THE WASHINGTON UNION.

Published by CORNELIUS WEAVER.

At the UNION BUILDINGS, Rooms 11th and 12th.

THE DAILY UNION will be published every morning (Sundays excepted) and delivered to city subscribers at 12½ cents a week; payable to the collector. To subscribers by mail, in advance, as for six months, $4; if not paid in advance, will be charged $5 per annum.

THE SEMI-WEEKLY UNION, will be published every Wednesday and Saturday, at $4 per annum for one copy, $10 for three copies; and $15 for five copies.

THE WEEKLY UNION, a very large paper for country circulation, will be published every Saturday morning, at the following prices: For one copy, $2 per annum; three copies for $5; five copies for $8; ten copies for $15; twenty copies, sent to one address, $25. Subscriptions may commence at any time.

The Washington Union.

"LIBERTY, THE UNION, AND THE CONSTITUTION."

VOL. XIV. NO. 270. WASHINGTON CITY, WEDNESDAY, MARCH 2, 1859. TWO CENTS.

Library House Rep
5 copies

Special Notice to Subscribers.

Payment for subscriptions must be made invariably in advance, as the paper will always be discontinued at the expiration of the period subscribed for, unless renewed. Notice will be given to subscribers when their subscriptions are about to expire.

Remittances by mail will be at the risk of the subscribers, and not of the publisher of the Union.

RATES OF ADVERTISING.

1 square 1 day	$2 50	1 square 2 months	9 00
do 1 week	1 75	do 3 months	12 00
do 2 weeks	3 00	do 6 months	18 00
do 1 month	$5 00	do 1 year	30 00

Eight lines or less make a square; longer advertisements in exact proportion, and all payable in advance. Advertisements ordered in twice or thrice a week will be charged 37½ cents per square for each insertion after the first. Advertisements once a week in the daily, 50 cents per square for each insertion. Special notices charged double the foregoing rates.

NAVAL CONTRACTS AND EXPENDITURES.

A TRIUMPHANT LETTER FROM HON. ISAAC TOUCEY TO THE COMMITTEE.

NAVY DEPARTMENT,
February 14, 1859.

SIR: I have received your letters of the 8th and 9th instant, with copies of certain testimony, and an expression of the desire of the committee over which you preside to receive from me any statement or information in regard to it which I may wish to present. I now comply with the request, and first with reference to the contracts for live-oak timber, made under the advertisement of June 14, 1858.

No live-oak timber had been purchased by advertised contract for the last sixteen years, excepting in these instances:

1st. A contract made September 12, 1848, for 11,000 cubic feet.

2d. A contract made in September, 1855, for the frames of six large sloops-of-war, cut to moulds, to replace that which had been taken for the six large steam frigates built in 1855, of which two have since been used for the sloops-of-war "Lancaster" and "Pensacola," authorized in 1857, and the other four can only be used for ships of that class.

3d. The want of additional quantities of live oak having been repeatedly urged by the Bureau of Construction, the department, on the 1st of July, 1857, authorized a contract to be made for such timber as would replace in part what had been taken from the complete frames of ships-of-the-line and frigates, which the wants of the service had made it necessary to break in upon, and also to provide crooked timber suitable for the repairs of vessels of the larger classes, of which the supply was wholly insufficient.

For several years past the repairs on the sloops-of-war and smaller vessels have been very great, and have gradually absorbed the best and the most of the small size timber, and the want of that timber was every day becoming more apparent. Thus, this kind of timber being absolutely wanted, it became advantageous and economical to purchase that which had been refused on the existing contracts for being below the contract size, rather than to cut the larger and more valuable pieces that remained of the old stock, or that was then coming in on the new contracts. So great was the want of this smaller timber that it had been used to a considerable extent in the Norfolk and Kittery yards; in the latter to the amount of $3,972 47, before authority was obtained in proper form to make the purchase, the officers in those yards believing that the public interests warranted that course. And so great was the deficiency of live-oak timber in the navy-yard at Pensacola that there is not now a stick of that kind in the yard which has not been purchased since.

While this deficiency of timber in the navy-yard was known to exist, reliable information was received in the month of May last that the British government had revived the pretended right of search, and that the British cruisers were exercising it upon the merchant vessels of the United States in the neighborhood of Cuba. This information created great excitement throughout the country. It is only necessary to refer to the warlike debates in both Houses of Congress to appreciate its extent. To resist the exercise of this right a fleet of twelve war vessels was fitted out and despatched to the neighborhood of Cuba, with instructions given them from time to time, between the 14th of May and the 15th of June, to protect all vessels of the United States against the exercise of the right of search on the high seas in time of peace by the armed vessels of any other power. These instructions would probably have produced a collision had not the right been abandoned by the British government. While this was going on Congress, on the 12th of June, passed an act requiring the Secretary of the Navy to cause to be constructed, "*as speedily as may be consistent with the public interests*," eight war steamers of light draught, "combining the heaviest armament and greatest speed compatible with their character and tonnage." On the 3d of July orders were given to all the navy-yards that they should be launched by the next meeting of Congress, and that nothing should be permitted to prevent it.

By the same act Congress made an appropriation to defray the expenses and compensation of a special commissioner in execution of the joint resolution passed on the 3d of June, authorizing the use of force, if necessary, "for the adjustment of difficulties with the republic of Paraguay." Independent of this resolution, the President determined to act promptly, and measures were taken to increase the squadron on the east coast of South America, so that it should consist of twenty armed vessels, including two store ships, most of them to be fitted for the purposes of the expedition.

In this threatening posture of affairs, with the public mind excited by the revival of the pretended right of search, with no certainty that the attempt to suppress it would not bring us into collision with Great Britain, with a squadron of twelve ships in the vicinity of Cuba to resist it, with a larger squadron of twenty ships to be prepared and concentrated in the direction of Paraguay, and with eight war steamers of the smaller classes to be constructed, according to the injunction of Congress, as speedily as might be consistent with the public interests, I deemed it my duty, upon consultation with the chief of the Bureau of Construction and Repair, to meet the exigencies of the service by promptly directing, on the day of the adjournment of Congress, June 14, that an advertisement be issued calling for a supply, in as short a time as practicable, of live-oak timber, most of it of smaller dimensions than had been usually required, such as was adapted to the construction of the smaller vessels just authorized by Congress, and to the extensive repairs both of large and small vessels which the exigencies of the service would be likely to require. I would have resigned my place before I would have failed to act with the promptitude which the occasion seemed to demand. The list was made out by the chief of the Bureau of Construction according to his own judgment of what the interests and necessities of the service required, without interference by me in its details, and the advertisement was issued on the 14th of June, calling for one-half on the 1st of September and the other half on the 1st of February following, giving to bidders two and a half months' notice to make contingent arrangements for the first delivery, and seven and a half months' notice for the other. The time allowed in the advertisement for this timber was sufficient for persons who were actual dealers in such timber, and who in making offers intended to comply with them, or were in any degree prepared, but was much too short for any speculator who had it in view to dispose of his contract to other parties. These were the reasons which influenced the department in the exercise of its discretion in this particular case, and when the contracts were executed I was assured by the experienced officer in charge of the Bureau of Construction and Repair that the measure had proved highly economical and beneficial to the government, saving to it probably about twenty-five thousand dollars beyond what could have been accomplished by an open purchase.

After the contracts had been awarded to the lowest bidders a question arose to which I applied the principle of a decision I had previously made, viz: that when the department advertised for a contract upon certain terms, and one of the bidders applied to a subordinate officer and obtained assurances of more favorable terms at variance with those advertised, and regulated his bid accordingly, the department would enforce the advertisement and not the assurances of the subordinate, and the assurances thus obtained would constitute no ground of relief, because unfair to other bidders. When, therefore, it appeared that those to whom the contracts were awarded had neither performed them nor intended to perform them when they bid, but had acted upon information or assurances obtained at the navy-yards from subordinate officers at variance with the terms of the advertisement, the department set aside the forfeited contracts and instead of purchasing or contracting in open market or of the next highest bidder, and charging the difference to the defaulting parties, accepted a contract with Mr. Swift for the whole amount at the lowest bid, which was much lower than the bids which he had made, thereby saving the defaulting contractors from loss, securing the best terms for the government, and requiring him to accept as low a price for the timber to be delivered immediately as if time had been given to go into the live oak forests of Florida or Louisiana, to cut it. The department did not advise any one of the contractors as to the course he should pursue, but apprized them, unequivocally, at all times, that the time of delivery, as advertised, would not be postponed, for the reasons I have stated.

When I came into the department I found a system established, which commenced during the administration of Mr. Fillmore, of purchasing coal for the use of the navy by the instrumentality of two coal agents—one for anthracite, the other for bituminous coal—with a compensation of five per cent. commission on the cost of purchase and transportation contracted for by the agent. There was also during Mr. Fillmore's administration a special agency for supplying with coal the East India and Pacific squadrons during the Japan Expedition. Messrs. Howland & Aspinwall, of New York, were the special agents employed by Mr. Graham, Secretary of the Navy, under an agreement of the date of April 3, 1852, by which they were allowed ten per cent. commissions on the purchase money, cost of transportation, insurance, and other unavoidable expenses, deducting therefrom the commissions allowed the agents for supplying coal within the United States. This agreement was modified by Mr. Dobbin on the 11th of August, 1853, by which, after the 1st of September following, the agents were to ship not exceeding one thousand bushels per month, the department agreeing to pay the cost of the coal, lighterage, cartage, freight, primage, and demurrage, and a commission of six per cent. on the cost of the coal, including freight or transportation. The commissions under this agency in the years 1852, 1853, and 1854, amounted to $50,975 86, while the commissions of all other coal agents for supplying our steam vessels-of-war with coal during the whole period from 1850 to the present time, amounted only to the sum of $19,851 59, and for supplying the navy yards to the further sum of $18,358 47. This special agency was abolished by Mr. Dobbin in 1854. There has been no other change in the system except only that, in pursuance of the policy expressed in the act of Congress of September 28, 1850, of giving preference to American productions, I have caused anthracite coal to be sent from Pennsylvania mines, by American vessels chartered by the department, and without any special agency, to the East Indies, Pacific, and all other foreign stations where it could be delivered at no greater cost than that of foreign coal delivered at the same place. This has caused an increase of purchases of coal in this country, but it has proved most decidedly an economical and beneficial improvement, as will appear by detailed returns which are now probably before the committee, securing, without any increase of cost to the government, what is deemed the best coal in the world for war steamers—the anthracite coal of Pennsylvania. No change has been made in the bituminous coal agency, nor in that for anthracite, except that the former agent, Mr. Tyson, at the end of four years from his appointment, was succeeded by Mr. Hunter, the present agent, whom I appointed in May last upon the most reliable recommendations, leaving him to the discharge of his duty upon his own responsibility. I was not aware until the present investigation that he had employed another person to aid him, allowing him to share in his commissions as his predecessor had done, nor of any want of attention on his part. It was well known to the department that the navy was supplied with coal of the best kind and quality for naval purposes at less cost than formerly, at what was deemed in the bureaus reasonable prices, and that the bills passed under the inspection and required the approval of the most faithful and vigilant officers of the government, who were in the constant practice of instituting inquiries into the reasonableness of prices, and of refusing payment when they were excessive. It is not now the opinion of the bureaus, after full inquiry, that the price paid, $3 85 per ton of the best anthracite coal for steam purposes, screened, selected, and delivered at the vessel in Philadelphia, has been excessive or unreasonable.

The department has at all times left both these agents for the purchase of coal perfectly free in the discharge of their duty upon their own responsibility, with such assistance as they might choose to employ at their own expense, subject only to the checks which exist on shipboard and at the naval stations, where it is the duty of the proper officer to report any deficiency in quantity or quality, and also to the constant supervision of the chiefs of the bureaus, under whose orders the purchases are made, and by whom the bills must be examined and approved before they can be passed. Both these high officers enjoy my entire confidence—confidence not only in their capacity, but in their vigilance and uprightness.

I should be very willing to give full details of the action of the department in reference to to the navy-yards and to the contracts for steam machinery for vessels-of-war, but as no evidence has been transmitted to me on those subjects, I shall content myself with a brief general statement.

The system by which the navy-yards are managed is the same which I found established when I came into office, with some improvements. The commandant of the yard is responsible for its general condition. It is his duty to correct or report any abuse which may come to his knowledge. He receives all orders from the department, and is authorized to use the proper means to execute them. If an order is given that a vessel be built or repaired, or other work done, he directs the employment of the men, and fixes the number to be employed, without interference by the department. He is authorized and required to dismiss any workman, and to report any master for neglect or misconduct. When a master is thus reported to the department, an investigation is ordered, he is notified, witnesses are examined, and the testimony returned to the department for its action. The master has the selection of the men, subject to the approval of superior officers, and is held responsible for them and the work done by them under his charge, and has therefore authority to dismiss them. This system of responsibility is found to work well in the navy-yards generally, although there is greater difficulty and embarrassment in the Brooklyn yard from the superabundant population of the great adjacent cities pressing for employment, and resorting to all legitimate means to obtain it. This difficulty will not be obviated by any system that can be adopted. Men must be employed; they must come from the neighboring congressional districts; they must be selected by some one; they should be selected by the master workman, who is responsible for them, subject, indeed, to proper restrictions and supervision; and this master workman must always feel and have to contend with the presence of vast numbers seeking employment and can daily during periods of commercial distress. He is also exposed to the importunities of dismissed and disappointed workmen, and to the scrutiny of vigilant competitors seeking his place, and, if there be any well-founded charge against him, it is quite sure to be made known to the officer whose duty it is to inquire. There has been no report against any master workman of any of the Atlantic navy-yards since I have been in the department, except in five cases; one for alleged misconduct several years ago, which was fully investigated by my predecessor, one for intoxication which has been investigated and followed by a new appointment; one for temporary insanity where the master was afterwards restored upon his recovery and producing a certificate from his physician that it would not be likely to recur, and the other two cases recently for neglect of duty, which have been investigated and the returns having just come in will soon be disposed of. These are the only instances of charges preferred to the department, and if there be any presented to the committee which have not been preferred to the commandant of the navy-yard, and opportunity given to the parties implicated to defend themselves, it is at least very doubtful whether such charges can be or ought to be sustained; at all events, neither the department nor the officers of the yard have had any knowledge of them. There has been an increase of the number of men employed, but it has taken place simultaneously in all the yards and for the reasons already stated—the increased activity of the service, the expedition to the neighborhood of Cuba, the expedition to Paraguay, the construction of eight new steamers "as speedily as might be consistent with the public interests," in obedience to the injunctions of Congress. There is one instance where the bureau has been induced to depart from the general rule of non-interference with the number of men to be employed, and that was in the navy-yard at Philadelphia, to an inconsiderable extent in useful work, upon the urgent plea of necessity, humanity, and utility, pressed by a gentleman of high and honorable character, incapable of falsehood.

The course of the department in reference to contracts for steam machinery for vessels of war, has been to prescribe certain conditions, advertise for plans and proposals subject to such conditions, and award the contracts according to the merits of such plans and proposals, having due regard to price. They cannot, from the nature of the case, be awarded to the lowest bidder, having reference to the price only, because no two persons bid for the same thing, each plan being different from the others, and it being the object of the government to obtain the result of the highest skill. The bids are given under seal; are not opened until the time for receiving them has expired; and, of course, no one can know what they contain, except the party himself and those to whom he may communicate it. A board of engineers is appointed, and each is required to give his individual opinion and his reasons for it. Often they are unanimous; sometimes there is a single dissenting opinion; and sometimes they are equally divided. I have in no case, that I am aware of, awarded a contract in opposition to the opinion of a majority, although I should feel at liberty to do so. The contract given to Messrs. Merrick & Sons, of Philadelphia, in regard to which a letter from Colonel Patterson to the President was by him in the usual course, without an intimation of any wish on his part, referred to this department, was awarded to them upon the merits of their plan and proposals—in accordance with the unanimous opinion of the board of engineers—their bid being lower than those of the other bidders whose plans were approved. The President did not in any manner interfere in this case, nor has he in any other case of contract since I have been in the department. In all the contracts made under the act of the last session, the department obtained an absolute guarantee of the number of revolutions of the propeller in a minute; instead of the usual number of about forty, the contractors guaranty eighty, and, in one instance, a hundred. In one contract—that for the vessel under construction at Norfolk—awarded to Messrs. Murray & Hazlehurst, of Baltimore, there is a guarantee of the speed of fifteen statute miles an hour, under a forfeiture of twelve thousand five hundred dollars, to be deducted from the price if the speed fall to fourteen miles per hour, and half that sum if it fall to fourteen and a half miles.

In the contract for the vessel at Philadelphia, awarded to Messrs. Reaney, Neafie & Co., there is a guarantee, not only for one hundred revolutions of the propeller per minute, but also for the speed of sixteen statute miles per hour, under the forfeiture of fifteen thousand dollars, to be deducted from the price if the speed fall to fifteen miles per hour, and half that sum if it fall to fifteen and a half miles. A more stringent and advantageous contract for the government has not been made.

The awarding of this contract having been the subject of comment, I will take the occasion to say, that the charge made against a very competent and faithful officer, the engineer-in-chief, by an excited and interested party was fully investigated by me and found to be without the slightest foundation, except in a misapprehension of that party, fully explained, and that the contract was awarded to the lowest price, to the best guarantee, to the highest experience in the construction of marine engines, against no experience at all, and in accordance with the opinion of a majority of the engineers whom I consulted on the subject.

I have the honor to be, sir, very respectfully, your obedient servant, ISAAC TOUCEY,
Secretary of the Navy.

Hon. JOHN SHERMAN,
Chairman Committee Investigation, &c.,
House of Representatives.

JUST PUBLISHED.—TRIALS OF A PUBLIC BENEFACTOR, as illustrated in the discovery of etherization. A handsome 12mo., 472 pp. Price $1. Illustrated with three steel engravings.

Prepared under the recommendation of the following physicians and surgeons, forming the executive committee for raising a national testimonial for the discovery of anæsthesia:

John Watson, M. D., Gurdon Buck, M. D.,
Willard Parker, M. D., James R. Wood, M. D.,
John W. Francis, M. D., Valentine Mott, M. D.,
Joseph W. Smith, M. D.

A NEW HISTORY AND BIOGRAPHY,

In one volume,

PUDNEY & RUSSELL have just published a new and highly interesting volume, entitled the

TRIALS OF A PUBLIC BENEFACTOR;

By N. P. Rice, M. D. 12mo., 472 pp. Price $1.

TO THE GENERAL READER,

seeking for information or entertainment, it will be a volume that will amply reward his perusal. The whole ground is novel and of the highest interest.

TO INVENTORS

and those who use inventions, this narrative of the losses and trials, under the most appalling discouragements, of one whose discovery has made the world his debtor, will have an unusual attraction.

TO THE MEDICAL PROFESSION

it is, therefore, of permanent value; indispensable as a history, and inspiring in the lessons of patience and perseverance, and indomitable energy, which are set forth in the Biography of Dr. Wm. T. G. Morton, the discoverer of the anæsthetic properties of sulphuric ether.

TO THE MEN

who have suffered or may suffer the tortures of a surgical operation, this will show how it may be endured without pain; and

TO THE WOMEN

who, in woman's hour of sorest need, would pass from agony to peaceful slumber, this work will possess an engrossing interest.

The CIRCUMLOCUTION office at Washington, and all who have dealings with it, and whoever is engaged in the pursuit of justice under difficulties, amid the mazes of congressional committees of government officials; in short, whoever would know

HOW TO DO IT AND HOW NOT TO DO IT,

should read this book.

Sent by mail, postage free, to any part of the United States, on receipt of $1, by PUDNEY & RUSSELL, Publishers,
No. 79 John street, New York.

For sale by W. H. & O. H. MORRISON, Washington.
The trade supplied.
Feb 17—6tcod

NEW AND ELEGANT SPRING DRESSES, LACE Goods, &c.—The subscribers are now opening their recent purchases of rich and elegant French wares, adapted to the present and approaching seasons, to which they respectfully invite the attention of purchasers:

In Dress Goods, they name—
Double jupe chene silk robes;
Two volante brocade silk robes;
Double jupe twisted silk robes;
Very rich Bayadere chene silks;
Do. do. solid colored silks;
All colors small checked glace silks;
Light colored Bayadere silks;
Double jupe Foulard silks;
India Foulard silks, great variety;
Bayadere chintz colored silks;
Very rich chintz colored grenadines;
Do. double jupe organdie robes;
Do. do. barege robes;
Do. do. *à la* robes;
Do. grenadine robes *à volants*;
Do. do. robes *à tunique*;
French jaconets and chintzes;
New styles French mousselines de laine;
Together with a great variety of new materials for travelling dresses, &c.,

In Real Lace Goods, they name—
Real Brussels point collars and sleeves;
Real Brussels point sets, French trimmed;
Real Valenciennes lace sets do do
French embd Lace trimmed sets;
Black real lace mantillas and capes;
French embd and lace trimmed hdkfs;
Black real lace veils;
Very rich real Alençon lace shawls;
Rich Alençon Coiffeurs, for the hair;
Rich Alençon scarfs, for the neck and shoulders;
New style parasols and ladies umbrellas;
Watch strong skirts, for ladies and children;
Repeats colored bordered, large patterns;
Black Alençon long and short mitts;
Valenciennes, Guypeur, and other real laces;
India camel's-hair scarfs;
Black lace points and mantillas, &c.

HOOK, BRO. & CO.
Feb 27—3taw4tcof [Bal&Sta.]

FINE ART DISTRIBUTION!—Fifty Prizes of Oil Paintings, Water Color Drawings, Chromo-Lithographs, and Photographs, either framed or elegantly mounted. Fifty prizes—chances $1 each.

The drawing to take place on Tuesday evening, March 1, 1859, at PHILP'S Fine Art Gallery,
332 Penn. avenue, bet. 9th and 10th streets.
Feb 25—4tf

FINE ART DISTRIBUTION!—Fifty prizes of Oil Paintings, Water Color Drawings, Chromo-Lithographs, and Photographs, either framed or elegantly mounted. Fifty prizes—chances $1 each.

The drawing to take place on Tuesday evening, March 1, 1859, at PHILP'S Fine Art Gallery,
352 Pennsylvania avenue, between 9th and 10th streets.
Feb 17—3tf

FOR HAVANA, via Key West, to sail on the 4th and 19th of each month. The United States mail steamship ISABEL, Wm. Rollins, commander, leaves Charleston, South Carolina, regularly as above for Havana, via Key West; and leaves Havana for Charleston, via Key West, on the 10th and 25th of each month. For passage apply to MILLIGAN & CO.,
Feb 17—1Mar4 110 East Bay, Charleston, S. C.

IN PRESS—History of the Life and Times of James Madison, by Hon. W. C. Rives, in 3 vols. 8vo. Vol. 1-4 will be ready in May next. Boston: Little, Brown, & Co.
Feb 22—7t

EXHIBITION OF PAINTINGS AND STATUARY.—The third annual exhibition of the Washington Art Association now open. Galleries on Pennsylvania avenue, between 10th and 11th streets. Feb 8—d3w

Richard Henry Henderson,
Attorney-at-Law,
WASHINGTON, D. C.
Office, No. 13 Louisiana avenue.
Feb 13—eod1m

CONGRESSIONAL.

Thirty-Fifth Congress--Second Session.

MONDAY, FEBRUARY 28, 1859.

SENATE.

When our report closed at midnight the question pending was on the motion of Mr. YULEE to amend the Post Office appropriation bill by adding several sections abolishing the franking privilege.

Mr. IVERSON moved to amend the amendment by adding provisions increasing the rates of letter postage, being the same as in the bill already passed by the Senate; but the amendment was not agreed to, as follows:

YEAS—Messrs. Chesnut, Clay, Clingman, Davis, Fitch, Green, Gwin, Hunter, Iverson, Johnson of Arkansas, Johnson of Tennessee, Lane, Mason, Polk, Reid, Sebastian, Shdell, Smith, and Ward—19.

NAYS—Messrs. Benjamin, Bigler, Broderick, Cameron, Chandler, Clark, Crittenden, Dixon, Doolittle, Douglas, Durkee, Fessenden, Foot, Foster, Hale, Hamlin, Harlan, King, Pugh, Rice, Seward, Simmons, Stuart, Toombs, Trumbull, Wade, and Wilson—27.

Without taking the question on the amendment of Mr. YULEE, at about one o'clock, a. m., the Senate adjourned.

TUESDAY, MARCH 1, 1859.

Mr. MASON moved that the Senate proceed to the consideration of executive business.

Here several senators rose to present memorials, &c.

The VICE PRESIDENT. Does the senator from Virginia yield the floor?

Mr. MASON. I cannot do so.

Mr. HUNTER hoped the Senate would not go into executive session, and, pointing to the condition of the several appropriation bills, which would require all the time of the body to get through, said he must therefore vote against the proposition.

Mr. MASON could promise not to detain the Senate more than twenty minutes; and he felt satisfied that by adopting the motion at once perhaps days might be saved of the called session.

The motion was then agreed to, and the galleries were cleared.

When the doors were reopened—

The VICE PRESIDENT laid before the Senate a communication from the Secretary of War, asking an appropriation of $413,600 for the payment of the Florida volunteers called into service by General Harney and Col. Loomis, under an order from the President; which was read and laid on the table.

Also, from the Secretary of the Navy, a communication, made in compliance with a resolution of the 25th of February, 1858, calling for a statement showing the names and appropriate description of all vessels of the navy which have been captured, lost, or destroyed.

[The Secretary sends the information, as far as it can be ascertained, in tabular form, showing the names of the vessels and their commanders, place where lost or captured, and at what time. The earliest date given is 1798; from which it appears that twelve were captured, fourteen were lost, three sunk, four blown up, and six burnt.]

Also, a communication from the War Department made in compliance with a resolution of the Senate of the 28th of February, calling for a copy of the narrative and ferial report of Governor Stevens's survey and exploration of the northwest route for a railroad from the Mississippi to the Pacific; which was read, and on motion by Mr. LANE that the report be printed, the motion was referred to the Committee on Printing.

Also, from the Commissioner of Patents, communicating, agreeably to law, the agricultural portion of his annual report for the year 1858; which was read, and on motion by Mr. TRUMBULL to print the same number as were ordered last year, the motion was referred to the Committee on Printing.

Mr. SHIELDS presented the credentials of the Hon. STEPHEN A. DOUGLAS, elected by the legislature of Illinois a senator for six years from and after the 4th of March next; which were read and placed on record.

Mr. POLK presented the credentials of the Hon. WILLARD SAULSBURY, elected by the legislature of Delaware a senator for the term of six years from and after the 4th day of March next.

Mr. SEWARD presented a copy of resolutions passed at a convention held at Syracuse, New York, by the soldiers of the war of 1812:

Resolved, That we use every honorable means to procure the passage of the appropriation for paying the claim due to us through Congress.

Resolved, That the Senate be urged to pass the pension bill before adjournment.

Mr. S. asked to have the resolutions printed; which motion was referred to the Committee on Printing.

MEMORIALS, ETC.

The following memorials were presented and severally laid on the table:

By Mr. KING: From a portion of the St. Regis Indians of the State of New York, asking the enactment of a law to enable them to remove to the lands set apart for them as a permanent home west of the Mississippi.

By Mr. HARLAN: From the delegates of a convention held at Marshall, Iowa, urging the establishment of a mail-route from Cedar Rapids to Jefferson.

REPORTS FROM COMMITTEES.

Mr. HUNTER, from the Committee on Finance, to which was referred House bill making appropriations for the naval service for the year ending the 30th of June, 1860, reported back the same without amendment.

Mr. DAVIS, from the Committee on Military Affairs, to which the subject was referred, reported a bill to provide for the payment of volunteers called out in Florida in 1857 and 1858; which was ordered to a second reading.

Mr. YULEE, from the Committee on the Post Office and Post Roads, to which was referred the bill from the House for the relief of Thomas Livingston and his sureties, reported it back without amendment, and recommended its passage.

Mr. GREEN, from the Committee on Territories, to whith was referred the memorial signed by Mr. F. Conway and others, (claiming to be members of a convention of Leavenworth, in Kansas Territory,) for the purpose of framing a constitution for admission into the Union as a State, accompanied by a paper purporting to be the constitution there formed for the State of Kansas, and also an abstract of the votes cast thereon when submitted for ratification or rejection, reported that, after examining the subject, a majority of the committee had instructed him to report adversely.

RESOLUTION.

Mr. BRIGHT submitted the following resolution for consideration:

Resolved, That the Sergeant at Arms be authorized to employ a person in the service of the Senate in the place of and at the same compensation as A. H. Ragan, promoted.

BILL INTRODUCED.

Mr. CRITTENDEN introduced a joint resolution in relation to the compensation of senators and representatives in Congress elected from the new States; which was read and passed to a second reading.

[This resolution provides that senators and representatives who have been, or hereafter may be, elected as such from any new States not at the time admitted into the Union, before the commencement of the session of Congress during which session said State is admitted into the Union, shall receive the same compensation to which they would be entitled if the said State were admitted the first day of the session; provided that this resolution shall have no further retrospective relation or effect than as senators and representatives elected to the present Congress, nor shall such senators receive anything under this resolution for any period of time for which they were entitled to compensation as members of the House of Representatives.]

THE POST OFFICE APPROPRIATION BILL.

The Senate resumed consideration of the bill making appropriations for the Post Office Department for the next fiscal year.

Mr. YULEE modified his (pending) amendment so that it consists of the bill abolishing the franking privilege, and increasing the rates of postage, as it had previously passed the Senate.

At the suggestion of Mr. HALE the amendment was further modified so as to require the Post Office Department to pay postage on its official correspondence.

Mr. SHIELDS called for a division of the question, and the vote was taken on the amendment by sections.

The first part of the amendment, abolishing the franking privilege, was agreed to.

Mr. BROADERICK said although he was in favor of increasing the rates of postage, he would vote against putting it upon this bill, lest it should endanger the bill in the House.

Mr. CLARK was in favor of abolishing the franking privilege, but opposed any increase of the rates of postage. If both these propositions were included in one amendment he would feel compelled to vote against it.

The subject was further discussed by Messrs. FOSTER, BAYARD, IVERSON, YULEE, CRITTENDEN, and others.

The amendment was agreed to by the following vote:

YEAS—Messrs. Benjamin, Bright, Brown, Chesnut, Clay, Clingman, Crittenden, Davis, Fitch, Fitzpatrick, Green, Gwin, Hammond, Houston, Hunter, Iverson, Johnson of Arkansas, Johnson of Tennessee, Jones, Lane, Mason, Pearce, Polk, Reid, Sebastian, Shdell, Toombs, Ward, and Yulee—29.

NAYS—Messrs. Allen, Bayard, Bigler, Broderick, Chandler, Clark, Collamer, Dixon, Doolittle, Durkee, Fessenden, Foot, Foster, Hale, Hamlin, Harlan, King, Pugh, Rice, Seward, Shields, Simmons, Stuart, Trumbull, Wade, and Wilson—28.

Mr. WILSON offered an amendment limiting the advertisements for mail proposals to three papers in the State or Territory in which the mail is to be carried; which, after a brief discussion, was agreed to.

Mr. WILSON also moved to amend by adding the following:

SEC. — *And be it further enacted*, That the contract with Butterfield & Co. for carrying the mails between St. Louis and San Francisco, in California, shall be so construed as to allow said contractors to carry the mails by any route they may select.

Mr. YULEE opposed the amendment, on the ground that it would authorize the contractors to lengthen their route, and come to Congress for increased compensation.

Mr. TOOMBS thought one mail route across the continent was enough.

Mr. IVERSON said the object of this proposition was to deprive the South of the benefit of any mail route to the Pacific, and to operate upon the Pacific railroad. He hoped southern senators would put their feet upon this attempt of the North, by its numerical majority, to absorb all the benefits of government. The North had two overland routes already.

Mr. RICE denied that the route to Utah and Stockton was in any just sense a northern route.

Mr. BRODERICK also insisted that there was no exclusive northern route. This route of Butterfield's was established for the benefit of contractors, and if permitted they would shorten their route by at least nine hundred miles. He thought one route across the continent would be sufficient.

The subject was further discussed by Messrs. JOHNSON of Arkansas, TOOMBS, POLK, BAYARD, WARD, HOUSTON, GWIN, and others.

Mr. WILSON's amendment was finally rejected by the following vote:

YEAS—Messrs. Broderick, Cameron, Chandler, Clark, Collamer, Dixon, Doolittle, Durkee, Foot, Foster, Harlan, King, Polk, Pugh, Seward, Shields, Simmons, Trumbull, Wade, and Wilson—20.

NAYS—Messrs. Allen, Bayard, Bell, Benjamin, Bigler, Brown, Chesnut, Clay, Clingman, Crittenden, Fitch, Fitzpatrick, Green, Gwin, Hammond, Houston, Hunter, Iverson, Johnson of Arkansas, Johnson of Tennessee, Jones, Lane, Mason, Pearce, Reid, Rice, Shdell, Stuart, Toombs, Ward, Wright, and Yulee—31.

Mr. STUART offered an amendment directing the Postmaster General to reduce the service under the contract with Butterfield & Co. to weekly trips at a compensation of $450,000 per annum; said reduction to commence at the commencement of the next quarter; which was agreed to.

Mr. BRODERICK offered an amendment providing for weekly trips on the mail-route between St. Joseph, Missouri, and Plainville, California, the time each way to be reduced from thirty-eight to twenty-five days, provided that the contractors perform the increased service for a compensation less than the pro rata usually allowed by the department for such increase, and the increased expenses not to exceed $130,000.

The amendment gave rise to a protracted discussion, involving many points of order. It was finally agreed to by a vote of yeas 20, nays 19.

Mr. RICE offered an amendment authorizing the Postmaster General to contract for the conveyance of the entire letter mail from St. Paul, Minnesota, at the head of Lake Superior, to Seattle, at the head of Puget's Sound, for a period of six years, for $160,000 per annum; the contractors to have the right of pre-emption to one hundred and sixty acres of land at each station, not less than ten miles apart, the time of the trips not to exceed thirty days; the Postmaster General to be satisfied before making the contract of the ability and good faith of the contractors, and to receive satisfactory security; the service to commence three months after the contract is made, and the expense to be paid out of the treasury of the United States.

The vote on the amendment was yeas 14, nays 15—no quorum voting.

On motion by Mr. TOOMBS, the Senate then (at five minutes before 5 o'clock) took a recess for two hours.

EVENING SESSION.

The Senate was called to order at ten minutes past seven o'clock. The question being taken on the amendment of Mr RICE, submitted previous to the recess, it was adopted—yeas 33, nays 4—as follows:

YEAS—Messrs. Allen, Benjamin, Bigler, Broderick, Cameron, Clark, Clingman, Doolittle, Douglas, Fessenden, Foot, Foster, Green, Gwin, Hale, Harlan, Houston, Johnson of Arkansas, Jones, Lane, Polk, Pugh, Reid, Rice, Shields, Simmons, Stuart, Toombs, Trumbull, Wade, Ward, Wilson, and Yulee—33.

NAYS—Messrs. Bell, Hunter, Johnson of Tennessee, and Mallory—4.

Mr. SEWARD announced that he had paired off with Mr. IVERSON.

Mr. GWIN, from the Committee on the Post Office and Post Roads, moved to add a section to the bill authorizing the Postmaster General to engage for carrying the mail from Salt Lake to Roseburg, in Oregon, and from Salt Lake to the Dalles, in Oregon, weekly instead of monthly, at such compensation as may be deemed right and proper. The amendment was not agreed to.

Mr BENJAMIN moved to amend the bill by adding a section directing the Postmaster General to discontinue the mail now carried once a month from Kansas, Missouri, to Stockton, California, at the expiration of the present quarter—the present expense being $80,000 per annum; which was agreed to.

The bill was reported to the Senate, and those amendments which were not excepted were concurred in.

The question being taken on concurring in the amendment made in committee of the whole in respect to the Butterfield overland mail contract, it was agreed to—yeas 32, nays 16—as follows:

YEAS—Messrs. Allen, Benjamin, Bigler, Cameron, Chandler, Clingman, Doolittle, Fessenden, Fitch, Foot, Foster, Green, Hale, Hamlin, Harlan, Hunter, Iverson, Jones, King, Lane, Mallory, Mason, Pearce, Pugh, Seward, Shields, Simmons, Stuart, Toombs, Wade, Wilson, and Yulee—32.

NAYS—Messrs. Bayard, Bell, Bright, Broderick, Brown, Davis, Fitzpatrick, Gwin, Houston, Johnson of Arkansas, Polk, Reid, Rice, Sebastian, Trumbull, and Ward—16.

The next amendment excepted was that in relation to the route from St. Joseph's, Missouri, to Placerville, California; which was concurred in—yeas 29, nays 24.

The next amendment excepted was that in reference to discontinuing the mail now carried monthly between Kansas City, Missouri, and Stockton, California.

Mr. GWIN moved to amend the amendment by inserting a substitute that the service on the aforesaid route shall cease at the expiration of the present quarter, except between Albuquerque, New Mexico, and Tejon, California; and the contractor shall carry the mail on that portion of the route at *pro rata* on the present compensation; which was not agreed to—yeas 17, nays 27. The amendment made in committee was then concurred in.

The last amendment reserved was that increasing the rates of postage; which was agreed to—yeas 27, nays 22—as follows:

YEAS—Messrs. Allen, Benjamin, Brown, Chesnut, Clay, Clingman, Davis, Fitch, Fitzpatrick, Green, Gwin, Houston, Hunter, Iverson, Johnson of Arkansas, Johnson of Tennessee, Jones, Lane, Mallory, Mason, Pearce, Polk, Reid, Sebastian, Toombs, Ward, and Yulee—27.

NAYS—Messrs. Bigler, Broderick, Cameron, Chandler, Clark, Collamer, Doolittle, Fessenden, Foot, Foster, Hale, Hamlin, Harlan, King, Rice, Seward, Shields, Simmons, Stuart, Trumbull, Wade, and Wilson—22.

Mr. DIXON announced that he had paired off with Mr. SLIDELL.

Mr. SHIELDS submitted an amendment giving mail contractors additional facilities in the selection of lands for pre-emption under their contracts; which was agreed to—yeas 24, nays 22.

Mr. GWIN renewed the amendment made in committee of the whole, providing for a weekly instead of semi-monthly mail from Salt Lake to Roseburg and the Dalles, in Oregon; and the amendment having been modified, on the suggestion of Mr. LANE, so as to provide that the road to Roseburg shall diverge from the Placerville road at or near Cl