A. O. P. NICHOLSON, Editor and Proprietor.
HUNTER NICHOLSON, Associate Editor.

TERMS:

DAILY, per year	$10 00
SEMI-WEEKLY, (published tri-weekly during the session of Congress)	5 00
WEEKLY	1 00

Clubs will be furnished as follows:

Five copies of the DAILY, for	40 00
Five copies of the SEMI-WEEKLY	20 00
Ten copies of the " "	35 00

No deduction for clubs on WEEKLY.

The Daily Union.

VOLUME VI. "LIBERTY, THE UNION, AND THE CONSTITUTION." NUMBER 118

CITY OF WASHINGTON, SATURDAY EVENING, AUGUST 30, 1856.

TO OUR SUBSCRIBERS.

The name of no person will be entered upon our books, unless the payment of the subscription be made in advance.

Distant subscribers may forward us money by letter, the postage of which will be paid by us, and all risk assumed by ourselves in its safe transmission.

The COUNTRY PAPER is published tri-weekly during the sessions of Congress, and semi-weekly during the recess.

Subscriptions for a period less than a year will be received on terms proportioned to the above annual rates.

☞POSTMASTERS are authorized to act as our agents; and by sending us FIVE DAILY subscribers, with $50 enclosed; or FIVE SEMI-WEEKLY subscribers, with $25 enclosed, will be entitled to a copy *gratis*.

Proposals for Deepening the Outlets of the Mississippi river into the Gulf of Mexico.

ENGINEER DEPARTMENT,
Washington, August 4, 1856.

PROPOSALS will be received at this office until the first day of October next for "opening and keeping open ship channels of sufficient capacity to accommodate the wants of commerce, through the Southwest Pass and Pass a l'Outre, leading from the Mississippi river into the Gulf of Mexico," for which purpose there was appropriated, by act of Congress of 8th of July, 1856, three hundred and thirty thousand dollars.

Bidders are requested to state the amount for which they will contract to open each of the channels specified throughout a well-defined width of three hundred feet, to a depth of not less than eighteen feet below the level of ordinary low water, which level will be determined by a bench mark on the shore, to be established by an officer or officers appointed by the Secretary of War; and they are also requested to state the longest period of time for which they will contract to keep each channel open to such width and depth for the residue of the appropriation after the amount of their bid for opening, if accepted, is paid; and to state also, in separate proposals, the same particulars for opening and keeping open each channel to a uniform depth of not less than twenty feet throughout a well-defined width of three hundred feet.

The means by which it may be proposed to accomplish the work, and the least time necessary for opening the channels, must be stated in the proposal for each depth.

The right to accept the offer which, in the opinion of the Secretary of War, proposes the best method of accomplishing the object contemplated, and to accept either proposal of any bidder for either of the passes, to the exclusion of the proposals of the same bidder for the other pass, is reserved.

The quantity of matter necessary to be removed from the existing channels at the passes to be deepened, or the distance along either channel to which the work must extend, in order to obtain either of the specified depths, cannot, for want of accurate information as to their present condition, be stated. Persons who desire to undertake the work are expected, therefore, to inform themselves of its extent, and of the best means of accomplishing it.

After a contract has been entered into, the place and direction of the channels to be opened will be designated to the contractor by an officer or officers appointed for that purpose by the Secretary of War, and the amount which may be agreed upon for opening each will be paid after each has been completed, and found, upon examination by an officer or officers, appointed as above, to be conformable, in all respects, to the stipulations of the contract; but no payment will be made on account of any work done towards opening either channel until after such channel shall have been completed, examined, and approved, as above specified.

At the expiration of one-third of the time during which the channels are to be kept open, eighty per cent. of one-third of the whole amount of the contract for keeping open will be paid; at the expiration of two-thirds of the time an additional payment of one third of the whole amount contracted for will be made; and at the expiration of the whole time during which the channels are to be kept open, the twenty per cent. retained at the first payment, and the remaining third of the whole amount of the contract for keeping the channels open, will be paid; but no payment will be made until after the channels have been examined, at each period of payment, by an officer or officers appointed by the Secretary of War, and found to be in all respects conformable to contract.

Proposals must be accompanied by evidence of ability to execute the work in the way, and within the time proposed, and should be addressed to the "Engineer Department, Washington," and endorsed "Proposals for opening channels at outlets of the Mississippi river."

When the time within which proposals are to be received has expired they will be opened and considered, and a contract will be entered into with the bidder or bidders whose plan of operations and evidences of ability to execute the work are most satisfactory to the Secretary of War.

To be inserted for thirty days in the National Intelligencer, and the Evening Star, Washington; the Commercial Bulletin, and the True Delta, New Orleans; the Mobile Register, Mobile; the Argus, and the Pennsylvanian, at Philadelphia; the Day Book, and the Journal of Commerce, New York; the Times, and the Post, Boston; the Republican, and the Pilot, St. Louis; the Enquirer, Cincinnati; and the Democrat, Louisville.

Accounts for advertising, with two copies of paper containing advertisement, to be sent to Engineer Department for payment.

Aug 5—d30t

Special Notice to Travellers from Washington.

TRAVELLERS from Washington for the western cities are advised that the Baltimore and Ohio Railroad Company has made careful provision to ticket them and to check their baggage directly through from Washington city to all the leading cities in the West, the Northwest, and the Southwest.

Members of Congress and others, at the adjournment, will find it peculiarly to their advantage to avail themselves of the recently-extended facilities of this line, which is the only route that can afford them through tickets and baggage checks in Washington.

The trains start daily from Washington station at 6 a. m., and make prompt and direct connexion at Washington Junction ("Relay House") for Benwood and Wheeling, connecting at Benwood direct with Central Ohio railroad trains for Zanesville, Newark, Columbus, Xenia, Dayton, Cincinnati, Louisville, Indianapolis, Chicago, Terre Haute, Vincennes, Alton, St. Louis, Springfield, Quincy, Burlington, Galena, Rock Island, Dubuque, Cairo, Memphis, Natchez, Vicksburg, and New Orleans.

Passengers desiring to view the entire road by daylight may leave Washington at 6 a. m., and, reaching Cumberland at 4½ p. m., lie on there until 5.15 next morning, when they resume the trip by accommodation train, leaving there at that time for Wheeling, where it arrives at 4, p. m.

By the 4.30, p. m. train from Washington they may reach Benwood at 9½, a. m. next day, or in seventeen hours from Washington.

By this connexion they reach Cincinnati same night, or in 26½ hours running time between Washington and Cincinnati.

Careful management, comfort of passengers, perfect safety are cardinal objects upon this route, and travellers may rely upon them in securing its advantages.

For further particulars, tickets, &c., inquire of THOMAS H. PARSONS, Agent, Washington Station, WILLIAM S. WOODSIDE, Master of Transportation, Baltimore.

Aug 9—d30

To Druggists and the People.

YOU are hereby cautioned against spurious imitations of Dr. De Grath's "Electric Oil," as I shall prosecute any party who use my copyrighted bills. This (genuine) Electric Oil has cured the mayor of Camden of piles and rheumatism; also, Hon. John Williamson, of Huntingdon, Hon. E. Killingsurth, (whom it took off his crutches in one day,) and more than 700 others in Philadelphia, whose names have been published in the Philadelphia Ledger.

The wholesale dealers in Philadelphia would not countenance any scamp guilty of the rascality of counterfeiting. In Harrisburg, Pa., John Wyethe, esq., the well-known druggist there, caused the arrest and imprisonment of one Valentine, who attempted an imitation of this valuable remedy.

PHILADELPHIA, May 5, 1856.

To the People and Druggists throughout the United States:

List of cures by Prof. De Grath's Electric Oil: Jos. Free, West Philadelphia, of rheumatism; Mr. Rodenbok, Montgomery county, rheumatism and sprain; Mrs. Ogden, No. 150 Fourth street, inflammation of bowels; Mrs. Mayland, Providence, shingles and caked breast; Mr. Wm. Spence, on Chestnut street, felon and neuralgia; Henry Campbell, Lower Marion, of burns and scarlet fever; and eighteen others.

☞Every druggist knows that the only genuine Electric Oil is made by the sole inventor and proprietor, at his old office, to which all orders must be addressed to procure the genuine.

Prof. CHAS. DE GRATH,
Old office, 39 South 8th street, near Chestnut.

For sale by CHARLES STOTT,
Washington, D. C.
July 10—tf

LOST WARRANT.—Notice is hereby given that land warrant No. 11,761, issued 13th November, 1855, to James Caldwell, for 80 acres, was sent to the undersigned, which has never come to hand, and that application has been made to the office for a duplicate of the same.

TH. LUMPKIN,
Attorney.
AUGUST 5, 1856.
Aug 7—law6w JAMES CALDWELL.

United States Court of Claims.

CARD.

THE undersigned, John C. Devereux, of New York city, and M. Thompson, of Washington, D. C., attorneys and counsellors-at-law, are associated for the legal prosecution of claims, for creditors of government, in the Court of Claims.

They will co-operate in immediate and careful attention to business matters at Washington which may be intrusted to their care by gentlemen of the profession and claimants, in the city of New York, or elsewhere in any part of the Union.

They may be consulted at any time, personally or by letter, either at New York or Washington. Particular information as to claims which have been at any time before Congress or departments can be furnished at once upon application by the parties interested.

JOHN C. DEVEREUX,
No. 90 Broadway, corner Wall street, New York city.
M. THOMPSON,
Washington city.

N. B.—J. C. Devereux is a commissioner of the Court of Claims.
Jan 31—3awtf [Intel.]

THE College of St. James, Maryland—Embracing the collegiate, commercial, and preparatory departments—has one session each year, from the first of October to the first of August.

Whole charge per year, for board, tuition, &c., two hundred and fifty dollars. No entrance fee.

Students admitted at any part of the year on application to
JOHN B. KERFOOT, Rector, &c.,
July 1—law3m College St. James, P. O., Maryland.

Alexandria Academy, Alexandria, Virginia.

THE 18th annual session of this institution will commence on Monday, September 15. The course of study includes the usual English branches, the ancient and modern languages, mathematics, and natural science.

This institution affords advantages which highly commend it to the attention of parents and guardians. The corps of teachers, composed of gentlemen devoted to their profession; the excellent set of apparatus—philosophical, chemical, and astronomical; the arrangement of the buildings, giving just such accommodations as students need; the opportunity at all times of demonstrating, practically, such principles as admit of it, enable the student to obtain here a sound, thorough, and practical education.

Terms: Board and tuition, $180 per session; payable quarterly, in advance.

Circulars may be obtained by applying to
R. L. BROCKETT,
Aug 19—eod3mo Principal.

Lost Land Warrant!

PUBLIC notice is hereby given that, after the expiration of six weeks from the present date, application will be made to the Commissioner of the Pension Office, in Washington city, for a duplicate land warrant in lieu of the one issued to Rene M. Lacroix on the 26th of May, 1856, No. 32,276, for 80 acres, which was lost in the transmission by the mail between Washington city and Belleville, Illinois, during the last of May or the forepart of the month of June last, and never has been received by the said Lacroix.

Washington city, August 26, 1856, by Richard M. Young, his attorney.
RENE M. LACROIX.
Aug 26—law6w

NEW Work on Immigration.—History of Immigration to the United States, exhibiting the number, sex, age, occupation, and country of birth, of passengers arriving in the United States, by sea, from foreign countries, from 1819 to 1855, with an introductory review and a most valuable appendix. By Wm. J. Bromwell, of the Department of State. Price, $1 50.

Humorous Poetry of the English Language from Chaucer to Saxe. $1 50. Just published, and for sale at
TAYLOR & MAURY'S
Aug 13 Bookstore, near 9th street.

Splendid Schemes for August, 1856.

To be drawn under the superintendence of commissioners appointed by the governor.

GREGORY & MAURY, MANAGERS.

$36,500!
Lottery for the benefit of the
STATE OF DELAWARE.
Class 192, for 1856.

To be drawn at Wilmington, Del., on Saturday, August 30, 1856.
78 number lottery—13 drawn ballots.

SPLENDID SCHEME.

1 grand prize of	$36,500	1 prize of	$3,139
1 do	15,000	30 do	1,500
1 do	10,000	60 do	750
1 do	5,000	190 do	220
1 do	4,000	&c.	&c.

Tickets $10—halves $5—quarters $2 50.

Certificates of packages of 26 wholes	$140
Do do 26 halves	70
Do do 26 quarters	35

Orders for tickets and shares and certificates of packages in the above splendid lotteries will receive the most prompt attention, and an account of each drawing will be sent immediately after it is over to all who order from me.

Address P. J. BUCKEY, Agent,
July 19 Wilmington, Delaware.

Brilliant Schemes for September, 1856.

GREGORY & MAURY, MANAGERS,
Wilmington, Delaware.

To be drawn under the superintendence of commissioners appointed by the governor.

$35,950!
Lottery for the benefit of the
STATE OF DELAWARE.
Class 198, for 1856.

To be drawn at Wilmington, Del., on Saturday, Sept. 6, 1856.
78 number lottery—13 drawn ballots.

BRILLIANT SCHEME.

1 prize of	$35,950	20 prizes of	$500
10 prizes of	6,000	20 do	400
10 do	3,000	20 do	390
20 do	1,000	185 do	250
&c.		&c.	&c.

Tickets $10—halves $5—quarters $2 50.

Certificates of packages of 26 whole tickets	$140
Do do 26 half do	70
Do do 26 quarter do	35

$51,485!
Lottery for the benefit of the
STATE OF DELAWARE.
Class 204, for 1856.

To be drawn at Wilmington, Del., on Saturday, Sept. 13, 1856.
75 number lottery—12 drawn ballots.

MAGNIFICENT SCHEME.

1 grand prize of	$51,485	13 prizes of	$1,500
3 prizes of	20,000	100 do	1,000
3 do	10,000	100 (lowest 3 No. prizes)	400
&c.	&c.	&c.	

Tickets $15—halves $7 50—quarters $3 75—Eighths $1 87½.

Certificates of packages of 25 whole tickets	$200
Do do 25 half do	100
Do do 25 quarter do	50
Do do 25 eighth do	25

$37,795!
Lottery for the benefit of the
STATE OF DELAWARE.
Class 210, for 1856.

To be drawn at Wilmington, Del., on Saturday, Sept. 20, 1856.
75 number lottery—12 drawn ballots.

RICH SCHEME.

1 prize of	$37,795	1 prize of	$7,075
1 do	20,000	100 prizes of	700
1 do	15,000	100 (lowest 3 No. prizes)	300
1 do	10,000	&c., &c.,	&c.

Tickets $10—halves $5—quarters $2 50.

Certificates of packages of 25 whole tickets	$140
Do do 25 half do	70
Do do 25 quarter do	35

$67,097!
Lottery for the benefit of the
STATE OF DELAWARE.
Class R, for 1856.

To be drawn at Wilmington, Del., on Saturday, Sept. 27, 1856.
78 number lottery—13 drawn ballots.

BRILLIANT SCHEME.

1 grand prize of	$67,097	4 prizes of	$5,000
2 splendid prizes of	30,000	5 do	3,000
2 prizes of	20,000	50 do	1,000
4 do	10,000	218 do	650
&c.	&c.	&c.	

Tickets $20—halves $10—quarters $5—eighths $2 50.

Certificates of packages of 26 whole tickets	$270 00
Do do 26 half do	135 00
Do do 26 quarter do	67 50
Do do 26 eighth do	33 75

Orders for tickets and shares and certificates of packages in the above splendid lotteries will receive the most prompt attention, and an account of each drawing will be sent immediately after it is over to all who order from me. Address

P. J. BUCKEY, Agent,
Aug 15 Wilmington, Del.

THIS is to give Notice that the subscriber hath obtained from the orphan's court of Washington county, in the District of Columbia, letters of administration, with the will annexed, on the personal estate of Peregrine Warfield, late of Washington county, deceased. All persons having claims against the said deceased are hereby warned to exhibit the same, with the vouchers thereof, to the subscriber, on or before the 19th day of August next; they may otherwise by law be excluded from all benefit of the said estate.

Given under my hand this 12th day of August, 1856.
THOMAS SAPPINGTON,
Administrator will annexed.

☞The claims may be enclosed to James McSherry, Frederick, Maryland, attorney for administrator.
Aug 13—law3w*

Willards' Hotel.

J. C. & H. A. WILLARD,
Pennsylvania avenue and Fourteenth street,
Washington, D. C.
Jan 29—dift

NEW BOOKS AT TAYLOR & MAURY'S.—South Carolina in the Revolutionary War: being a reply to certain misrepresentations and mistakes of recent writers in relation to the course and conduct of the State. By a Southron. 25 cents.

Documentary History of the American Revolution: consisting of letters and papers relating to the contest for liberty, chiefly in South Carolina. From originals in the possession of the editor, and other sources, 1764—1776. By R. W. Gibbes, M. D. $2.

The Life of General Daniel Morgan, of the Virginia line of the army of the United States. By James Graham. $1 25.

Victoria, or the World Overcome. By Caroline Chesebro'. $1 25.

Fashionable Life. By Mary H Eastman. $1.

The Kingdom which shall not be Destroyed, &c.—an exposition of prophecy. By Rev. J. Oswald, A. M. $1.

The Picture-Book for the Young. By Mary Howitt, with twenty illustrations by Byram J. Pierce. 50 cents.

July 8 Bookstore near 9th street.

Reform Medical College, Macon, Georgia.

THE eighteenth annual course of lectures in this institution will commence on the first Monday in November next, and close on the first day of March following. Having received two endowments from the State of Georgia, it is in possession of a splendid college edifice, with apparatus, preparations, specimens, and facilities, and a hospital for clinical instruction, under the direction of the faculty. Cadavers procured from New York and other cities.

FACULTY.

L. Bankston, M. D., Professor of Physiology and Pathology and Materia Medica.
J. T. Coxe, M. D., Professor of Principles and Practice of Medicine and Therapeutics.
M. S. Thomson, M. D., Professor of Obstetrics and Diseases of Women and Children.
I. N. Loomis, A M., M. D., Professor of Chemistry, Botany, Pharmacy, and Microscopy.
I. M. Comings, A. M., M. D., Professor of Anatomy and Surgery.
O. A. Lochrane, esq., M. D., Professor of Medical Jurisprudence, Comparative Anatomy, and Comparative Physiology.

TERMS.

Entire fees for tickets to lectures	$100
Matriculation (once only)	5
Anatomical ticket	10

Payable invariably in cash in advance at the opening of the session. Graduation fee, payable before examination, $25.

For particulars address any member of the Faculty, Macon, Ga.
Aug 15—eod4t*

Medical College of Georgia.

AUGUSTA, July, 1856.

THE twenty-fifth course of lectures in this institution will commence the first Monday in November next.

FACULTY.

G. M. Newton, M. D., Anatomy.
L. A. Dugas, M. D., Surgery.
I. P. Garvin, M. D., Materia Medica, Therapeutics, and Medical Jurisprudence.
J. A. Eve, M. D., Obstetrics, and Diseases of Women and Infants.
H. V. M. Miller, M. D., Physiology and Pathological Anatomy.
Alex. Means, M. D., Professor of Chemistry.
L. D. Ford, M. D., Institutes and Practice of Medicine.
H. F. Campbell, M. D., Surgical, Comparative, and Microscopical Anatomy.
R. Campbell, M. D., Demonstrator of Anatomy.
S. B. Simmons, M. D., Assistant Demonstrator.
Juriah Harris, M. D., Prosector to Professor of Surgery.

Clinical lectures will be delivered regularly at the City Hospital, and ample opportunities will be afforded for the study of practical anatomy.

Fees for the entire course	$105
Matriculation ticket, (to be taken once)	5

For further particulars, apply to G. M. NEWTON,
July 15—dlm Dean.

EDUCATION.—A young lady, a graduate of the "Clinton Liberal Institute," and residing in northern New York, is desirous of obtaining a situation as preceptress or teacher in a seminary in one of the southern States, (Virginia preferred.) Satisfactory references and testimonials will be given. Address G. W. Haxelton, P. M., Black River, Jefferson county, New York.
Aug 5—eod6t*

[No. 567.]

Notice

Of withdrawal of lands in Mississippi, Alabama, and Louisiana.

IN pursuance of the act of Congress approved 11th of August, 1856, making a grant of land to the State of Mississippi to aid in the construction of certain railroads in said State, including the portions of the Mobile and New Orleans railroad in the States of Alabama and Louisiana, instructions have this day been given to the local land officers in Mississippi to continue the reservation from sale or location ordered by telegraph on the 9th instant, and to the Alabama and Louisiana officers to withdraw and reserve the following described lands in their respective districts, as probably falling within the prescribed limits of selection, until otherwise directed, to wit:

IN MISSISSIPPI.

Office at JACKSON:

North and east of the Choctaw base line and meridian.

Townships 1, 2, 3, 4, 5, 6, 7, and 8, of ranges 1, 2, 3, 4, and 5.
Townships 1, 2, 3, 4, 5, and 6, of range 6.

East of Pearl river.

Townships 9 and 10, of ranges 17, 18, 19, 20, and 21.

Office at AUGUSTA:

North and east of the Choctaw base line and meridian.

Townships 6 and 7, of range 5.
Townships 3, 4, 5, 6, and 7, of ranges 6 to 18, inclusive.
Townships 1 and 2, of ranges 6, 7, 8, and 9.
Township 7, of range 19.

East of Pearl river and north of the 31st deg. of latitude.

Townships 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, of ranges 11, 12, 13, 14, 15, and 16.
Townships 1, 2, 3, 4, 5, 6, 7, 8, and 9, of ranges 17 and 18.
Townships 4, 5, 6, 7, 8, and 9, of range 19.
Townships 5, 6, 7, 8, and 9, of range 20.
Townships 6, 7, 8, and 9, of range 21.

East of Pearl river and south of the 31st. deg. of latitude.

Townships 4, 5, 6, 7, and 8, of ranges 4, 5, 6, 7, and 8.
Townships 1, 2, 3, 4, 5, 6, 7, and 8, of ranges 9, 10, 11, 12, and 13.
Townships 1, 2, 3, 4, 5, 6, 7, 8, and 9, of range 14.
Townships 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, of range 15.
Townships 6, 7, 8, 9, and 10, of range 16.
Townships 6, 7, 8, and 9, of range 17.
Township 6, of range 18.

Office at COLUMBUS:

North and east of the Choctaw base line and meridian.

Townships 8, 9, 10, 11, 12, 13, 14, and 15, of ranges 14, 15, 16, 17, 18, and 19.
Township 8, of ranges 5, 6, 7, 8, 9, 10, 11, 12, and 13.

IN ALABAMA.

Office at ST. STEPHENS:

South of the 31st deg. of latitude and west of the meridian.

Townships 5, 6, and 7, of ranges 1, 2, 3, and 4.

IN LOUISIANA.

Office at GREENSBURG:

South of the base line and east of the principal meridian.

Townships 7, 8, and 9, of range 13.
Townships 7, 8, 9, and 10, of ranges 14 and 15.
Townships 8, 9, and 10, of range 16.

Office at NEW ORLEANS:

East of the Mississippi river.

Townships 11, 12, and 13, of range 12 east.
Townships 10, 11, 12, and 13, of ranges 13 and 14 east.
Townships 10, 11, and 12, of range 15 east.

Given under my hand, at the General Land Office, at the city of Washington, this 15th day of August, 1856.

JOS. S. WILSON,
Acting Commissioner.
Aug 16—law6w† [Intel. & Star.]

United States Mail.

ALABAMA.

POST OFFICE DEPARTMENT,
Washington, August 16, 1856.

PROPOSALS for carrying the mails of the United States from 15th day of November, 1856, to the 30th day of June, 1858, on the following route in the State of Alabama, and in the time and manner herein specified, will be received at the Contract Office of the Post Office Department, in the city of Washington, until 5, p. m., of the 13th October, 1856, to be decided on the next day:

7058 From Rome, Ga., by Cave Spring, Pleasant Gap, Ala., Spring Garden, Ladiga, Cross Plains, Jacksonville, Lead Mines, Ten Islands, Greensport, Ashville, Mount Niles, St. Clair Springs, Springville, Truss, Shady Grove, and Rockville, to Elyton, 132½ miles and back, daily to Jacksonville, in two-horse coaches, and three times a week the residue, with celerity, certainty, and security.
Leave Rome daily at 2 p m;
Arrive at Jacksonville next days by 2 a m;
Leave Jacksonville daily at 8½ p m;
Arrive at Rome next days by 8½ a m;
Leave Jacksonville Tuesday, Thursday, and Saturday at 4 a m;
Arrive at Elyton same days by 7 p m;
Leave Elyton Monday, Wednesday, and Friday at 1½ a m;
Arrive at Jacksonville same days by 5 p m.

NOTE.

Proposals must be guaranteed by two responsible persons, certified to as such by a postmaster or judge of a court of record; and contract must be entered into by the successful bidder, with surety, before the 15th November next.

No pay will be made for trips not performed, and for each of such omissions not satisfactorily explained three times the pay of the trip may be deducted. For arrivals so far behind time as to break connexion with depending mails, and not sufficiently excused, one-fourth of the compensation for the trip is subject to forfeiture. Fines will be imposed, unless the delinquency be promptly and satisfactorily explained, for neglecting to take the mail from or into a post office; for suffering it to be injured, destroyed, robbed, or lost; and for refusing, after demand, to convey the mail as frequently as the contractor runs, or is concerned in running, vehicles on the route. The Postmaster General may annul the contract for repeated failures to run agreeably to contract, or for disobeying the post office laws or instructions of the department. The Postmaster General may alter the schedule. He may also order an increase of service by allowing therefor a *pro rata* increase on the contract pay. He may also curtail or discontinue the service in whole or in part, at *pro rata* decrease of pay, allowing one month's extra compensation on the amount of service dispensed with. Bids should be addressed to the "Second Assistant Postmaster General," superscribed "*Proposals for No. 7058, Alabama.*"

For further particulars see pamphlet advertisement for conveying the mails in Virginia, Georgia, &c., of 1855 and 1856.

JAMES CAMPBELL,
Aug 16—law4w† Postmaster General.

United States Mails for Salt Lake City.

POST OFFICE DEPARTMENT, May 31, 1856.

PROPOSALS for conveying the mails of the United States from the first day of December, 1856, to the 30th day of November, 1860, on the following route, will be received at the Contract Office of this department until 9 o'clock, a. m., of the 15th of October, 1856, to be decided the next day, to wit:

No. 8911 From Independence, Mo., *via* Fort Kearney and Fort Laramie, in Nebraska Territory, to Salt Lake city, in Utah Territory, 1,150 miles and back, once a month.
Leave Independence the first day of every month at 8 a m;
Arrive at Salt Lake city on the last day of the month;
Leave Salt Lake city on the 2d day of every month at 8 a m;
Arrive at Independence by the last day of the month.

NOTES.

Bidders are required to inform themselves of the actual distance, the weight and bulk of the mails to be carried, (the whole mail required to be taken each trip,) and on all other points essential to a correct understanding of their liability for the proper performance of the required service, before making their proposals, which must be guarantied by two responsible persons, certified to as such by a postmaster or judge of a court of record, and contract must be entered into by the successful bidder, with surety, before the 1st day of December, 1856.

No pay will be made for trips not performed, and for each of such omissions not satisfactorily explained three times the pay of the trip may be deducted. For arrivals so far behind time as to break connexion with depending mails, and not sufficiently excused, one-fourth of the compensation for the trip is subject to forfeiture. Fines will be imposed, unless the delinquency be promptly and satisfactorily explained, for neglecting to take the mail from or into a post office; for suffering it to be injured, destroyed, robbed, or lost; and for refusing, after demand, to convey the mail as frequently as the contractor runs, or is concerned in running, vehicles on the route. The Postmaster General may annul the contract for repeated failures to run agreeably to contract, or for disobeying the post office laws or instructions of the department. The Postmaster General may alter the schedule. He may also order an increase of service by allowing therefor a *pro rata* increase on the contract pay. He may also curtail or discontinue the service, in whole or in part, at *pro rata* decrease of pay, allowing one month's extra compensation on the amount of service dispensed with. Bids should be addressed to the "Second Assistant Postmaster General," superscribed "Proposals for Salt Lake City Mails."

JAMES CAMPBELL,
May 31—law4w† Postmaster General.

Notice

To the holders of bonds, certificates, or other evidences of the debt of the State of Texas, or the late republic thereof, under act of 28th February, 1855.

TREASURY DEPARTMENT, April 14, 1856.

WHEREAS the 4th section of the act of 28th February, 1855, entitled "An act to provide for the payment of such creditors of the late republic of Texas as are comprehended in the act of Congress of September 9, 1850," requires the Secretary of the Treasury to give notice by public advertisement for the space of ninety days of the time when payments will be made under said act:

And whereas notice was issued on the 27th February last by this department, and duly published, setting forth said act of Congress, and the act of the legislature of the State of Texas assenting thereto, requiring the certificates or other evidences of debt therein provided for to be filed at this department with assignments, releases, and affidavits, therein pointed out, thirty days prior to the 1st of June next:

And whereas the said 4th section further provides that no payment shall be made on any bond, certificate, or evidence of debt which shall not, thirty days before the time limited by said notices, be presented at the Treasury Department:

Notice is hereby given to the holders of any bonds, certificates, or other evidences of said debt, that unless the same shall be received at this department within sixty days from the date hereof, they will be excluded from all benefits of said act, agreeably to the 4th section of the same.

JAMES GUTHRIE,
Ap 15—law3m Secretary of the Treasury.

COAL! COAL!—We are now receiving—
Pine Knot, Broad Mountain, and Mount Laffa white-ash coals
Black Mine, Peach Orchard, and Lykim's Valley red-ash coals
Also, Cumberland lump and smiths' coal.
Wood of the best quality always on hand.
Coal kept under cover. 2,240 pounds to the ton.
T. J. & W. M. GALT,
Northwest corner 12th and C streets, No. 547.
Aug 8—3tif [Int.]

In Equity. No. 1151.

Circuit Court of the District of Columbia:

Robert J. Walker against James Eldridge, Henry Laurencel, Charles Fossat, William Wiggins, John Bowie Gray, and the heirs of James M. Jones, deceased.

In the bill originally filed in this cause, John B. Gray was a complainant, but was afterward, by leave of the court, made a defendant.

The substance of the original, amended, and supplemental bills filed in the cause is as follows:

On or about the first of September, 1842, a grant was made by the governor of California to one Justo Larios of certain lands situate in the jurisdiction of San Jose de Guadalupe, in Upper California, and known as the Rancho de los Capitancillos, by which grant an absolute and perfect legal title immediately passed, with definite boundaries specified therein, to said Larios and his assigns; and the complainant is advised that no legislative action nor other proceeding after the date of said grant was required in order to complete the title thereby passing as aforesaid. Said Larios sold said rancho to one Grove C. Cook, by a conveyance executed on the 5th of September, 1845, and duly recorded. Said Grove C. Cook, as allodial owner of said rancho, and Rebecca, his wife, by deed dated on the 3d of April, 1848, a copy of which is filed as an exhibit in this cause, conveyed to one Knowles Taylor, and the defendant, John Bowie Gray, their heirs and assigns, in the proportions of three-fifths to said Taylor and two-fifths to said Gray, all the mines, (including the one then worked by one Forbes, and not including the one worked by a company, in which last said Cook and one Larkin were participators,) minerals, and ores then known, or which might thereafter be found, on said rancho, within certain metes and bounds described in said last-mentioned conveyance, together with the right of way, water, grazing for all cattle, horses, and mules belonging to said Taylor and Gray, which were needed for carrying on said mines; also, land sufficient for establishing smelting-works, building houses, and all other purposes necessary for securely and profitably carrying on said mines; and together with all the estate, right, title, interest, property, claim, and demand of said Cook and wife in, to, or out of the same. In said conveyance from Cook and wife the words "warrant and defend" were accidentally omitted. The omission was supplied by a subsequent deed from Cook and wife to Taylor and Gray, executed and duly recorded on the 9th of March, 1849, but which, by a mistake explained in the bill, is erroneously stated in the body of the conveyance to have been dated on the 1st of April, 1848.

The complainant and the defendant Gray are the surviving trustees under a certain indenture or declaration of trust, made on the 21st of March, 1850, between said Taylor, of the city and State of New York, and Eliza L., his wife; the said Gray, of Stafford county, in the State of Virginia, and Jane M., his wife, of the one part, and the complainant, of the city of Washington, in the District of Columbia, and other subscribers to said declaration of trust, of the other part.

This declaration of trust states that purchasers of certain lands, mines, minerals, ores, rights, privileges, interests, and benefits had been made in California, and titles thereto taken in the names of said Taylor and Gray. It recites the foregoing conveyance, of which the true date is 9th March, 1849, from Cook and wife to Taylor and Gray, and two other conveyances not involved in this suit. It states that parties other than said Taylor and Gray had become interested in said purchases; that the title to the lands, mines, minerals, and ores, and other things comprehended in said purchases, was then standing in the names of said Taylor and Gray, in the proportions of three-fifths in the name of Taylor and two-fifths in the name of Gray; and that it was deemed desirable to work said lands, mines, minerals, and ores, and that each party in interest and ownership should have a written declaration of his interest and portion therein. By said indenture or declaration of trust, said Taylor and Gray, and their respective wives, conveyed to the complainant, the said Taylor, and the said Gray, in trust, all the lands, mines, minerals, ores, and other things which, by the previously-recited conveyances, had been conveyed to said Taylor and Gray; the same to be held by complainant, Taylor, and Gray, the survivor, &c., as associate trustees, for the purposes, and no other, set forth in said declaration of trust.

The parties to this instrument appointed the complainant, said Taylor, and said Gray, the survivors, &c., to be associate trustees of said lands, mines, and other things described in the several conveyances to said Taylor and Gray, to hold the same for the use and benefit of the parties interested, as a total of four hundred shares, of which were owned by the complainant, 70 shares; by Knowles Taylor, 56; by John B. Gray, 150; by Robert F. Stockton, 44; by John B. Macy, 20; by Lewis C. Levin, 20; and by James Brainerd Taylor, 40 shares. The object of the parties was declared to be, the proper management of the said estate, mines, minerals, ores, and other things, so as to make said mines and lands active and productive; the whole business of the parties was to be conducted by said trustees, or a majority of them, their successors, &c., and they were empowered to appoint an agent or agents in the management of the business, at a compensation to be fixed by themselves. The relative proportions in which the parties to said deed of trust were, at its date, interested in said property, have been since changed, several of them having sold out to the complainant, who now owns a large portion thereof. Said Knowles Taylor died about the month of October, 1850, and the duty of carrying out the objects of the trust has devolved on the complainant and Gray, the surviving trustees. The purchase from Grove C. Cook and wife was made in person by John B. Gray, and by one James Brainerd Taylor, as agent of Knowles Taylor, who was then in New York. Previously to said purchase, neither the complainant, nor, he feels quite certain, John B. Gray, or Knowles Taylor, or James Brainerd Taylor, ever heard it intimated that any other person was interested in the purchases made by Cook from Larios. In April or May 1848, after said purchases, and after the departure of said Gray from California, a rumor reached James Brainerd Taylor, who was agent of Knowles Taylor, and also of John B. Gray, that the defendant Wiggins made claim to a part of said rancho; but in answer to frequent inquiries made by said James Brainerd Taylor, Cook denied that there was any truth in the rumor, or that Wiggins had any right in said rancho. While the negotiation before mentioned for the execution of a second conveyance from Cook to Taylor and Gray, to supply the accidental omission in the first, was in progress, said Wiggins was cognizant of the same, and did not object to it, nor assert any opposing claim. At a later period, Wiggins stated to said James Brainerd Taylor that he had an interest in the rancho with Cook, and that he looked to Cook alone, and acquiesced in the sale made by Cook to Taylor and Gray. During a long and constant intercourse on the part of James Brainerd Taylor with both Cook and Wiggins, they repeatedly assured him that no claim to the property would be set up adverse to the sale from Cook to Taylor and Gray; and James Brainerd Taylor, confiding in their representations, permitted Wiggins to live on the property, and, in one instance, intrusted his interests in it to the care of Wiggins. After the departure of James Brainerd Taylor, Wiggins, and others confederated with him, prevailed on Cook, by their importunities, and by drawing him into habits of dissipation till he became a confirmed drunkard, to make a conveyance, dated 4th June, 1850, in which his wife joined, to Wiggins, of "all his rights, &c., in, &c., six-sevenths" of said rancho. On the 25th of June, 1850, Wiggins, together with his two counsel, one of whom was James M. Jones, as parties, filed a bill of complaint in the district court of the third judicial district of California, sitting in the county of Santa Clara, alleging that Wiggins and Cook had together purchased said rancho from Larios, in the proportions of one-seventh for Cook and six-sevenths for Wiggins; that said sums were respectively paid by them; that Larios made the deed to Cook alone; that it was agreed between Cook and Wiggins that Cook should hold the title in his own name, in trust for Wiggins as to six-sevenths; that on the 3d of April, 1848, Cook made the sale to Taylor and Gray hereinbefore mentioned, and that Taylor and Gray then knew that Cook owned only one seventh of the property, and Wiggins owned the residue; that Taylor and Gray were guilty of fraud in the transaction; that the deed from Cook to them was void as to the petitioners; that, at the time of the purchase of Cook and Wiggins from Larios, Wiggins took possession of the property, and has since continued in the possession of it, with the knowledge of Taylor and Gray; that the petitioners, Weller and Jones, are the legal owners, under Wiggins, of one undivided eighth of the mines, minerals, and other things described in the deed from Cook to Taylor and Gray. The petitioners prayed for a decree annulling the deed to Taylor and Gray as to six-sevenths of the rancho; that Taylor and Gray be compelled to recovery, &c., &c. Knowles Taylor, then in California, filed an answer to this bill, fully responsive to it, and generally and specially denying all its allegations, except the allegation as to the sale by Cook to Taylor and Gray of the mines, minerals, ores, &c., in said rancho. John B. Gray also put in an answer responsive to the averments of the bill, and denying the same, with the exception just mentioned. On the 14th of March, 1851, an agreement of counsel was made for transferring this suit to the district court of the United States for the northern district of California, as had been demanded by John B. Gray in his answer; and by order of the State court said cause was so transferred. After various proceedings in the United States district court for the northern district of California, which are set out in this bill, that court, on the 11th November, 1852, made the following decree:

United States District Court for the Northern District of California.

WIGGINS, WELLER, and JONES, }
vs. } Final Decree.
TAYLOR and GRAY, }

This case coming on to be heard, on the stipulation of parties by their respective solicitors, on file, on the bill, answer, and exhibits thereto appended, and after hearing argument of counsel, it is ordered, adjudged, and decreed, that the said matters and things set forth in the said answer having been duly verified by oath, and the replication filed thereto by the complainants, be deemed, and are hereby taken to have been duly proved and sustained; and that said several conveyances and contracts of lease set forth in said answer to the said defendants, and their assigns and grantees be, and the same are hereby, certified and confirmed as against the said complainants. And it is further ordered, adjudged, and decreed, that the said conveyances of the said property described in the deeds from Grove C. Cook and wife to John B. Gray and Knowles Taylor, set forth in said answer be, and the same are hereby, confirmed forever against the said complainants, and that the property therein described be passed to them, free from all trust or claim in behalf of said complainants whatsoever.

And be it further ordered, adjudged, and decreed, that by the conveyance set forth in said answer of the 21st of March, A. D. 1850, by the said John B. Gray and Jane M. his wife, and the said Knowles Taylor and Eliza L. his wife, and the said Robert J. Walker, Robert F. Stockton, John B. Macy, Lewis C. Levin, and James Brainerd Taylor, the said grantees became possessed of the several rights set forth in the said declaration of trust, free from any and all claims or trusts whatsoever on the part of said complainants or either of them, and that they have a full, perfect, and valid subsisting title to the said property described therein, against said complainants.

And it is further ordered, adjudged, and decreed that the conveyance set forth in said answer from Grove C Cook to Jose Abrego and his associates, comprising the Santa Clara Mining Company, bearing date the 21st of January, 1848, be, and the same is hereby, confirmed against the said complainants, free from all claims of the said complainants, or either of them, by way of trust or otherwise.

And it is further ordered, adjudged, and decreed, that the lease set forth in said answer from Grove C. Cook to Jose Abrego and his associates, bearing date the 24th day of January, 1848, be, and the same is hereby, confirmed, free from all claims of the said complainants, by way of trust or otherwise.

And it is further ordered, adjudged, and decreed, that the conveyances set forth in said answer from John G. Christie, and from said Abrego and his associates, by the said John G. Christie, as their attorney, to John B. Gray and wife, bearing date the 22d day of December, 1848, be, and the same is hereby, confirmed against the said complainants, free from all claim of the said complainants, or either of them, by way of trust or otherwise.

And it is further ordered, adjudged, and decreed, that the conveyance set forth in said answer from Justo Larios to said Grove C. Cook, dated the 5th of September, 1845, and the deed from Jose Abrego to Grove C. Cook, and others therein mentioned, dated the 16th of December, 1847, be, and the same are hereby, confirmed and ratified against said complainants, free from all claims of the said complainants, or either of them, by way of trust or otherwise.

And it is further ordered, adjudged, and decreed, that all other conveyances and instruments of writing set forth in said answer, conveying any right to the property therein mentioned or described, be, and the same are hereby, forever ratified and confirmed against the said complainants unto the said respondents and their assigns, free from all claims or trusts whatsoever of the said complainants, or either of them, and that said respondents have their costs in the premises duly to be taxed according to law.

(Signed) OGDEN HOFFMAN, Jr.,
United States District Judge.

Endorsed: Filed November 11, 1852.

This is a judgment, unreversed and unappealed from, deciding absolutely and finally between the parties. The said Wiggins, Weller, and Jones withheld from the knowledge of the United States court in California the conveyance of Cook to Wiggins of June 4, 1850. On the 22d of July, 1850, Cook executed another conveyance of all his portion of right, &c., in said rancho and to the mines, &c., there situated. This sale was made for the sum of $50,000, payable in ten equal instalments, for which amount Wiggins gave his note, secured by mortgage on one half of the rancho, which mortgage was, as to $5,000, assigned by Cook to the defendant, Fossat. Whereon said Fossat obtained a judgment, and also on another note held by him, and the remaining interest of said Wiggins in said rancho—namely, three-fourths thereof (he having sold to said Weller and Jones one divided fourth)—was seized under said judgment and sold at a sheriff's sale to said Fossat. The sheriff's deed to Fossat is dated August 13, 1852. Said Fossat was not a party really or principally interested in said sheriff's sale; his name was used by the defendant, Laurencel, the real party interested therein, as a cloak, and with a view of infringing and violating the rights of the complainant; and the defendant Eldridge also professed to be interested therein. In 1850 said Laurencel and others attempted to take possession of a quicksilver mine on said rancho, and in that part now confirmed to the Guadalupe Mining Company, which attempt gave rise to a suit for forcible entry and detainer, in May, 1850, previous to the institution of the aforesaid suit of Wiggins and others against Taylor and Gray. Subsequently said Laurencel and others formed a company for working said quicksilver mines during the pendency of said suit; and all the parties interested in said Guadalupe Mining Company, and particularly said Laurencel, had not only constructive notice, but actual personal knowledge of the complainant's titles. The defendants Laurencel and Eldridge are the real owners, either of the whole, or nearly the whole, interest still standing on the record in the name of Fossat.

Robert Rose, esq., one of the counsel of the complainant, and his co-trustee, in the suit before the United States district court in California, was also employed by them to obtain the confirmation by the United States board of land commissioners in California of their title as against the United States. On representations made by said Laurencel, and in order to avoid possible embarrassments and delays from the presentation of conflicting claims before the commissioners, said Rose agreed with said Laurencel to allow the Justo Larios claim to be prosecuted before the board of commissioners in the name of said Fossat, it being understood that the shape and form of the confirmation should not affect the rights of either party. And said Rose, in pursuance of said agreement, took an active part in obtaining the confirmation, which, on the 28th of October, 1854, was made by the board of commissioners to Fossat. The defendants, Laurencel, Eldridge, and their associates, at once fraudulently violated their said agreement, and insisted that the said confirmation vested an absolute title in said Fossat and his assigns. They have deputed one of themselves—namely, said Eldridge—to sell said property in the Atlantic States and in Europe; and he has made, and is continuing to make, persevering efforts to do so. Under the act of Congress of 3d March, 1851, to ascertain and settle private land claims in California, the confirmations by the commissioners, or by the United States court, enure to the benefit, not of the nominal applicant, but of the real proprietor. Parties deriving an apparent title from Cook by deeds subsequent to the conveyances from Cook to Taylor and Gray, are estopped from denying the title of the vendor, even if it had been imperfect at the time of his selling to Taylor and Gray. The defendants, Eldridge, Laurencel, and Fossat, still insist on their fraudulent pretensions; affect to disregard the sale from Cook to Taylor and Gray, and to treat as a nullity the aforesaid final judgment of November 11th, 1852; are violating their agreement with said Rose concerning the effect of said confirmation, and thus disturb the possession of the complainant, prevent him from advantageously using his property and throw a cloud on his title. The bill charges, on information, that the legal title to all the land confirmed in the name of Fossat now stands in the name of, and is vested in, Eldridge by proper and legal conveyances from Fossat; that said Rose, while in California, informed the complainant that proceedings for the confirmation were in progress, and that the confirmation had been obtained, but did not inform the complainant of said Rose's agreement with Laurencel that the claim should be prosecuted in the name of Fossat, nor had said Rose consulted the complainant about the propriety of such agreement. The confirmation in the name of Fossat has been appealed from by the United States, and is now pending on appeal in the United States district court for the northern district of California. The bill charges that the said Eldridge is endeavoring to obtain from the Attorney General of the United States an order withdrawing said appeal, and thus to obtain a patent in the name of Fossat, and forestall a judicial decision in the controversy pending between him and his associates on the one side, and the complainant on the other, in fraudulent violation of the aforesaid agreement. The complainant is advised that, by reason of his citizenship in the District of Columbia, he cannot maintain a petition or bill in equity in the United States district court of California. His co-trustee, Gray, is a citizen of Virginia, but has failed to litigate the matter in the United States district court for California, or to take the necessary steps to prevent, by injunction, the issuing of the patent.

The rights, titles, &c., as derived to the complainant and said Gray as trustees and beneficiaries, originated in and are founded on the grant to Larios, the deed from Larios to Cook, the two deeds from Cook and wife to Taylor and Gray, the declaration of trust of 21st March, 1850, and the assignments in pursuance thereof. These titles, &c., were fully protected and secured by the treaty of Guadalupe Hidalgo between the United States and Mexico, dated February 2, 1848. By virtue of this treaty and of the legal titles to said land pre-existing at the date of said treaty, the complainant, and all others claiming under said two deeds from Cook and wife, are entitled at all times and in all proper tribunals, including this court, to litigate their rights as so derived, uncontrolled and unaffected by any action of the board of land commissioners of California confirming or rejecting claims before them. The complainant is entitled to obtain the patent for himself and said Gray as surviving trustees, &c., or at least that his rights should be protected under the aforesaid treaty, the laws of nations, and the constitution of the United States, by being specially excepted in any patent that may be issued; so that said rights may be decreed to be a charge on said lands in the hands of any patentee, or that such patentee may be decreed to stand as a trustee for the complainant, or to reconvey to him, &c., or that no patent shall issue until the rights of the complainant are properly secured under a decree of this court. The bill prays for an injunction restraining the defendants, Eldridge, Laurencel, and Fossat, from selling said lands, from disturbing the complainant in the possession thereof, &c., &c., and from violating the said agreement with said Rose concerning the true effect to be given to said confirmation. The bill also prays that the Hon. Thomas A. Hendricks, Commissioner of the Land Office, may be enjoined from issuing, granting, or delivering a patent to the said Charles Fossat or his assignees, in pursuance of the confirmation made in his favor, until the defendants may have answered this bill, and until the further order of the court, and for an order of publication against the absent defendants. The bill also prays for a decree that said sales from Cook to Taylor and Gray, and said judgment of November 11, 1852, are valid and binding on said Laurencel, Eldridge, and Fossat, and preclude any claim on their part to the property conveyed by said sales; that the complainant and said Gray, as surviving trustees as aforesaid, are entitled to the benefit of a patent to be issued under the aforesaid confirmation to the extent of the rights in said rancho granted by the conveyance from Cook to Taylor and Gray; and that said Laurencel, Eldridge, and Fossat may be ordered to reconvey so much of the rights, title, and interest in said rancho as was originally conveyed by Cook to Taylor and Gray, even if the same should be patented in the name of Fossat previously to the final decision of the cause.

And it appearing to the court that the said Henry Laurencel, Charles Fossat, William Wiggins, the heirs of James M. Jones, and John Bowie Gray, are not, nor any of them, residents of the District of Columbia, it is thereupon, this 17th day of June, 1856, ordered by the court that the complainant, by causing a copy of this order to be published in some newspaper published in the city of Washington, in said District, twice a week for six weeks before the fourth Monday of October next, give notice to the said absent defendants of the object and substance of said bill, and warn them to appear in court, in person or by solicitor, on or before the said fourth Monday of October next to answer the premises, and show cause, if any they have, why a decree ought not to pass as prayed; otherwise, the same will be taken for confessed.

By order of the court.
Test: JNO. A. SMITH, Clerk.
True copy—Test: JNO. A. SMITH, Clerk.
June 26—2aw6w

United States Patent Office.

Washington, July 8, 1856.

ON the petition of Jeptha A. Wilkinson, of Suffolk county, New York, praying for the extension of a patent granted to him on the 4th of January, 1853, for an improvement in "printing presses," for seven years from the expiration of said patent, which takes place on the 23d day of September, 1856—

It is ordered that the said petition be heard at the Patent Office on Monday, the 15th day of September next, at 12 o'clock, m.; and all persons are notified to appear and show cause, if any they have, why said petition ought not to be granted.

Persons opposing the extension are required to file in the Patent Office their objections, specially set forth in writing, at least twenty days before the day of hearing; all testimony filed by either party to be used at the said hearing must be taken and transmitted in accordance with the rules of the office, which will be furnished on application.

The testimony in the case will be closed on the 8th of September next; depositions, and other papers relied upon as testimony, must be filed in the office on or before the morning of that day; the arguments, if any, within seven days thereafter.

Ordered, also, that this notice be published in the Union, Intelligencer, and Evening Star, Washington, D. C.; Republican, Baltimore, Md.; Evening Argus, Philadelphia, Pa.; Day Book, New York; and Post, Boston, Mass., once a week for three successive weeks previous to the 15th of September next, the day of hearing.

CHARLES MASON,
Commissioner of Patents.

P. S.—Editors of the above papers will please copy, and send their bills to the Patent Office, with a paper containing this notice.
July 9—law3w

United States Patent Office.

Washington, July 21, 1856.

ON the petition of G. W. & E. B. Robinson, of Boston, Massachusetts, praying for the extension of a patent granted to them on the 30th September, 1842, for an improvement in steering apparatus for vessels, for seven years from the expiration of said patent, which takes place on the 30th of September, 1856—

It is ordered that the said petition be heard at the Patent Office on Wednesday, the 24th day of September next, at 12 o'clock, m.; and all persons are notified to appear and show cause, if any they have, why said petition ought not to be granted.

Persons opposing the extension are required to file in the Patent Office their objections, specially set forth in writing, at least twenty days before the day of hearing; all testimony filed by either party to be used at the said hearing must be taken and transmitted in accordance with the rules of the office, which will be furnished on application.

The testimony in the case will be closed on the 8th day of September, 1856; depositions, and other papers relied upon as testimony must be filed in the office on or before the morning of that day; the arguments, if any, within ten days thereafter.

Ordered, also, that this notice be published in the Intelligencer, Union, and Evening Star, Washington, D. C.; Republican, Baltimore, Md.; Pennsylvanian, Philadelphia, Pa.; Day Book, New York; and Evening Post, Boston, Mass., once a week for three successive weeks previous to the 24th day of September next, the day of hearing.

CHARLES MASON,
Commissioner of Patents.

P. S.—Editors of the above papers will please copy, and send their bills to the Patent Office, with a paper containing this notice.
July 22—law3w

Episcopal High School of Virginia,

At Howard, on the Heights, three miles west of Alexandria.

Rev. JOHN P. McGUIRE, Rector.

THE next session will commence on Wednesday, 10th September.

Terms: $225 for board, tuition in the regular course, &c. Modern languages, music, and drawing are extra charges.

References: The Bishops and other clergy of the diocese; Rev. Dr Johns, of Baltimore; Rev. Mr. Cummins, of Washington; and Rev Mr. Seymour, of Frederick city, Maryland.

Circulars containing the course of study, government, terms, &c., sent to those who request them.

Direct to Rev. John P. McGuire, Theological Seminary, Fairfax county, Virginia.

HOWARD, July 11, 1856.
July 15—law6w

RACHEL and the New World.—A Trip to the United States and Cuba. Price $1.
June 19 FRANCK TAYLOR.

CONGRESSIONAL.

REMARKS OF MR. HUNTER,

OF VIRGINIA,

On Kansas affairs; delivered in the Senate, Thursday, August 7, 1856.

The Senate proceeded, as in committee of the whole, to consider the bill (H. R. No. 153) making appropriations for the support of the army for the year ending 30th June, 1857, which was reported from the Committee on Finance, with an amendment to strike out the following clause:

Provided, nevertheless, That no part of the military force of the United States herein provided for shall be employed in aid of the enforcement of the enactments of the alleged legislative assembly of the Territory of Kansas, recently assembled at Shawnee Mission, until Congress shall have enacted either that it was or was not a valid legislative assembly, chosen, in conformity with the organic law, by the people of the said Territory: *And provided,* That until Congress shall have passed upon the validity of the said legislative assembly of Kansas, it shall be the duty of the President to use the military force in said Territory to preserve the peace, suppress insurrection, repel invasion, and protect persons and property therein and upon the national highways, in the State of Missouri or elsewhere, from unlawful seizures and searches.

And be it further provided, That the President is required to disarm the present organized militia of the Territory of Kansas, to recall all the United States arms therein distributed, and to prevent armed men from going into the said Territory to disturb the public peace, or to aid in the enforcement or resistance of real or pretended law.

Mr. HUNTER. Mr. President, the Committee on Finance proposes but one amendment to this bill, and that amendment is to strike out certain matters of legislation which have been introduced by the House. This legislation refers to a subject in regard to which there is much contest in the country, much division of sentiment—indeed a known difference of opinion between the two houses. It seemed to the committee that it would be best, inasmuch as this might possibly be an attempt made by one house to coerce the other, to present that single and simple issue; because if the time should ever come when in regard to a subject of importance, not connected legitimately with the appropriations of the country, one house should determine to say to the other, "You must adopt our views, or else the wheels of the government must stop," then, sir, revolution is accomplished, no matter which horn of the dilemma it takes. If one house yields its constitutional functions to the other at its demand, that is revolution; because then one house has absorbed all the power that belongs to both. If, on the other hand, either house shall say, unless it be done it will stop the wheels of government, that is revolution, because that house refuses to discharge its constitutional duty to afford the government the means of proceeding and getting along. Inasmuch as such a question as that was presented by this provision, it was thought proper to present the single issue on this amendment to strike it out. I hope we shall be able to dispose of it to-day. It is not my purpose, at least I do not desire, to enter into the merits of the amendment incorporated by the House. It is enough that it is inappropriate to this bill; this is not the place for it.

[After remarks by several senators, Mr. Hunter again continued.]

I rise, Mr. President, more for the purpose of stating the issue which I proposed to make when I was up before than anything else; for it is obvious senators on the other side misunderstood it. What I said was that, if either house should say to the other, in regard to a matter of legislation which was not germane and appropriate to the general appropriation bills, "You shall yield your opinions to us, or we will stop the wheels of government," it was revolution in either alternative. It was revolution if the one house was thus coerced to give up its opinions to the other. I did not say other things would happen, and revolution was to follow, but that that act itself would be revolution, because it is contrary to the spirit of the constitution for one house thus to claim to coerce the other in the independent exercise of its functions in regard to matters of legislation. If either house should say to the other, in regard to a matter of legislation which is not appropriate or germane to an appropriation bill, "You must yield your opinions to us, or we will stop the wheels of government," that act itself is revolution upon either alternative. It is revolution if you force an independent and co-ordinate branch to give up its functions or powers; or it is revolution if, in the event of failing to do that, you interpose to stop the wheels of government, inasmuch as it is your constitutional duty to afford all the means that are necessary to carry on the government of the country. This was my declaration.

So far from saying it would occasion revolution to repeal the laws of Kansas, I said I put the question on that other issue as a matter of power between the two houses, and did not propose to consider the abstract propriety of the amendment inserted by the House of Representatives, inasmuch as it was unnecessary. Is it not manifest, sir, that you change in effect the whole spirit of the constitution if you enable one house, by means of the appropriation bills, to coerce the other in regard to matters of legislation which do not belong to the subject of appropriations? The senator from Ohio [Mr. WADE] seemed to suppose that, because the other house had the right to originate tax bills, they had the right to attach to an appropriation bill any matter of legislation which they thought would improve it; in other words, because the House have the right to originate bills imposing taxes, which he confounded with appropriation bills, he says they have the power to impose, as a condition of making appropriations, that the general legislation of the country shall be such as they choose to have it. Sir, if you once admit that, it is equivalent to saying all power is in that House. It is to say that what he so much wishes and desires—that the Senate should be stripped of power—has already been accomplished.

So far as regards the inequality of representation here, upon which he seemed to seek to create some prejudice against the Senate, I can leave him to settle that question with the senators from Vermont, and Rhode Island, and New Hampshire, and Maine, and Massachusetts. That is a question which he can settle in that direction, if he is anxious to raise an issue of that kind. But, sir, such as the Senate is, it was constituted by the constitution of the United States. Such powers as it has were reposed in it by the same instrument; and, until the constitution is changed, it is bound to use those powers, and to stand up for the independent exercise of the rights which are reposed in it by that instrument.

Now, suppose we accede to the principle which some senators seem so anxious to insist upon, and allow the House, which happens to originate an appropriation bill, (and it may be either house, so far as appropriations are concerned,) to say to the other, "You must, in order to get the appropriations necessary to carry on the government, yield your opinions to ours," not in regard to Kansas, but in regard to any matter of general legislation; and suppose they should seek in that way to monopolize the whole power of legislation for the country, (and they might do it on that theory, for if they could as to Kansas they could as to anything else,) is it not obvious that when they have done that, and made good the right thus asserted, they have by that very act made a revolution in the constitution of the country—that they have transferred those powers which were designed to be decided between the two houses to one; that they have made the one which happens to start an appropriation bill omnipotent and supreme, and that one, according to the theory of the senator from Ohio, is the House of Representatives? So far, then, as legislation is concerned, we had better have but one house, because all power on that theory would be there.

I thought that upon that question we might strike out this provision, and send the bill back to the House without necessarily involving the merits of this Kansas amendment; and I wished to avoid it; not because I did not see objections enough in it, but I wished to limit the range of the discussion as much as possible.

Now, sir, what is it that this clause proposes? The senator from Ohio says no man in the world can look at it and object to it. It does not propose to repeal these laws, but, while it leaves them in existence, it takes away the means of executing them; thus securing, as far as it is able to do so, the reign of anarchy within that Territory. It does not come forward openly and boldly and say "These laws are hereby repealed," so as to leave the citizens of that Territory in no doubt as to their legal obligations; but, whilst it will not pronounce whether they are in force or not in force, it takes away the means of executing them in the event that they may be in force.

But this is not all, sir. The House extend their legislation not merely to Kansas, but to Missouri, and require that the President shall use the forces of the United States to keep open the grand highways in Missouri. I should like to know what power the President has in regard to the State of Missouri, to use the troops for the purpose of taking from the government of that State its jurisdiction over its own soil and territory.

Mr. FESSENDEN. It is not to take away their jurisdiction, but to prevent their taking away the jurisdiction of the United States over the public highways.

Mr. HUNTER. I apprehend that, whenever the senator comes to devise a system of action to carry that out, or to endeavor to frame a law for it, he will find himself puzzled very much, even with his view of our powers within the limits of a State. Certainly this is no place to attempt any jurisdiction so delicate and dangerous as that would be, and to say that the President, (for that is what this in-