New Orleans Daily Crescent.

NEW ORLEANS, FRIDAY MORNING, FEBRUARY 18, 1859.

CHRONOLOGICAL ANNALS.—February 18.

1564—Galileo, the celebrated Italian philosopher, astronomer and mathematician, the celebrated German poet, Schiller, born.

1745—Frederick the Great sends troops to assassinate the Empress Elizabeth, by a Hungarian named Lehengi, who was executed.

1801—Benjamin Franklin died, aged 83. He early became a printer, philosopher, statesman, and diplomatist. Jefferson, Madison and Monroe, were his pupils.

1814—Treaty of peace between the United States and Great Britain ratified by President Madison.

1814—Battle of Montereau, in France; Chateau, Thierry captured by the French, was repulsed and mortally wounded; but Gen. Gerard, the second in command, renewed the combat until 3 P. M., when being reinforced by Bonaparte, the Russians were in turn defeated.

1811—French port of Tamatave, in Madagascar, captured by a British force.

1812—American declaration of non-intercourse with Great Britain.

1818—Louis le Frosts, the Venetian chief, with twenty of his officers, shot by order of the French commander, for their refusal to have their eyes covered. Within the bay action of Malta, between the British frigate Maidstone, Capt. Nanson, and Le Generaux, a French frigate which resulted in the capture of the latter.

1818—Trinidad, another of the West India isles, taken by a British squadron under Sir R. Abercromby, the British squadron under Warren captured one of Aix, eight French vessels, and destroyed a large and a bigger, laden with provisions and stores for the French fleet and army.

1818—Action between British ship Juno, Capt. Wood, and the French privateer schooner, L'Entreprenant, Capt. Vanlerc. The latter was taken, to-gether with a prize which she had captured. Vanlerc was killed.

1777—Col. Hickens, of New Jersey, with a party of Americans, attacked, defeated the British Major Stockton, killing four and took him and fifty-nine of his men.

1821—Charles Pinckney, Minister to Spain, died.

1822—Charles, Duke of Burgundy, died aged 30.

1822—William Phipps died at London, aged 45. He was born at Pemaquid, Maine; was apprenticed to a shepherd, and afterwards went to sea. Hearing of a wreck near Bahama, he gave such an account of it in England, that he was fitted out in 1687 in search for it, but was unsuccessful. The Duke of Albemarle fitted him out a second time, and he succeeded with a treasure of £200,000, of which his share was £18,000. He was subsequently sent over as Governor of Massachusetts, but his administration was short and unpopular.

1827—Several ships of war, etc., lost in a storm off Portland, Maine, the Boxer, on board of which was Commodore Biddle, about shooting with a rifle, when Jos. Hinson, an Irish seaman, asked him what he intended to do? Hinson receive Biddle's blow, and Biddle then threw up his gun to ward off a second blow, when Hinson unslung a loaded rifle and shot Biddle under the right eye, the ball coming out near his back. Hinson then struck Biddle several blows over the head and arms with the barrel of the rifle, and after this drew out his knife and attempted to cut his throat. The second thought to be fatal. Hinson was arrested. The parties had been drinking.

AN OLD TRADITION REVIVED.—The Berlin correspondent of a Paris paper says that "the White Lady (*La Blanche Dame*) has again been seen in the royal palace." This apparition, according to the tradition, is that of an ancestress of the Hohenzolerns (the royal family of Prussia) who only makes her appearance, it is said, to announce the proximate death of one of the royal family. This last visitation of the ghostly lady is reported to have been first seen by Mlle de Galitz, a maid of honor to the Princess Frederick Charles. At any rate, measures have been taken to discover and punish the author of this miserable practical joke, for it is regarded as a masquerading freile of some silly or evil-disposed person.

DISGRACEFUL AFFAIR.—On the 31st ult., at Greenville, Ky., being Mahlenburg county court day, the county court judge, W. G. Jones, was publicly caned by Alfred Johnston, his uncle by marriage. Mr. Jones was once doorkeeper of the House of Representatives, but now fills his judicial position for the second time, by the votes of the Democracy. He married a niece of the wife of his castigator, and an attempt upon the honor of his wife's aunt was the grave offence charged by Mr. Johnston upon Jones, which led to the disgraceful chastisement inflicted upon the county judge by a relative.

AN INTERESTING RELIC.—The Hong-Kong correspondent of the Philadelphia *Ledger* writes: The Englishman-of-war, on board of which Mr. Francis Key wrote the undying lines of the "Star Spangled Banner," while a prisoner on her decks, and while she, among others, was engaged in the attack upon Baltimore, is now permanently moored in this port.

A FUNNY MAN'S SALARY.—Dan Rice, the clown, now at Niblo's theatre, New York, gets a salary of $400 per week, and with his family lives in style at the St Nicholas Hotel.

THE GIRLS ON A STRIKE.—The spinning girls of the Laurel factories were on a "strike" at last accounts. Efforts were being made to procure fresh hands from the country.

Southern Pacific Railroad Company.

MARSHALL, Texas, Feb. 7, 1859.

To the Editor of the Texas Republican.—In order that the stockholders in this Company may more clearly understand its true position, and in order to correct misstatements made by the editor of the Harrison Flag, in his last issue, I beg leave to lay before you some additional facts, in relation to the controversy between the Old and New Southern Pacific Railroad Companies. Col. Todd, the Vice-President, and myself, at the request of the President, Dr. Fowlkes, left New Orleans, and reached this place on Monday, the 16th day of January. The object of our mission being to obtain a statement of the accounts of our creditors, in order that we might be prepared on the ensuing Saturday, the 15th inst., to meet the terms of the award. On Tuesday, the 11th inst., I had an interview with Mr. J. Marshall, chairman of the Committee of Arbitration, and told him the object of our visit, and asked him to present to us, as soon as possible, an account of the debts claimed, in order that we might examine the same, so as to be able to act understandingly in the whole matter. I also stated to him my entire willingness and anxiety to appear before the committee, at any and all times, and to give them information relative to stock issues, and every other matter connected with the business of the Company.

Mr. Marshall informed me that he had made repeated applications at the office of the New Company, but had not been able to obtain such lists, and that he would again apply for the same. I stated distinctly to Mr. Marshall, that we were desirous of avoiding any delay in the settlement of the claims of our creditors. On the 13th and 14th inst., I again saw Mr. Marshall, who informed me that he had not received any of the accounts asked for. On the 15th inst., the day appointed under the award for the first payment, I was again informed by Mr. Marshall that the accounts had not yet been furnished to him, as he had so repeatedly requested.

Mr. Marshall stated that he had, at some previous time, called at the office of the New Company, with Mr. G. G. Gregg, who was also a member of the Committee of Arbitration, and earnestly requested a copy of the different accounts of our creditors, and the items of each. On the evening of the 15th inst., F. Gorin of Kentucky, the Hon. Jeremiah Morton of Virginia, James Crutcher of Kentucky, and Gen. R. V. Richardson of Tennessee; these gentlemen being representatives of the stockholders of those and other States, arrived here, stating that Dr. Fowlkes, the President of the Company, would be here on Saturday, the 15th inst., unless unavoidably detained by some accident.

Dr. Fowlkes had placed in the hands of these gentlemen about $22,000, to divide the necessary risk to be incurred in the transportation of the money, intending to bring the balance of the funds himself.

On the evening of the 15th Dr. Fowlkes not having arrived, in consequence of being detained by fog on the river, the Committee met and Arbitrators still not having received the items of each account, as claimed in the general list of $327,000, requested that we would give them substantial evidence of our ability and disposition to comply with the award. The friends of our Company, consisting of some of our stockholders, agents and directors, united in the making of three notes, at thirty, sixty and ninety days, amounting, in the aggregate, to about $61,000, which, with the cash, $22,000, were exhibited to the committee as an evidence of our good faith, and desire to settle with our creditors. It has been strongly urged that several parties who joined in these notes were irresponsible; but the fact has been withheld, that the united property of two or three of the signers represented more than half a million of dollars. The notes were given at those dates in order that if Dr. Fowlkes should be prevented from reaching Marshall at all, by any river casualty, such as explosion, fire, or otherwise, that they, the makers, might be able to meet their notes at maturity; as it was distinctly stated, that the notes must be met under any circumstances; for they would rather lose their whole interest in the road, than that their notes should go to protest.

This may be considered as an act of over caution, on the part of some of these signers to the aforesaid notes; but when rightly considered, it should be the strongest possible evidence that these notes were not to be considered a mere matter of form, but given with the intention of promptly meeting them at maturity, in case the property passed into the hands of the creditors of the Old Company. The tender of $22,000 in cash, consisting of coin, bank notes and certificates of deposit, with the above named notes, was considered by the committee as exempting us from any forfeiture under the award. We took, at that time, the ground which we still maintain, that we were not compelled to make any tender until the actual amount of the bona fide claims had been adjudicated and reported upon by the committe. We, however, made the tender to the committee, at the suggestion of some of its members, in order that our creditors, and the public might be satisfied with our good faith. On Sunday evening, the 16th inst., Dr. Fowlkes, the President, arrived, having his funds with him. In consequence of the numerous efforts made by our opponents, to prevent the raising of the money from our stockholders or capitalists, by declarations, that even if the whole of the money was raised, and the debts of the Company were paid, and in consequence of the declarations contained in a widely disseminated pamphlet, written by some of the officers in the New Company, which plainly intimated that the road would not be given up under any circumstances, and in consequence of the declarations, that the Governor had declared his intention to prosecute the suit of the State against the Company, for forfeiture of its charter to the end, the stockholders at their different conventions, had plainly signified to the President their wishes, that no payment should be made on account of the award, but that the whole amount ascertained to be due should be paid at the same time, and then, only upon surrender of the road. Our President, therefore, rightly considered all the funds placed in his hands by the stockholders, as a trust fund, not to be used, unless the conditions upon which it was so placed in his hands, were complied with.

A large amount of forfeited stock, to the amount of 100,000 dollars, was sold for good paper; said paper to be used only on the same conditions. A further amount of 132,000 dollars of surrendered and forfeited stock had also been arranged for, which, had our propositions been accepted and the road been delivered into our hands, would have entirely freed the Company from debt. As per following recapitulations:

Debts taken up and arranged as a part of the $27,000 dollars claimed, coin, bank notes, bank and individual ship-checks	$180,000
Stock sold for good paper	100,000
Amount further arranged, if all the difficulties had been adjusted and the road surrendered	132,000
Making a total of	$412,000

Which would have entirely relieved the Company from all its debts and embarrassments. A contract had also been made by the President (who acted by authority of the Board of Directors), with good and responsible parties, for the construction of an additional fifty miles of the road, in the year 1859. It must be remembered, however, that the use of the money and the paper, and the fulfillment of the contract, depended entirely upon the removal of the difficulties and getting possession of the road.

We return to the Committee of Arbitration. I understand that the first impression of a majority of the committee was, that they were not competled to look into the justness of the claims in detail, but that the whole amount of 327,000 dollars should be considered to be the amount due, and to be paid under the award. But upon reflection, and consideration of the arguments offered by other members of the committee, that it was their duty to judge of the bona-fide character of such claims, they decided that the individual accounts should be submitted to us for investigation, and for the purpose of allowing us to introduce offsets or make correction of errors, if any should be discovered. By mutual agreement between the two Companies, a committee of two persons from each Company was appointed by the Committee of Arbitration. The committee on the part of the New Company to present their individual claims, and the committee on the part of the Old Company to examine the same and adjust calculations of interest and footings of the accounts, and also to annex to such claims an account of the sum or sums with which these parties might be debited on the books of the Old Company, and which had not been credited in the accounts rendered. This committee of four persons were not to be considered as an Auditing Committee, with power to decide upon the merits or validity of the claims presented, but merely as competent clerks to place the accounts before the Committee of Arbitration in an intelligible and business-like form.

All the claims presented were examined and returned to the Committee of Arbitration, to be finally decided upon by them after hearing the objections of our President and his counsel.

By the direction of our President, in order to enable him to know how, when and why, to make his objections, I called upon W. R. D. Ward, late subTreasurer, to render his official accounts of moneys received and expended by him, and also upon E. A. Blanch, late Chief Engineer, for his accounts as such officer. Notwithstanding personal requests, repeatedly made, and written applications to them, they declined complying; they have not furnished, either to this Company or to the Committee of Arbitration, the particulars so asked for, even to the present time. On Thursday, the 27th inst., I appeared before the Committee of Arbitration in person and stated to them the utter impossibility of ascertaining the true amount of the *bonafide* indebtedness of our Company, without the accounts, with the proper vouchers of those gentlemen being submitted to us. Mr. Marshall, the chairman of the committee, admitted the reasonableness of the request, but stated their inability to compel the production of those accounts, and said they would be compelled to get along without them as they best could.

On Friday, the 28th inst., the Committee made an award:

Debts as approved by them	$228,298 96
Debts considered good, but not coming under the award	20,933 26
Debts due Texas and interest	26,468 32
Total	$275,700 54

A note was appended to said award, which in substance stated that the amount of 40,000 dollars of debts paid by the New Company, under the sale under the deed of trust, was not included in the above amount.

This award was delivered to our President at ten minutes before 3 o'clock the same afternoon, and requesting him to file any written objections which he might have, the next morning by 10 o'clock. At the hour of 10 the next morning, the President with his counsel attended, having filed objections to most of the accounts, which were handed in to the committee that morning, previous to their meeting. The President stated that there were glaring errors in some of the accounts, stating that he could be able to prove that some accounts were charged twice over. The committee at once admitted that a portion of the 40,000 dollars above alluded to, had been charged in other accounts, and that their attention had been called to the same by Mr. Grant, and that they had discovered errors as pointed out by him to the amount of $22,000. Further errors in the propriety of the award were also proven, to-wit, in the claim of H. Wickland, who was prosecuting a suit against the Company, and also in the claim of J. E. and J. S. Brown, a portion of which claim, to-wit, about $20,000 was shown to be owned by other parties by assignment, and who had served legal notice upon our Company, not to pay over the amount to J. E. & J. S. Brown.

The discovery of these glaring errors in the short space of one hour after the appearance of the President and his counsel, amounting to upwards of $50,000, induced the committee to request of the President the surrender of the original of the award which was furnished him, and also of a copy of the same which had been taken at the office of the Company. The President of the Company, when requested by Mr. J. M. Waskom, one of the committee, to give up the copy of the award, replied, "at the proper time you shall have it." Mr. Waskom remarked, that he did not wish his name to go before the community as signing a document, in which such great errors had been discovered in a few hours. About this time the President and his counsel were requested to retire, which they did. The President proceeded to an adjoining room, in which room were present Gen. Richardson, myself and others. Mr. Waskom followed immediately after, and again requested the President to return to him the copy of the award which he had, the original being already in the possession of the committee, stating his object to be to make out another award, correcting all errors. The President replied, "if that is your object, and you will pledge yourself that we shall be heard upon all the accounts to which we have filed objections, I will surrender it to you."

"I agree to that, said Mr. Waskom; and the President then surrendered the copy of the award. As Mr. Waskom turned to leave the room, I stepped forward and said, "in order that there shall be no misunderstanding upon this subject, I wish you distinctly to state to me, whether we are to be heard on *each and all* of these claims we may object to?" He replied, "*certainly, certainly*—you shall be *heard* and *reheard* until you are satisfied." He then left the room. We, with our Counsel, remained in a room directly opposite to the committee room the rest of the day, prepared, and expecting to be summoned by the committee, to go on with our objections to other accounts. We were not summoned, or offered the opportunity of doing so, in accordance with the pledge of Mr. Waskom. But the committee proceeded to make a second award, amounting to $148,984 30 (*only a difference of* $79,314 60, between this and their first award) adding thereto a suspended list of $85,017 84, for proof to sustain the exceptions thereto, till 11 o'clock A. M., on the 7th day of February 1859. It may not be amiss here to state, that there was an error of 10,000 dollars in this second award, in the addition; making a difference between this and the first award, of nearly 90,000 dollars on the amount, of which one-third was to be paid.

The committee, in this second award, state, in substance, that unless the sum of one-third of the amount, as stated by them at $148,984 30 to-wit, the sum of $49,661 36, be paid to them by the hour of 8 o'clock, P. M., instant, that they, the committee, "*beg leave to tender their resignation and ask to be discharged from the further consideration of the subject.*" The President being compelled to act promptly upon the subject, and being greatly disappointed that the committee had not redeemed their pledge, made through Mr. J. M. Waskom, and believing the committee anxious to get rid of the responsibility entrusted to them, and believing that the second award would be considered a basis of compromise, with the New Company, addressed a note to the committee, which was delivered to them a few minutes before 8 o'clock, P. M., stating at its conclusion, "that your resignation is accepted, and you are discharged from any further consideration of the matters submitted to you, in accordance with your request."

Notwithstanding the tendered resignation of the committee, and notwithstanding the acceptance of the same, and their discharge from any further consideration of the subject in compliance with their own request, the committee proceeded to make a *third award*, declaring a forfeiture of all our rights and privileges, etc., in consequence of our not having complied with the terms of their award.

We know not what explanation Mr. J. M. Waskom may be able to furnish, for the violation of his sacred pledge to the President and myself, that our objections should be heard upon every account, and stating in his emphatic language, that "we should be heard and re-heard, till we were satisfied." But I must confess, that I was utterly astounded when I received the intelligence of the second award being made, without the redemption of his pledge, which *I considered a sacred pledge of honor.*

It had been expressly declared by the Committee of Arbitration to our attorneys, who had repeatedly appeared before them, that we should be heard upon all the claims to which we might wish to make objections. How this promise was redeemed, the foregoing statement will show.

I will here state that there were judgments and executions, under which the property was advertised to be sold on Tuesday, the 1st day of February, to the amount of over $30,000, and I am entirely satisfied in my own mind, that if we had parted with all our cash funds, that the road would have been sold for cash, under the advertisements for sale under executions and levy, which were to take place on that day. The President of our Company, under the exercise of what we considered sound discretion, determined not to leave ourselves to *the tender mercies of our opponents*, and was prepared to purchase the road if sold under any of the judgments, executions, or levies, as alluded to above. On the day of sale, an injunction or stay of sale was procured by the New Company, on all the executions and levies, upon which the road was advertised to be sold. The law of the State of Texas, of December 19th, 1857, authorizes, whenever judgments are rendered against a railroad company, in substance, the party, in whose favor such judgment is obtained, may have execution thereon directed to the sheriff of that county in which the principal office of the company is kept. And if the said company fail to point out other property to satisfy said execution, said sheriff may, at the request of the plaintiff, levy the same upon the road bed, track, franchises, and chartered powers and privileges of said company, and said levy shall be held to embrace the whole road bed, track, and entire line of said railroad, whether situated in said county or not. And he shall proceed to advertise and sell the same at the court-house door of his county, as in other cases, making the same advertisement as is provided by law in cases of the sale of lands; and upon said sale, shall execute to the purchasers a conveyance of the said road bed, track, franchises, and chartered powers, rights and privileges. Hence, will be perceived the necessity of preventing our opponents from coming into possession of any rights and privileges, to be obtained from the sheriff, under his deed of conveyance, *at that or any other future time.*

If the statements made by Maj. Blanch, late Chief Engineer, to the President of the Company, are correct, namely, that the whole cost of the last ten miles has been but $227,000, then there is a very large deficiency, say, over $130,000 in expenditures, wholly unaccounted for; and this deficiency can never be explained or accounted for, without the detailed statements of W. R. D. Ward, late Sub-Treasurer, and E. A. Blanch, late Chief Engineer. To illustrate this, let us take the position of the Company on the 1st of April, 1857. At that time Maj. Blanch had rendered an account of every dollar of debt due in Texas, amounting to about $21,000, which was paid him in cash at New Orleans. This amount, however, did not include some $10,000 of debts previously reported by Maj. Blanch to the New York office, which he presumed would be settled there. We find, by reference to the New Orleans books, that the construction account of the road was charged with the sum of $159,176 87, exclusive of the cost of the iron, and not a dollar is charged to this account, but what is justly chargeable to construction account. If we take the total amount of debts in Texas incurred since the 1st of April, 1857, at $375,000, it would make the total amount of $534,175 87. From this amount is to be deducted, and which should not properly go into the construction account, and be considered as an actual expense for the construction of the road, the sum of $112,333, made up of amounts allowed for relinquishment of contracts, bonuses to save the charter, exchange of stock into money debts, etc., and a further deduction of $45,000, expended for freight of iron, cost of locomotive, etc., leaving the sum of $376,842 87, as the actual cost of grading and cross-tying the last ten miles of the road, exclusive entirely of the cost of the iron, and making a cost of over $37,000 a mile.

Presuming that our stockholders and the public are acquainted with the nature of the proposition made by our President to the New Company, I will briefly re-state the nature of said proposition:

1st. To suspend the payment of half of Brown's debt, admitting its justice, until ownership be determined between claimants.

2d. The suspension for individual adjustment, claims of W. P. Hill and others.

3d. To add to committee's approved list of $138,984 40, the sum of $22,485 56, being a total of $161,419 96, as the amount to be paid on claims on first list; and the parties not excluded in item No. 2 above.

4th. To pay $50,000 in cash, upon that amount, half when the remainder on the 15th of March, balance on the 15th of May next.

5th. To refer the claims of Hill and others to the Hon. Judge Frazer, for proof and final decision, and whatever may be found due, to be paid in four months from his decision.

6th. To pay off all judgments and all small debts due in Texas, to progress with the road, buying cars, locomotive and iron, to complete the road promptly to Marshall.

7th. To remove all prior liens, and pledge road and property and franchises, for payment, with power of sale on default, sixty days after maturity of last payment in New Orleans.

8th. The New Company to deliver the road in trust to G. G. Gregg, J. Marshall, Dr. Evans, Dr. Adams, and S. R. Perry, to be delivered up to us upon final payment, or back to you, upon failure by us to pay as per seventh article in our proposition.

9th. To give the following endorsements:

R. V. Richardson	$16,000
F. Gorin	14,000
J. M. Clowell	10,000
T. H. Wiley	10,000
C. S. Todd	10,000

10th. To reserve right in thirty days to give cash or New Orleans acceptances, approved by McElroy & Bradford, and Scott, Williams & Co., having not over eight months to run to maturity, at current rates of discount in that market.

11th. To avoid all trouble, etc., to compromise the debts to Hill, etc., at half, and include the half in the last two payments.

As an evidence of the manner in which some of the claims were swelled up and passed by the Committee of Arbitration, I give the following facts: Messrs. W. T. Scott and M. J. Hall were authorized by the Board of Directors to pay, or raise for, H. Wickland the sum of twelve hundred and fifty dollars. It appears, by their accounts rendered, that these gentlemen each furnished their note or acceptance for six hundred and twenty-five dollars. They charged 12 per cent. interest from the day the notes were dated, instead of charging interest from the *maturity* of the notes. Mr. Wickland, in his account as rendered to this Company, acknowledges the receipt of the above $1,200, but charges the company with discount at 3 per cent. a month, brokerage and commissions amounting to some ninety dollars, thereby making the company to pay interest on the above loan of $1,200 at the rate of nearly 40 per cent. per annum.

I have confined myself in the above statements, to a simple declaration of facts, as I know them to exist, leaving the stockholders and the public to draw such inferences, and form such conclusions, as the circumstances of the case and their judgment may justify.

In order that the stockholders and the public may be satisfied on the subject of stock issued, I annex the following letter addressed to the President by the Secretary, and a very competent accountant, in reference to the same.

EDWIN POST,
Ass't Vice-President S. P. R. R. Co.

OFFICE SOUTHERN PACIFIC R. R. Co.,
Marshall, Tex., Feb. 4, 1859.

Dr. J. Fowlkes, President:

Dear Sir—We have been for many months engaged in making thorough and searching examinations of the issue of stock by this Company. In this examination we have traced out upwards of fifteen thousand certificates of stock, being nearly the whole number of issues, and have found the stock books of the Company correct, with the exception of slight clerical errors. And we have not found the slightest evidence of over issues or issue of spurious stock.

Yours, very respectfully,
D. C. WILDER, Sec. S. P. R. R. Co.
A. T. SMITH, Accountant.

Thirty-Fifth Congress—Second Session.

WASHINGTON, Feb. 10.—*Senate.*—Vice President Breckenridge called the Senate to order, he having returned to the city.

A communication was received from the Secretary of War, giving information as to the proprietary rights of British subjects in the Territories of Washington and Oregon. Referred.

House resolution allowing Capt. M. F. Maury and Prof. A. D. Bache to receive gold medals from the Sardinian Government was agreed to.

Mr. Hale said he should not vote against this resolution, because there were too many precedents against it; but he was opposed to the practice of permitting Americans to receive medals and snuff-boxes from foreign Governments. The practice of taking snuff was bad enough—that of taking snuff-boxes was still worse.

Mr. Broderick gave notice that he intended to call up the Homestead bill at the earliest possible moment.

Senators Wade, Johnson and Broderick presented petitions for its passage.

Mr. Green, from the Committee on Territories, reported adversely against the petition of Messrs. O'Reilly, Speed and Shaffer, who asked means to construct a telegraph line to the Pacific.

Mr. Yulee, from the Committee on the Post-Office and Post Roads, reported a bill for the transportation of the mails between Havana, Key West, and Charleston, S. C.

The special order—the bill for the acquisition of Cuba—was postponed, and the reverse resolutions were taken up, and Mr. Clingman spoke upon the resolutions.

He declared himself in favor of free trade and against a high tariff, which, experience had showed, always produced low prices. He opposed protection, and thought any branch of industry which could not sustain itself had no right to fall. He referred to the expenditures of Government, and advocated retrenchment and reform.

Mr. Simmons replied to the argument of Mr. Toombs, and spoke in favor of a system of duties so as to protect our own industry. He would go with him for reducing expenditures to reasonable limits. It could not be possible that the debt had increased legitimately during the last 16 years from forty to nearly eighty millions of dollars. He differed from the President on the mode of levying duties; he preferred an *ad valorem* system of from 20 to 25 per cent. He advocated the abolition of the franking privilege as one means of a reduction of expenses.

Mr. Hunter obtained the floor, when the subject was postponed until to-morrow.

Mr. Slidell moved to take up the Cuban bill, and it was taken up.

Mr. Foot offered an amendment, that the treaty should be ratified by the United States, as well as by Spain, before any part of the money was paid. He wished the subject, after the negotiations had been concluded, to be acted upon by the Congress of the United States before any money should be expended.

Mr. Pugh gave notice of an amendment restricting the amount to be paid for Cuba to one hundred and fifty millions. He adverted the acquisition of Cuba as the key to the Gulf of Mexico, and alluded to its importance. Mr. Hunter replied. He answered objections, and declared that the European system of dictation by one sovereign to another should never be suffered to extend to this continent. He also denounced the Clayton-Bulwer treaty.

Mr. Benjamin obtained the floor, and the Senate adjourned.

House.—Mr. Stephens, of Georgia, reported the bill for the admission of Oregon. He said that the constitution was republican in form, and nothing need be said upon that point. In regard to the important matter of population he would state that no census had been taken since 1855, when the population was 43,472, but if the increase had been at the rate from 1850 to 1855, the population now must be about 130,000. He would not say it was that amount, but he felt perfectly certain it must exceed the number required for a representative in Congress. He also went into an examination of the returns of taxable property, to show that the population must be sufficiently large to justify her admission as a State.

Mr. Howard, of Michigan, asked what was the last vote.

Mr. Grow said 10,121.

Mr. Howard said if Oregon had the population claimed by the gentleman from Georgia, the voters must be very lazy.

Mr. Grow said there was another point to which he wished to refer. The constitution of Oregon was not in accordance with the Constitution of the United States, inasmuch as it provided that men recognized as citizens in some of the States of the Union could not sue in the State Courts. He never would vote to admit any State which excluded citizens born on American soil from the courts of justice, and he knew of no other State in the Union which shut the doors of justice on any one. For these reasons he opposed the admission of Oregon at this time.

After some further discussion, the House went into Committee of the Whole, and took a recess till 7 P. M.

Evening Session.—Mr. Keim made a speech in favor of the protection of coal and iron.

Mr. Taylor, of Louisiana, spoke in favor of the acquisition of Cuba.

Mr. Abbott spoke against the acquisition of Cuba and against the repeal of the fishing bounties law.

Messrs. J. Jackson and Farnsworth spoke on the subject of party politics.

After other speeches, the House adjourned.

NOT A VERY HOPEFUL CONVERT.—A cruel robbery was perpetrated at Father Mason's prayer meeting, at the corner of North and Ferry streets, on Tuesday noon. A young man was in attendance at the meeting, and apparently was deeply interested in the religious exercises. He sat immediately behind the venerable Deacon Lewis Wilden, and during the singing looked over the deacon's hymn-book. In the midst of the service he called the deacon to the door and informed him that he had been a great sinner, but then felt himself to be under conviction. He was desirous, he said, of returning from his sinful ways, and asked to have the way to salvation pointed out to him. The good old man was naturally interested in the case of the young convert, and addressed to him some pious counsel. But, alas! for the depravity of the human heart. The young man asked what time it was, and the unsuspecting deacon had no sooner removed his watch from his pocket than it was snatched from his hands, and the thief was on his way down stairs. The deacon started in pursuit and ran down North street, crying "stop thief," his white locks streaming in the wind, but the hypocritical rascal proved the swiftest of foot, and turning down into Camp street was soon lost to view.

[Boston Herald.

TOUGH STORY.—The following is from the Dubuque Times, it is thrilling and tough:

Day before yesterday, as Henry Fredeau, a citizen of Dubuque, with two young ladies, was riding on the ice a mile or two above Eagle Point, in a cutter drawn by a span of the fleetest horses in town, and were just at the point where Wisconsin Lake intercepts the main river, and were going at the spanking rate of ten miles an hour, Mr. F. saw within a rod or two ahead of them an open space of clear water. There was no room for calculation, hardly for thought, the danger was so near. As if impelled by an instinct higher than reason, he gathered the reins more closely in his hands and struck them to the rear, when the spirited horses, with one mighty effort, bounded over the chasm, and the party were saved. Mr. F., with some friends, a short time afterwards, measured the place he had so providentially crossed, and found it over thirteen feet wide!

The lady who knit her hose has commenced a pair of socks.

JOHNSTON & TURNER.

GREAT EMPORIUM!

HATS! HATS!! HATS!!!

—AND—

CAPS! CAPS!! CAPS!!!

FOR THE MILLION!

WHOLESALE AND RETAIL.

JOHNSTON & TURNER,

UNDER THE ST. CHARLES HOTEL,

On St. Charles Street,

Near the FRONT ENTRANCE,

—Have just opened—

THE GREATEST STOCK

—OF—

HATS AND CAPS

EVER BROUGHT TO THIS CITY!

They have, something in that line to suit the taste of

EVERYBODY,

MAN, BOY OR CHILD!

Whether it be to Work or to Visit in—for Fair Weather or Foul—for Peace or for War—for

HUNTING, BATHING, OR COURTING!!

All demands made upon their Stock is sure to meet with a ready response.

To show their customers the great variety kept, they will enumerate to a moderate extent. They will first call attention to their stock of

GENTLEMEN'S DRESS HATS,

Consisting of the different varieties of

FRENCH CASSIMERE—Latest Style,

AMERICAN CASSIMERE—Latest Style,

FRENCH FUR—Latest Style.

AMERICAN FUR—Latest Style.

FRENCH SILK—Latest Style.

AMERICAN SILK—Latest Style.

—ALSO—

All of the above-named qualities of the

NEW ORLEANS CREOLE STYLE!

which is not to be SURPASSED by anything ever produced

They have on hand also a very large stock of

FELT HATS,

being all the varieties of—

SOFT BEAVER HATS, with Low Crown or High, to suit the taste.

Fine French Fur MALAKOFFS and SEDANS, with Broad or Narrow Brims.

Fine Black and Colored French, English and American FUR HATS—Broad or Narrow Brim—High or Low Crown.

BENGAL PLAIDS of French, English or American manufacture.

AMERICAN FUR HATS of all qualities.

WOOL HATS at all prices.

They also have the following described kinds of

GENTLEMEN'S YOUTHS' AND BOYS

CAPS:

SCOTCH BONNETS, YORKSHIRE CASSIMERE, French Cassimere and Cloth, English and American do.

Oil Silk CAPS and CAP COVERS—Plaid, Black and Colored Silk.

Black, Blue and Brown Silk Velvet CAPS—All patterns.

United States Army and Regulation CAPS.

FANCY CAPS, with Plumes—for Children.

Common Cloth and Velvet CAPS, for Servants, etc., etc.

FOR THE LADIES

—They have—

RIDING HATS

In the following variety:

EMPRESS EUGENIA, BEAVER, with Magnificent Ostrich Plumes.

Rich Black and Colored HATS, with Plumes to suit.

American Ladies' HATS, with Eagle Plumes.

Besides the above named Goods, they have a fine assortment of—

UMBRELLAS AND CANES,

Of all Descriptions of French, English and American manufacture.

FINE LEATHER HAT BOXES.

HAT AND COAT BRUSHES,

And last, though not least, a SPLENDID ARTICLE of

FURRED GLOVES

—And—

GAUNTLETS,

—For—

PILOTS AND EQUESTRIANS!

—Also—

RIDING AND HUNTING WHIPS.

LADIES' RIDING WHIPS, with Magnificent Gold Heads.
GENTLEMEN'S RIDING AND HUNTING WHIPS, with Gold Heads, and splendidly mounted with fine Ivory Carvings, etc.
FINELY MOUNTED COACH WHIPS, with Gold, Silver and Ivory Mountings.

The prices for all these Goods are at as low a figure as they can be bought anywhere in the Southwest, and all articles are warranted good.

JOHNSTON & TURNER,

St. Charles Hat Emporium,

Under the Hotel.

n8 2p6m

SUPERIOR PEACH BRANDY—25 bbls. superior old Virginia Peach Brandy, in store and for sale by
ja22 SE. JONES & CO., 21 Gravier street.

REMOVAL—JOHN E. HYDE & CO. HAVE REmoved to No. 90 GRAVIER STREET, between Camp and St. Charles streets. n2tf

TO ARRIVE PER SHIP PEPPERELL from Bordeaux—
22 quarter pipes Rochelle Brandy—"Lancel"—4th proof.
16 eighths " " "
30 casks Claret, for family use.
140 cases Dry Prunes, in jars of different shapes and cartons.
For sale by S. D. GRATIAN & CO.,
ja31 20 Customhouse street.

TO COUNTRY MERCHANTS—JUST RECEIVed on consignment from the manufacturers—
50 cases OAK TANNED RUSSETS, Double Back and Revitals.
20 cases LADIES' FINE SHOES assorted.
65 cases Men's Boys' and Youths' BROGANS.
Which will be sold very low by
ws15 tf J. R. VALENTINE & CO., 51 Common st.

FOR SALE.

FOR SALE—60 ACRES HEAVY TIMBERED Fine Lands, which is within 4 miles of Mandeville and 2 miles of steamboat navigation to the city; has good dwelling, new kitchen, stables, servants' house, a good garden, and a well of excellent water, fruit-trees, shrubbery, etc.; all improvements good. The place is high and healthy—a desirable retreat from the city. For terms, which will be reasonable, apply to
CUTLER, HARRISON & CO.
New Orleans, Feb. 16, 1859. fe16 2m

FOR SALE—THE FURNITURE AND FIXTURES for a Boarding-House, together with the unexpired lease of the premises, which are beautifully located in the most pleasant and desirable portion of the city, within a short walk of Canal street. The house is large and airy, and everything in it was purchased new a few months since. The establishment is liberally patronized.
☞ For further particulars apply to F. A. BARTLETT, at this office. fe15 tf

FOR SALE—THE SPLENDID BALTIMORE built schooner H. W. FLY, 182 tons register, capacity about 1800 barrels, 3 years old, and in fine order for sea. For terms, apply to
GEO. W. HYNSON & CO., 82 Camp street.
fe16

FOR SALE—A TWO-STORY FRAME DWELLing House on Seventh street, between Prytania and Nayades. The lots measure 62 feet front on Seventh street, by a depth of 125 feet. The place is leased at $55 per month until 31st October next. For terms, etc., apply at the Bank of New Orleans. fe11 3m

FOR SALE—THE SUPERIOR FAST SAILing buck SERAPINA, 249 tons burthen, capacity 2000 barrels flour; sails in good order, part new; copper-fastened and newly coppered; now ready for cargo. For terms, apply to
GEO. W. HYNSON & CO.,
fe10 82 Camp street.

FOR SALE—AN A No. 1 WOMAN, dark girl, general servant. Apply to plantation seamstress and good
MANDEVILLE & McILHENNY.
fe8 10t

FOR SALE—THE AT BALTIMORE CLIPper-built schooner W. L. MONTAGUE, 164 tons burthen; capacity 1400 barrels; sails very fast, and in fine order for any voyage. For terms, apply to
GEO. W. HYNSON & CO.,
fe4 82 Camp street.

FOR SALE—A FINE HORSE, WAGON, and Harness. Apply at HIRAM KING'S Stable, Baronne, between Common and Gravier streets.
ja22 tf

FOR SALE—1360 ACRES OF SUPERIOR COTTON LAND, lying on the Yazoo river, about three miles below Greenwood—about 150 acres cleared and 400 deadened. This land is above the high water of last year. For terms, apply to WARD & JONAS,
ja20 1m 100 Gravier Street.

FOR SALE OR EXCHANGE—THE VERANDA HOTEL, New Orleans.
The beautiful establishment is for sale, or the owner would exchange it for property in the country. The subscriber wishes to retire on account of impaired health. Persons wishing to purchase one of the most desirable places in this city, can do so on long credit. Possession given whenever required. Apply to
JOHN T. JEFFRIES,
ja12 1m Veranda Hotel, New Orleans, La.

JUST ARRIVED, WITH A CHOICE LOT OF VIRGINIA NEGROES, consisting of Plantation Hands, Blacksmiths, Carpenters, and House Servants, and will be receiving further supplies during the season of the best Negroes that can be bought in the Virginia and Carolina markets, which I offer for sale on the most reasonable terms, for cash or approved paper.
☞ Office, corner of Esplanade and Chartres streets, New Orleans.
n18 6m&W JOHN B. SMITH.

NEGROES FOR SALE.
I have just received ONE HUNDRED LIKELY NEGROES from Virginia and Maryland, among them some good Blacksmiths, Cooks, Washers and Ironers, all of which are for sale on accommodating terms, for cash