BRIDGEWATER PAINT.

BRIDGEWATER MINERAL PAINT,

FOR WOOD, BRICK AND OTHER BUILDINGS,

Steamboats, Ships, Railroad Cars,

DEPOTS, AND ALL OUT-DOOR WORK

—Also, for all kinds of—

IRON WORK, ABOVE AND UNDER WATER.

G. C. BOGERT & CO., Agents,

No. 72 Camp street, N. O.

The superior qualities of the BRIDGEWATER PAINT are so extensively known, and its reputation so favorably established, that the Agents do not deem it necessary to enter into any lengthened description of its merits, and will, therefore only point out a few of its prominent properties, and refer direct to selected testimonials from parties, for the most part, well known in this vicinity.

For covering Roofs, either Tin, Iron, Zinc, Paper, Canvas or Wood, it will be found invaluable, as the bending, shrinking or warping of the material upon which it is used, does not affect the Paint. In twenty four hours it dries, and in four weeks it becomes a perfect Slate. As a FIRE and WATER-PROOF Paint, it will be found superior to any other, and a perfect protection to buildings against sparks, cinders, etc.

It possesses great BODY, ELASTICITY, FLEXIBILITY and ADHESIVE properties, superior to any mineral substance now in use.

For DECKS of STEAMERS, either Wood or Canvas, it has no rival, as it not only dries readily, but becomes as hard as stone in a comparatively short time, forming a coating perfectly SPARK and CINDER PROOF. The great body of the Paint, which has astonished all painters who have used it, makes it the best and cheapest covering for WOOD, TIN, CANVAS or MUSLIN ROOFS.

For every description of SHIP PAINTING, either Wood or Iron, above or under the water, it will be found unsurpassed, and it is especially recommended for decks of vessels. The certificates annexed on this point are most convincing.

For RAILROAD CARS, DEPOTS, BRIDGES AND ALL OUT-DOOR WORK, it has been successfully used at the North and has proven of incalculable service in durability, as well as the protection it affords against leaks, and injury to the cars from the effects of falling sparks and cinders.

For the purposes for which the Paint is recommended, it is UNEQUALED, and its value for PLANTATION use, for STEAMBOATS, etc., etc., is INCALCULABLE, besides being CHEAPER than ANY other PAINT in the COUNTRY. Its peculiar qualities must secure its general use in the South; and EVERY PLANTER, BUILDER and STEAMBOAT OWNER will by a single trial, be convinced of the superior advantages of the BRIDGEWATER PAINT, on the score of economy, durability and protective properties over all other mineral substances.

DIRECTIONS:

The quantity of oil required to reduce it to a proper consistency for use, depends upon the absorbing character of the surface to which it is applied. Great care should be observed to sweep clean the surface before painting. In applying it to canvas, it is better to use flour sizing first, as it prevents the decaying of the cloth, and makes a smooth, hard body, fire and water proof. One hundred pounds covers a surface of two thousand square feet with two coats.

In mixing with raw linseed oil, one pound of Litharge should be used to five gallons of oil. With the boiled oil no drier is necessary.

The BRIDGEWATER MINERAL can also be used for Fences, Barns, etc., by substituting lime for oil. Thus: One-twentieth lime, WELL SLACKED, then mix with the Mineral and reduce to a consistency for use by adding water. Apply with an ordinary white-wash brush.

Selected Certificates.

Certificate of the New Orleans Underwriters.

The undersigned Underwriters, having confidence in the BRIDGEWATER PAINT, for the covering of shingle roofs and frame buildings, will, at all times, give those dry risks a preference where the Bridgewater Paint is used.

E. MATHEWS, Agent Sun Mutual Insurance Company.
T. A. ADAMS, Pres't Crescent ..
A. BROTHER, Pres't Home ..
J. PEMBERTON, Pres't N. O. ..
EDWARD OGDEN, Agent General Mutual ..
CHAS. BRIGGS, Agent Liverpool and London ..
SAML. F. ASHTON, Agent Delaware Mutual ..

Certificate of John F. Miller, of Attakapas.

New Iberia, Attakapas, March 16, 1852.

In July last, I was induced to apply the BRIDGEWATER MINERAL PAINT to my Sugar House, and in every respect it has exceeded my expectations, and the representations made by the Agents, Messrs. G. C. BOGERT & CO. I cheerfully add my testimony to the numerous ones embraced in the Agent's Circular, and recommend the same to Planters and others, as the best Fire and Water Protector I have ever known. Where I have applied it, it has been exposed to the sun since last July, and has neither blistered nor cracked, and has formed a solid metallic surface which has proved entirely impervious.

(Signed) JOHN F. MILLER.

New Iberia, Attakapas, March 28, 1856.

The opinion entertained by me of the BRIDGEWATER PAINT, as expressed in the above certificate in 1852, has been more than confirmed since. I consider it the most valuable paint known, and combines all the virtues claimed for it by the Agents. (Signed) JOHN F. MILLER.

Certificates of Masters of Vessels, Ship Carpenters, etc.

Certificate of Hughes & Valette.

New Orleans, March 4, 1856.

We have used the Bridgewater Mineral Paint, for which G. C. Bogert & Co. are agents, for the past five years, on steamboats, and on the Louisiana Dry Dock, and have had every opportunity of judging of its merits as a durable and protective paint.

In our opinion, it is superior to any we have ever seen when applied on fresh work, and is in every respect equal to what it is represented to be. In a short time it becomes a perfect slate, and yet possesses great body and elasticity. For decks of vessels, railroad cars, bridges, depots, and every description of painting that is exposed to the weather, the Bridgewater Paint we consider invaluable.

(Signed) HUGHES, VALETTE & CO., Agents of the Louisiana Dry Dock.

Certificate of Wm. C. Templeton.

G. C. Bogert—Dear sir: I have used your BRIDGEWATER PAINT on the decks of my steamships, and having fully tested its value, cheerfully recommend its use as the best and most economical paint I have ever used. I also find it unequaled for painting decks covered with canvas, being durable, impervious to water, and a protection against fire.

(Signed) W. C. TEMPLETON.

Certificate of Capt. Hall, bark Hiawatha.

New Orleans, Dec. 17, 1856.

I have used the Bridgewater Paint on the decks and houses of the bark Hiawatha, and find it superior to any paint I ever used. I recommend it to masters of vessels, especially for decks. In June last my decks leaked, and the Bridgewater being strongly recommended, I applied two coats, since which they have been perfectly tight, and have not needed caulking or painting.

(Signed) DAVID E. HALL. Master bark Hiawatha.

Certificate of Capt. Gale, of ship R. D. Shepherd.

New Orleans, Dec. 18, 1856.

Having used the Bridgewater Paint, on decks and other parts of my vessel, for some time past, I cheerfully endorse its merits, and consider it the best paint for durability and protection that I have ever used.

(Signed) JAMES GALE, Master of ship R. D. Shepherd.

Certificate of Capt. Hiler, of ship Tirrell,

New Orleans, March 3, 1856.

I have been using the Bridgewater Mineral Paint on the house of my ship, for the past two years, and consider it a most valuable paint for sea-going vessels. I recommend it as such without hesitation, both for economy and its undoubted protective qualities. (Signed) THOMAS G. HILER.

Certificate of Capt. R. Tucker, of ship Helen McGaw.

New Orleans, March 29, 1856.

I have tested the Bridgewater Paint, for which G. C. Bogert & Co. are agents, in various ways on my ship for the past two years, and have found it in every respect superior to any paint I have ever seen. It is, in my opinion, invaluable as a durable and protective substance, and I recommend it to masters for ships' use in preference to any other.

(Signed) R. TUCKER, Master of ship Helen McGaw.

Certificate of Capt. St. Clair Thomasson, of the Steamer Magnolia.

New Orleans, Dec. 2, 1851.

Having painted the hurricane deck of the passenger steamer Magnolia, under my command, with the BRIDGEWATER PAINT, I cheerfully recommend it for its impervious qualities, and have no hesitation in pronouncing it superior, in my judgment, to any mineral paint before the public, and believe it to be a certain protection against the effects of sparks and cinders. It has also proved entirely water-proof on my decks after three months' use. (Signed) ST. C. THOMASSON.

Certificate of Capt. William Brown, of Towboat Porpoise.

I have used the BRIDGEWATER PAINT, for which Messrs. G. C. BOGERT & CO. are agents, on the hurricane deck of the towboat "Porpoise." The paint has been on about three months, and sparks and cinders constantly falling upon it, has had no effect whatever. In about four weeks it became a perfect slate, and I am satisfied of its possessing all the qualities necessary to insure it a certain protection against the effects of sparks and cinders. I confidently recommend the Bridgewater Paint for the purposes set forth in the Agent's circular.

(Signed) WM. BROWN, Captain of Towboat Porpoise.

New Orleans, Feb. 4, 1854.

Having had the Louisiana Dry Dock painted with the BRIDGEWATER PAINT, and its merits thoroughly tested, we concur in opinion with Capt. Thomasson, of the Magnolia, and Capt. Brown, of the Porpoise. We cheerfully recommend said paint as a superior article.

HUGHES, VALETTE & THOMAS, Louisiana Dock Yard.
J. P. WHITNEY & CO., Agents Louisiana Dry Dock Co.

Certificate of Capt. Thos. S. Minott, of Ship Oxford.

New Orleans, May 4, 1852.

I have used the BRIDGEWATER PAINT on the iron work, and also on the decks and canvas for awnings of the ship Oxford, and entirely to my satisfaction. I find that much of the rusting of iron and rotting of wood and canvas is prevented by the use of the Mineral Paint, and can recommend it to ship masters and owners as a valuable and thrifty paint. THOS. S. MINOTT.

Certificate of Wm. S. Adams, Master of Ship Joseph Holmes.

New Orleans, Dec. 8, 1852.

I have used the BRIDGEWATER MINERAL PAINT on the iron work of the ship Joseph Holmes, for the last twelve months, and I think it is superior to red lead or any other paint for iron, that is exposed to salt water. WM. S. ADAMS.

Certificate of Wm. Cutts, Master of Ship Charles Cooper.

New Orleans, Nov. 26, 1856.

I feel compelled, after having the BRIDGEWATER MINERAL PAINT on the decks of my ship over nine months, to say that it has proved infinitely superior to any Paint I have ever seen. I gave a certificate in March last, after one month's use, and my convictions then have been more than confirmed, and I have now no hesitation in saying that the Bridgewater Paint CANNOT BE EQUALED for ship purposes, and ship masters may rely on its not corroding by the action of salt water, nor blistering or warping by exposure to the sun.

WM. CUTTS, Master of ship Charles Cooper.

Certificate of Capt. M. L. Carpenter, of Ship Elizabeth Denison.

New Orleans, Dec. 4, 1852.

I have used the BRIDGEWATER MINERAL PAINT, for which G. C. BOGERT & CO. are Agents, on the decks of my ship, and I can testify to its superiority over all other Paints I have ever used. It is cheaper and more durable than any other, and I have no hesitation in recommending it to masters as the best substance for ship purposes I know of.

M. L. CARPENTER, Master of ship Elizabeth Denison.

Certificate of J. H. Whiting, Master of Bark Yankee Blade.

New Orleans, May 1, 1852.

The BRIDGEWATER Fire and Weather Proof PAINT, having been strongly recommended to me, I was induced to apply it to the decks of my vessel, and it gives me better satisfaction than any other paint I have ever used. I recommend it to ship masters, and believe it will (when properly applied) prevent leaks of decks and preserve the wood. I consider it a valuable discovery for ship owners, and intend hereafter to use the Bridgewater Mineral Paint in preference to any other.

J. H. WHITNEY, Master of Bark Yankee Blade.

Certificate of J. H. Ashley, Master of Schooner L. F. Rogers.

New Orleans, July 15, 1852.

I have used the BRIDGEWATER PAINT on the decks of the Schooner "L. F. Rogers," and find that it is the best Paint for decks I have ever used. J. H. ASHLEY, Master.

BRIDGEWATER PAINT.

Certificates of Railroad Officers, etc.

West Point, Dec. 17, 1851.

I have used the BRIDGEWATER PAINT upon the buildings under my charge at West Point, and have found that it answered all my expectations. I have no hesitation in adding my testimony as to the good qualities of the paint, deeming it the best article I have ever used. R. S. SMITH,

Lieut. and Quarter Master U. S. Military Academy.

Certificate of Oliver H. Lee, Superintendent of Hudson River Railroad.

Hudson River Railroad Office, New York, Jan. 16, 1852.

This is to certify that I have used the BRIDGEWATER PAINT on roofs of cars, on a metal roof of Depot buildings, and on iron work generally, and to some extent on wood work, and have no hesitation in saying that, besides taking the price into consideration, it is the best article for the uses I have named with which I am acquainted. It seems to possess durability and adhesiveness, and fully meets my expectations.

OLIVER H. LEE, Late Superintendent of H. R. Railroad.

Mr. Lee is now Secretary H. R. Railroad.

Certificate of D. C. McCullum, Asst. Engineer N. Y. and Erie Railroad.

Engineer's Office, Oswego, March 16, 1852.

Having to some extent used the several Mineral Paints which have been before the public for several years past, and finding none of them what, in my opinion, they were recommended to be, I was induced very reluctantly to try the BRIDGEWATER PAINT. I have painted several Bridges on the New York and Erie Railroad with this article, and have found it to be much superior to any article of the kind now in use.

(Signed) D. C. McCULLUM, Assistant Engineer, N. Y. and E. Railroad.

Certificate of G. H. Talcott, Brevet Lieutenant Colonel New York Arsenal.

New York Arsenal, Oct. 3, 1851.

Being advised by one of the first painters in the city of New York to use the BRIDGEWATER PAINT in preference to any other, upon the Ordnance Buildings in my charge, on Governor's Island, I did so, and found it all that it was recommended to be. The buildings, which are of brick, speak for themselves, and I cheerfully give my testimony in behalf of the virtues of the paint, deeming it superior to any now in use.

G. H. TALCOTT, Bt. Lt. Col.

Certificate of B. S. Alexander, of the United States Military Academy.

U. S. Military Academy, Jan. 26, 1852.

I have used the BRIDGEWATER PAINT upon some of the buildings under my supervision at West Point, and I cheerfully add my testimony as to its durability and cheapness. In future, I shall recommend it to my friends and use it myself.

B. S. ALEXANDER, Lt. Eng., U. S. A.

Painters' Certificates.

New York, Nov. 1, 1851.

I have been using Bridgewater Paint for the last six months, in preference to any other mineral, and in no instance have I been disappointed in its qualities. I painted the Ordnance Buildings, on Governor's Island, with it, and I have no hesitation in saying it covered the brick and lime stucco work better than any paint I could have used.

RADCLIFF CARMAN, Painter and Dealer in Paints, 85 Barclay street.

New York, Oct. 1, 1851.

The undersigned, having been induced by recommendation to use the Bridgewater Paint on the roof of their office, which was in so leaky a condition that during storms of any extent the rain came through in streams in several places, are happy to state that by one single coat of this paint the office has been rendered perfectly dry and tight. FARRAR & BELLONI,

Cor. Ninth and Stuyvesant streets.

New York, Dec. 30, 1851.

We certify that we have used the Bridgewater Mineral Paint and are satisfied from our own observation that it is fully equal to any paint of the kind now in use.

FARRINGTON & CLARK, Painters and Dealers, 216 Eighth Avenue.

Certificate of Joseph Benson, Painter, 132 Camp St., New Orleans.

New Orleans, Feb. 6, 1852.

I have used the Bridgewater Paint for the past five months on brick and plastered buildings, and on tin, shingle and canvas roofs, and in every instance it has given the fullest satisfaction. From tests and experiments made under my immediate direction, I can testify to its being proof against the effects of sparks and cinders, and a protection against leaks. I consider it far superior to any mineral paint I have ever seen, and invaluable for all out-door purposes; possessing qualities that particularly recommend it for use in a Southern climate.

JOSEPH BENSON, Painter, No. 132 Camp street.

The attention of Planters is particularly directed to the following:

We, the undersigned, Cotton Factors and Commission Merchants, do cheerfully recommend the Bridgewater Paint for the purposes set forth in the Agent's Circular, and believe we are serving the interests of planters by calling their attention to its peculiar enduring and protective qualities.

PAYNE & HARRISON,
WRIGHT, WILLIAMS & CO.,
GEO. M. PINCKARD & CO.,
BUCHANON, CARROLL & CO.,
WARD & JONAS,
WATT & DeSAULLES,
HILL, McLEAN & CO.,
M. GREENWOOD & CO.

In addition to the above incontrovertible testimony of the superiority of the BRIDGEWATER PAINT, the Agents have in their possession innumerable certificates, which may be seen on application at their office.

The Agents deem it their duty, as well for the protection of the public as for the character of the Bridgewater Paint, to caution all interested against the imposition that has been practiced, to a considerable extent, the past year. Owing to a complication of causes, the Company have not been enabled to keep a supply equal to the demand, and it is within the POSITIVE KNOWLEDGE of the Agents, that various mineral substances have been sold to parties OUT OF THE CITY, as the Bridgewater Paint. In order to prevent any future disappointment, we would suggest that orders be sent **direct to us**, or to correspondents here, with instructions to purchase ONLY of the Agents. For the future, we shall be regularly supplied and will be able to fill orders to any extent.

NO DEVIATION IN PRICE. TERMS—For all sums under $100, CASH; from $100 to $200, sixty days; $200 and upwards, four month's credit for approved city acceptances.

For sale dry, in packages of 300 pounds, by

G. C. BOGERT & CO.,
72 Camp street,
Agents for the States of Louisiana, Mississippi, Alabama and Texas.

d23 tf

NOTICE—THE COPARTNERSHIP HERETOFORE existing under the style of FEARN, DONEGAN & CO., is dissolved by the death of JAMES H. WEAKLEY, and the withdrawal of M. W. STEELE. Either of the surviving partners is authorized to use the name of the firm in liquidation. Its current liabilities will be protected by JAMES H. DONEGAN.
M. W. STEELE,
November 8, 1856. JAMES H. DONEGAN.

JAMES H. DONEGAN WILL CONTINUE THE Cotton Factorage and Commission business, in New Orleans, in his own name and for his own account. Office as heretofore, 25 Carondelet street.
New Orleans, November 8, 1856. c3

DISSOLUTION—THE FIRM OF RAWLINS, DUNCAN & CO., is this day dissolved by mutual consent, and will be continued for purposes of liquidation only.
SAM. W. RAWLINS,
July 1, 1856 L. H. DUNCAN.

COPARTNERSHIP—THE UNDERSIGNED HAVE formed a co-partnership under the style of DUNCAN & LOGAN, to succeed the late firm of Rawlins, Duncan & Co., for the purpose of transacting a COTTON FACTORAGE AND GENERAL COMMISSION BUSINESS, and are fully authorized to liquidate the business of their predecessors.
L. H. DUNCAN,
July 1, 1856. GEO. WM. LOGAN, Jr.

On retiring from the Commission Business, I take great pleasure in tendering my sincere thanks to the patrons of the late firm of Rawlins, Duncan & Co., and at the same time beg to call attention to the card of their successors, Messrs. Duncan & Logan, and to solicit for them a continuation of past favors.
jy1 SAM. W. RAWLINS.

MR. EDWARD TOBY HAS THIS DAY BECOME associated with me in the Express and Commission Business. The business will be conducted under the style and firm of S. TOBY, Jr., & BROTHER.
n3 SIMEON TOBY, Jr.

CO-PARTNERSHIP—WE HAVE THIS DAY ASsociated ourselves under the style and firm of S. TOBY, Jr. & BRO., for the purpose of conducting a City Express and Commission Business.
SIMEON TOBY, Jr.,
EDWARD TOBY.
New Orleans, November 1, 1856.—n3

NOTICE—THE PARTNERSHIP OF WILLIAM HOGE & CO., of New York, is this day dissolved by mutual consent. Either partner is authorized to use the name of the firm in the liquidation of its affairs.
WILLIAM HOGE,
December 31, 1856. JAMES ROBB.

THE CO-PARTNERSHIP OF ROBB, HOGE & WILSON, of Liverpool, is this day dissolved by mutual consent. Each partner is authorized to use the name of the firm in the liquidation of its affairs.
JAMES ROBB,
WILLIAM HOGE,
December 31, 1856. CHARLES BETHUNE WILSON.

CHARLES BETHUNE WILSON, J. HAMILTON WILSON and THOMAS L. HALLETT have this day been associated with us as partners. The business to be conducted in New Orleans under the style of JAMES ROBB & CO., as heretofore; in New York under that of ROBB, HALLETT & CO.; and in Liverpool of R. WILSON, HALLETT & CO., successors to the firm composed of the late R. Wilson, Esq., and of W. R. Mallett, Esq. JAMES ROBB & CO.
New Orleans, January 1, 1857. 3d1

THE FIRM OF J. C. RAGAN & CO. IS THIS day dissolved by mutual consent, and R. P. WILSON & CO., are successors to the above firm.
J. C. RAGAN,
R. P. WILSON.
New Orleans, December 11, 1856.—113

NOTICE—THE COPARTNERSHIP HERETOFORE existing between Mr. Francis Wood and Mr. C. G. Andersson, under the name of Francis Wood & Co., is this day dissolved by mutual consent. Either party will sign for the late firm in liquidation, and Mr. Francis Wood will continue the business for his own account without any alteration in the name of the house.
FRANCIS WOOD,
C. G. ANDERSSON.
New Orleans, January 12, 1857.—ja12

COPARTNERSHIP NOTICE—THE SUBSCRIBERS have this day formed a copartnership under the firm of OGDEN & ANDERSSON, for the pursuit and extension of the Cotton Brokerage business, hitherto conducted by Mr. D. A. Ogden.
D. A. OGDEN,
C. G. ANDERSSON.
New Orleans, January 13, 1857.—ja12

JOHN SYZ & CO., No. 98 LIBERTY STREET, NEW YORK CITY, have now the Agency of the celebrated manufacturers,

DOLLFUS MEIG & CO.,
MULHOUSE, FRANCE,

and offer this superior and well-known make of PRINTED JACONET LAWNS, PERCALES, etc., for sale on the most favorable terms. ja7

CULLUM SPRINGS—CHOCTAW COUNTY, Alabama.—The proprietor of the above delightful Watering Place returns his thanks to the citizens of New Orleans and its vicinity, for their liberal patronage bestowed on him last season, and begs leave to announce to them that he will be happy to see them again this summer. An Express will connect with the Springs and New Orleans this season, thereby enabling visitors at the above place to communicate with their friends at a trifling expense, without the usual delay caused by the mails.

RATES OF BOARD:

Per day	$2 00
" week	12 00
" month	40 00

Hacks are in waiting at the landing on the arrival of every boat, to convey passengers immediately to the Springs.

An analysis of the waters can be had of W. B. Phillips, No. 33 St. Charles street, who is my agent in New Orleans.
j-9 CHARLES CULLUM, Proprietor.

BATHS—BATHS—BATHS—BARBERIZING, No. 25 St. Charles street.

ROLLINS once more at his post. The Verandah fire for a while stopped the operation of his well known establishment but Time, the great physician, has restored to him a better one where he can give at all hours Hot, Cold, Vapor, Shower or Medicated BATHS.

His BARBER'S SALOON is supplied with the best artists the country can afford, and as Shaving, Hair Cutting, Cleaning, Dyeing and Dressing have been reduced down to a science, he feels assured that he can serve with alacrity and dispatch the most fastidious.

He has for sale a well assorted stock of fresh PERFUMERY, Furnishing Goods, Cosmetics and the best Dyes and Tonics for the hair.

Call at his Diamond Hair Cutting and Bathing Saloon.
m13 JOSEPH ROLLINS.

CLARET—200 cases J. Klepper & Co.'s celebrated Wine, consisting of Chat du Tetre, Chat Cos D'Estournel, 1847 Chat Margaux, 1847, etc., for sale by
SAMUEL WOLFF,
d17 No. 36 Camp street.

TEHUANTEPEC COMPANY.

TEHUANTEPEC COMPANY—

New Orleans, July 30, 1857.

Whereas, the report made to this Board by the President as to his late mission to Washington in furtherance of the great enterprise which was the object of this Company, satisfies us:

1. That no arrangement whatever can or could be made with the owners of the Garay grant on behalf of this Company.

2. That it was impossible to obtain the mail contract for this Company; and,

3. That the title of the Sloo grant was not in this Company, other parties having acquired it under rights derived from Mr. Sloo without the knowledge of this Board; and,

Whereas, in the opinion of this Board, the title to the Sloo grant not being in this Company, the organization of said Company has no basis to rest upon, and that the longer continuance of this Board in existence would deceive the public, and possibly induce investments in the prosecution of an enterprise that can never be accomplished by this Company, to the great discredit of this Board; therefore, be it unanimously

Resolved, That this Board be and the same is hereby dissolved.

Resolved, That the members of the Board severally hereby resign therefrom.

Resolved, That a copy of these resolutions be published in the different newspapers of this city.

Resolved, That this Board stands adjourned sine die.

I certify the foregoing to be a true copy from the minutes.

L. HEYLIGER, Secretary.

CHARTER

—OF THE—

LOUISIANA TEHUANTEPEC COMPANY.

We, the undersigned, having agreed to unite for the construction of a railroad and other communication across the Isthmus of Tehuantepec, under the several grants heretofore given for that purpose by the Mexican Government, called the Garay and Sloo grants, which are to be transferred to us as hereinafter provided, have determined for that purpose to form a corporation under an act of the Legislature of the State of Louisiana, of the 14th of March, 1855, entitled "An act for the organization of corporations for works of public improvement and utility;" and we do now subscribe to and agree upon the following charter, to-wit:

ARTICLE I.

The corporation shall be called the Louisiana Tehuantepec Company, and by that name shall have power and authority—first, to have and to enjoy succession by their corporate name, for the period of twenty-five years; second, to contract, sue and be sued in their corporate name; third, to make and use a corporate seal; fourth, to hold, receive, purchase and convey under their corporate name, property both real and personal; fifth, to name and appoint such managers, directors and officers as their interest and convenience may require; sixth, to make and establish such by-laws for the proper management and regulation of the affairs of the corporation as may be necessary and proper.

ARTICLE II.

The said corporation is established for the purpose of constructing a carriage road from the head of navigation on the Coatzacoalcos river, to some point on the Bay of Ventosa, in the Pacific Ocean, and of constructing also a railroad from said Coatzacoalcos river to the Bay of Ventosa, according to the conditions of said grants, known as the Garay and Sloo grants, and enjoying and conducting the navigation of said Coatzacoalcos river, according to the terms and conditions of said grants, and we agree to admit as our associates under this charter such persons and their assigns as shall hereafter subscribe and pay for stock upon the terms and conditions hereinafter provided.

ARTICLE III.

The capital stock of said Company shall be ten millions of dollars, divided into shares of one hundred dollars each, which shall be appropriated as follows, viz:

80,000 shares, or eight millions of dollars, shall be subscribed and paid for as hereinafter provided;

20,000 shares, or two millions of dollars, shall be issued as full paid stock, and delivered to the trustees who now hold the title to said Garay and Sloo grants, under the deed of trust executed by P. A. Hargous, for himself and as representing the rights of P. P. Falconnet, now holder of the Sloo grant under the decree of the Mexican Government.

100,000 shares.

ARTICLE IV.

Lists of subscriptions shall be opened at the times and places required by the terms of said grants, and at such other times and places as the Directors may determine, for subscription to so much of said eight millions of cash stock as may remain after deducting the subscriptions of those who now sign this charter.

ARTICLE V.

The payments to be made on the cash stock subscribed and to be subscribed as aforesaid, are as follows: ten per cent. at the time of subscribing; ten per cent. in sixty days thereafter, ten per cent. in ninety days thereafter; and the remainder as called for by the Direction, in instalments not exceeding ten per cent. each, nor at intervals of less than sixty days. Calls for stock payments shall be made by advertisements of not less than sixty days, in at least two newspapers published in New Orleans.

ARTICLE VI.

On the conveyance to this Company by said Trustees of the said rights in said Garay and Sloo grants, in accordance with said deed of trust, the Board of Directors shall issue to said Trustees the aforesaid two millions of dollars of full paid stock for the purposes of said trust; and said stock shall be considered, in all respects, as if paid in cash; and on the execution of said conveyance, said Board of Directors shall further issue to said Trustees for the purposes of said trust, the eight per cent. bonds of the Company for one million of dollars, payable ——. That portion of said bonds which, under the provisions of said trust, is to be used for the payment of the debts and liabilities contracted under the Sloo grant, shall be appropriated to the satisfaction of such debts and liabilities as to the parties to whom said Trustees are, by the terms of said trust, required to convey the same, in the exercise of their sole and uncontrolled discretion, may think proper to pay: it being distinctly understood, that this Company assumes the payment of no debt whatsoever contracted by any company, person or persons, under either the said Sloo or Garay grant, except as is provided in the eighth article of this charter.

ARTICLE VII.

No dividend shall be declared before the railroad is completed. The Company shall not derive a net revenue greater than 15 per cent. from its tolls; and whenever the receipts from tolls shall exceed the amount required for the maintenance of the road, the payment of running expenses, and a dividend of 15 per cent. per annum, there shall be a suitable diminution of the tolls so as to keep the dividends down to 15 per cent. per annum at most.

This article shall not impose any limitation on the amount of dividends that the Company may declare from sales or leases of its lands, or any source of revenue other than tolls for the transportation of freight and passengers.

ARTICLE VIII.

The six hundred thousand dollars advanced by F. P. Falconnet to the Mexican Government for the Sloo grant, shall be paid by the Company in its bonds, on such terms as may be agreed on, and the Company will reimburse itself out of the share of the Mexican Government in the net profits, as provided in said Sloo grant.

ARTICLE IX.

The business of the Company shall be conducted at its office in the city of New Orleans, which shall forever be and remain its domicil, by nine Directors, of whom at least seven shall be permanent residents of said city. Four Directors shall form a quorum. The Directors shall elect a President and Vice President out of their body, and shall have power to elect new Directors to supply vacancies that occur in the intervals between the annual elections. At all elections for Directors and at all meetings of stockholders, votes may be given in person or by proxy, and each share shall be entitled to one vote. Legal service of citation and all process against the Company, may be made on the President in person or left at his address at the office of the Company, in the hands of any of its officers.

ARTICLE X.

Emile LaSere, John M. Bell, Alfred Penn, W. E. Starke, Lionel C. Levy, J. L. Warner, J. W. Burbridge, P. O. Hebert and Duncan F. Kenner shall compose the first Board of Directors until the first Monday in May, 1858. The elections shall be annual, and each subsequent Board shall be elected on the third Monday of April of each year, and enter on the discharge of its duties on the first Monday of May following. No one shall be eligible as Director unless he owns 25 shares of stock.

ARTICLE XI.

A failure to elect Directors shall not dissolve the corporation, but the Board in office shall continue the exercise of its functions until a new Board can be elected. All notices of election and of meetings of stockholders shall be given by publication fifteen days in advance, in at least two of the newspapers of New Orleans.

ARTICLE XII.

In case of failure on the part of any subscriber to pay the instalments on his stock, as required, the Board of Directors may, after ten days advertisement or notice in writing, forfeit the stock and sell it for the benefit of the Company, or may, without such previous notice or advertisement, compel payment by suit; and no stockholder shall be permitted to vote whilst in default.

ARTICLE XIII.

At all meetings of the stockholders, and at all elections, a majority of the stock represented at such meetings shall govern; except that such meetings are called for the purpose of increasing or diminishing the capital stock of the Company, or for any of the purposes enumerated in the fifth section of the act of the Legislature of Louisiana, entitled "An act for the organization of corporations for works of public improvements and utility," approved March 14th, 1855, shall be composed of persons holding in their own right, or as agents for others, at least three-fourths of the stock of the Company, in order to take valid and binding action in the premises; at all other meetings of stockholders, and at all elections, a majority of those present and represented shall govern.

ARTICLE XIV.

The President and Directors shall have power to make all by-laws necessary for the proper and regular transaction of business; to hold, receive, purchase and convey, under the corporate name, any property, real or personal; to do any thing necessary for the construction, repair or maintenance of the roads hereinbefore described, with as many tracks as they may deem necessary; to determine the line and location of the roads, and to make all necessary contracts for the purposes aforesaid; to purchase all materials, machines, vehicles, teams, ships, vessels and steamboats, and all equipments deemed by them necessary or useful for the purposes of the Company, and in general to do every thing necessary and proper to effect the objects of this charter, including the fixing and collecting of tolls for transportation of passengers, freight and mails.

ARTICLE XV.

The Directors shall have power to appoint all officers and servants of the Company, fix their compensation and remove them at pleasure; may borrow money and issue therefor bonds, notes or other obligations at such terms and on such conditions as it may deem best, and mortgage the property of the Company to secure the payment thereof.

ARTICLE XVI.

A stated annual meeting of the stockholders shall be held one week before the election of Directors, to receive the report of the last year's operations and business, and for the examination into the condition of the affairs; at which meeting a full statement of the financial and other affairs of the Company shall be laid before the meeting, by the President and Directors then in office. Besides this meeting, the President and Directors may call others when they think proper, and it shall be their duty, at any time, on the written requisition of stockholders representing one fifth of the stock of the Company, to call a meeting of the stockholders to take into consideration any matter affecting the interest of the Company. All meetings of stockholders shall be held at the office of the Company, in the city of New Orleans.

ARTICLE XVII.

Stock books shall be kept in the offices of the Company. Certificates of stock shall be issued to the shareholders, and no transfer of stock shall be binding on the Company until made on its stock books.

ARTICLE XVIII.

The Board of Directors shall be authorized to contract specially for work, labor, materials, lands and effects to be furnished to the Company, payable in whole, or in part, in the stock of the Company, until the whole amount of the capital stock of the Company shall have been exhausted.

ARTICLE XIX.

As it will be necessary to enter into some arrangements with the Government of Mexico, and that of the United States, Messrs. Emile LaSere and J. P. Benjamin are hereby made the joint agents of the Company, with full power to agree with either or both of said Governments for such modifications, amendments and changes in said grants as may seem most judicious for securing full and perfect protection for the rights and interests of this Company.

ARTICLE XX.

At the expiration of the charter, or whenever the dissolution of the corporation shall render its liquidation necessary, three commissioners shall be elected by the stockholders, whose duty it shall be to take possession of the property of the Company, and conduct its business to a final liquidation, on such terms and in such manner as shall be determined by a meeting of stockholders, regularly convened for that purpose; and if, at the expiration of the present charter, a majority of the stockholders, in amount and number, shall desire to renew the same for a further term, the stockholders dissenting from such a renewal shall be bound to transfer their stock to those desiring the renewal, at its fair value, to be adjusted by appraisers mutually chosen for that purpose.

New Orleans, July 30, 1857.

Emile LaSere	Fifty shares.
John M. Bell	Fifty shares.
J. W. Burbridge	Fifty shares.
J. L. Warner	Fifty shares.
Lionel C. Levy	Fifty shares.
W. E. Starke	Fifty shares.
Duncan F. Kenner	Fifty shares.
Alfred Penn, per pro. Emile LaSere	Fifty shares.
John Slidell, per pro. Emile LaSere	Fifty shares.
P. A. Hargous, Per pro. J. P. Benjamin	One hundred shares.
J. P. Benjamin	Fifty shares.
J. D. Denegre	Fifty shares.
P. O. Hebert	Fifty shares.

The undersigned Recorder of Mortgages in and for the parish and city of New Orleans, certifies that the within charter was recorded this day in his office, in book society No 4, folio 46.

JOHN HOLMES, Recorder.

New Orleans, August 4, 1857. au5 1aw2t

ALGIERS WARE-HOUSES.—APPLY TO COCHRAN & HALL, Agents, No. 36 Gravier street, who are now prepared to receive and store on the most favorable terms, R. Iroad and Pig Iron, Liverpool and Bulk Salt, etc. For terms, etc., apply as above. au22

New Orleans Daily Crescent.

MONDAY MORNING, SEPTEMBER 7, 1857.

[COMMUNICATED.]

HON. MILES TAYLOR.

Messrs. Editors:—I have carefully examined the journal of the House of Representatives, and have noted every movement made in that body during the last session of Congress on the Tariff question. What has already been stated by me, and what I hope hereafter to state on that subject is, and shall be exclusively taken from that authority. The pages of that record are given, by which it is made easy to refer to the book itself for the correctness of my statements. I therefore invite scrutiny and challenge refutation!

Let us now review the whole ground on which the subject has been presented to the public. Mr. Taylor has said through the Pioneer of Assumption, and in defence of himself, that he found at Washington "the national treasury was overflowing—the revenue from duties was too large—a reduction of the Tariff must take place—the duties must be lessened or entirely removed on articles which were incidently protected by the Tariff of 1846. The Black Republicans, as ever on the alert to injure Southern interests, would use the occasion and temporary power to injure the South by insisting, not that the duty on sugar should be reduced proportionately with that of other great national products, but that the duty on sugar should be *entirely* stricken off."

Here Mr. Taylor seems to have been egregiously in error. He is alarmed by the menaces of the Black Republicans, and he becomes unnecessarily so, because the duty could not have been totally repealed, for the simple reason that a decided majority was opposed to it, which I will very conclusively show before this article is finished.

Mr. Taylor has further said, that "if the welfare of the government required a reduction of the duties on imports, let it be so. If the protection of the great interests of the country is to be reduced, so be it. Against this Louisiana would not complain, but let the reduction be equal."

This sounds patriotic enough, and comes with a good grace from the South, where true patriotism is abundant. But while it is thus commendable as the sentiment of true Americans, it falls like feathers upon marble when directed to minds such as those which alarmed Mr. Taylor. The free surrender of our whole sugar interests, and all our rights besides in the South, would never have subdued the insatiate animosities and cravings of Black Republicans. To give up all the duty, and give up even slavery itself, would never satisfy the pestiferous faction. Like the horse-leech, their cry is give, give. They would even take our lands, and would then want us to work them besides. There was, therefore, no concession we could make to them with which they would be content, and to have made concessions at all to a few Black Republicans, while a majority of the House not only never asked but opposed those concessions, is what we had not authorized Mr. Taylor to yield!

I have said that Mr. Taylor, by his votes in Congress, did not protect the interests of his constituents.

I have said that his speech on the tariff, and his votes on the same subject, did not conform each with the other.

I have said that his fears of a total repeal of the duty on sugar had no foundation in fact.

I have said that a large majority of the House was opposed not only to the repeal but to any reduction of the duty.

I have said that the reduction did not originate in the House but in the Senate.

I have said that the Tariff bill which first passed the House made no allusion whatever to sugar, and therefore left the duty untouched, and that Mr. Taylor voted against it.

I have said that this bill was then sent to the Senate, and was there amended by the reduction of the duty on sugar to 23 per centum.

I have said that upon its return to the House, so amended by that reduction, then Mr. Taylor voted for its adoption.

I have said that it was immediately rejected by the House on a vote of yeas 63, nays 106, notwithstanding Mr. Taylor voted for it. See page 583.

I have said that it was then referred to a joint Committee of Conference between the two bodies, which after deliberation reported it back to the House amended with the duty *increased* from 23 per centum, for which Mr. Taylor had voted, to 24 per centum.

I have said that upon the final vote on this bill thus reported, which established the reduction at 24 per centum as the law of the land, Mr. Taylor voted for it.

And I have said that Mr. Taylor had previously voted in favor of Letcher's amendment to reduce the duty from 30 to 24 per centum, but it was defeated.

Here is a compendium of the whole case as set forth in the official journal which records every member's vote in the House of Representatives. If I am wrong it is because the journal is wrong; I give the authority for my statements, and refer every sugar planter in Louisiana to the book itself for their truth.

Now the chief ground assumed by Mr. Taylor in vindication of his course, being the compulsion superinduced by the fear of a total repeal, I think it will be made to appear to my readers before my conclusion, that Mr. Taylor had other and more cogent grounds which he has not thought proper to announce. But I propose first to establish the fact that his fear was imaginary.

The tariff of 1846, under which foreign sugar paid a duty of 30 per centum *ad valorem*, was proposed to be amended. The first amendment was that introduced by the Chairman of the Committee of Ways and Means, proposing to reduce the duty on sugar to ten per centum. This bill was considered in Committee of the Whole and was there immediately rejected by striking out the enacting clause, so that Mr. Taylor had no cause for alarm from this first demonstration of the Black Republicans. See page 479.

Mr. Colfax then introduced a bill to repeal the duty entirely. He also presented resolutions from the Legislature of Indiana requesting the total repeal. But neither the bill of Mr. Colfax nor the request of his Legislature were ever considered by the House, so that Mr. Taylor had no cause for alarm from this second and last demonstration of the Black Republicans. See pages 113, 224, 413.

Mr. Letcher's bill to reduce the duty from 30 to 24 per cent. was then introduced, and was negatived by the House by a vote of 112 nays to 74 yeas; so that Mr. Taylor had no cause for alarm from that demonstration, although he himself voted for it. See page 561.

Here were the only demonstrations made against sugar, the result of which ought to have aroused Mr. Taylor's confidence, instead of his terror. But he was frightened. Whence did he contract his alarm? Was it from the speeches of Black Republicans? Surely, speeches do no good except to electioneer upon. The votes do everything. He ought not to have been alarmed by the speeches of Mr. Colfax and Mr. Bliss; they were but words, and Black Republican words, at that. They could not decide a question of vital importance which involved results deeply affecting one of the most valued agricultural pursuits in our country. The voters could alone decide all such questions, and Mr. Taylor had 40 to 50 of these majority with him at every ballot! How, then, in the name of all that is parliamentary, can Mr. Taylor say that the Black Republicans "would use the occasion and their temporary power, not to reduce the duty *proportionately* with other great national products, but *to strike off the duty entirely*?" Whatever may have been the "occasion," their "temporary power" was totally inadequate. They could no more have done it than they could have created a world. It was fabulous, and unworthy of serious regard—and the votes show it!

But Mr. Taylor tells us "the national treasury was overflowing, and the revenue must be reduced."

Well, if the Treasury was overflowing, and the duties were to be reduced, it did not follow that the Representative from Assumption should be the first to reduce the duty on sugar! Nor did it follow he should vote against a bill which allowed the duty to remain untouched! But so anxious was he to get it down, that with the impetuosity of the youth who fired the Ephesian dome, he voted first to bring it as low down as 23; but a majority of the Representatives from other States, where sugar cane is not cultivated, understanding better the wants of our planters of Louisiana, defeated this reduction; but, seeing that Mr. Taylor was pertinaciously determined to have it reduced anyhow, they finally agreed to 24 per centum!

It remains for us to inquire what could have really impelled this unwarranted action on his part. It could not have been altogether from a dread of the hideous Black Republicans, for I have shown satisfactorily they had no power. Might it not have been from the potent influence of well grounded Democratic principles? I would respectfully ask Mr. Taylor if, being a good Democrat, he is not in favor of the final total repeal of all duties, in favor of the abolition of custom-houses, and in favor of direct taxation? This is good Democratic doctrine. I heard a prominent and influential Democrat say a few days ago, that he fully approved of Mr. Taylor's votes—that we ought to have direct taxation, and the Government would not then be asked to encourage and protect a few swelled-head sugar planters in Louisiana. Now, if these are Mr. Taylor's political views, he must also be opposed to appropriations of the General Government to improve our harbors and rivers, and remove the obstructions in our bayous. He voted directly against such a bill.

Why, then, if he holds these principles, does not Mr. Taylor come out and avow frankly the inconsistency between his Democracy and the true interests of the people of this Congressional District. He cannot vote to maintain the duty on sugar, nor can he vote to clear out the Bayou Lafourche, and make those votes square with the Democratic faith. I dare Mr. Taylor, or any other member of the Democratic party, to come forth and prove to the people of this Congressional District, any consistency between the necessities of the one and the principles of the other.

AMERICUS.

THE NEW vs. THE OLD ELECTION LAW.

It has been argued, with considerable ingenuity and plausibility, that, unless the injunction now holding the "Army Bill" in a state of suspension by a process of law, is withdrawn, there can be no election held in this parish in November next. This strained and illogical conclusion we have adverted to in previous articles, and refuted it to the satisfaction of the intelligent masses of the community; but, as there appears to be some slight misunderstanding regarding the matter, we have concluded to glance briefly at a few of the principal points involved in the controversy, with a view to dispel all doubts.

It is maintained that the "Army Bill" repealed all other laws relative to elections in New Orleans, and that, consequently, there can be no lawful elections held except those held under it. According to the express terms of the act it went in force immediately after its approval by the Governor on the 19th of March last. Yet we have had *two* elections since, under the old law—first, for six District Judges, and, second, for Aldermen and Assistant Aldermen, etc., and no objection has been made. Those who take the ground that there can be no election in November except under the new law, should also take ground against the legality of the election of our Judges and municipal officers. If their argument is valid, our persons, property and character are, to a great extent, in the custody of Judges not entitled to seats on the bench, and the vast and complicated concerns of this mighty metropolis are managed by men not lawfully entitled to their management. And be it remembered also that Gov. Wickliffe, knowing full well the terms of the new law, commissioned all the officers elected under the old law! This is proof that the Governor does not approve the policy recommended by the no-election advocates.

Without touching upon a point almost universally conceded that, when a law is suspended by the operation of law, by injunction, as in the present instance, it remains suspended, a dead letter, until passed upon by the tribunal of last resort, that the laws which had previously prevailed necessarily come into operation, we come down to the question whether, by any process of legislation, the people can be divested of the most important right guaranteed them by the paramount law of the land—the supreme law—the law from which legislatures, Governors, Judges and all other officers, derive their authority to speak or act officially. We contend that they cannot; and if the last legislature had repealed all laws relative to elections, and failed to enact any others in their stead, the inalienable right of the people to the elective franchise would not have been impaired, and they could have met in their respective precincts and wards throughout the State, appointed their own commissioners from among themselves, proceeded to elect their Senators, Representatives and other parish officers, and the election would have been clearly valid and binding. No act of omission or commission on the part of the creatures of the constitution—for every officer in the State, from the highest to the lowest is, directly or indirectly, but a creature of that instrument—can deprive the people of the right of suffrage. To argue otherwise would be preposterous. Carry it out and the inferior becomes the superior—the offspring usurps control over the parent.

But, does the new law repeal all other laws? It certainly does, where they conflict with its peculiar provisions, but not otherwise. This is a point, we suggest, worthy some consideration. Again, those who contend that an election cannot be held next November seem to forget that the old and new laws are substantially the same in the most essential particular—that of securing to the people the enjoyment of the elective franchise. The old law says that the people of this parish shall vote for certain officers on the first Monday of November next, pursuant to the behests of the constitution. The new says the same thing; and there is no great difference save in the mode of execution—of mere form—with the exception that a vast majority of our people believe the new law to be unconstitutional. Whether unconstitutional or not, however, it makes provision for the people to vote, and that is the point we are now discussing. So the substance is secured, the mere forms by which that end is attained are not material. Our Supreme Court has decided that point clearly and unequivocally.

The man who would sacrifice the right of suffrage on account of laws which differ in mere forms—both of which were enacted to carry out that very right—entertains peculiar ideas of Republicanism. Where's the vital difference whether the people vote under the old system, in twenty-three ballot-boxes, or whether they vote, under the new system, in forty-seven ballot-boxes, under the management of the Superintendent and Central Board of Commissioners. So a fair and honest vote is cast, the great object of the constitution is achieved, and that great object cannot be set aside or abrogated, no matter if ten thousand "Army bills" had been passed by the Legislature, and ten thousand injunctions laid upon them. The latent, inherent power is in the people, the makers of constitutions, and cannot be wrested from them except at the hazard of revolution.

We oppose the "Army bill" because we regard it as an iniquitous, tyrannical, and unconstitutional piece of special legislation, striking directly at the city of our residence, and trenching upon the manhood of every voter residing within its jurisdiction. For a people that would submit to it, there is no term too opprobrious—no serfdom too slavish.

These sticklers for unimportant forms, who aver that no election can be held in November unless the *forms* of the "Army bill" are observed, overleap themselves in their zeal to make converts. As before stated, the substance of both laws varies but little if any. Now, if forms are so essential, and the new law is enforced in November and an election is held under it, and the Supreme Court should afterwards declare it wholly unconstitutional, would the election thus held be invalid? Assuredly, if the argument of the sticklers is valid. Why? Because the *forms* of the old law were not complied with! The voice of the people would be lost because of a trivial non-conformity to forms! This simple illustration shows the absurdity of the main argument advanced on the opposite side.

Again. Should the injunction be withdrawn, suppose the officers appointed under the "Army bill," should neglect making the necessary advertisement in French and English, in two papers, ten days prior to the election. Would such an omission of an unimportant form, a mere incident to a law, disfranchise the voting population of this great parish? Undoubtedly, if the propositions of the form sticklers are founded in solvency.

So it is clear, if the policy of the sticklers prevails, that any omission of form, no matter how petty, or any neglect of an official, no matter how trivial, would deprive the people of their most sacred rights! Such controversialists value the shadow and contemn the substance.

We might proceed with our illustrations to almost any extent, but it is unnecessary. The case is too plain. If the election is held under the old law it will be perfectly valid; and it will be held under the old law in all human probability. And to correct erroneous impressions that are industriously circulated, for a purpose thoroughly known and duly appreciated, as well as for the public information, we will remark that we are authorized to state that there is no intention on the part of the authorities to interfere with the injunction that has been sued out against the Election Law passed by the last Legislature. That step was taken with abundant reason, under the advice of able counsel, and we assure our readers it will not be retraced.

DEMOCRATIC NOMINEE FOR TREASURER.

Free Negro Suffrage.

[From the Alexandria American, 29th Aug.]

We feel it to be our duty as faithful journalists, to make good the charges that have been adduced through our columns, as to the complicity of Col. R. A. Hunter in the free negro suffrage in this parish. As what we have to say emanates from the threshold of Col. H., we are called upon, by a strick sense of justice, to "nothing extenuate, nor aught set down in malice."

We have charged that there are a large number of *free negroes* inhabiting a section of this parish known as "Ten-Mile Creek;" that an election precinct is there established for the benefit of free negroes by the Locofoco party. And we have further charged that the candidate for State Treasurer of the so-called Democratic party, aids and abets these people in the exercise of the elective franchise; that he has descended still further in degradation; he has gone voluntarily to the polls and armed these free negroes, and with them erected defenses to repel any resistance that might present itself against the lawless outrage.

Col. Hunter admitted in his speech at Richmond, Madison parish, that "these people, who live in the prolific hills of Ten-Mile, *have African blood in their veins*, and had never voted until 1838." But we propose, notwithstanding, to produce from an ample stock such evidences of the fact as will place the matter beyond all cavil, or the possibility of a doubt for all time to come.

To show the *status* of these Ten-Mile people, we offer in evidence the affidavits of some of the oldest and most respectable inhabitants of Rapides. No men are better known in the section of country where they live, and there are none in whose veracity greater reliance would be placed. They are all persons of truth and honesty:

The State of Louisiana—Parish of Rapides.

Personally appeared before me, the undersigned, Justice of the Peace in and for the State and parish aforesaid, James Johnson, aged ninety-four years, a citizen of the State and parish aforesaid, who, being duly sworn according to law, says that he has been a resident of the State of Louisiana for something near fifty-nine years.

I have known the Perkins, Sweats, Johnsons, Rays, Dyals or Doyals, Gibsons and Willises, the most of whom now live on Ten Mile creek, or near the Ten Mile precinct, in the parish of Rapides, ever since I first came to the State. Old Joseph Willis, the Baptist preacher, was the first of that tribe of people that I knew; he was a mulatto, and was born a slave in North Carolina, and it was reported that a few years previous to the first of my acquaintance with him that he sold his mother. He was considered a free man of color, and, in fact, I called him a negro. He was not allowed to vote. All the Willisses now living near Ten Mile precinct are descendants of the said Joseph Willis. The Perkins, Sweats, Johnsons, Rays, Dyals or Doyals, and Gibsons, are all more or less connected with the said Joseph Willis, and were all considered free men of color or mulattoes; none of them were allowed to vote or send their children to the public schools, nor to muster.

I was very much astonished to hear that some few of them were allowed first to vote in the parish of Rapides; I think in the year 1841.

his
JAMES X JOHNSON.
mark.

Sworn to and subscribed before me, this 26th day of August, A. D. 1857. WM. RANDOLPH, J. P.

Parish of Rapides—State of Louisiana.

Before me, Wm. Randolph, Justice of the Peace, being duly commissioned, appeared this day Michael Paul, who made oath that he was born and raised in the parish and State aforesaid. That he is over fifty-six years old; that he has been a voter ever since his majority, and that from his birth to the present time has lived in the parish and State aforesaid. The said Paul further states that, for the last thirty-five years he has resided within six miles of what is called the Calcasieu precinct, which is his usual place of voting—and that during the period of thirty-five years he has frequently acted as a commissioner of elections for said precinct, and that he always with the other commissioners acting with him, refused to take the votes of the free negroes, most of whom now vote at the Ten Mile precinct. And said Paul further states, that the votes of these free negroes were not received generally until the precinct of Ten Mile was established, where they now vote the Democratic ticket without let or hindrance, to the number of forty or upwards, and that he has always considered the permitting of these free negroes to vote, a great outrage upon the rights and privileges of the free white citizens, and that by thus equalizing them with the white population they would become turbulent and insolent.

MICHAEL PAUL, Sr.

Sworn to and subscribed before me this 27th day of August, A. D., 1857. WM. RANDOLPH, J. P.

State of Louisiana—Parish of Rapides.

The undersigned has been an inhabitant of the parish of Rapides fifteen years, and during the last seven years has lived on Calcasieu, within fifteen miles of "Ten Mile," alias "Stanley's Precinct." My occupation has been that of a merchant, which brought me in frequent contact with the people of Ten Mile creek, and I can state that there are upwards of forty votes given at the said precinct who are considered mulattoes or free men of color, and that they vote the Democratic ticket. I have frequently heard John Dyal (or Doyl) call himself mixed blooded. He is the father of five voters at the said precinct.

JOSEPH T. HATCH.

Sworn to and subscribed before me, this 26th day of August, A. D. 1857. WM. RANDOLPH, J. P.

The State of Louisiana—Parish of Rapides.

Personally appeared before the undersigned authority, Mrs. Rebecca Ritchie, who, being sworn in due form of law, says that in the year 1804, there arrived in the parish of St. Landry a number of families, who were known as the Carolina mulattoes, never regarded in any other light than free people of color, and never claimed to be white. Among that number was Isaac Perkins, from whom is descended the Isaac Perkins, Sr., Willis Perkins, Sr., and Lewis Perkins, who are his sons; Robert A. Perkins and Isaac Perkins, Jr., are the sons of Willis Perkins; Daniel Perkins and Willis Perkins are the sons of Lewis Perkins. The Dyals, on Mr. Boyce's list, came from an ancestry of the name. John Dyal, and his sons Solomon Dyal, W. Dyal and Jackson Dyal, and their cousin Henderson Dyal, are so marked that no one can hesitate in declaring them negroes. Reuben Ray's mother is a Sweat, the sister of Johnson Sweat, of undoubted negro origin, whilst Washington Ray and Adam Ray are Reuben Ray's sons. Gibson Johnson, Barrell Johnson, Carroll Johnson, Calvin Johnson and Obediah Johnson, are the descendants of Gibson Johnson, a genuine mulatto. Ezekiel Gibson, a very good old darkie, but I cannot recollect the mother of him. Thomas Goins, she is not able to identify; knows there was a family of that name, who came over with the others, and who were mulattoes; Edgington Willis and Joseph Willis, Sr., are sons of old Joe Willis, the preacher, who was always regarded as a mulatto. Rumor having made him notorious by the sale of his mother, the sale she had heard reported, and does not give the fact of her personal knowledge. William Willis is the son of Edgington Willis, and Joseph Willis and Chas. Willis are the sons of Joseph Willis, Sr. The two miracles William and Joseph had a Johnson for grandmother; Jacob Gunter is a descendant of a family of the Sweats; old Johnson Sweat is his great uncle and he is a mulatto. Aaron Drake's grandmother was a genuine negro. Alexander Buxton is crossed with the Drake. William Slaughter's grandmother and Gunter's grandmother is the same woman.

John and James Ware are the sons of Hannah Perkins, who is of African descent; Hawkins Martin, she is told, is a grandson of old Joe Willis. None of the old stock ever exercised the rights of white men in St. Landry. They were not permitted even to muster, and were never received as associates by decent people. There was but one opinion among the respectable inhabitants, and that was they were free people of color.

her
REBECCA X RICHEY,
mark.

Sworn to, and subscribed before me this the 23d day of January, A. D. 1856, at Cotile, La. W. C. JAMES, J. P.

Mr. John Richey, being sworn, says that he heard the affidavit of Mrs. R. Richey read, and concurs in every word, except he does not recollect the time of the arrival of the old mulatto families in St. Landry, it being before his time.

JOHN RICHEY.

Sworn to and subscribed before me, at Cotile, La., this 23d day of January, A. D., 1856. W. C. JAMES, J. P.

State of Louisiana—Parish of Rapides.

Personally appeared before me, the undersigned Justice of the Peace, in and for the State and parish aforesaid, Simeon C. Nickols and James Hicks, citizens of the parish of Rapides and State of Louisiana, who, being duly sworn according to law, say that they were Commissioners of Election for Calcasieu precinct in the year 1855, and at the election held at said precinct, Isaac Sweat, Robert Perkins and Alexander Buxton were there and wanted to vote, and, we believe, would have voted the American ticket, but we were not willing to receive their votes, because we believed them mixed with African blood. In fact Buxton and Sweat offered their votes, but would not swear they were white, free-born citizens. We furthermore swear that we believe that there is upwards of forty voters who vote at Ten-Mile precinct, who are also mixed with African blood. We furthermore declare that we are members of the American party.

S. C. NICKOLS,
JAMES HICKS.

Sworn to and subscribed before me, this 28th day of August, A. D., 1857. WM. RANDOLPH, J. P.

This evidence is clear and unquestionable. It establishes, beyond all doubt, that "these people, who live in the prolific hills of Ten Mile, have *African blood in their veins*," and that they do vote the Democratic ticket.

We will now prove, by evidence equally reliable and incontestable, that Col. Hunter did, on the 5th day of November last, at the Presidential election of Free-Kansas-Buchanan, *assemble* and *arm* the free negroes of Ten Mile, and fortified them so at the polls, the night before the election, that it would have required a large force of well armed men to have gained access to the ballot-box:

The State of Louisiana—Parish of Rapides.

Before the undersigned authority, personally appeared Edmond Johnson, a citizen of the State and parish above mentioned, who, being duly sworn according to law, affirmed that, on the 4th day of November, A. D. 1856, in company with other citizens of the aforesaid State and parish, accompanied the challenging committee of the American party to Stanley's, alias Ten Mile precinct, in the parish of Rapides and State of Louisiana, for the purpose of protecting the said Committee in their rights, having heard that the free negroes of the said precinct were determined that their votes should not be challenged, and that they were determined to vote, regardless of all law.

I did, then and there, at the said precinct, and on the day and date above written, see Robert A. Hunter, armed with a double barreled shot gun and a revolver, (he might have had more arms) rallying the free negroes around him, all armed with double barreled shot guns and rifles, for the purpose, as I believe, to force in their ballots, regardless of all consequences. I do furthermore affirm that I heard Robert A. Hunter say to the free negroes, that, let them come on, and we will make them smoke, meaning the Challenging Committee, and those who were in company with said Committee. I do furthermore affirm that I believe that all the names on the list called "Boyce's List," are mixed with African blood. In fact, some of them are so black, that, if offered for sale, the purchaser would not ask if they were free. I furthermore believe that the said Robert A. Hunter has attended the said precinct at every election held at it for the last three years, and I do know that the said Robert A. Hunter gave a ball at one of their houses, near the said Stanley's or Ten-Mile precinct, for the benefit or pleasure of the said free negroes, and danced with them, and met them on an equality.

EDMOND JOHNSON.

Sworn to and subscribed before me, this 26th day of August, A. D. 1857. WM. RANDOLPH, J. P.

The State of Louisiana—Parish of Rapides.

Personally appeared before me the undersigned, Justice of the Peace in and for the parish of Rapides and State of Louisiana, Levi Boyd and William Boyd, citizens of the State and parish aforesaid, who, being duly sworn according to law, say that they accompanied the American Challenging Committee to the precinct called Ten Mile, in the aforesaid State and parish, for the purpose of assisting the said committee in their rights, in November, 1856, having heard that the mulattoes of said precinct were determined that their votes should not be challenged, and were going to vote regardless of all law. When we arrived within a short distance of the said precinct, we saw that they were armed and barricaded, and led on by Col. Robert A. Hunter. I, Levi Boyd, swear that I saw the said Hunter at the said precinct, at the election for President of the United States, in November last, armed, and, I believe, leading on the mulattoes of said precinct, all armed, for the purpose of voting them, regardless of all law.

We further believe that there is upwards of forty votes polled at said Ten-Mile precinct, that are given by persons of mixed African blood, who vote the Democratic ticket.

his
LEVI X BOYD.
mark.
his
WILLIAM X BOYD.
mark.

Sworn to and subscribed before me, this 28th day of August, 1857. The parties not being penmen, made their usual marks.
WM. RANDOLPH, J. P.

Clerk's Office, District Court, Parish of Rapides.

I hereby certify that R. Legras, Wm. C. James, and Wm. Randolph, Esquires, are Justices of the Peace in and for the parish of Rapides, duly commissioned and qualified.

In witness whereof I have hereunto set my hand and affixed the seal of said Court, at Alexandria, the 28th day of August, A. D. 1857.

M. R. ARIAL, Clerk.

ALEXANDRIA, La., August 28, 1857.

Mr. Editor: As requested, I give you an account of what transpired at the Ten-Mile precinct at the last Presidential election. I was on a visit to Mr. James Hicks, and on the day previous to the election was informed that a committee of the American party would, on the next day, go to the Ten-Mile precinct for the purpose of challenging the votes of the free negroes who had previously been in the habit of voting there.

Having seen a good many of these persons, and being convinced, by their color and general appearance that they were of negro origin, I felt some curiosity to know how the matter would terminate, and I therefore went with this committee. Having been raised in a slave State, and looking upon the negro as an inferior race to the white, and knowing them to be possessed of no political rights whatever, you may imagine my surprise when on arriving at the place of voting I found these negroes armed and fortified, and headed and encouraged by white men holding high official and social positions in the country.

Before this committee arrived at the place of voting, they halted and held a consultation as to the mode of proceeding. They determined to go peaceably and quietly to the polls, to challenge each and every negro who should offer his vote, and to take every precaution to avoid a collision with the negroes. When we arrived at the place, we halted at the distance of about one hundred yards of the stand; for then we saw the negroes getting into the stables and behind the houses and fences, and making every demonstration indicating that the party would be fired on if they rode any nearer the house. At this, Mr. J. C. Wise, the Sheriff, who was at the house, was sent for, and came out. Mr. Hunter was also sent for, but did not make his appearance. Mr. Wise told the party that it was the determination of the negroes at the house to fire on them if they attempted to approach the polls; but, said he, if you will lay aside all your arms, I'll guarantee you may go safely to the house and not be molested. A very pretty proposition, to be sure! The very idea of a white man laying down his arms to a sable son of Africa, is revolting to the sense of every man carrying within his breast the spirit of a freeman. The party of course declined to accept the hospitality of the negroes on any such disgraceful terms. Upon finding that we would not be allowed to go to the house without running the risk of being most ingloriously shot by these negroes, we deemed it advisable, taking the number of the negroes into consideration, to depart in peace.

I make this communication to you, not as a member of the American party, but as a Democrat, honestly opposed to all illegal voting and to all persons upholding and encouraging the free negro in the exercise of the elective franchise.

Very respectfully, &c., JOHN A. MYERS.

Comments upon the character of this testimony would be idle. The witnesses are citizens of the parish—they are all well known, and are engaged in the various pursuits of life—all able and ready at all times to defend their integrity and honor.

It is well to say, in this connection, that it is a custom with Col. Hunter to deal in brave denials, and to meet such charges as are here made, with the "lie." As this matter is now placed in a specific and tangible form, he can, if he chooses, adopt a mode of vindication which would appear more consistent with an unassumed dignity and an unaffected courage.

The certificates here presented show conclusively that Col. Hunter has banded his fate to free negro suffrage. He is so linked with them, that with them he must sink or swim. Like Macbeth, he is so steeped in crime it is easier for him to go on than to turn back. In all State elections every white man's vote is affected by the free negro vote of Ten-Mile, and it is for the constitutional voters of the State to decide in this election whether or not they will sanction the damning outrage upon their rights and privileges—whether they are willing that free negroes shall become the arbiters of the elections in Louisiana.

Col. Hunter, in vindicating the rights of these free negroes to vote, says that their voting began in 1838, and that the Whig party first voted them. This he has asserted not only in his Richmond speech, but elsewhere.

By this mode of argument he begs the question, for he admits the important fact that the right to vote was not inherent in the people of Ten-Mile, but was assumed by them, and he fixes the time when the assumption began. No one denies that they are natives of the country; being natives, if they were white, the right of suffrage would naturally follow, and the time to exercise which shall begin, is fixed by the constitution.

To say that it is proper for these free negroes now to vote because this or that party commenced it, is worse than a fool's argument—it is the argument of rogues—for, by a parity of reasoning, any other crime, it matters not how monstrous, could be justified.

Party excesses under a state of high political excitement may be excused; it may find a palliation in the passions of the hour, but to attempt a deliberate defence of it when the excitement that produced it has passed away, is but adding insult to injury.

PUGILISTIC.—A prize fight has been arranged to take place between Denis Harrigan and Harry Lazarus, on the 15th day of October next, at some place in Canada, within sixty miles of Buffalo. The stakes are $500 a side. Lazarus is certainly not more than 16 years of age. He gave pugilistic exhibitions here with his father a few years ago, and was then a small boy. He fought and defeated Harrigan about two months ago in Canada.

A CLERGYMAN WITH THEATRICAL ANTECEDENTS.—Mr. Strickland has been preaching in Elmira, N. Y. The Advertiser says: "One of the most thrilling experiences that we ever heard was related by Mr. Strickland last Sabbath evening. The incidents, the language and the elocution held the largest audience in the most rapt attention for over an hour. Mr. and Mrs. Strickland—the well-known Fanny Strickland—after having played successfully in London and other European cities, came to this land. They were fulfilling a professional engagement in Louisville, Ky., when the spirit arrested him.

DESTRUCTIVE FIRE.—On the 18th ult., a fire occurred in St Paul, Minnesota, destroying dwellings and places of business to an amount in value of $25,000. The fire is said to have been the work of an incendiary, and it was also said that the Vigilance Committee had fired on the perpetrator.