Our Washington Correspondence.

WASHINGTON, Dec. 30, 1853.

Extravagance of the Present Administration—Wasteful Expenditure of Public Money—Violation of Law by the Secretary of War—Military Supervision at the Capitol—A Call for the Immediate Interference of Congress.

So much has been said of the economy of the present administration, and the *Union* has made so much capital out of the alleged strict construction which Mr. Guthrie places upon all monetary laws, and spoken out so fiercely against all claimants upon the justice or the treasure of the United States, that it may seem strange to find such a caption to a letter as that at the head of this column. But we desire the public to read the facts which we will present, and we think it will be found that the cry of "economy," and the denunciations launched against former administrations, are mere bald tricks, to prevent the public from discovering the extravagance and recklessness which is going on under the very nose of the President, and by the connivance of certain members of the Cabinet. We begin our exposures by a consideration of the manner in which Mr. Jefferson Davis, the Secretary of War, connives at the enormous waste of money, which, under his charge, is squandered, in direct violation of law, upon the extension of the Capitol.

The act first authorizing the extension of the Capitol directed that the improvement should be made according to such plan as "the President might approve." Mr. Fillmore, after calling to his aid the two committees of the Senate and the House on public buildings, (of one of which Jefferson Davis was a member,) several of the best architects in America, and his Cabinet, adopted and approved a plan for the construction of two wings to the old Capitol, and expended the appropriation of $100,000 in commencing the foundations. The next year (1852) Congress appropriated $500,000, and in 1853 $1,000,000, to carry out the work thus begun. These appropriations of $1,500,000 were made with direct reference to the plan thus approved and adopted by the President; and would most certainly have been withheld if it had ever been intimated that any alteration of the plan in a material point was contemplated.

In the spring of 1853, immediately after the adjournment of Congress, the President, without authority of law, and in express violation of a provision of the deficiency bill of March 3, 1853, broke up the civil superintendance of the work, and placed the same under military control, and the War department appointed Capt. Miegs, of the Engineer corps to the duty of the superintendency.

Is this any part of the legitimate duty of an officer of the army? And are West Point cadets, educated at the public expense, to occupy positions for which there are thousands of civilians eminently more qualified? Is it not a reflection upon the character of American architects and builders, that the President could not find one of this class better qualified for the service than an army officer, whose experience never extended beyond the mathematics of a fortification, or the chemical composition of gunpowder?

The original plan of the extension located the two halls of the two Houses at the respective ends of the two wings, and each was exposed on three sides to the light and air, affording natural ventilation and abundant light. This arrangement met with universal approbation, and will strike every man of common sense as being the very best. The President, who approved the plan, his cabinet, the architects consulted—all concurred in the arrangement. But it will surprise the public to know that, immediately upon the work being placed under military control, at the suggestion of the captain of engineers in charge of the work—as the Secretary of War says in his report—the plan was altered so as to place the halls of the Houses exactly in the centres of the wings! They are each to be surrounded by committee and other rooms, so as to exclude all light and air from the sides. The arrangement of the rooms, with regard to acoustics, is exactly the same as the original plan, for the size, shape and architectural features of the interior are not altered. The ventilation is to be effected in the new plan by artificial means; and for this purpose a steam engine is to be located in the basement of each wing, and fresh air pumped up into the halls. Was ever so monstrous an outrage perpetrated before? A more stupid and ridiculous conception never entered the mind of man. Besides the intrinsic absurdity of the pent up arrangement of the halls, it was a gross outrage and usurpation of power on the part of Captain Meigs, or the Secretary of War, whoever did it, to make any such alteration without the consent of Congress. The appropriations were made with a view to the plan already then adopted and approved, and not with a view to any change in the plan. The proposed alteration, if submitted to Congress, would not have received five votes in either house. But what cares the military power for Congress, or any body else, when it has control?

To make the foundations for these new halls it was necessary to cut through the vast arches of the basement story, and build up immense new walls from the ground, at an expense certainly of not less than $200,000—more than was necessary, or there would have been required if the original plan had been adhered to. So that, under the management of a military officer, the plan of the building is not only to be shamefully ruined, but the expense to government outrageously increased. And can it be possible that Congress will quietly submit to all this? Will the democratic party, who are so constantly stunning the public ear with boisterous professions of economy and regard for the public treasury, shut their eyes to such lavish waste of public money, simply because it is made under a democratic Secretary of War?

But this is not half—the exterior features of the building are also altered for the worse. It would swell this article to too great a length to point out in what manner the east façade has been mutilated. Suffice it to say, that it has been changed to suit a fancy idea of the Captain of Engineers, and enable him to gratify, at public expense, his taste for ine statuary. This will cost the government the Lord only knows how much. Already he has sent to Europe an order for $30,000 worth of sculpture, to be paid for out of the appropriations of Congress. Would Congress have ordered it if Congress had been consulted? Would democratic economists have voted for it? Yet, to make room for this sculpture, which Congress would not have ordered, the military power in charge of the Capitol has changed the exterior of the building, and, in the judgment of architects of good taste, destroyed the symmetrical appearance of the building.

Last spring proposals were received for furnishing and laying the bricks at the Capitol. Bids were made at various prices, ranging from $5 85 per thousand to $10. A fair price would have been about $7 50 or $8. Many men of experience, character, and wealth, would have taken a contract here, and furnished all the bricks required, faithfully and promptly at these prices. Military men required that the lowest bidder should take it, and, accordingly, it was given to a person at $5 85—a sum entirely too low, and known to be so at the time the contract was made. As was expected, default was made, and military rule again required that the officer in charge should not fall back upon another bidder, but go into open market, and purchase where the bricks could be had. The responsible men who bid for the contract at fair prices and failed, of course, made no provision for manufacturing extensively at this place, and Captain Meigs accordingly made his purchases at Baltimore, Philadelphia and New York. Bricks were purchased at each of these places in immense quantities, and freighted at government expense to Washington. It is not yet disclosed, by any official authority, what these bricks have cost when delivered at the Capitol; but the best informed say they will average $13 or $14 per thousand, and they are so much smaller in size than the Washington brick that a thousand will not occupy a greater space than seven hundred of those made here. The freight of those brought from New York, (three millions,) cost alone from $3 25 to $4 25 per thousand, and to this must be added the expense of delivery in New York, the cost of unlading the vessel here, the hauling to the Capitol, and the hacking of them up in large piles, all of which would have been saved if the bricks had been made here, because they would have been delivered at the Capitol.

A contract was also made to lay the bricks in the walls for two dollars and forty-nine cents per thousand; but the contractor made default, and military rule compelled Captain Meigs to get the work done in a particular way. He accordingly employed hands by the day, and the cost to government, under this arrangement, is not less than $8 per thousand. Good competent men, of experience and character, would have taken the work and done it quite as well and as faithfully for $5 per thousand, and been glad to get the job. It, then, costs the government, under military rule, for each thousand bricks laid in the walls of the Capitol, from $20 to $22 per thousand, when, under sensible, practical management, it need not have cost, at the very extreme, more than $13. The original estimates of the cost of the improvement was about $2,600,000; and up to the time the superintendence was taken from the civilians and given to the War Department, the expenditures had been kept strictly and faithfully within the estimates. $600,000 then only had been expended, and the work had advanced most rapidly. Since then $1,000,000 more has been appropriated. The Secretary now asks for the next year $750,000, which will make in all $2,350,000, and within $250,000 of the original estimate. This will scarcely more than half complete the building, if the present system of management is pursued.

The question now is will Congress not put an instant stop to this extravagance, dismiss the military superintendence, and place the work under the management of some experienced civilian of intelligence and high character? An inquiry has already been started in the House in regard to some of the facts above stated, and is now before the Committee on Public Buildings; but it is not comprehensive enough, and does not embrace an investigation in regard to the purchase of bricks and other materials. Let the House raise a special committee, composed of intelligent, impartial, and practical men, and all the facts above stated will be fully developed and proved. The character of the administration for economy, the interest of the treasury, and the speedy and proper execution of the work, demand it.

Society and Politics at Washington—No. 3.

WASHINGTON, D. C., Dec. 27, 1853.

TO THE EDITOR OF THE HERALD.

I wrote you a considerable of a long letter yesterday, and I felt a good deal better when I had eased my mind in that manner. I don't know but this is rather soon to write you again; but if you have not published that letter I would like to make some corrections and alterations in it. I did not know as much as I do now, and I wrote rather sanguinely about contracts and my future prospects. Twenty-four hours turned a complete somerset in my affairs. The fact is, so far as cash is concerned, I got dead broke, and used up emphatically. I had some $37 25 left out of the $50 with which I started from Green Valley, and $500 that I cleared on my influence shortly after I arrived. It is all gone—not a red left. Who do you think did it? That fellow, Mr. Claims. Of course he did. He told me I could double my money last Sunday night, and he took me to a saloon where they play cards on a table, and deal another lot out of a box. He told me to stake all I had on one card, and I did it. I was done in a minute, and the handsome chap who was dealing took the whole pile. I tried to get some of it back, but it was of no use. I was introduced to the proprietor of the place. He refused, point blank, to return me a cent. However, "what is one man's poison is another man's meat," and I have got a situation by my misfortune, and a silent interest in the bank. Old Major ——, who is the proprietor, is, as he told me himself, a whole souled Virginian, and he has provided for me in a way that will give me a chance to make immediate cash funds. After I had lost my money, he took me in his private room. "You are the man that really nominated Frank Pierce?" said he.

"It is said I am so, generally," was my dignified reply.

"You have access, then, to nearly all the leading people, such as the President, Vice President, cabinet ministers, Senators, members, &c., and you are good looking," said he. I smiled, bowed slightly, but did not say anything.

"Would you like to have your $500 and odd back?" asked he. "Would'nt I?" was my answer; and he continued—"You can have it all back, and ten times that doubled before the session closes," said he.

"I am ready to hear any honest proposition," said I; "for although I am interested in a great many claims and schemes coming before Congress, yet I don't like it. It seems like a combination to swindle the government," said I.

"You are an honest, high minded gentleman," said he, "and I honor your feelings. You are not fit to engage in such a low business as carrying claims through Congress. It is really degrading to a high toned gentleman's feelings. Now, I will make you a proposition. You see these luxuriously furnished parlors; they are mine; they are open until daylight; supper at all hours, and wines and liquors that could only come from the vaults of an old fashioned Virginia gentleman of the old school, which I flatter myself I am. Now, what I have to say is this: Your sort of half official position with the chief magistrate is unavoidably recognized. By the way, does Pierce ever play? I know he likes a good glass or two occasionally. Perhaps you can tell me whether he ever indulges in faro?"

I replied that I really did not know.

"Never mind that now; you can ascertain that some other time, and if he does, bring him in here. Any friend of yours will always be cordially received. But, to proceed: You will be allowed to come here at all hours; order supper, champagne, Madeira, and ask your friends to join you; it will cost you nothing. You will also play, but never more than $5,000. I will instruct my dealers in regard to that. Whatever you may win you will return to me; and, as I shall furnish you with capital, whatever you lose will of course be mine."

"Really, you are extraordinarily kind. This is as unexpected as"—

"Hold up a bit, and hear me through: You must get a list of members of both houses—find out the green ones, such as have got money of their own, besides their pay. These are the No. 1 kind, particularly if this is their first session. Get very intimate with them, and bring them here. Play yourself; get them to play; they will see you win, and they will follow suit."

"But suppose they win?"

"Nonsense; that's my business."

"I mean, suppose they lose?"

"Foolishness! that is their business, not yours or mine. Now, suppose you get a rich fellow, member or stranger, to come here with you, and by any chance he should lose $5,000, how much do you suppose I shall pay you in the morning?"

"Can't really know."

"Well, sir, you would receive twenty per cent, or $1,000. Aha! my gay friend, a good night's work for you I reckon, eh?"

"But, would that be strictly——"

"Oh, psha! We must all look after our own interest in this world. I dare say you know fifty people that you could introduce here, that could well afford to lose $5,000, and not feel it. Why, hang it, the very man that introduced you here I had to pay a heavy commission for what I won of you, and here is the money."

He handed me $510. What could I do? Of course I took it, and shortly afterwards, when I had received a somewhat more detailed statement of what I was expected to do, I took my leave. So you see, Mr. Bennett, that I am up again. Had I not succeeded in something tangible, I should really have had to ask you to allow me something towards paying my board bill until Congress acts on the big financial measures I am interested in. Board is not very high here, I am told, although I have not yet seen my bill; twenty dollars a week will get very good hotel board here, although rooms are small and high up. But as I am provided for, as above stated, I shall not make any charge, should I write you anything for the public.

Since writing the above, I have received a letter from home, which has given me a fit of the blues. After all, there is no place like home—as that victim of Washington scheming, John Howard Payne, once wrote, and then foolishly took an office in the empire of Morocco, where he died.

I know you by reputation to be a man of domestic habits, and perhaps the singular letter from my wife might please you to read it. Please return it to me when you have done so, and, if possible, by the next mail. Can it be possible that half she has been told is true? Read and judge:—

GREEN VALLEY, CONCORD CO., N. H.

MY DEAR, DARLING HUSBAND—It seems to me to be an age since you left our home, although it is not, in reality, but a few days. Still, I am very—very lonesome without you; and something whispers to me at night that your visit to Washington will not result favorably for our future quietude and happiness. I wish, dear Samuel, you had not gone away; but do not stay from me one hour longer than you promised. I must write you, for I have heard something that has frightened me. I will tell you, dear husband, what it was. I was over on a visit, the day after you left, to F. I met there old Mr. ——. She was a senator's wife, and has lived a great deal in Washington. When I told her where you had gone, she said—"Indeed, my dear, you ought to have gone with him. No young wife should allow her husband to go to Washington without her." I was frightened, and asked Mrs. —— the reason why she said this. "Because," said she, "Washington is a hell, in which young husbands especially get burned up. They there learn to be libertines, adulterers, seducers, gamblers, drunkards, and dishonest. They spend their nights in gaming houses and naughty places. If their wives go with them there is a hope that they won't be quite so bad as they are sure to be without them." Oh, Sam! she talked with me for over an hour, and told me such heaps of horrid things that I had almost a mind to take our beautiful boy in my arms and go with him at once to protect and shield you from the snares and man-traps which, she says, abound in every house in the capital. But I could not go; and so, when I got home I knelt down with little Henry, and we prayed for papa, and that God would bring him home safe and good to us. Dear Sam! won't you come home as soon as you get this letter? We don't want anything—we have enough and to spare. But oh! if you do not come home as soon as I expect you, may I take Henry and go to you?

Your affectionate wife, C.

There, Mr. Bennett, what do you think? I believe my wife is about half right; but it is a fact—I shan't get away from here very soon. I have a mind to send for her; but then, again, women who are young are just as much exposed here as men. What with three or four hundred members who have nothing much to do except to eat good dinners, drink choice wines and good liquors, and turn the balance of their undivided attention to seducing women;—so, upon the whole I don't think I will send for my wife at present although she is the wife of

THE MAN WHO NOMINATED FRANK PIERCE.

Important Decision in Relation to Emigrant Passengers.

UNITED STATES DISTRICT COURT AT PHILADELPHIA—OPINION BY JUDGE KANE.

The following opinion in relation to the landing of emigrant passengers on the wharf at Philadelphia instead of New York, was delivered by Judge Kane, of Philadelphia, on the 30th ult. It will be read with interest:—

Dennison and others vs. the Wataga.—This case came before me in a summary form a few days ago, and was then decided; but the principles it involved were so important, that I have thought it best to have a record of my adjudication.

The libellants, in number more than a hundred, had engaged with a certain Brennan, ship agent at Cork, in Ireland, for a passage to New York. Some of them had purchased tickets in the first instance, to sail direct to that port, but the vessel in which it was proposed to carry them not being ready for sea as soon as was desirable, Brennan chartered, as it is said, the "between decks" of the Wataga, a vessel then in port, and bound to Philadelphia; and gave to each of the libellants a certificate in the usual form, partly printed and partly written, by which he engaged that they should be carried to this city on board of her, with a written endorsement, that on her arrival here they would be forwarded to New York free of expense.

The libellants repaired on board the Wataga, bearing these certificates, exhibited them to the mate, who was for the time in command, and afterwards to the master, who took possession of them before the vessel sailed, and retained them until required, by the terms of the libel, to produce them before this court.

On the arrival of the vessel at this port, it appeared that the ship agent, Brennan, had no representative here, and neither the master nor the consignees of the ship, recognized any obligation to receive or forward the passengers. On the contrary, from the time that she was fastened to the wharf the master ceased to issue rations or provide fires for cooking; and the party to whom, it is said, the ship agent had written to act in his behalf, declined interfering, averring that he had never authorized Brennan to expect his aid.

Two days after this the passengers were induced to leave the ship and bring their baggage ashore by the assurance that a steamer was waiting to convey them to New York. After carrying their chests, at their own expense, for a mile or more along the city wharves, they found that the steamer had gone without them. It does not, indeed, appear that any steamer or other means of conveyance had, at this time, even been engaged for them by the representatives of the ship agent or of the ship; but propositions to have the passengers carried forward had been made within an hour or two, to the proprietors of the steamer, by persons who, disclaiming everything of legal obligation in the matter, protested that they were moved by charitable feelings alone. These propositions, moreover, being altogether conditional upon further notice, were never carried out into an engagement. The master, protesting a similar absence of liability, had sent after them a supply of food; but the steamer having set out before its arrival it remained with the libellants. Men, women and children crowded under an open shed on the pier, from before noon until after the city lamps were lighted for the night.

Thus destitute, an appeal was made in their behalf to H. B. M.'s Consul, to the Mayor of the city, and to several citizens; and by the charity of these, or some of them, the passengers obtained food and lodging. The next day this libel was filed, under the advice, as we have been given to understand, of Mr Consul Mathew.

In considering the case, I threw out of my mind all reference to the asserted charter party. It was altogether *res inter alios*, and formed no part of the contract with the libellants. I found, then, an agreement made with them by a person who announced himself publicly as a ship agent, and who was proved to have been in communication with the master of the ship; this agreement was made with apparent authority from the master or his owners, since under it the passengers were received on board, and transported to Philadelphia; and the certificate or ticket which expressed its terms having passed into the master's possession before the vessel left the harbor of Cork, and retained by him ever since, without his controverting or disaffirming it in any respect or degree, I had no difficulty upon this aspect of the facts, in considering these agreements as made with his concurrence, and, therefore, binding as the acts of the master.

I held also, that this, being a contract for transportation to a place beyond sea, and for diet during the voyage, was a maritime contract, and that as such, according to the repeated adjudications and established practice of the courts in this and the adjoining district, it was a proper subject of the Admiralty jurisdiction. (See the Aberfoyle, and the Pacific, in the Southern district of New York; and the Achsah, and the Creole, and other cases in this court.) The contract I treated as an integral one; the indorsement having as much effect as the part which was written or printed on the face; the parties, the consideration, the object, altogether one throughout. And inasmuch as it was not set out in any part of the instrument whether the distance between Philadelphia and New York was to be traversed by the same ship or by another, or by steamer, or on the open sea, or through a canal, or even by railroad, I held it to be only the closing stage of the transportation contracted for. As such, it was binding on the ship, not capable of being divided up into parcels involving distinct and limited obligations, but as one single integral liability.

Had even the certificate or ticket set out that the vehicle was not to continue the same, I should have likened the case, I said, to that of goods shipped to or from Bremen, which are for convenience carried by lighters between Bremen and Bremerhaven, where, as we decided some months ago, the ship is bound for the safety and despatch of the subsidiary conveyance—to that of passengers, a familiar one some years ago, who engaged for the voyage from Europe to Wilmington, in Delaware, thence to be conveyed by steamer to Philadelphia—to the contract for passage from England via Halifax to New York, when the line of steamers was interrupted at the former port—and to the great variety of cases, familiar in the contracts of commercial men, where shipments are made for places not directly accessible to the ordinary class of sea-faring vessels—in all of which I supposed the ship to be bound for the delivery of the goods at the place mentioned in the bill of lading. In a word, I asserted it to be the law, that a contract, illegal in its terms, and to be performed principally on the ocean, could be enforced against the ship, although the alleged breach of its provisions occurred in port.

I think this may be fairly deduced from the adjudications I have already referred to in a neighboring district. But unless I am mistaken, it may be traced back in principle to a period earlier than the Romah code. It was the *necessitas navigatium*, the exigencies of maritime commerce, precluding inquiry, for the most part, into the ownership of the vessel or the authority of the master, which implied a liability as under contract from the simple acceptance of the goods on board for carriage. *Dig. Bk.* 14, T. 1, *De exercitator a actione*, §5. It is not till within the eighteenth century that the books speak of this liability as restricted in amount to the value of the vessel and her freight; though from some of the analogies which are traceable between it and the qualified liability of owners for the unauthorized acts of their servants, I do not doubt that the equity, which entered so largely into the administration of the Roman law, must have introduced the limitation practically, at an earlier day. The oldest compilations that have come to us of the customs of the sea, regard the goods as bound in the nature of a *privilegium* for their freight, (Judgements of Oleron, Art. 34.) and require that the goods, though landed at the port of destination, shall be protected there at the primary charge of the ship, until their delivery to the owner—(Arts. Pardessus's numeration); and Cleirac (res et contuzes, 23 and 34.) affirms that *priv legium* is reciprocal between the ship and the cargo.

Now, it would be easy to show that the agreement in favor of this specific liberality, as deducible from either the Diges, or the, perhaps, less ancient laws of the sea, applies with equal force and clearness to all the obligations which were contracted in the case before me. The Roman law held, that goods on their way in lighters from the ships in the place of delivery, retained their rights against the remaining interests for an average loss, (D. Bk. 14, 1, 2, Fr. 4, De Jactu) and that goods when so transhipped still remained at the risk of the vessel, (D. Bk. 19, T. 2, Fr. 13, §1, Locat. Conduct.) The articles I have referred to from the judgments of Oleron, (arts. 24 and 34,) show a continuing liability, even after the voyage has been terminated, and the goods have been landed. The import of them both, and of many other provisions that are found in the books, is merely this—that the shipper, when he places his goods in a vessel under a contract for transportation, is not to be embarrassed by questions of ownership or authority, or purposes of which he knows nothing. He trusts what he sees. If even the person who receives them on board was not constituted by the owner of the ship; if even the master's orders from his owners were that he should admit no substitute in his place; nay, even if they prohibited specially the substitution of that particular person who was found acting on board, the rights of innocent shippers without notice were held not to be affected. De Exercit. act. loc. citat. The reason of it all is found in the policy of facilitating maritime commerce, ("producendum ubilitatem navigantium.")

The reason then applies to all contracts of transportation and to all portions of such contracts, whether made or sanctioned by the master, as it might be reasonably supposed that he was authorized to enter into in the ship's behalf; not merely to such as were to be executed on board the ships, for we have seen that the Roman law extends the principle to the case of goods in lighters, and of goods landed but not delivered; and so did the laws of Oleron. The question narrows itself down to this: was the particular contract, which claims as incidental to it a hypothecation of the vessel, such as might be reasonable, regarded to be without the authority of the party professing to make it?

Now, as the hypothecation in the ordinary case of affreightment is the one most frequently and familiarly noticed in the books, and as its incidents, so far as regards the ships, are the same with those of the passenger contract, I will consider for the moment that the case before me was one of the ordinary sort, for the carriage of goods.

Suppose, then, a contract, such as is disclosed in the facts before, but for the carriage of goods—goods to be transported by ships from Cork to Philadelphia, and thence forwarded to New York—a gross freight reserved for the entire service. In such a case it is plain that the freight would be payable only at New York, not susceptible of *pro rata* apportionment at the will of the carrier. It must be the same with the priviliegium, or security for its payment. We cannot apprehend such a thing as a security for an accruing debt, only incapable of enforcement at once because the liability has not yet been fully matured, which must necessarily be invalidated and become null by consummation of the liability. The implied liability of the goods to the ship must subsist, therefore, in the case I have supposed till the entire contract has been perfected; that is to say, till the goods reach New York, and the freight is paid for the entire carriage.

But the lien of ship and goods being mutual and reciprocal, why should not the hypothecation of the ship to the goods be equally enduring with that of the goods to the ship? Where is the principle, or the statute, or the case, that, professing to recognise mutual and reciprocal securities between two parties to a contract, divides the liability of the one party into segments, and attaches the security to one of those segments only, yet leaves the other's liabilities integral, and its security integral also?

And if this argument would dispose of the question, supposing it to be one of the ordinary affreightment of goods, we must rescind all our adjudications on passenger contracts, and disregard those made in other districts, or we must hold the same law applicable to passenger contracts, and the Wataga therefore liable for the entire performance of her contract.

Passing from this discussion, into which I could scarcely enter the other day, to the question of damages, I observed that the admiralty is not the appropriate forum of vindictive justice. Our objee here is rarely to do more than indemnify the party who has been aggrieved. This we have heretofore sought to do, in the case of the Creole, and others, where the breach complained of presented no aggravating circumstances, by treating the passenger contract as rescinded, and allowing each passenger to receive back the amount he had paid, with a moderate allowance in addition for his necessary expenses while awaiting redress from this court.

I made my decree accordingly, directing the Commissioner to ascertain its amount. I will take care so to mould the further proceedings in the case as to reimburse Her Brittanic Majesty's Consul, and any others who have charitably intervened in behalf of these destitute emigrants, such sums as they have actually expended for their protection and support.

New Books and Music.

We have received from the Secretary of State the quarto edition of the Documentary History of New York. It is, we believe, similar to the 8vo edition in every respect except the size.—A History of the City of New York, by Mr. VALENTINE (Putnam & Co.), throws some additional light on the infancy of the home of the Knickerbockers. Mr. Valentine's reputation has hitherto rested on his manuals; he now aspires higher. We wish him success.—The Patent Office Report for 1852-3 (agricultural and mechanical), will be a valuable addition to the statistical department of a well stocked library. The paper is as bad as usual; but for a book of reference blotting paper will do well enough.—In the same class we must record the receipt of another copy of ANDREW'S very valuable Report, with the volume of accompanying maps. We have, on a previous occasion, expressed our entire satisfaction with the elaborate care and eminent judgment with which this work has been prepared.—The sketches accompanying the Report of the Coast Survey for 1851 are got up with the care and skill which usually mark the geographical publications issued by the Senate.

Mr. FIELD has written a thin volume on City Architecture (Putnam & Co.), illustrated with plates. On a cursory examination we are inclined to think it contains advice from which our city architects might derive much benefit.—A work on agriculture, dignified with the title of Talpa, contains some useful hints for dealing with clay soils.—We have received a couple of cookery books, the one especially intended for invalids, and published by the Appletons, the other styled the Hydropathic Cook Book, written by Dr. TRALL, and published by Fowlers & Wells. The latter will probably be found to realise all the theories of the most ardent hydropathist.

The proceedings of the disreputable Convention of Atheists held at Hartford in June have, we regret to say, been rescued from oblivion, by their publication in 12mo. form, by the committee. Mr. Graham, the phonographic reporter, has no doubt done his duty.

"A Comparative English German Grammar," by ELIAS PEISSNER, late of the Munich University, may possibly prove useful to German students. The author's aim has been to trace affinities between the two languages; and though his reasoning is ingenious, we fear that he has some times strained the natural laws of language. Woodbury and Ollendorff have left little room for a new German grammar.—We have likewise received a useful French and English "Dictionary of Idioms," by M. ROMER, which seems accurate, though very brief and incomplete.

Among the holiday books announced by the Boston publishers, is "Home Scenes and Home Sounds," being a collection of poems and sketches by Mrs. H. Marion Stephens, a well known contributor to the magazine and newspaper literature of the day. The book is to be illustrated and got out in good style. The author is a pleasant, popular writer, and her theory is based upon woman's power of fascination in the home circle rather than her right to rule.

"The Lost Prince: Facts tending to prove the Identity of Louis the Seventeenth of France with the Reverend Eleazer Williams, &c. (Putnam & Co.) is the title of a neat 8vo. of 579 pages, devoted to the difficult task of proving that the unhappy Dauphin of Louis XIV. still lives, and that he and the reputed half-breed Indian missionary, Mr. Williams, are one and the same person. The Rev. JOHN H. HANSON, the author, first started this question—"Have we a Bourbon among us?"—in Putnam's Magazine, last summer; but his argument to prove that we have "a Bourbon among us" being rather unceremoniously handled by Gen. Cass, in a communication to the NEW YORK HERALD, Mr. Hanson enlarged upon the subject, and has since kept enlarging, till the results of his researches and his travels for the proofs have swelled into the volume of facts, inferences, conjectures and arguments before us. All the French authorities proving the death of "the lost Prince," are logically disposed of, and put out of the way, while a string of traditions, accidents and circumstantial coincidences, are made to appear as a chain of facts which incontestibly prove the Prince to be still alive, notwithstanding he died and was buried more than fifty years ago. The living Bourbons believe that the "lost Prince" was one of the victims of that infernal carnival, the first French Revolution. The Duchess d'Angouleme, the sister of the "lost Prince," sensible to the last, died in this belief a year or two ago. But for all this, Mr. Hanson makes out an ingenious case, and the string of historical facts interwoven in his argument makes the book an exceedingly interesting one. Mr. Hanson has done all that human skill and perseverance could for a doubtful client; and all that he can now do is to lay his case before the combined family of the Bourbons. There are not many of them; and they might just as well give Mr. Williams the first chance in the restoration they are dreaming of. He will, if he lives, be "a good enough Bourbon" for their next election.

We have received our usual dose of trashy novels, in and out of brown paper. None are worth mentioning. "Busy Moments of an Idle Woman," (Appleton & Co.,) is a volume containing several pleasing readable sketches. The authoress has not done herself justice by suppressing her name.—A similar collection, chiefly taken from the "Southern Literary Messenger," is republished, under the title of "The Flush Times of Alabama and Mississippi," (Appleton & Co.,) by the author, JOSEPH G. BALDWIN. They are replete with wit and humor.

"Irene and other tales," by Miss Fairfield, (Damrell & Moore, Boston,) is the title of the debut of two young authoresses, who will doubtless add to our libraries and our pleasures. We have no doubt that the tales are in better taste than the dedication.

"The Potiphar Papers," (Putnam & Co.,) are too familiar to our readers to need fresh criticism. As sketches of New York society, they are true and lively; a vein of humor and sarcasm pervades the whole, and evinces the possession, by the writer, of one of the rarest attributes of authorship. They will not contribute, however, to raise the world's opinion of us poor Gothamites.—Books about New York society, high and low, seem the rage just now. Dewitt & Davenport have paid some six thousand dollars to one author for a single volume. From the appearance of a work entitled "New York, its Upper and Lower Million," published at Cincinnati, we should judge the *furor* would shortly wear itself out.

The "Jew of Verona," (Baltimore, Murphy & Co.,) is a translation of a work which is very popular in Italy just now—a romance of the late revolution. One requires to feel a local interest in the drama to enjoy it thoroughly.—Mr. J. P. SMITH has done very badly what Miss Strickland had already done very well—published lives of the Queens of England.

The "Autobiography of an Actress," by Mrs. Anna Cora Mowatt, (Ticknor & Co., Boston,) is likely to become generally popular. The following passage from the introduction reveals the motive of the writer and her design:—

My autobiography needs no preface. Its apology is a promise made to one who had the best right to demand such a pledge, that before I retired from the profession I have adopted, I would publish a record of my life's experiences—a promise now rendered sacred by

The instinct
Which makes the honored memory of the dead
A trust with all the living.

The volume before us is replete with anecdotes of the stage and thrilling incidents of real life, which lend it all the charm of a romance. The history of Mrs. Mowatt, even before she "faced the foot lights," was marked by many singular events. The book contains interesting sketches of numerous celebrities, with whom the author is personally acquainted, although she distinctly states that she has been "chary of great names." Her description of the self discipline of actors—their struggles, trials, and life behind the scenes, are well worth reading, and the narrative of Georgina, the ballet girl, is extremely touching. The work closes with a very able defence of the stage; and, in support of her own arguments, Mrs. Mowatt cites a host of clerical authorities. The style throughout is smooth, flowing, and often poetic.

The first chapter contains a historical reminiscence of the father of Mrs. Mowatt, who was the capitalist in the famed Miranda Expedition, which struck the first blow for the liberation of South America from Spanish yoke. In the frequent mention made of this gentleman we see no allusion to the startling developements which he has recently brought to light in a most important suit with one of our wealthiest citizens. We may be able shortly to furnish our readers with a full account of this singular affair.

Among the most important republications we have received, we class Putnam's new edition of Addison—a work destined to create a new popularity for the essayist in the "Spectator".—Mussey & Co., of Boston, have published a collection of poetic extracts, illustrative of various doctrines of Protestant theology. The typographical execution and paper used in the work are excellent.—A "Book of Songs for Children," (Evans & Brittan,) possesses few merits beyond the transfers from Birket Foster's sketches.

The serials for January are generally good. "Household Words" contains as many instructive and amusing sketches as usual. "Putnam's" has several excellent sketches, and is altogether a very readable number. We hardly think Mr. Putnam will improve the sale of either the magazine or the "New York Daguerreotyped" by serving up small doses of the latter in each number of the former. The "Southern Quarterly" has a smart review of My Novel, a heavy essay on Cuba and the tripartite treaty, and a review of Carey on the Slave Trade, by a lady. "Graham's" has some good poetry from its old contributors, but its prose is very trashy, and the proprietors have not the enterprise to employ native artists for their illustrations. They prefer stealing from "Punch." The "New York Exhibition Illustrated" continues its useful career.

"The American Medical Monthly," (Putnam & Co.,) edited by Dr. Parker, is doubtless destined to fill an honorable place among scientific periodicals. The first number now before us is interesting. Stringer & Townsend's translation of Armengaud's "Book of Industrial Design," generally known as the "Practical Draughtsman," is as full as usual.

From Horace Waters we have received our usual supply of music. His New Year's gifts are lying on most pianos in the city. His educational works for pianos, &c., will be found very valuable for professors and pupils. The "Musical Repository" (Montgomery,) presents the public with one or two pieces of new music, got up in the best style, every week, for the sum of sixpence. It has already reached an enormous sale.

We have to acknowledge receipt of two prints: one a portrait of Judge Wells, of California, the other a lithograph of the Crystal Palace. Both are faithfully executed, but the color has not been applied judiciously in the latter.

Mails and Passengers to St. Louis.

TO THE EDITOR OF THE NEW YORK HERALD.

CHICAGO, Dec. 25, 1853.

As your HERALD is looked to for information on all subjects, you may not be indisposed to give the experience of one traveller for the benefit of those who follow. Avoiding the seat of war at Erie by taking a route via Philadelphia, suppose the traveller to have left the latter city at 8 o'clock A. M. on the 20th. We are told that the trip from New York or Philadelphia to St. Louis is made in three days. I believe it is officially so given out. In our case, on arriving at Pittsburg we were told we had "lost the connection." That is the phrase, meaning that we had arrived too late to proceed West that day. Why this was so did not appear. Proceeding on, after a delay of twenty-four hours, we again "lost the connection," at Toledo, from unexplained causes. Here we found an accumulation of passengers, some coming by Dunkirk, &c., who had left New York at the same time, as I believe that I had left Philadelphia. As to the time I am not certain; but their curses were both loud and deep.

Finally, we arrived here at 11 o'clock yesterday morning instead of 8, and of course "lost the connection." We could only conjecture that this loss of time was caused by the unusual weight of the train, owing to its bringing on the passengers accumulated at Toledo. The result will be that we shall reach St. Louis on Tuesday, if we lose no more connections—that is, in seven days instead of three. My consolation is, that in returning I shall find the road connecting the Detroit and Niagara rivers in operation. This road ought to, and, if properly managed, will, greatly simplify and considerably expedite the communication between New York and the West. The route over which I have been travelling is composed of different roads, not originally designed for a continuous line. The course is, therefore, in some cases, very indirect; and if the traveller, amid the sounding of gongs and the ringing of bells, is at a loss which way to go in the frequent changes of cars, his inquiries for information are answered in a tone which seems to imply that his questions are considered rather impertinent. The writer of this came within an ace of finding himself at Wellsville, on the Ohio, instead of Cleveland, on Lake Erie.

The city of Chicago is a standing source of wonder to those who remember its site a few years ago as the centre of a vast wilderness. Not only is it a busy town of some 30,000 or 40,000 inhabitants, but the character of its improvements shows how much more closely the West is treading on the heels of our Atlantic cities than most of the inhabitants of the latter are at all aware of. It cannot, however, be an agreeable place. Its low and level streets are covered with boards, giving one the impression of a floored marsh. VIATOR.

One of our subscribers in St. Louis, who states that the stipulated mail time between that city and New York, by the way of Chicago, is four days, sends us the following record of the receipt of the HERALD:

Dec. 21.—Received DAILY HERALD of Dec. 12—9 days out.
" " " 14—7 "
Dec 22. " " 15—7 "

We hope that the Postmaster General will take these facts into careful consideration.

The National Democrats in Ohio.

CANTON, Stark Co., Ohio, Jan. 2, 1854.

J. G. BENNETT, Esq.—

SIR—As an evidence of the political feeling here in regard to the important movement in your State, you may take the decision of the Canton Lyceum as an index, as four-fifths of its members are staunch democrats of the Jackson school.

LYCEUM.

The Canton Lyceum will meet on Friday evening, December 30, at 6½ o'clock, at Union Hall, when the following question will be discussed:—Ought capital punishment to be abolished?

Affirmative—John H. Klippart and S. Surburg.
Negative—L. Schaefer and J. W. Roseborough.
Essayist—E. M. Grimes.

The question discussed last evening, viz., "Was the course pursued by the national democrats of the State of New York, at the recent election, right?" was decided in the affirmative, both as to the merits of the question and merits of argument. Ladies and gentlemen are invited to attend.

SAMUEL SURBURG, Secretary.

P. S.—The above is taken from the democratic organ of this county.

Religious Intelligence.

The sixth discourse before the Young Men's Association of the South Dutch Church, in Fifth avenue, will be delivered this evening by the Rev. J. Addison Alexander.

Bishop Whitehouse, of Illinois, will preach the quarterly sermon, this forenoon, for the benefit of the Free Church of the Holy Martyrs, in Ludlow street.

ORDINATIONS.

Rev. Mr. White, son of the late Rev. Mr. White, of Union College, was ordained as a minister of the Gospel, by the Third Presbytery of New York, on the 5th inst. The ceremony was performed in the Spring Street Presbyterian Church.

Rev. W. W. Lovejoy was ordained pastor of the Universalist Society in Waterville, Me., on the 14th ult.

On Tuesday, December 27, Mr. Artemas W. Sawyer, a graduate of Newton Theological Institution, was ordained as pastor of the First Baptist Church in Lawrence, Mass.

Rev. Alonzo H. Quint was ordained pastor of the Mather (Orthodox) Church, Jamaica