To settle these controversies we have obtained from the revenue department at Washington a certified copy of the act, which we append below. We trust that the many correspondents who have addressed us on the subject will preserve this issue carefully, and refer to it in their future difficulties."

AN ACT to Provide for the Exemption of Cotton from Internal Tax.

Be it enacted by the Senate and House of Representatives in Congress assembled, That all cotton grown in the United States after the year eighteen hundred and sixty-seven shall be exempt from internal tax; and cotton imported from foreign countries, on and after November first, eighteen hundred and sixty-eight, shall be exempt from duty.

Approved, February 3, 1868.

Cattle Market.

CITY OF JEFFERSON, July 9, 1868.

Arrived yesterday—100 Texas Beeves, 122 Calves and Yearlings. Sold yesterday—696 Texas Beeves, 51 Calves and Yearlings, 13 Hogs and 5 Milch Cows. Stock on sale—437 Texas Beeves, 726 Calves and Yearlings, 149 Hogs, 385 Sheep and 20 Milch Cows. We quote:

Texas Beeves, corn fed, choice, ℔ lb net	— @ — —
Texas Beeves, corn fed, 2d quality, ℔ head	— @ —
Texas Beeves, 1st quality, ℔ head	25 00@ 30 00
Texas Cattle, 2d quality, ℔ head	15 00@ 20 00
Texas Cattle, 3d quality, ℔ head	10 00@ 12 00
Hogs ℔ lb gross	— 5@ — 10
Stock Hogs, ℔ lb gross	— @ —
Sheep, first quality, ℔ head	— @ 6 00
Sheep, second quality, ℔ head	— @ 3 00
Sheep, third quality, ℔ head	— @125 00
Milch Cows, choice, ℔ head	— @100 00
Milch Cows, first quality, ℔ head	80 00@100 00
Texas Cows with Calves	— @ — —
Yearlings, ℔ head	4 00@ 8 00
Calves, ℔ head	4 00@ 7 00
Goats ℔ head	1 50@ 4 00

New Orleans, Opelousas and Great Western Railroad.

OFFICE N. O., O. AND G. W. RAILROAD CO., New Orleans, June 6, 1868.

The New Orleans, Opelousas and Great Western Railroad Company, desiring that a connection shall be formed between their present terminus at Berwick's Bay and the Houston and New Orleans Railroad, which terminates at the Sabine river, and which when completed (the distance being 163 miles) will connect New Orleans with almost the entire railroad system of Texas, the president and directors of said company, therefore, propose to such party or parties as may undertake to fill up such gap the following terms and conditions, to-wit:

1. Will lease the right of way and the franchises now possessed by said company from their present terminus at Berwick's Bay to the town of Vermilionville, the grading of which is almost entirely completed for these sixty-three miles, and will, at the same time, lease the right under their charter to build the branch railroad from Vermilionville to the Sabine river, at or near Orange, the same having been already located by resolution of the board of directors. The distance between these points is 100 miles. The company reserving to itself the right of way and transportation on payment of proportionate freights and passage money from the present terminus of the road to any extension towards Opelousas of its road beyond Vermilionville.

2. The said lease to continue for a term of years to be agreed upon between the company and the lessees. At the end of the lease the property to be valued by disinterested parties, the railroad company to select three and the lessees three, the two, if need be, to call in an umpire, whose decision will be final. The railroad company reserving the right to purchase said property at such valuation, but if not then promptly paid for by said company the lease to be extended for a further term of years, and so on until finally purchased and paid for by said New Orleans, Opelousas and Great Western Railroad Company. The grading already made between Berwick's Bay and Vermilionville to be valued by competent engineers at the time of entering into a contract, but not to be paid for by lessees until the end of the first lease, herein provided for.

3. The parties leasing to obligate themselves to connect with no other railroad which might hereafter be built, terminating at or near the city of New Orleans, and further obligating themselves to do no act which will infringe the rights under the present charter of said company, and also to hold said company harmless against any loss which might result from acts committed on that portion of road now proposed to be leased.

4. Should the lessees succeed in obtaining a land grant on the line of railroad beyond Berwick's Bay, it will be and remain the property of said lessees, this company claiming none of its benefits, and incurring no portion of the responsibility attending it.

5. Transportation to be furnished said lessees over the company's road, as follows, viz:

The president, directors and officers of the road, including engineers, superintendents, road masters and bridge builders free of charge. Transportation of laborers going out to be charged one-third the regular fare. Provisions and supplies to be charged one-half of regular rates. Material, other than ironsand cross-ties, to be charged one-half of regular rates. Iron to be charged one dollar per ton, and cross-ties (if any) fifteen cents each. Lessees to load and unload the cars.

6. The road thus to be built shall be a first class railroad in every respect. The guage to be the same as the company's road—say 5 feet 6 inches. The iron used not to be less than 58 pounds per yard.

7. The said lessees to obligate themselves to commence said road within four months, and have it finished and in running order to the Sabine river, connecting with the Houston road at or near Orange, within three years from date of signing the lease.

8. In order to insure the faithful performance of the contract the lessees will be required to execute a bond to an amount, and with good and satisfactory security to the satisfaction of the board of directors.

9. The company reserves the right to reject any and all bids.

Another proposition, and for which proposals are also invited, is to lease the road, including depots, stations, rolling stock, etc., from Algiers, opposite New Orleans, to Brashear City, including the franchises of the company beyond to Texas, under the following conditions:

1. That the party or parties proposing to lease shall state the least number of years he or they will lease the road, on the following conditions:

2. The accrued interest to October 1, 1868, on the mortgage bonds, (said bonds maturing in 1889) to be provided for by the lessee.

3. The semi-annual interest on the same bonds, accruing yearly after date, and payable on the first days of April and of October of each year, say $160,000 per annum, to be also provided for by said lessee.

4. the road to be built over the route from Berwick's Bay to New Iberia, thence to a point at or near Vermilionville, thence in a westerly direction to a point on the Sabine river, connecting with the Houston and Beaumont road.

5. The building of the road to be commenced within four months after signing the contract of lease, to be prosecuted with all dispatch and to be fully and finally constructed within three years from the signing of the lease.

6. The grading, culverts, etc., now made beyond Berwick's Bay, to be taken by the lessee at a valuation to be ascertained by experts, one to be appointed by each party, in case of disagreement they to select an umpire, and to be paid for on such terms as shall be hereafter agreed on.

7. The road to be built, equipped and maintained during the entire lease as a first class road in every respect.

8. At the close of said lease, the said road, depots, stations, rolling stock, etc., from Berwick's Bay to the Texas line, shall be valued by experts, one to be appointed by each of the parties hereto, and in the event of disagreement, the two to select an umpire, whose decision shall be final. The value thereof thus ascertained shall be subscribed as stock in the present company, it being well understood that all costs of maintenance, as well as expense of operating the road, shall be at the exclusive charge of the lessee.

9. The contract with Charles Morgan for running a line of steamers to Texas, extending to 1871, to be carried out by the lessee in every respect.

10. The present road to Berwick's Bay, including depots, machine shops, rolling stock, bridges, etc., to be turned over to the lessee after inventory and appraisment, and the said property, or property of like character and value and like condition and good order, to be returned to the company at the expiration of said lease.

11. The lessee, to insure the faithful performance of this contract, to furnish security to the satisfaction of the board of directors.

12. The said lessees shall contribute and pay each year the sum of $5000, payable quarterly, to keep up and maintain the organization of the railroad company during the existence of this lease.

13. The said lessees obligate themselves to do no act which may operate a forfeiture of the charter, and shall hold the said N. O., O. and G. W. R. R. Co. harmless against any and all acts of theirs.

Sealed proposals will be received at the office of the company in New Orleans, No. 69 Canal street, until the first day of September next, at 12 o'clock M., the company reserving the right of rejecting any or all bids.

For particular information apply to

C. P. LEVERICH, President Bank of New York.
JOSEPH C. BUTLER, President Lafayette Bank, Cincinnati, Ohio.
CHAS. PARSONS, Cashier State Savings Association, St Louis, Mo.
GEO. STURGIS, President Northwestern National Bank, Chicago, Ill.
Or to the undersigned. A. S. SEGER, President.

SUMMER RESORTS.

YELLOW SULPHUR SPRINGS.

These celebrated and popular Springs, situated in Montgomery county, 3½ miles from Christiansburg Depot, are now open for the reception of Visitors, and the attention of the Springs-going public is respectfully invited to the advantages they present. The waters of these Springs are unrivalled in all cases of Dyspepsia, Cutaneous Diseases, and Uterine affections, and in cases of Debility act as a

Powerful Restorative.

They have proven eminently useful in many Female Diseases, and in

CHRONIC DIARRHEA

are regarded as a specific.

The natural advantages of this place are unsurpassed by any in the State, being situated almost upon the very summit of the Alleghany Mountains. The air is always cool and bracing, the climate is healthy and salubrious, the water of delightful temperature (55 deg. Fahrenheit,) the grounds are shaded, and protected every hour in the day by a thick grove of forest oaks.

The Hotel and buildings have recently been enlarged, renovated and refitted, and the proprietors flatter themselves they can offer to their guests accommodations unsurpassed by any watering place in the mountains, and confidently ask a visit from the public.

Visitors to the Springs will stop at Christiansburg, where comfortable coaches will be in attendance, on the arrival of each train, to convey them to the Springs.

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Per Week	18 00
Per Month	60 00
For a longer period than two months per month	50 00

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Col HENRY A. EDMUNDSON,
Major JAMES P. EDMUNDSON,
General G. C. WHARTON,
Proprietors.

J. A. DAVIS, formerly of the Norvell House, Lynchburg, Superintendent.

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FOR TWELVE DOLLARS.

Passengers leaving New Orleans on FRIDAYS by any of the Morgan Mail steamers, will connect at Mobile with Capt. Frank Stone's cool and comfortable packet

Prairie State,

and will be landed at the Springs on the SUNDAY following in time for Dinner. Fare through, including hack hire from the river out, TWELVE DOLLARS. For further particulars apply to C. A. WHITNEY & CO., 50 and 52 Camp street.

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MONROE COUNTY, WEST VIRGINIA,

Will be opened for the reception of visitors June 20th, and as heretofore will be kept as a strictly first-class hotel. Passengers from the South will take the Tennessee and Virginia Railroad to Bonsack's Station, where first-class coaches will be in readiness to convey them to the Springs.

Board three dollars per day.

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5 Cash Gifts	Each $10,000
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200 "	" 100
300 "	" 50
450 "	" 25
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30 Elegant Rosewood Pianos	Each $300 to $500
35 " Melodeons	" 75 to 150
150 Sewing Machines	" 60 to 175
250 Musical Boxes	" 25 to 200
500 Fine Gold Watches	" 75 to 300
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You will know what your Prize is before you pay for it. Any Prize may be exchanged for another of the same value. NO BLANKS.

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S. T. Wilkins, Buffalo, N. Y., $1000; Miss Annie Monroe, Chicago, Ill., Piano, valued at $650; Robert Jackson, Dubuque, Iowa, Gold Watch, $250; Philip McCarthy, Louisville, Ky., Diamond Cluster Ring, $600, R. A. Patterson, New Bedford, Mass., Silver Tea Set, $175, Miss Emma Walworth, Milwaukee, Wis., Piano, $500; Rev. T. W. Pitt, Cleveland, Ohio, Melodeon, $125.

We publish no names without permission.

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N. O. STEAMSHIP COMPANY.

CHARTER.....CHARTER

—OF THE—

NEW ORLEANS STEAMSHIP COMPANY.

UNITED STATES OF AMERICA, STATE OF LOUISIANA, CITY OF NEW ORLEANS.

Be it Known, That on this eighth day of February, in the year of our Lord one thousand eight hundred and sixty-eight, and of the independence of the United States the ninety-second, before me, Edward Ivy, a notary public, in and for the City and Parish of New Orleans, State of Louisiana, aforesaid, duly commissioned and sworn, personally came and appeared the parties hereinafter named and undersigned, who severally declared that, availing themselves of the provisions of the statutes of the State of Louisiana relative to the organization of corporations in this State, they have covenanted and agreed, and do by these presents covenant, agree and bind themselves, and those whom they represent, to form themselves into and constitute a corporation for the objects and purposes, and under the stipulations, regulations and obligations following, to-wit:

ARTICLE I.

The name and title of said Company shall be the "NEW ORLEANS STEAMSHIP COMPANY," and its domicil is hereby established in the city of New Orleans and it shall exist and continue for the term of twenty-five years from the date of these presents, unless sooner dissolved, as hereinafter provided for. It shall have a corporate seal with a device upon the same and the name of the Company upon the margin thereof.

ARTICLE II.

The object of said company is to construct or otherwise procure and maintain one or more steamships, to constitute a line or lines of steamships, to be owned and controlled in the city of New Orleans, and to trade between said city and any port or ports on the Atlantic coast or Gulf of Mexico.

The manager of said company shall be the proper person on whom to serve citations, notices and other legal process wherein the said Company may be interested.

ARTICLE III.

The capital stock of said Company is hereby fixed at the sum of TWO HUNDRED AND FIFTY THOUSAND DOLLARS, divided into shares of Fifty Dollars each, all of which to be paid at or before the signing of these presents; which capital may be increased to an amount not exceeding one million, if the same should be required by two-thirds capital.

ARTICLE IV.

The affairs of said Company shall be under the direction and management of Edward Higgins, who may at any time have the privilege of associating with him one or more persons from among the stockholders of the Company, subject to the approval of the Board of Control, who shall act as a Board of Agents to assist in transacting the business of said Company.

ARTICLE V.

SECTION 1. The regular meetings of the stockholders of the Company shall be held annually, commencing with the first Tuesday in February, 1869, at which meeting a majority in capital shall choose five of their number to serve as Directors for the ensuing year, who shall constitute and form a Board of Control, of which the said Manager shall be Chairman and entitled to one vote on all matters brought before it; and until the election of Directors as aforesaid, the following named persons shall constitute the first Board of Control, viz: M. J. SMITH, WM. CREEVY, J. PEMBERTON, J. ARMSTRONG, J. MCCLOSKEY.

SEC. 2. The failure to elect Directors, as aforesaid, shall not dissolve the said corporation, but the Board in office shall continue to exercise its functions, until a new Board can be elected.

SEC. 3. Three members of said Board of Control shall constitute a quorum for the transaction of business, and the said Board is hereby invested with full power to frame and adopt such by-laws, rules and regulations as they may deem requisite and necessary for the Company and the transaction of its affairs; provided, the same shall not conflict with the true intent and meaning of this Act of Incorporation, or with the laws of this State. And in the temporary absence of the Manager they may select a Chairman to preside at their meetings. They shall have power, and are hereby authorized to buy and sell steamships, fuel, real estate, etc., for the uses of the Company; to make contracts, leases, mortgages, hypothecations and compromises; to fix salaries of officers and employees; to borrow money, and to build or cause to be built steamships for the use of said Company.

SEC. 4. If any member of said Board shall cease to be a Stockholder of said Company during his term of service, his office shall be declared vacant; and in the event of the death, permanent absence, or resignation of any member of said Board of Control, the said Board of Control shall have power to fill vacancies occasioned thereby until the first regular meeting thereafter of the Stockholders for the election of officers of the Company.

SEC. 5. The said Board shall meet monthly for the transaction of business, and the Manager may call them together at any time, by giving six hours' notice in writing.

ARTICLE VI.

SECTION 1. It shall be the duty of the Manager to keep, or cause to be kept, in bound books, in the name of the Company, a correct record of the proceedings, transactions, accounts, property, business and affairs, as well as a full and complete account of the receipts and disbursements therof. He shall moreover act as Treasurer of the Company, and keep a cash account in one of the banks or banking companies, of this city, subject to the aproval of the Board of Control, in the name and for account of the Company, and to be alone authorized and empowered to draw checks, to be countersigned by the Secretary, and transact all banking business thereof.

SEC. 2. It shall be the duty of the Manager of said Company to exhibit, or cause to be exhibited to the Stockholders, whenever thereto required by them, all the books, papers, accounts and documents belonging to said Company, and also submit to them on or before the twentieth of each month, a detailed statement of the business and affairs of the Company during the preceding month.

SEC 3. In the event of the resignation, permanent absence or death of the Manager, the Board of Control shall immediately proceed to appoint a Manager pro tem., who shall act as such until the first annual meeting thereafter of the Stockholders, at which meeting the Stockholders shall proceed to elect a manager from among themselves who shall be subject to election annually thereafter; and in the case of the temporary absence of the Manager, the aforesaid Board of Control shall have power to appoint a Manager pro tem.

SEC. 4. At the annual meeting of the Stockholders of the Company, the Manager may make a repors of such matters and things as he may deem expedient and necessary for the interest of the Company, at which meeting each share of stock in the said Company shall be entitled to one vote on all matters brought before it.

SEC 5. The said Manager shall have power to appoint a Secretary, agents and other employes annually, and officer if vacancies should occur, subject to the approval of the Board of Control; and he may remove said Secretary, agents, or other employes at any time, without the sanction of said Board.

ARTICLE VII.

On the expiration of the said term of twenty-five years, hereinbefore agreed upon for the existence of said Company, a majority of the stockholders in capital shall have power to determine upon the mode of selling, and disposing of all the property and effects belonging to said Company, and also to decide upon and fix the terms and conditions of the sale or disposition thereof, and finally of winding up and liquidating its affairs to the best advantage.

ARTICLE VIII.

Three-fourths of the stockholders in capital shall have the power to wind up and settle the business and affairs of said Company, at any time during its existence, or of making any modifications, additions or changes to this act, on giving sixty days previous notice in two of the newspapers published in this city.

ARTICLE IX.

All transfers of stocks shall be made in the office of the Company, and recorded in a book of transfer to be kept for that purpose. The new stockholder binding himself in said act of transfer to abide by all the terms, conditions and stipulations of this act, and all or any rules, regulations or by-laws made and adopted in pursuance thereof.

ARTICLE X.

No stockholder shall ever be held liable or responsible for the contracts, or faults of said Company, beyond the amount of his stock in said Company, nor shall any mere informality in the organization of said Company have the effect of rendering the present charter null, or of exposing a Stockholder to any greater liability than the amount of his stock therein.

ARTICLE XI.

The said Company shall sue and be sued in its corporate name and capacity, and plead and be impleaded accordingly.

ARTICLE XII.

The following named persons are Stockholders in said Company, and as such are entitled to the number of shares placed opposite to their names respectively, to-wit:

M. J. Smith, Wm. Creevy, Jno. Armstrong, Thos. B. Lee, Geo. G. Garner, J. B. Aurison, Geo. W. Manson, J. H. Steffer, W. A. Shropshire, John Pemberton, Edw'd A. York, Harmon Doane, C. H. Bradshaw, David McCoart, Kennett & Bell, Wm. M. Perkins, A. Miltenberger & Co., Wilhelmur Bogart, and others.

ARTICLE XIII.

The Board of Control shall be empowered to receive further subscriptions to said Capital Stock, until the amount subscribed shall have reached the aforesaid sum of one million.

ARTICLE XIV.

This Association shall go into operation as soon as the sum of Fifty Thousand Dollars shall have been subscribed for. And, in conclusion, the stockholders hereinbefore named, in confirmation of the aforesaid stipulations, covenants and agreements ordained and established by the present act, for the purposes hereinbefore mentioned, and to that effect only, do hereunto subscribe their names respectively.

Thus done and passed at the city of New Orleans aforesaid, the day, month and year first above written, in the presence of Geo. Clark and F. McC. Swain, competent witnesses, who hereunto sign their names with said parties and me, notary.

John Pemberton,	E. Bigney,	Geo. W. Manson,
William Creevy,	Marshall J. Smith,	C. H. Bradshaw,
Jas. McCloskey,	J. A. Bradbury, M. D.,	Edward Higgins,
Jno. Armstrong,	Edw. A. Yorke,	

EDWARD IVY, Notary Public.

In presence of Geo. Clark, F. McC. Swain.

ATTORNEYS AT LAW.

J. H. HALSEY—

ATTORNEY AT LAW,

No. 5 Carondelet Street,

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NAVIGATION IMPROVEMENT.

STATE OF LOUISIANA—

PARISH AND CITY OF NEW ORLEANS.

BE IT KNOWN that on this seventeenth day of June, in the year of our Lord one thousand eight hundred and sixty-eight, and of the Independence of the United States of America the ninety-second, Before me, ANDREW HERO, Jr., a Notary Public, in and for the parish and city of New Orleans, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared the parties whose names are hereunto subscribed, who severally declared that, availing themselves of the provisions of the statutes of the State of Louisiana, relative to the organization of corporations for works of public improvement and utility, they have covenanted and agreed, and do by these presents covenant, agree and bind themselves, and those whom they represent, to form themselves into and constitute a Corporation for the objects and purposes and under the stipulations and regulations following, viz:

ARTICLE FIRST.

The name and title of said Corporation shall be THE UNITED STATES NAVIGATION IMPROVEMENT COMPANY, and the domicil thereof shall be the city of New Orleans, State of Louisiana.

ARTICLE SECOND.

The objects and purposes of said Corporation are the removal of the bars and the protection of the levees of the Mississippi and other rivers; the permanent deepening of the channels of rivers and the removal of tidal bars, as also the formation of solid marine foundations for lighthouses and other structures on quicksands or marshy soils, by the use and application of Manico's "Caisson de Fer," or improvement in marine foundations, for which a patent has been granted to Edward Manico by the Kingdom of Great Britain and by the United States of America, and of such other means, machinery, apparatus and improvements as may hereafter be discovered, invented or constructed and of which the said Corporation may acquire the right of using and working.

The President of the Board of Directors of said Company shall be the officer on whom citation may be served.

ARTICLE THIRD.

The Capital Stock of this Corporation is hereby fixed at the sum of FIVE MILLION DOLLARS, represented by Twenty Thousand Shares of Two Hundred and Fifty Dollars each, of which one-half, viz: Ten Thousand Shares, are reserved and set apart for the purposes expressed in the following article. The other one-half, or Ten Thousand Shares, shall be subscribed and paid for at the times and in the manner following, to-wit: The subscribers to the said shares shall pay into the hands of the President, upon the Company's organization for business, twenty-five dollars on each and every share of stock subscribed by them; of the remaining two hundred and twenty-five dollars, on each and every share there shall be paid in at the office of and to the said Company five successive installments of Twelve Dollars Fifty Cents per share, once in every four months, after thirty days public notice shall have been given of each such call, by the Board of Directors, in one or more newspapers published in the city of New Orleans. And the residue of the amount of each share, viz: One Hundred and Sixty-two Dollars Fifty Cents shall be payable on demand, at the office of said Company, after two years from the date of the said Company's organization for business, upon thirty days notice, as the Board of Directors may require.

No call shall at any one time be made for more than Twelve Dollars Fifty Cents per share, after the payment of the first installment of ten per cent: and each and every stockholder, after the payment of said first installment, may discharge himself or herself from all further liability for the remaining installments by so declaring at the office of said Company, at any time, and returning to the said Company his stock, or the receipt for such installments as may have been paid. In which such case, as well as in case of failure of any stockholder to make such payments as may be called for, such stockholder or stockholders shall forfeit all payments theretofore made thereon by him or her or them, and such stock shall revert to the said Company for its use and benefit, and may be either retained or resold.

ARTICLE FOURTH.

The Ten Thousand Shares, or one-half of the Capital Stock, reserved and set apart in the foregoing article, shall belong to John P. Manico, agent of Edward Manico, Edward Fontaine and John Halliday, or their assigns, the patentees and assignees of said Caisson de Fer, or Improvement in Marine Foundations, in the proportions following, viz: Five thousand shares thereof to said John P. Manico, agent; two thousand five hundred shares to said Edward Fontaine, and two thousand five hundred shares thereof to said John Halliday. Said ten thousand shares shall rank equally with the other shares, and receive an equal amount of the dividends from the profits of the Company, but no payment of money shall be required from the holder thereof, whether as installments, assessments or otherwise. All payments or ass sements received from, or levied upon, the other stockholders being considered as having been already paid by the holders of said reserved shares, by reason of the transfer and assignment unto said Company by said agent, John P. Manico, and said Edward Fontaine and John Halliday, of all their rights and interests in and to said Patent, styled "Caisson de Fer," or "Improvement in Marine Foundations," and the right to use the same, and to vend it to others to use.

The acceptance of the above Shares and the subscribing of their names to these Articles of Association shall imply on the part of the said John P. Manico, Agent, Edward Fontaine and John Halliday, and they do hereby make a full and complete conveyance, transfer and assignment unto the said Corporation, of all their rights and interests in the United States of America in and to the said discovery and invention, entitled "Caisson de Fer," or "Improvement in Marine Foundations," the Letters Patent granted therefor and to all future improvements upon the same.

ARTICLE FIFTH.

All powers of the Corporation shall be vested in a Board of Directors consisting of eight persons, each of whom shall own at least Ten Shares of the Capital Stock of said Corporation. On the first Monday of June A. D. one thousand eight hundred and sixty-nine, and annually thereafter, an election for said Board of Eight Directors shall be held at the office of the Corporation; of which election previous notice of fifteen days shall be given in two newspapers published in New Orleans. A plurality of votes (counting one vote for each share voted upon) shall be sufficient to elect such Directors, who at the first meeting after their election shall choose one of their number for President of said Board as well as of said Corporation.

The President shall preside at all meetings of the said Board or of the Corporation, and in case of his absence or inability to act, the Board of Directors shall elect one of their number President pro tem., who shall for the time being exercise the full powers of President. The failure to elect Directors as aforesaid shall not dissolve the said Corporation, but the Directors then in office shall hold over until another election is held, of which notice shall be given as above provided for, and shall continue until an election be held.

ARTICLE SIXTH.

The Board of Directors shall appoint a Secretary and all such Clerks and Agents as may be necessary, may remove the same at pleasure, fix the salaries of all officers of the Corporation and the amount of security that shall be required from any of said officers and agents, and shall make and establish such by-laws for the proper management and regulation of the affairs of the said Corporation as may be necessary and proper. A majority of the said B ard shall be necessary to form a quorum, as also to elect a y officer thereof; and the said Board shall also have the power to fill any vacancies that may occur therein, by death, absence or resignation, or any other cause.

ARTICLE SEVENTH.

Each shareholder, at all meetings for the election of Directors or other purposes, shall be entitled directly or by proxy to one vote on each share of stock held by him.

ARTICLE EIGHTH.

All transfer of stock shall be recorded at office of said Company in a book of transfer to be kept for that purpose. The new stockholder binding himself, or herself by the mere fact of recording such transfer to abide by all the terms, conditions and stipulations of this act, and any and all the rules, regulations or by-laws, made and adopted in pursuance thereof.

ARTICLE NINTH.

This Corporation shall be, and continue for, and during the term of twenty-five years, from and after the date of these presents, and may organize for business as soon as two-thirds of its capital stock shall have been subscribed.

ARTICLE TENTH

The following named stockholders, viz: John Davidson Mark F. Pignee, Charles Lesseps, William H. McLellan Frank W. Seymour, James D. Blair, Robert Roberts and James O. Nixon are hereby constituted the first Board of Directors who shall at their first meeting elect one of their number as President, and the said Board shall serve until superseded by their successors, to be elected as provided in Article Fifth.

ARTICLE ELEVENTH.

The Board of Directors may accept provisionally any power or privilege conferred on the Association by any amendments of the law under which the same is formed, or by the adoption of any new act of the legislature or by any act of Congress of the United States of America, but the final acceptance of any such power or privilege shall be determined by a vote of a majority in amount of the Stockholders.

ARTICLE TWELFTH.

The liquidation of the affairs of said Corporation at the termination of its charter, or if sooner determined upon by its stockholders, shall be conducted by three Stockholders duly elected by a majority in amount of the Stockholders at a meeting convened for that purpose, after sixty days' previous notice in two newspapers published in New Orleans. The period of liquidation and the amount of their compensation, as also all other privileges to be conferred upon said liquidators, shall be fixed in such manner as the said Stockholders may at such general meeting determine.

ARTICLE THIRTEENTH.

The names of the Stockholders, their residences, and the respective number of shares held by each, are for the present declared to be such as are subscribed to this act, and opposite the names of each respectively.

Thus done and passed in my office, at New Orleans aforesaid, in the presence of Messrs. James Graham and George Cenas, witnesses of lawful age, domiciliated in this city, who hereunto sign their names with the parties and me, the said notary, on the day and date aforesaid.

(Original Signed)

JOHN DAVIDSON,	E. FONTAINE,
D. MUSHET,	F. W. SEYMOUR,
M. F. BIGNY,	JOHN LEEDS,
W. H. MCCLELLAN,	E. A. TYLER,
JNO. P. MANICO, Agent,	JNO. HALLIDAY,
J. O. NIXON, and Others	
JAS. GRAHAM, G. O. CENAS.	ANDREW HERO, Jr., Notary Public.

A true copy from the original.

(Signed) ANDREW HERO, Jr., Notary Public.

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