THE TEHUANTEPEC GRANT

Views of the American and Mexican Governments—The Report of the Committee on Foreign Relations of the U. S. Senate—The Mexican Call for Proposals.

The following is the Report of the Senate Committee, made last Monday, with reference to the Tehuantepec grant, and a translation of the Mexican offer to open a communication across the isthmus, which shows the precise difference between the two governments:—

THE REPORT OF THE SENATE COMMITTEE ON FOREIGN RELATIONS, ON THE TEHUANTEPEC GRANT.

The Committee on Foreign Relations, to whom has been referred the Message of the President of the United States of the 27th July 1852 communicating the correspondence between the government of the United States and the republic of Mexico respecting the right of way across the Isthmus of Tehuantepec, have had the same under consideration and after giving to the subject all the deliberation which its importance demands, now respectfully reply:

That the right of opening a communication by artificial way between the Atlantic and the Pacific, across the territory of Mexico at the Isthmus of Tehuantepec, was conceded to Don Jose de Garay, a citizen of Mexico, on the 1st of March 1842 by General Santa Anna, then President of Mexico and invested with supreme power. By his decree of that date in the name of the "Supreme Government," the honor and faith of the nation are pledged to maintain the grantee, Don Jose de Garay, as well as any private individual or company succeeding or representing him—either natives or foreigners, in the undisturbed enjoyment of all the concessions granted.

In the following year General Nicholas Bravo having succeeded to the Presidency the grant then made by Santa Anna was recognized and affirmed by his decree of the 5th February 1843 pursuant to which orders were issued by the government of Mexico to the Departments of Oaxaca and Vera Cruz to put Garay in possession of the lands conceded to him by the grant of 1842 and directing that every facility should be extended for the prosecution of the work. These decrees were executed by these Departments and Garay, the grantee, put in actual possession of the lands conceded.

On the sixth October 1843, Santa Anna, being restored to power, issued a further decree, reciting that the surveys by Garay being completed, and the work about to commence, he ordered the Governors of the Departments of Oaxaca and Vera Cruz to furnish three hundred convicts to be employed on the work; and, by another decree of the 29th December, 1843, the time for the commencement, which was to expire on the 1st July, 1844, was extended to the 1st July 1845

The government of Mexico during this period, was subject to frequent revolutions. Santa Anna driven from power in the interval of 1844, was succeeded for a short time by General Parader, who in turn yielded to Mariano de Salas, as Dictator.

In the distracted and unsettled condition of the country, resulting from constant revolution, the grantee of the Tehuantepec way, foreseeing that he would probably be disabled from commencing operations so early as July, 1845, procured the passage of a law by the Mexican Chamber of Deputies granting further time to commence the work. In the Senate this bill had a favorable report from the appropriate committee, and it is not doubted would have received the sanction of the Senate, when, by a sudden and violent popular convulsion, the entire Congress was dispersed. In November, 1846 Salas being still invested with supreme power as Dictator promulgated a decree, which was a copy of the law thus accidentally frustrated, giving time until the 6th of November, 1848 for the commencement of the work; and the work was actually commenced prior to that date

So much for the history of this grant, whilst in the hands of the original grantee a citizen of Mexico. During the years 1846-47, various contracts were entered into between Don Jose Garay, the grantee, and Messrs. Manning & Mackintosh subjects of Great Britain, which were formally recognized and consummated at the city of Mexico on the 28th of September, 1848, and by which the grant aforesaid with all its privileges and incidents, was transferred to the latter.

On the 5th of February, 1848, this grant was assigned to Peter A. Harg ou, a citizen of the United States, who subsequently entered into a contract to assign and transfer the same to certain citizens of New Orleans on terms intended to secure the necessary capital to execute the work These transfers form part of the documents communicated.

In December 1850, a party of engineers, with a competent equipment, was sent out from the United States at great expense by the American assignees, to complete the necessary surveys on the isthmus, who continued so employed until the month of June following, when they were required to discontinue the work, and to leave the country. This was effected through a letter from the Governor of Tehuantepec, dated June 3d, 1851 transmitting from the Governor of Oaxaca an order from the Minister of Relations in Mexico issued in pursuance of a law applied by the President of the Mexican Republic, on the 22d May, 1851 by which law the grant to Garay was declared void.

The Committee have thus briefly traced this grant from its inception to its regular and legitimate transfer to its present holders, all of whom it is believed, are citizens of the United States It will be seen that, by the terms of the grant, and the decree of 1842, on which it was founded the "honor and faith" of Mexico were pledged to maintain the grantee as well as any private individual or company succeeding or representing him, either natives or foreigners, in the undisturbed enjoyment of the concessions granted.

It will be seen that the period for commencing the work was extended from time to time, by the Mexican government until it expired on the 1st of July, 1845, under the circumstances detailed above; and it will be seen that as soon as the government became once more established, this single lapse was cured by the decree of Salas of November, 1846 giving two years further time, until the 6th of November, 1848, to commence the work, and that the work was actually commenced within this period

The Committee will now proceed to show that the Mexican government had, subsequent to their decree of November, 1846, recognized in the most unequivocal manner, the binding validity of this grant, and admitted its obligations to abide by it.

In 1846-7, the assignment of the grant to Manning & McIntosh, was duly notified to the government of Mexico and on these complaints President Herrera issued orders to the Governors of Oaxaca and Vera Cruz to prevent the cutting of mahogany on the lands granted by any other than the English company.

In 1847, whilst the treaty of peace was under negotiation, Mr. Trist, the commissioner on the part of the United States, by instruction from his government, proposed a large money consideration to Mexico, for a right of way across the Isthmus of Tehuantepec, and was answered, that Mexico could not treat of this subject, because she had, several years before, made a grant to one of her own citizens, who had transferred his right, by authorization of the Mexican government, to English subjects, of whose rights Mexico could not dispose.

After the assignment of the grant to the present American holders, the Minister of the United States in Mexico was instructed by his government to apprise that of Mexico of the desire of the company to commence the work by a thorough survey of the Isthmus The Minister was further instructed to make overtures for a treaty securing to the enterprise the joint protection of the two governments. The Mexican government, as we learn from the correspondence of Mr. Letcher, with the Mexican Minister of Foreign Relations, made not the slightest opposition in forwarding passports, and issued orders to the Departments of Oaxaca and Vera Cruz, not only to avoid interposing any obstacles in their way but, on the contrary, to afford them aid and hospitality The engineers, Mr. Letcher adds, were accordingly sent, the ports thrown open for the supplies, and more than $100,000 have been expended in surveys, opening roads, &c., besides a large sum of money in furnishing materials, &c.

This is not all. The government of Mexico at once assented to enter into negotiations for the proposed treaty; and a convention for the government protection of the work thus to be executed by American citizens, as assignees of the Garay grant, was concluded at Mexico, in June, 1840, and sent to the United States. In this convention, certain modifications being suggested by the Secretary of State, at Washington, it was returned to our Minister in Mexico, and the whole terminated by a new convention signed at Mexico on the 28th January, 1851, with the approval of President Herrera. This last convention was ratified by the Senate of the United States, and returned to Mexico, and finally rejected by the Mexican Congress in April, 1852.

It should be remembered that by the twelfth article of the convention it was required that the holders of the Garay grant (then being Mr. Hargous, an American citizen) should file with the Mexican Minister at Washington his written assent to the convention, before it should be submitted to the Senate of the United States for ratification. This was accordingly done on the 21st of February, 1851, through the Secretary of State, but the Mexican Minister declined to recognize it, on the ground of the absence of instruction from his government Previously, however to the rejection of this convention by the Mexican Congress, the law was passed, before adverted to, annulling the decree of Salas of November, 1846, and with it the Garay grant. The rejection by Mexico of the convention concluded, with the approbation of President Herrera, and subsequently ratified by the Senate of the United States, however calculated to disturb the harmony of the relations between this government and Mexico, had not the slightest effect upon the validity of the Garay grant; nor is it so pretended On the contrary, the sole ground upon which Meade rests for the vacation of this grant is that it was forfeited by failure to commence this work before the 1st July 1845; and that the decree of Salas, of November 1846, which caused the alleged forfeiture, was null, because he was in possession of supreme power by usurpation, or because he transcended the powers of an usurper And this strange position is assumed by Mexico in the face of the repeated subsequent recognition of its exertion and validity, which are hereinbefore valid

Respect for that government alone restrains the Committee from treating of this position in the terms it would seem to require

The government of Salas was that of dictator, vested with supreme power; it was acknowledged and submitted to by the people of Mexico, and treated with, while it lasted, as the government *de facto*. After having accomplished the purpose of creating a federal system, an election of members of Congress were held by his decree, which met pursuant thereto In that Congress the Dictator communicated the decrees made by the government *ad interim* and with them this very decree of November 1846.

Among the decrees thus issued during the Dictatorship of Salas, were several of the character of general laws, not one of which was ever approved by Congress; nor was his authority ever questioned by the law making powers for the time being until found convenient to do so for the purpose of annulling the grant, after it became the property of citizens of the United States.

The doctrine that the government *de facto* is the government responsible, has been fully recognized by Mexico herself in the case of the dictatorship of Salas, as of those who preceded him It is a principle of universal law governing the intercourse of nations with each other and with individuals and this government cannot, nor ought it to, treat with indifference a deputation from it by Mexico in the present instance

There is a remaining view of this question which the committee is not at liberty to disregard and that is the embarrassment into which the relations of the two governments is thrown, by the conduct of Mexico in the negotiations which have taken place in reference to this grant.

Two formal conventions, recognising for their basis this grant of a right of way, the value and importance of which to the people and government of the United States was fully exposed to Mexico, as the inducement on our part to negotiate, were actually signed at the city of Mexico, by ministers duly empowered by their respective governments, the last of which, formally ratified by the Senate, has been rejected by the Mexican Congress.

The committe, are aware that a refusal by our government to enter into treaty stipulations with another upon a prescribed subject, should not, as of course, be considered an indication of unfriendly feeling. Yet, regarding the circumstances attending the protracted discussions, which terminated in the second convention spoken of above, with its prompt rejection by the Congress of Mexico—regarding the fact fully made known to Mexico that the interests of the government and the interests of the United States were deeply involved in obtaining the right of way proposed—and, finally, that it has been refused at last by the discourtesy of rejecting a treaty proffered by the United States, and by the violent sacrifice of a valuable property belonging to citizens of the United States, for the preservation of which the "honor and faith" of Mexico were formally pledged—the committee cannot but look on the occasion as one authorizing, if not requiring, this government to review all of its existing relations with the government of Mexico

Certainly, in what has passed there is to be found but little assurance of that friendly feeling, on the part of that republic, which leads nations to connect themselves by treaty obligations, or which makes it desirable to continue such as have been previously contracted.

In the correspondence submitted with the message of the President, the committee have seen with entire approbation that the Executive Department has been fully impressed with the importance of the questions involved in this controversy, and of the grave attitude they may assume, should Mexico persevere in her refusal of the redress which is required at her hands.

In a letter from the Secretary of State to Senor Luis de la Rosa, the Mexican minister at Washington, dated April 20, 1851, after an able and comprehensive review of the whole question, the Secretary referring to the probable rejection of the treaty by Mexico, (which a letter of the Mexican minister led him to anticipate,) concludes in the following emphatic terms:—

"The President of the United States cannot persuade himself that such a calamity as its rejection by Mexico now impends over the two countries."

Again: in a letter to M. La Vega, the successor to Senor La Rosa, of the 15th of March, 1852, the Secretary of State says:—

"If, however these hopes should prove to be unfounded, and the convention should not go into effect, this government will feel itself compelled to take into consideration the measures which its duty to its own citizens may require it to adopt, to protect their rights under a voluntary grant made by Mexico of the right of transit across the Isthmus The government of the United States can in no event be expected to abandon those rights and sincerely hopes that the Mexican government will do justice to them in season."

And finally, in view of the great importance of the occasion, and to avert, if possible, consequences, of the magnitude of which to the two countries without this question remains unsettled none can be blind, the President of the United States addressed himself directly to the President of Mexico, by a letter of the 19th of March, 1852, from which the committee quote as follows:—

"In addition to the motives I have urged for the speedy adjustment of this matter, I beg leave earnestly to call the attention of your Excellency to the probable difficulties that may grow up between the two nations should Mexico break her plighted faith in the grant to Garay. Our citizens, relying upon her good faith, have become interested in that grant; they have advanced large sums of money for the purpose of carrying out its objects—they have surveyed a route for a railroad, and demonstrated the practicability of constructing it; and it is not possible that they should now be deprived of the privileges guaranteed by that grant, and sustain the heavy losses that must ensue, without appealing to their own government for the enforcement of their rights. My anxious desire is to avoid the too probable consequences that must result from such an appeal We cannot, if we would, be indifferent to it. It is a duty which every government owes to its own citizens to protect their rights at home and abroad; and the consequences growing out of the disagreement of the proprietors of the Garay grant and the government of Mexico, are such as no true friend of this country or of Mexico can look upon with indifference"

The committee are fully prepared to sustain the Executive Department in the position assumed towards Mexico in the correspondence here referred to and conclude by recommending to the Senate the adoption of the following resolutions:—

[The resolutions were published in the New York HERALD of yesterday.]

THE MEXICAN CALL FOR PROPOSALS FOR THE CONSTRUCTION OF A RAILROAD ACROSS THE ISTHMUS OF TEHUANTEPEC.

[From the Constitutional, published in the City of Mexico, July 31, 1852.]

Call for proposals, to be made by the 15th of August, 1852, for opening an interoceanic communication by the Isthmus of Tehuantepec, and conditions prescribed by the government, to which said proposals must conform.

GENERAL CONDITIONS

1st. The government will receive proposals for the construction of a railroad between the Atlantic and Pacific oceans across the Isthmus of Tehuantepec, on either of the following conditions:

1st. An engagement to do the work for a fixed amount, specified in the proposal made.

2nd An engagement to construct the road for what it may prove to cost.

In both cases the engagement is to be considered as meaning to complete perfectly the construction of the road and all works connected with it; to place on the road a full equipment of cars, &c, and to improve, and render fully serviceable the *termini* points

2d. Bidders may take either of the above alternatives which they may prefer, but the government reserves to itself the right to adjudicate the matter to any proposal it may deem most acceptable.

CONDITIONS FOR BIDDERS ACCORDING TO THE FIRST BASIS SPECIFIED ABOVE.

3d. If the construction of the road be adjudicated to parties engaging to build for a specified prefixed sum, an interest not exceeding 6 per cent per annum shall be allowed to them on their outlays, and the payment of said interest to them shall be made at stated periods, according to the terms that may be agreed upon.

4th A special mortgage of the road and its revenue is offered to the parties engaging to do the work, as a guarantee for the amounts they may invest therein. And a proportion of the revenue not exceeding ninety per cent thereof will be assigned specially for the settlement of their claims The residue of the revenue will be for the government

5th. When the contractors have been paid back the full amount of the capital they may have invested, together with interest thereon, the road will freely appertain to government, as well as all the equipments thereon, and other appertinances; but the contractors may continue receiving a share of the revenue, according to the terms that may be stipulated in their proposal, subject to the following restrictions:

1st The share they may have is not to exceed that which was reserved to government during the period of the liquidation of payment by it of the cost of the road

2d That the privilege of receiving said proportion of the revenue will not last longer than twenty years, to be counted from the date of the contract.

3d That if, within the duration of said time, the amount received by the parties for their share in the revenue, after liquidation made with them for cost, should exceed the amount of said cost, then they will be debarred from receiving any more, and all the revenue of the road will appertain solely to government, terminating the connection or representation of the contractor in the work.

6th The government may at any time assume the sole control and full dominion as proprietors of the road, by settling with the contractors for any portion of the cost and interest due to them. Their subsequent claim for a share in the revenue, as stipulated in the foregoing article, will be accounted for to them

7th. The government will not be responsible, nor bound to pay any larger sum for the construction of the road than that of contract, even though the execution of the work should prove to cost actually more. Neither does it assign to them, for their reimbursement of capital and interest, any other funds, mortgage or security, than the revenue of the road, as before said, and according to the terms that may be stipulated.

CONDITIONS FOR BIDDERS ACCORDING TO THE SECOND BASIS SPECIFIED.

8th. The bidder will state in his proposal the time that he demands to receive or retain the revenue of the road for his indemnity, as also what per centage of said revenue he shall agree to cede for the benefit of the government.

9th The time that the bidder may require shall not exceed eighty years, nor shall the per centage of the revenue that he may assign to government fall short of forty-five per cent, should he require this maximum of time. But the government is desirous that the extension of time should be shorter, even if their per centage be diminished

10th. During the first half of the time given for the existence of the contract, government will receive the per centage agreed upon for it by the contract. But during the last half of the time of the existence of the contract, the per centage that the government will receive will be that which the contractor had been retaining for himself for the first division of time, and the contractor will have for himself the residue, or be at an equal per centage to what the government first received.

CONDITIONS TO BE OBSERVED BY BIDDERS ON EITHER BASIS

11th. The bidders will specify with all possible detail, so as to afford the clearest conception, the works of improvement they propose constructing. The government reserves to itself the right of prescribing the general character of the work, and of the engines or machinery to be employed. But it may at once be notified that the works must be solid and durable, and the engines or machinery of first class.

12th. The bidders will either designate the line of road that they intend to adopt, or will leave it for the government to lay it down, and agree to conform to the same.

13th The bidders will state in clear and precise words the time when they engage to commence the work, as also that which they require for its completion. It must be noted, that the construction of a railroad must be preceded by the opening of a transitable wagon road, and they must state when they will engage to have this road commenced and finished.

14th. Satisfactory security is to be given to government for the due compliance of engagements in an amount not smaller than $200,000 This security is to be deposit of money, or mortgage of valuable property, or bonds legally valid. The contractor will forfeit all his investment on the road, all the materials and property he may have thereon, and all privileges and interest conceded to him by the contract, in the case of his failing to comply with his engagements, either with respect to the construction of the wagon road or the railroad.

15th After the construction of the railroad shall have been commenced, the securities given by the contractor shall be cancelled, or the amount deposited by him be returned, and he shall be relieved from the liability of that forfeiture; but if after said commencement be made, he should fail to bring the road to a completion, according to his engagement, he shall be liable to all the other losses named before, except that of the amount of the security; and he will only be entitled to be considered as associate for the value of the cars and materials which he may have imported from abroad, provided that said value exceed $200 000, for if it should prove to be below that figure, then the whole will fall under the pain of confiscation.

16th. As the decree issued on the 14th of last May requires that preference be given by government to the proposals made by Mexican citizens, and a petition having been made to give a clearer definition to the spirit of the decree, it is now prescribed that every bidder will declare whether the company that he proposes forming be composed of Mexican citizens, or of foreigners, or of both It is also prescribed that the company that should be declared to consist of Mexican citizens and foreigners jointly, will not be able to transfer their rights to foreigners alone, and that the company that should be declared as intended to be of Mexicans exclusively, will not be able thereafter to admit foreigners as associates, nor to make any bargains with them that may give them a right of mortgage, or a lien of any kind on the road, or intervention in the administration of the enterprise.

17th. The contractors will have to build at their expense, the wharves, breakwaters, and other improvements in the *termini* ports that may be necessary for the safety of vessels, and the public accommodation.

18th. The road will have for *termini* such points as the government may fix upon for the establishment of custom houses.

19th. The contractors will obligate themselves to prevent smuggling, as far as may be in their power, and to discharge any of their employees who may have been party, or connived at any smuggling, whenever government may require from the contractors so to do. Government reserves to itself the right to fix hereafter the regulations that may be deemed proper to govern the trade with the interior that may be carried on with the merchandise that should be brought to the Isthmus for transit, and even to interdict any such trade, if it should think proper

20th. The contractors will bind themselves to give transportation, free from any charge, to the troops and government employees; and also to transport, for a price that shall not be less than one-fourth of the regular tariff rate, all arms, munitions of war and government effects.

21st. Any foreigners that should be interested in the company, (in the event that the same should consist jointly of Mexican citizens and foreigners,) be these persons interested as stockholders, or as having right under any other plea for intervention in the affairs of the company, or for sharing in its profits, or otherwise enjoying any of its privileges, the said foreigners shall not have any other advantages than those that belong to Mexican citizens; nor will they be able to avail themselves of any other means to make good their claims, than those which are conceded by the laws of the republic. All points of litigation that may arise upon the acquisition, enforcement, or less of interest in the said road, will be subject to the decision of the competent federal tribunals, and in accordance with the laws of the country. All agents, clerks, or persons employed by the contractors will be subject to the same conditions.

22d. Any persons, or company, to whom the contract for this undertaking should be given, shall not transfer their privileges without the previous consent of government, nor shall they be permitted to admit as partners any foreign government or corporation. The violation of any of these conditions will render the contract null and void. And the Mexican government will be free to dispose of the matter as they think best, always respecting the legitimate rights of private individuals, or stockholders.

23d. If the contract should be made with a company consisting of Mexican citizens and foreigners, the said company will be bound to keep an office in the city of Mexico for the sale of stock in the company, and to admit as stockholders all Mexican citizens who may be disposed to take an interest in the undertaking The value of each share, however, shall not exceed $5,000; and the company shall have the right to fix, with the concurrence of government, all regulations with reference to the acquisition, possession, and forfeiture of interest therein.

24th The government will be considered as associated for a proportion that shall not be less than one-third of the total amount of stock issued.

25th. The per centage of the revenues assigned to government will commence from the original receipt of the profits on the enterprise.

26th The government will establish any bureau or employ any agents they may consider proper, to superintend the collection of dues, and the due observance of the contract. These agents will be instructed to extend to the company all the favor and protection it may be entitled to receive from government.

27th There shall be free transit for the citizens or subjects of all the nations of the globe, without any other restrictions than those that the government may impose. But it will not be lawful to transport, without the express order of the government, any foreign troops or munitions of war.

28th. The company will have the concession of all the land that may be necessary for the construction of the road, buildings attached, and stations, and will have the right to make use of all the timber and materials that may be found on public domain. But if they should require land, timber, or materials belonging to private individuals, they will have to pay for the same in accordance with the terms of the law. The company will have no right to introduce foreign colonists or emigrants—not even to settle on lands which they may acquire by private purchase.

29th. The company will have the right to import, free of duties, all machines and tools necessary for the work, and also for the first year they may import in quantities, from time to time, the provisions that may be necessary for the subsistence of the laborers. But for this purpose permits will have to be obtained from government, and regular invoices presented.

30th The company may employ all the agents necessary for the administration of the road, but will have no right to construct fortresses, or to keep any armed force, nor to organize any private police, without the previous approbation of government

31st The company will collect all the fees that may be obtained from the transit, storage, or otherwise, according to a tariff which they will form and submit for the approval of government. But in this tariff will not be included any additional imposts on merchandize or passengers, which government may fix. This will be collected by government, as well as the per centage on the revenue which may appertain to government by the terms of the contract.

32d. The government obligates itself not to impose any contribution on the road itself, or on the merchandize or passengers that may pass by it, or on the capital that may be invested therein. But they will have power to impose an additional duty on merchandize and passengers that shall not exceed one real, which tax will belong exclusively to government.

33d. At the termination of the time of the contract the government will come into possession of the road and all its appurtenances, according to the provisions of the first part of the fifth article. The road will then have to be in perfect order, and the rails, cars, and tools must be declared to be as good as "half use," by competent inspectors. Should they be inferior to that, they will have to be replaced, or a corresponding indemnity made. Bidders will specify in their proposals the minimum of cars and equipments they engage to have on the road at the time of its reversion to government.

34th. The contracts that should be made with any person or persons who may assume it, will bind all those who may thereafter take an interest in the enterprise.

35th. Bidders will specify in their proposals all the advantages and privileges which they may be desirous to have, as also any advantages they may propose to give for the benefit of government, over and above what has been prescribed as requisite in the previous articles. The government is desirous that among these extra concessions made to it, may be the right to charge an additional duty on merchandize, or a *tantum* per mill on the value of produce for the benefit of works of public utility, to which it may be applied by government.

Mexico, July 29, 1852. RAMIREZ.

Marine Affairs.

THE STEAMSHIP ALABAMA, Capt. Ludlow, arrived yesterday from Savannah. We received our usual files of papers through the politeness of her officers.

LAUNCHED.—At Bath 17th inst, by Messrs. W. V. & O. Moses, a ship of 1,000 tons, called the American Union owned by Messrs. M. and others, and to be commanded by Captain Wm. Otis, late of ship Rome. There is another American ship called by the same name, and employed in the same line of business, freighting.

A whale ship Rainbow was successfully launched at Fairhaven on Saturday evening: length 124 feet, beam 29 feet 2 inches, depth of hold 16 feet 9 inches

Mayor's Office.

MAYOR KINGSLAND AND THE ALDERMEN.

Since the opinion given by Mr. Blunt, the District Attorney, to the Grand Jury a short time ago, respecting the power of Aldermen to discharge prisoners from a station house, many of the captains of police have refused to comply with the Aldermen's request, and have retained prisoners, disregarding the discharge. Thus the department was, to a certain degree, thrown into confusion. The Mayor, on Monday morning, summoned the captains of police before him, and had the opinion of the District Attorney read to them. This will prevent, in future, the wholesale discharge of prisoners.

Police.

Recklessness of Human Life in Blasting Rocks—Arrest of the Contractor by the Police.—Officers Bilger and Davis, of the Second District Police Court, yesterday afternoon arrested a man named Michael Carrot, a contractor, engaged in the blasting of rock, in a lot corner of Fourth avenue and Seventeenth street, on a warrant issued by Justice Meech, wherein he stands charged on the complaint of Dr. Moffatt, with recklessness of human life in the blasting of rocks, endangering the lives of the inhabitants in that vicinity. A most terrible exhibition of the careless manner of blasting took place about one o'clock yesterday afternoon. The explosion was heard to be very powerful; large blocks of rock were thrown into the air a distance of over fifty feet, two of these pieces weighing five hundred pounds each at least from their appearance and the damage done. Dr. Moffatt occupies a splendid mansion on the second lot from the corner of Fourth avenue and Seventeenth street, opposite Union square, and one of these blocks of stone fell in its descent on the roof of Dr. Moffatt's house, a distance of over one hundred feet from where the blast took place. The rock crushed through the roof into the parlor, distributing the plaster and lath about the room. Luckily, however, the rock jammed between a massive beam and the wall, preventing its further progress. Had it not done so, no doubt the lives of some of the family would have been sacrificed; as it was, they had but barely time to escape The other rock of the same size, fell in the yard breaking a curbstone and burying itself in the grass plot. A very large piece of timber was also thrown into the yard; in fact, the yard, house top, and the adjoining open lot were covered with fragments of rock many pieces of which would have caused death had they struck any person on the head. In the open lot several of the Doctor's children were at play, but providentially had just previous to the blast taken refuge under a back shed The contractor, when remonstrated with in reference to the very careless manner of blasting, remarked that he had discharged the man who put in the blast; that the man had been recommended to him as a great blaster. But, said he, the public improvements must go on, and people must get out of the way. Why, said the contractor it was but the other day we put a stone through Col. Webb's door, and another one through a statue. One of the foremen acknowledged that too much powder had been used in the blast in question, and that the pieces of timber placed over the blast were not of sufficient security to prevent the rocks from ascending in the air. The contractor was held to bail by the magistrate, to answer the charge.

An Affray between Two Waiters—One cut with a Knife.—Two waiters at the Broadway House, named Thomas Goulden and John M'Clenchy, yesterday afternoon were engaged in an affray together, when Goulden seized a carving knife, and inflicted a severe cut on the arm of M'Clenchy. The police were called, and officer Heister, of the Fourteenth ward, took Goulden into custody, and conveyed him before Justice Wood, who locked him up to answer the charge.

U. S. District Attorney's Office.

AUGUST 30.—*Larceny at Sea.*—Charles William Allen, cook and steward of the bark Lucinda Sears, was arrested on a charge of stealing $185 in gold and silver coin from the chest of the captain, on the 12th of June. Held for trial.

Assault with a Dangerous Weapon.—James P. Risk, chief mate of the Queen of the West, was arrested on a charge of having assaulted one of the crew with a cutlass It appears there was a mutiny on board, in the river Mersey, last March, and the alleged assault was committed by the mate when endeavoring to quell the act of insubordination He gave bail to the amount of $500 for his appearance to answer the charge.

Brooklyn City Intelligence.

SCHOOL TAX.—From the report of the Committee on General Taxes, presented to the King's County Board yesterday, it appears that of the sum of $800 000 to be raised in pursuance of the third section of the act, entitled "An act to establish free schools throughout the State," the sum of $42,867.11 is to be raised in this county. The amount required to meet the ordinary contingent expenses of the county, the committee estimate at $24,9 000.

CAVING OF AN EMBANKMENT.—Yesterday morning, a laborer named Kemp Clay, engaged in excavating at Bergen Hill, had one of his legs broken, and was otherwise seriously injured, by the caving in of an embankment. He was taken in charge by the third district police.

DAMAGE BY THE LATE STORM.—The Street Commissioners estimates the damage to the streets of the city, by the storm of Saturday night, at about $6 000.

Personal Intelligence.

Arrivals at the Irving—Hon. J W Bradbury, Maine; Hon A L. Miner, Vermont; Judge Johnson, Texas; Hon. J. W Crane, Maryland; Lieut. Arkwright, England; L. B. Harper, New Orleans; and 278 others.

At the Astor—W B. Coleman, Elmyra; W. Holaday, Philadelphia; E. K. Peabody, do; Captain Tyler, Washington; R. M. Dunear, do; G Willard; New Orleans; J. Gold, Alabama; Luke Baldwin, Boston; D. A. Craig, Kentucky; Major Sprague, U. S. A.; Mrs. Gen. Worth, Washington; and 200 others.

At the American.—L Hurcock, Augusta, Ga.; J. White S C.; C H. Webber, Mass.; C. Keeler, Wisconsin; W. Easley, Virginia; A B Taylor, Baltimore; A. T. Godfrey, Boston; C. Jones, Georgia; A. Anderson, Mobile; Judge Harris, Georgia T. B. Louis, Barbadoes, W. I.; W. Howard, do.; J. Chase, do.; and 90 others.

At the Howard—R S. Mershon, Louisville; O C. Baker, Concord; J. F. Mitchell, Baltimore; H. K. Laughton, Wisconsin; J. Clark, St. Louis; R G. Russell Ohio; L. Shepard, N. C.; W. F. Rockefoon, Detroit; and 78 others.

Gen Franklin Pierce arrived at Portsmouth, N. H., on Saturday, and visited the Navy Yard, where he was received with a federal salute, and left in the evening for Portland where he will spend the Sabbath, and then proceed on Monday to New Brunswick, to attend the commencement of Bowdoin College. He is to preside at the meeting of the alumni

Mrs. and Miss Fillmore, wife and daughter of the President, are spending some time at Berkley Springs The President's family will visit the North soon after the adjournment of Congress.

It is said that Senator Seward will visit England during the recess of Congress.

Commodore Morgan is spending a few days in Washington.

The Attorney General, Hon. J. J. Crittenden, returned to the seat of government last week from a short visit to the sea shore.

Married,

On Tuesday, August 24, by the Rev. Alexander Clements, Mr. JAMES McMINN to MISS MARGARET KELSON, all of this city.

On Thursday, August 26, by the Rev. Alexander Clements, Mr. ROBERT KYLE to MISS SARAH ORR, both of Brooklyn

On Friday, August 27, by the Rev. Alexander Clements, Mr. JOHN SUMMERTON to MISS ELIZABETH MCBANE, all of this city.

On Friday, August 27, by the Rev. Alexander Clements, Mr ANDREW ANDERSON to MISS FANNY HIGGENDOTHEM, all of this city.

Died,

On Tuesday morning, August 31, after a painful illness, KATE LOUISA, only daughter of Edward F. and Mary E. Crosby, aged 3 years and 6 months.

Funeral from the residence of her parents, No 311 Pacific street, Brooklyn, on Thursday morning at 10 o'clock. The friends of the family are invited to attend.

Buffalo papers please copy.

On Tuesday morning August 31, after a long and painful illness, MRS. JANE DOUGHTY, widow of the late Captain Joseph Doughty, in the 44th year of her age.

The relatives and friends of the family, also those of her son in law, D. B. McCullough and J. F. Wenman, are respectfully invited to attend her funeral, this (Wednesday) afternoon at 2 o clock, from the residence of J F Wenman, No. 2 King street.

Boston papers please copy.

On Tuesday, August 31, FRANCES NUGENT, in the 26th year of her age

The friends of the family, and those of her brothers, Peter, John and George Nugent, are respectfully invited to attend her funeral, from her late residence, No. 255 Walker street, this (Wednesday) afternoon, 3½ o'clock. Her remains will be taken to Greenwood.

On Tuesday, August 31, at 12 o'clock, HARRIET A, wife of Solomon Freeman.

The relatives and friends of the family are respectfully invited to attend her funeral, on Thursday afternoon, at 3 o'clock, from his residence, in Union street, between Court and Smith streets, South Brooklyn, without further invitation. The remains will be taken to Greenwood Cemetery for interment

On Tuesday, August 31, CATHARINE ELIZABETH, wife of George A. Curtis, and daughter of John McRae, of this city

The friends of the family, and the members of Hermitage Lodge No. 166, I. O. of O. F., are respectfully invited to attend the funeral, this (Wednesday) afternoon, at 3 o'clock, without further invitation, from her late residence, No 203 West Fifteenth street.

On Tuesday morning, August 31, after a short illness, WILLET COLES, in the 83d year of his age.

The friends of the family are respectfully invited to attend his funeral from the residence of his son, W. H. Coles, No. 66 Bank street. Funeral service will be performed at St Mathew's Church, Christopher street.

At Jersey City, on Tuesday, August 31, ELLEN, daughter of Edward and Eliza Speyer, aged 6 years and 8 months.

The friends of the family are respectfully invited to attend her funeral this (Wednesday) afternoon, at 3 o'clock, from the residence of her parents, Railroad avenue, near Grove street, Jersey City.

On Tuesday morning, August 31, after a short and severe illness, Mr. THOMAS E. BLACK, son of Mrs. Mary ANN Crane, aged 23 years and 6 months.

The friends of the family, and those of his brother, William J. Black, are respectfully invited to attend his funeral, this (Wednesday) afternoon, at 2 o'clock, from his late residence, No. 40 Robinson street, without further invitation.

Philadelphia papers please copy.

On Tuesday, August 31, after a lingering illness, which he bore with Christian fortitude, JAMES DUNWORTH, late, aged 25 years.

The friends and relatives of the family are requested to attend his funeral, from the residence of his mother No. 69 Bayard street, this (Wednesday) afternoon, at 4 o'clock

New Jersey papers please copy.

At New Brunswick, N. J., on Tuesday, August 31 HENRY VAN ARSDALE, in the 83d year of his age

The relatives friends and of the family are respectfully invited to attend his funeral, from his late residence, at 3 o'clock on Thursday afternoon.

At Westfield, Staten Island, on Saturday, August 28, Mr. JOHN BUSELL, aged 78 years and 11 months, after a very short illness.

St. John papers please copy.

At Providence, R. I., on the 4th of August, MRS. ELIZABETH ROSS, aged 36 years after a lingering attack of dropsy, followed by internal hemorrhage. She was buried at Greenwood Cemetery, deeply regretted by all who knew her.

MARITIME INTELLIGENCE.

Movements of Ocean Steamers.

NAMES.	LEAVES.	DATE.	FOR
Washington	Southamp	Aug 18	New-York.
America	Liverpool	Aug 21	Boston.
Arctic	Liverpool	Aug 25	New York
Europa	Liverpool	Aug 28	New-York.
Rambolds	Havre	Se t 1	New-York.
United States	New-York	Sept 1	Aspinwall.
West Wind	New-York	Sept 1	Australia.
Atlantic	New-York	Sept 4	Liverpool.
Prometheus	New-York	Sept. 4	San Juan.
Glasgow	Glasgow	Sept 4	New-York.
B Franklin	New-York	Sept 4	New-Orleans.
City of Manchester	Philadelphia	Sept 4	Liverpool
Ohio	New-York	Sept 6	Aspinwall.
Pezeel	New-York	Sept 8	Rio & St Thomas.
Empire City	New-York	Sept 15	Havana and NO.

FLAMPS FOR AFTER YORK—THIS DAY.

SUN RISES ..... 5 28 | MOON RISES ..... morn 8 22
SUN SETS ..... 6 30 | HIGH WATER ..... morn 10 14

PORT OF NEW YORK, AUGUST 31, 1852.

Cleared,

Ship Washington, Phillips, Liverpool, Frost & Hicks.
Ship John Dunham, Gray, Mobile, Sturgus, Clearman & Co.
Ship Columbo, Harris New Orleans, J W Elwell & Co.
Bark James Hall, Tamsa, Savanilla, Van Brunt & Slaght.
Barq Jasper, Bennett, Charleston, Dunham & Dimon
Brig Rainbow, Stimson Dobey Island, J W Elwell & Co.
Brig Islam Young, Philadelphia, master
Schr J G De Rossith, Furman, Wilmington, Dolner & Potter.
Schr Willett S Robins, Cartwright, Philadelphia, James Hand.
Schr Michigan, Blissett, Baltimore, Johnson & Leaden.
Schr J B Preston, Bacon, Baltimore, Van Brunt & Slaght.
Schr Saltillo, Thompson Beaufort, H P Booth.
Schr Corbalis, Rowland, Philadelphia, Jas W McKee.
Sloop Rippel Dutfee Newport
Barge Philadelphia, Jones, Philadelphia, J & N Briggs.

Arrived.

Steamship Ohio, Davenport, Aspinwall 19th inst, Kingston, Ja, 25th with gold dust and passengers, to M O Roberts.

Steamship Alabama Ludlow Savannah, with mdse and passengers, to Samuel I Mitchill. Aug 30 3 AM, 30 miles SW of Hatteras, exchanged signals with steamship Union, from New York for Charleston same time, exchanged signals with steamship Florida, from New York for Savannah. The Alabama encountered strong head winds the whole way.

Ship Westenberg (of New Orleans), Ford, Havre, 42 days, with mdse and 326 passengers, to Taylor & Merrill The W was taken in tow by steam tug Ajax, Capt Thomas, off Barnegat and taken into quarantine.

Ship Ashburton (of Providence), Taylor, Cadiz, 40 days with mdse to master. The A experienced a succession of strong westerly gales east of the Grand Banks. Aug 7, lat 4, lon 40 20, fell in with the brig Solon, of Yarmouth, Capt Moody, from Ardrossan for Boston, with a cargo of pig iron, in a sinking condition—took off the captain and crew (13 in number), blowing a fresh gale at the time; 8th, lat