shambles Nos. 9 and 10 be looked this day.

5. That the penalty in the contracts be fixed at £ 50.

6. That the parties remaining in possession of the shambles which they hold at present, be requested to enter into this new agreement within 14 days after date according to the increased rent; and in case they decline to do so, that notice be given to them to quit the shambles three months after notice to that effect.

7. That the Board at once proceed to the distribution of the vacant shambles to the several applicants now before the Board, at the rate of £ 6 per month, when shambles Nos. 2, 8, 9 and 10 were allotted to the following persons, viz. A. M. Miller, B. Daniel, J. G. Muller, and J. Schleser.

CAPE TOWN, January 8, 1846.

GENTLEMEN.—I have the honor to enclose the within statement, together with the original contract entered into between Mechau & Redelinghuyse and myself, on the 7th instant, from which it will appear that a certain contract entered into between me and the said parties, dated the 27th November last, has been cancelled and annulled, and that I am now prepared to resume my butchers trade in my shambles No. 2, at my own expense unconnected with any other person either directly or indirectly.

I therefore beg to request that the said shambles No. 2, hired by me from the municipality, may be re-opened, and be delivered to me for the purpose of resuming thereto my trade as a butcher.

I beg I may be honored with a speedy favorable reply for the purpose of forthwith supplying my customers with meat in the usual way, and to request that the said contract may be returned to me.

I have the honor to be, Gentlemen,
Your obedient servant,
(Signed) J. G. MULLER.

To the Commissioners of the
Cape Town Municipality.

I, Johan George Muller, do solemnly and sincerely declare that a certain contract dated the twenty seventh November 1845, entered into between Mechau & Redelinghuyse on the one part, and myself on the other part, whereby it was agreed that I should sell and make over to the said Mechau & Redelinghuyse the butchery conducted by me in the shambles No. 2, has on the 7th instant been entirely and to all intents and purposes cancelled and annulled.

I do further solemnly declare, that I am now prepared and ready, and do intend bona fide to occupy myself the said shambles No. 2, hired by me from the Municipality, and to conduct therein the butchers trade as heretofore in my own individual name and at my own expense and profit, and that I am in no way connected therewith by any other person, either directly or indirectly. And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Ordinance No. 6, 1845, entitled An Ordinance substituting declarations in the place of oaths, oaths, and for the suppression of voluntary and extrajudicial oaths and affidavits

(Signed) J. G. MULLER.

Declared before me, this 8th January 1846.

(Signed) P. AUKET.

We, the undersigned, O. N. Mechau and P. J. Redelinghuyse, trading as Mechau & Redelinghuyse, and J. G. Muller, having with each other entered into a certain contract for the purchase and sale of the "good will" of the butchery of me, J. G. Muller, dated 27th November, 1845, but which we have found to be inconsistent, hereby declare by mutual consent have cancelled the said contract this day, as we do by these presents cancel the same; and we consequently declare the two acceptances, each amounting to £ 600, given in pursuance of said contract by us, Mechau & Redelinghuyse, to me J. G. Muller, to be also cancelled; as we have cancelled the same on subscribing to these presents. And we, Mechau & Redelinghuyse, declare, to have granted to J. G. Muller, as we grant on subscribing to these presents, our acceptance amounting to £ 400, payable on the 30th of June 1846, and as compensation both for the cancellation of the above contract, and for the loss of profits sustained by said J. G. Muller, in consequence of the above contract; and J. G. Muller, declare to be satisfied with the said acceptance as a sufficient compensation, and to have accepted and received the same as such.

We, Mechau and Redelinghuyse, moreover bind ourselves, in case J. G. Muller should resume the Butcher's business, to deliver on demand unto the said Muller, during the period of six months, that is, until the 30th of July 1846, so much slaughter cattle, either Bullocks or sheep, as the said Muller shall require for slaughter; which we bind ourselves to deliver unto him at cost price, without calculating any expense thereon; but the said Muller shall pay unto us on every sheep purchased in our name in the interior, brought from foreign countries and delivered to him, a sum of sixpence above the cost price. And if J. G. Muller, undertake to bind himself, at the end of each month, for the slaughter cattle aforesaid, to pay during the previous month as aforesaid, to grant unto the said Mechau and Redelinghuyse my acceptance in their favor, payable three months after date.

We further bind ourselves to return to said J. G. Muller, the so called book customers, who, in consequence of the above cancelled contract, have been supplied with meat by us, and we undertake to devote our good services, as far as in our power, to have these book customers restored to us.

And we desire to have voluntarily entered into this contract, and to bind ourselves in the strictest good faith for the due fulfillment of the same. Duplicate copies hereto having been signed by and delivered to each of us.

Cape Town, January 7, 1846.

(Signed) O. N. MECHAUN & P. J. REDELINGHUYSE.

As Witness.—ESTATE-AGENT.

(Signed) J. G. MULLER.

Attest—J. G. MULLER.

The Frontier Mail only arrived here on Saturday evening at 6 o'clock, instead of Wednesday. The paper from thence contain no news except the communication respecting the arrival of the Lieutenant Governor at Naval, and given in another column. The Mail dispatched from hence on the 1st instant, arrived at Graham's Town at the appointed hour.

See also our *Advertiser*.

WRECK OF THE "FRANCIS SPAIGHT."

(Communicated.)

This ill-fated vessel parted from her anchors about 4 p.m. yesterday on Wednesday Morning, and grounded broadside on near the beach at Papendorp. Mr. Taylor who was on the spot, having signalled for a line, one reached the shore from the vessel, but in pulling it in split. Rockets were now fired and a line thrown over the fore part of the vessel—she appeared to be deterred from availing themselves of this means to save their lives. One of them was shortly afterwards washed from the deck, and was seen floating towards the shore on some of the broken timbers;—these were however shattered, and the poor fellow sunk to rise no more!

There was only one small fishing boat on the spot, which proved unfit for this dangerous service. Succour was demanded on all hands, but fruitless!

A large flat-bottomed boat was now seen approaching the vessel, towed by a "dingy." But it was a forlorn hope,—the disaster had already happened,—and, on arriving at their destination, the latter were upset, and 2 of the men perished!

About 12 o'clock a man was observed in the foremost rigging of the vessel; there he remained for some time, and then disappeared: his fate appeared to be sealed! At about 4 p.m. however, this same man reappeared, and, as if emboldened by the dangers surrounding him, he leaped into the foaming billows! Shall this man perish? No! He was saved, and proved to be the carpenter of the vessel.

After the whale boat was upset and twenty human beings were precipitated in the boiling foam, it was a most awful sight to behold these unfortunate men struggling for their lives. But where is the succor?

Four gallant individuals—Lt.-Col. Johnstone, 27th, Lieut. Russell, R. A., Mr. Lawrence and sub-inspector Wiley—dashed into the water with their horses and at the risk of their own lives, endeavoured to save those of their fellow creatures. But, alas! they only succeeded in part—eighteen men, in all, having been plunged into eternity, besides the one previously and the two afterwards drowned.

The following is a list of the persons who perished, as well as of those who were saved on this distressing occasion:—

Persons drowned per "Francis Spaight."

Hen. Patterson, Master; Thos. Hayden, 1st Mate; Magnus Smith, 2d; Harry Hatt, Steward; Wm. Bynes, Cook; Geo. Hethering, Seaman; Jno. Smith, (of Leigh) do; Jno. Smith (of Liverpool) do; Wm. Wildie, do; Edw. MacDonald, do; David Evans, do; Joe. Mitton, Apprentice; Thos. Beddoes, do; Wm. Hall, do; Richd. Parker, do.—16 lost.

Saved.

James Robertson, Carpenter; John McLeod, Seaman.

Drowned.

Men of Sinclair's; Men of Jeary's.—6 lost.

To the foregoing we add the following General Order, by His Excellency the Commander in Chief:—

[Copy]

Head Quarters, Cape Town, Jan. 7, 1846.

GENERAL ORDER.

"The Committee having brought to the Commander-in-Chief's notice, the gallant conduct of Lieut. Russel, Royal Artillery, in saving the lives of two seamen of the wrecked barque "Francis Spaight," it is highly gratifying to His Excellency to express the sense of the spirited exertions of that officer, as well as of that exhibited by Lieut.-Colonel Johnstone, and others, upon the melancholy occasion."

(Signed) A. J. CLOETE, Lt.-Col.

Dep. Qr. Mr. Gen.

As there are several rumours afloat respecting the circumstances attending the above subject, we are gratified to learn that Government has appointed a commission to inquire into the premises.

Knowing that the misapprehension of the report of the majority of the Judicial Committee, did not confine itself merely to the council room, we avail ourselves of the advice to give that part of Mr. Montagu's speech, explanatory of the principal alterations proposed. We had, jointly with all disinterested well-wishers of the colony, trusted, that after so satisfactory an explanation, a stop

