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BROWN & BRADY,

INDIANOLA, TEXAS, TUESDAY, JUNE 28, 1853.

PUBLISHERS.

The Church-Yard Bears an Added Stone.

The Church-Yard bears an added Stone,
The free show a vacant chair,
Here Sadness dwells and weeps alone,
And Death displays his banner there.

The life has gone, the breath has fled,
And what has been no more shall be;
The well known form, the welcome tread,
Oh! where are they, and where is she?

As ead the ransomed soul to bliss,
And tread with joy the crystal shore,
While rests the wearied clay in this;
The bow receive an angel more.

Before the throne there was a sea of glass the
sun crystal." Rev. iv.

Reminiscences of Western Texas.

No. 6.

Murder of Roark's Party in 1829.

In the month of December, 1829, a party of men from the Brazos, with a drove of pork hogs for San Antonio. The party consisted of—Roark, Sr., his son Leo, David McCormick, Cox and Davis.

They crossed the Guadalupe at Gonzales and followed the old road. On the third night from Gonzales, they encamped at the "Forty Mile Water Hole." At that time small parties approached little danger from Indians on that route, and observed no great care in their stopping places. At daylight on the next morning, however, they were attacked by a band of savages who had crept their position during the night, and after a brief struggle, the elder Roark, Davis and Cox were killed, when McCormick and Leo Roark, a boy of 12 or 13 years, mounted their horses and escaped, the former towards Gonzales, the boy on the road to San Antonio. We do not remember the exact time, but it has always been said by old settlers that the distance of forty miles has never been made by a single horse in this country, in as short time as the horse of little Leo made to San Antonio. An old ranger quipped remarked that he made time as if the π were behind him, torch in hand. Frightened as he must have been, he yet made a full and correct report of the affair, and begged for men to go to the scene as soon as possible, hoping that by some possibility, his father and friends might be alive, although shot down below his light.

It was not, however, till the second day afterwards that a detachment of Mexican soldiers reached the water hole. A shocking spectacle presented itself on their arrival. While the body of Davis had been in no way mutilated either by the Indians or wolves, those of Roark and Cox had been shockingly mangled and their heads scalped and ears and noses cut off by their murderers, and the wolves had almost devoured their remains.

It is said, by some that on some account the Indians of Texas, for some reason or other, are at times prevented by superstition from scalping or otherwise mutilating the bodies of particular victims. It could only be supposed that this cause operated to protect from such brutality the body of Davis, and being comparatively free from external blood the wolves were not tempted to prey upon it. The remains of the unfortunate victims were of course interred.

Boaie's Campaign in 1832.

The history of the celebrated fight between Col. James and Robin P. Bowie, with nine others on the 29th Nov. 1831, and 164 Tawacani and Waco Indians, six miles below the old Spanish Fort on the San Saba, had been so well known, that it is unnecessary to insert it here. We would only repeat, that Bowie's party had started out to work the San Saba silver mines; but the day before reaching their destination they were overtaken by an old Comanche chief, a friend of theirs, who told them that they were pursued by this formidable band of warriors, determined upon their destruction. The Bowies made a forced march to reach the Fort by night but failed, and took up a position in a small, but dense, vine-covered grove, on the bank of a small creek. Early next morning they were surrounded and attacked by 15 times their number. That almost incredible contest has, by common consent, been classed as the most remarkable and chivalrous Indian fight in the annals of Texas. It continued from sunrise to sunset, and was even bravely contested by the savages; but Bowie's superior position, amounting to almost absolute protection, with the indomitable skill and desperate courage of the heroic little troupe, foiled every effort of the assailants, and forced them to abandon the siege, after losing forty odd warriors, including several chiefs, while Bowie's loss was but one killed and two wounded. The Indians having retired, after two or three days rest, Bowie started for San Antonio and got in safely. Col. Bowie, whose indignation had been aroused by this unexpected and treacherous assault of the Indians, now determined, on the first practicable occasion, to seek revenge upon them, and teach them more of the man whom they had already denounced as a devil. Accordingly in the following autumn of 1832, Bowie, (James) left his home in San Antonio for the purpose of fitting out an expedition at Gonzales for the object he had so much at heart. He soon raised a company of 42 chosen men, and left Gonzales in December, 1832.

In the mean time, however, a party of friendly Comanches visited San Antonio and learned Bowie's object. They became uneasy for their own people—said some of their people were then with the Waco's and they must hasten home to separate them,—they were great friends of Bowie's, (said they)—loved brave Americans very much and Bowie in particular—wished him great success in killing Wacos, for they were all rascals and thieves at best—not honorable Indians like the Comanches; but they did not wish him to kill Comanches for Wacos, and they hurriedly left for the wilderness.

Among Bowie's men were Col. Talbot Chambers, (then late of the U. S. Army), Nestor Clay and Basil Durbin, the same who was so severely wounded at the breaking up of Gonzales in 1826, and afterwards at mission San Jose in 1829, but who still lives to narrate very many thrilling facts of our early border times.

Our party passed up the San Marcos and Blanco to the Piedra Blanca, Llano and on to the old San Saba fort; thence north-west to the Colorado very high up; thence down the Colorado to the mouth of the San Saba; thence across to the Waco village on the Brazos; but every where through that prolonged route, he found the same sign—his friends, the Comanches, in warning their own tribe, had spread alarm and dismay among all the Indians in the country, and a general flight to the north had been the sequence. Through every pass and valley, Bowie found their fresh trails bearing to the far north—his campaign was a failure—his vengeance unappressed.

From the Waco village, Bowie bore for San Antonio. On the Guadalupe, at the foot of the mountains, he met with the celebrated Deaf Smith, on a bear hunt. Here his men concluded to halt and join the hunt.

Bowie made a short visit to his family in San Antonio (his wife was a daughter of the Mexican Governor Vermejo), and then returned to the hunt, on which he and his men, with Deaf Smith, continued till June, feasting on bear and buffalo meat, honey, plums and grapes; and finally all came in so fat and grossy that, with their long and bushy hair, their friends could scarcely recognize them.

A WORK FOR EVERY LIBRARY.

Once more we call attention to the "Industrial Resources"—a work we have prepared and published at great labor and expense, which contains all the important matter of 13 volumes of the Review and seven years, which is beautifully printed, handsomely bound in three volumes of 600 pages each, or 1,800 pages in all, and is within the cheap price, to wit, \$3 per volume (as we pay the postage on cash orders for the work about 35 cents per vol.). Ought not every subscriber to the Review to obtain this truly beautiful and complete edition, with which he can have, or we will have for him, at a low rate, all future volumes bound uniformly?

If planters cannot spare the means now, we will receive orders upon commission, merchants in large towns, payable on sale of next crops. Surely this is liberal; but, having gone to an enormous expense, we do wish to be reimbursed. If any one is not pleased, return the book at our risk and cost. Will not our friends stir themselves in getting and sending orders?

We trust that our friends who intend ordering the "Industrial Resources" will do so without delay, as the edition is small, and we desire to close it. As an evidence of how little expensive and laborious publication, it is only this time, north of the Potomac, have been sixfold larger than at the South. Indeed, the subscription list to the Review is almost as large in New York as in New Orleans. The "Industrial Resources" embrace every article of value contained in the 13 volumes of the Review, besides an immense amount of other matter, brought down to the first of January, 1853.—DeBow's Review.

Advertisement.

Published by order of *Indians*, No. 84.
At a called meeting of Indiana Lodge, No. 84, of F. and A. M., at their Lodge Room, in Indianola, June 17th, A. D. 1853.—A. L. 5853, the following Report was adopted, and ordered to be published in the *Indiana Bulletin*, together with the documents hereto appended.

J. C. CLELAND,
Acting Secretary.

To the Workful Master, Wardens and Trustees of Indiana Lodge, No. 84.

Your committee, to whom was referred certain publications in regard to the (alleged) loss of a large sum of money on board the steamship *Texa* by Abram K. Peiser, one of the firm of Peiser & Bro., of this city, and certain letters in relation thereto, beg leave respectfully to

REPORT

That they have patiently considered the several matters referred to them, and that they are firmly impressed with the belief that Messrs. John H. Stewart, Charles Rapley and John B. Burke, in view of all the circumstances and proceedings had on board the steamship *Texa*, as disclosed in the correspondence and matters referred to them, could not reasonably have come to any other conclusion than that they did, or have done less than publish the facts as they appeared to them, in justification of the steamship and passengers.—And that we do believe Stewart and others were not actuated in signing the publication by any spirit of animosity or improper motives to the work of Mr. A. K. Peiser. We are irresistably led to this conclusion as to Bro. Stewart and Burke, by the personal letter of our brother Stewart to Messrs. Settle and Winneboro, of this city, bearing indubitable evidence, as it does, of truth and sincerity, and having been written, as appears, at or about the time of the publication alluded to, when the circumstances as they transpired were fresh in his memory, and the private letter of Bro. Burke, to a gentleman in Lavaca, bearing, equally indubitable evidence of truth and the purity of his intentions.

We are also of the opinion that the (subsequent) card of Mr. John B. Burke, published in the *New Orleans Daily True Delta* of 14th May, was called for, and fully justified by the circumstances of the case, and the publications which were made in this city upon the subject, and that he could not have done less than make the publication in vindication of himself and associates.

Your committee beg leave also to state, that we recognize brother John H. Stewart as a worthy member of the Western Texas Lodge, No. 84, of our Fraternity, and that we have full information that Mr. John B. Burke is a worthy brother Master Mason.

In view of the premises, your committee would recommend to the Western Texas Lodge, No. 84, last, the letter of Bro. Stewart, to Messrs. Settle and Winneboro, and the letter of Bro. Burke to a friend in Lavaca, all appended hereto, to be published in order that a distribution of all the facts, and the publications which were made in this city upon the subject, and that he could not have done less than make the publication in vindication of himself and associates.

Respectfully submitted,

W. H. WOODWARD,
S. T. SEAWELL,
H. S. CUNNINGHAM,
D. BEAUMONT,
J. C. CLELAND.

Eda. True Delta: My attention has been directed to a communication in a late number of the *True Delta*, headed by the "Character of Peiser Vindicated," which purports to be the result of an investigation by the Western Texas Lodge, No. 84, of a charge made against Peiser, in the card of April 10th, signed by Messrs. Chas. Rapley, J. H. Stewart and myself.

Whilst, from the testimonial of many respectable gentlemen, inserted in this communication, of Mr. Peiser's standing in this city, and the evidence of Captain Belmont and Mr. Le Sage, that he was in possession of the large amount of \$12,300 in bank notes when he started from Indianola on New Orleans on the 4th of April, I am constrained to believe that he was in possession of the same on the night of the 5th; I must submit the important question to the public and to Mr. Peiser's friends, whether his conduct, under the circumstances of the case, was not such as to warrant the suspicions which were entertained of him by his fellow passengers.

As it is not singular that he should have deposited \$1200 for safe keeping with the clerk, and retained the large amount of \$13,300 on his own person?

Was he not extremely culpable, by his own negligence in retaining this money about his person, after he had been warned by a sensible and experienced friend, of the danger to be incurred by doing so, and more particularly, when, according to his own evidence, efforts had been made on two successive nights to rob him?

This negligence was but one of the chief causes of suspicion. The report of the investigating Committee on the steamer will show, conclusively, that a difference of statement, of a very material nature, respecting the amount of money said to be lost, was made by Mr. Peiser, during the day on which he made the disclosure of his loss, and on which the investigation was had by the voluntary action of the passengers, to aid him in the recovery of his money. Can he be explained why Mr. Peiser first stated that his loss was a small amount of pocket change, then \$2000, and afterwards \$13,300? We may admit to the fullest extent, the confusion and perturbation incident on the discovery of the loss by Mr. Peiser, and, at the same time, be totally unable to account for these discrepancies in his statement. If the money was counted by the book-keeper of the firm, in conjunction with Mr. Peiser, he unquestionably knew the precise amount, or very nearly so. He also knew whether he had on his person, when he went to bed on the night he was robbed, a small amount of pocket change, or the sum of \$2000 or \$13,300. This is strange—very strange, indeed! He, however, is not explained, or even referred to in any of the cards published under the heading of the "Character of Peiser Vindicated." The reason why this is not done, must inevitably be, that the conduct of Mr. Peiser was not only unambiguous, but unaccountable and inexplicable.

This conduct of Mr. Peiser, however, if it were possible to be explained on any just or proper principles of human action, is also accompanied and associated with conduct and statements relative to the amount of money deposited with Mr. Dorset, first clerk of the steamer, whose strange and unaccountable conduct even that above specified, why he did state at one time to me and to others, that he had \$15,000 deposited with Mr. Dorset, and at another time, to Capt. Lawless, that this deposit amounted to upwards of \$12,000, when it proved to be only about \$1200 when counted by a committee as a difference as existed in his statement as to the amount of which he asserted he had been robbed.

What was the legitimate and inevitable conclusion to be drawn from the nature and force of these circumstances? Could it be otherwise than that he had made mistakes as to the amount which he said was stolen, at the most unsuspectingly had done so to the amount which he alleged was on deposit? If he was in that particular and

Accountable state of mind which disqualified him from knowing what was on deposit, could it be supposed for a moment that he was correct in the amount which he afterwards stated to be stolen, or may he, a motive clearly inferred, for his misstatement as to the amount said to be stolen, but it is hard to discover a like motive for the misstatement of the amount on deposit.

These were some of the main circumstances which influenced the opinions of his fellow passengers as to the improper and very suspicious conduct of Mr. Peiser. To these may be added the facts, that neither his statement does nor the lock here evidence of violence; that, whilst the search was actively progressing, he was using efforts to stop it, and that, although he asserted that he suspected two individuals of the theft, he failed to cause them to be arrested.

If the passengers formed their opinions of him from knowing him only from his conduct in this affair, I can only say that he was far from being strange, or in any way unreasonable, in what he did, or in what he said, and that the opinion expressed, and now other, should have been formed: Could any impartial jury have rendered a different verdict from the one so much complained of?

The passengers of the *Texa* acted a proper part and formed an opinion from the evidence before them. If their opinion of Mr. Peiser was incorrect, he, and he alone, is responsible. It was correct, first, by his own imprudence in retaining about his person, instead of depositing it in the strong box of the steamer; and then making contradictory statements about it.

In losing the large amount of money, Mr. Peiser was not the victim of the officers and passengers, but he was the victim of his own carelessness. He might have been retained in his quarters, leaving to others the endeavors to forest all the money and the thief. Had he pursued this course, without interfering, as he did, with the active efforts of the officers and passengers, instead of creating doubts of his assumption, he would have received the warmest sympathies of all on the failure to discover the money.

But what was the case? The sympathy elicited for him on the occasion of the discovery of his New York unaccountable statement, and the exasperation of some, at what they deemed the outrage committed on their persons by the unscrupulous and only delayed by the kindly influences exercised by the latter.

With regard to Mr. Stewart, who is severely dealt with, by implication, in the late communication, I will state that the errors in the card of April 10th were typographical; that Mr. S. was not the writer of the card; that the copy published in the *True Delta*, and the copy published in the *True Delta*, were not the work of Mr. S., but of some other person, who, in copying the card, had made several errors, and that Mr. S. relinquished his card in his behalf.

In corroboration of the statements made in this card, I refer to Capt. Lawless and Messrs. Dorset and Clark, the 1st and 2d clerks of the steamer, who, on the 4th of April, were present at the meeting of passengers, held on this subject, which is in charge of the two latter gentlemen.

J. B. BURKE.

Brandon, May 7, 1853. June 28 '53.

NEW ORLEANS, APRIL 29 '53.

MR. WEXFORD,
Dear Sir—It becomes my duty to state to you, or some one of your Lodge, an incident which occurred on board the steamer *Texa*, on her way from your town to this city. Mr. A. K. Peiser, a member of your Lodge, was on board on the morning of the 4th inst., that on the night of the 5th, he had taken from his room, out of the pockets of his pants, money, a gold watch, together with his pants, &c., the money consisting of bank bills on Louisiana, New York, &c., and one on the Southern Bank of Kentucky.

He first, in the morning, stated the amount lost was only first change, the sum of \$30 or \$40; but some time after said it was \$2000, then \$3000, thence \$12,000, then between thirteen and fifteen thousand, and finally fixed the amount at \$13,300.

Every one on board was assembled in the saloon of the boat directly after dinner, committees appointed to search every body and every thing on board, who, after much labor, reported no discovery.

When the meeting organized for the occasion, Charles Rapley, U. S. agent, being chairman, and Dorset and Clark, first and second clerks of the boat being secretaries, went into a full examination of the matter, having previously assumed, as an affidavit made by Mr. Peiser, sworn to before the chairman of the meeting, (no person aboard having authority, otherwise, to do so.) The minutes of the meeting remain in the hands of the clerk of the boat as the property thereof, where any one interested may see them, upon New Orleans, and the examination was, that all on board, officers of the boat and passengers, believed Mr. Peiser had lost no money, nor ever had the same, as stated.

He deposited, when he went aboard the *Texa*, of Fowler's Hat, a bag of silver, amounting, I believe, to about \$1200, and it is not believed he had any more.

The passengers were very much incensed against him, believing it was one of the Dutch merchant tricks so often practiced, of late years, upon New York merchants, whereby their falsehoods had been compensated at a few cents or a few bits upon the dollar.

Mr. Peiser, an Odd Fellow from Galveston, and myself, defended Mr. Peiser, so far as we could, and even went so far as to say, upon New York, that he had finally been compelled to believe him guilty of fraud for fraudulent purposes, and will now and hereafter have no more connection with him, as an Odd Fellow.

He is either a crazy man—a liar, or a person of great dishonesty, and who will resort to falsehood to aid his purpose.

JNO. H. STEWART.

EXTRACT of a letter from Mr. Burke to a friend in Fort La Vega, Bayamo, May 16, 1853.

DEAR SIR—I owe you thanks for your kindness in sending me the *True Delta* containing the receipt of your letter, I received the *True Delta* containing a copy of the same. I have forwarded to the *True Delta* some of the publications which you will have seen before the letter reaches you. On consideration, I prepared the first publication from the fact, that, as a private individual, it was impossible to make any money out of the matter, and that the only person interested in it was the person who had been robbed, and who had no direct personal interest. But the conduct of Peiser was such that it was the opinion of all on the *Texa* that he should be exposed, and that the only way to do so was to publish the facts, and to have them written out and signed by the officers of the publication. It would therefore have been most advisable to have had nothing to do with the matter, and to have left it to the person who had been robbed, and to have done so in the particular part of the country in which Peiser resided. The card, however, told the whole truth, according to the testimony developed.

Yours,

J. B. BURKE.

Capt. Fowler, a clever boatman, is building a fine boat for the Texas trade, at the Messrs. Howards' ship-yard. She is to be 180 feet in length, and a very staunch boat. She will run a portion of the time across Galveston bay.—Louisville Courier.

THE COTTON TRADE.—A correspondent (not a factor) says the N. O. Bulletin, has furnished us the following communication in relation to the supplies and consumption of Cotton and the prospect of the trade:

The position of the Cotton trade at this advanced period of a season, in which a crop unprecedented in its extent, is likely to prove even insufficient, at moderate prices, for the wants of the world, cannot but be interesting.

The total receipts at the ports are not likely to exceed

From last year and over	3,200,000
The stock on 1st Sept. may be equal to last year and over requires to be taken into account. This country will take for its consumption 750,000	
The continent of Europe and other foreign countries besides G. Britain, about the same as last year	800,000
Leaving for Great Britain	1,650,000
Of this Liverpool has received up to 13th May	750,000
Other ports in G. Britain will have received at least	100,000
And previous to 31st Dec. 1852, of this crop all the ports about	800,000
Total	1,650,000

Which leaves yet to receive from this country 591,705

Stock in Liverpool, of all kinds, on 13th May 728,295	
In other parts of the country, say	100,000
Supply to be received from other countries besides America in Great Britain, after 13th May, cannot exceed	400,000
And to be received of new crop before 31st Dec. 1853, say	150,000
Total	1,378,295

There will be available for consumption in G. Britain from 13th May to 31st Dec. 1,970,000

The rate of consumption of 40,000	
bales per week for 23 weeks, is 1,320,000	
The export for 23 weeks, at 5,000	
bales per week, is	1,150,000
Total	1,680,000

Probable stock at the end of the year in the whole country 485,000

The consumption of Great Britain is generally thought to be more, nearly 45,000 bales per week than 40,000, at which I estimate it; and if so, the probable stock, as above will be reduced by 165,000 bales; and from the fact that the exports from Great Britain, according to the last Board of Trade returns, show an increase of 23 per cent. over last year up to the same time, I am induced to think 45,000 bales per week a fair estimate.

Looking at the rapidly increasing prosperity of the world, the social comforts arising from it, the consequent dissipation of the appearance of political insecurity, it is matter for gratulation that so large a crop of Cotton has this season been gathered, and it must be a subject of regret to know that the accounts from all parts of the country, relative to the growing crop, represent the plant to have suffered serious damage. The weather is still unseasonable, and should there be, after nearly three months of very dry weather, a long season of wet, which is not improbable, still further damage must necessarily be the consequence, and a comparatively short crop.

An enhancement of price, consequent on these facts, is absolutely necessary to check the enormous consumption now going on, in order that there be a supply of Cotton at all equal to the consumptive wants of the world when obliged to be circumscribed.

NEW MODE OF DEEPENING SUGAR.

The public will be glad to learn that a new and simple and highly successful mode of clarifying sugar has been recently discovered and put in practice by Wm. H. Gilbert, Esq., of the Parish of Ascension.

The result of the experiments thus far made, that sugar can be obtained by simply clarifying the juice in the ground, as white and fair as it is possible to make it by any other mode.

The clarifying fluid used exclusively by Mr. Gilbert is prepared for the common open kettles, and no extra expense or outlay is required in its application. The fluid is introduced into the ground, instead of lime, which has hitherto been used, and clarifies without coloring, or any way impairing the strength and purity of the juice. The clarification is so perfect that the syrup, when thrown out into the coolers for granulation, is to all appearances as rich as ordinary yellow syrup, and consequently more sugar is made, and more rapidly too than by any other mode.

The charges made by the discoverer for the use of the fluid is merely nominal in comparison to the benefit derived to the planter, say one dollar per bushel for the season, and the cost of the fluid, which is about 80 cents per bushel additional.

The system adopted by Mr. Gilbert offers every advantage which can be derived from the common style of sugar-houses, without any change of fixture, and without any additional cost.

The experiments thus far have been very satisfactory, and beautiful sugar and syrup have been made from inferior juice even, and sold at an advanced price.

Mr. Gilbert intends to issue circulars, and to call on the planters generally to introduce his *clarifying fluid* in season for the coming crop; and we earnestly commend to those who are interested in the culture and manufacture of sugar, to avail themselves of his discovery. It is believed by many who are acquainted with the facts, that in the event all the expensive machinery and elaborate modes of fabricating sugar will give way to this simple process, which requires no additional outlay beyond the ordinary furnace, and is within the reach of all, even the most economical planters.—*DeBow's Review*.

General Mansfield, Inspector General of the Army, it is said, has been ordered to a visit of reconnaissance of the Mesilla or disputed territory between Mexico and the United States.

INTERESTING LEGAL DECISION.—A case has been recently decided in the U. S. States Circuit Court at Richmond, Va. before Chief Justice Taney, which involves questions of interest to the commercial community and some others. The Richmond Mail, gives the points of the case as follows:

"The cause turned mainly upon the legal effect of letters written by the creditor to the debtor, urging the payment of a negotiable note, and asking the debtor to 'remit the money' and 'forward the amount of the note.'" Upon the alleged faith of these letters the debtor deposited the money in bank notes in the mail, in a letter addressed to the creditor in Baltimore. The letter was lost and never came to the hands of the creditor.

The debtor, R. D. Dun, of Essex county, Virginia, had executed his note to the plaintiffs, Selman & Son, of Baltimore, for about \$700, payable at the Farmers' Bank of Virginia. Before it fell due Dun, the defendant, visited Baltimore, asked that his note might be ordered back from Richmond, (whether it had been sent for collection, to Baltimore, and kept there, promising to pay it in whole or in part before leaving. He failing to do this, the plaintiffs wrote him urgently for payment. He replied, stating that he had been to Richmond at the time the note fell due to pay it, but could not find it, and asking where it was. To this plaintiffs replied, "your note is here, forward the amount and we will send your note to you." The defendants also proved that the merchants in Essex were in the habit of remitting money to Baltimore by mail.

The plaintiff's counsel relied on a decision of the Court of Appeals of Virginia, reported in 3-Grattan's Reports, in which it was held, in a very similar case, that no proof of such local custom could be given to affect the creditor, and that a letter directing the debtor "to remit money" did not authorize transmission by mail.

Chief Justice Taney, in the present case, disapproved of that decision, and instructed the Jury that evidence might be given of such custom, and was proper, it being somewhat a question of commercial usage; that the Jury might, if they pleased, infer authority to remit by mail, in this case; that if the creditor used language calculated to mislead the debtor, it was his own risk; and that if the defendant Dun might reasonably have supposed, from the circumstances that the plaintiffs intended to authorize transmission by mail, then the Jury would be justified in finding for the defendant.

The Jury returned a verdict for the defendant.

A novel funeral occurred in N. York a few days ago according to the *Tribune*. The deceased was C. E. Brown, who was the husband of Mrs. Fish, so extremely famous as the inventor of "Roche's Knockings." The services were commenced by prayer and reading the scriptures, and the Rev. S. S. Britton, who is known as a writer on "Spiritual Manifestations," followed with an address. We quote the *Tribune's* account of the remaining exercises:

"At various points in his address, there were rappings, sometimes apparently on the bottom of the coffin, and at others on the floor, as if in response to the sentiment uttered. The rappings were loud enough to be distinctly heard in every part of the room, but they elicited no remark from any one. Prof. Britton read a communication, purporting to come from the deceased since his entrance into the spirit world, through a medium who was not present, and apparently intended for those assembled. Whilst it was being read, the rappings were very distinctly heard. At the close of the address several friends hung the piece on 'Spiritual Manifestations,' followed with an address. We quote the *Tribune's* account of the remaining exercises:

"When will nonsensical humbugging cease!"

An official announcement is made in the New York papers that the Crystal Palace exhibition will open on the 15th of July.

The following are some of the round numbers of our country's greatness, in contrast with that of the three other great Powers: The number of acres in the United States is reported at 2,081,759,000. Our population in 1850, was 23,267,488, which is one person to every eighty nine and a half acres of land in the United States. The area of England and Wales is 30,909,080 acres, with a population of 17,605,831, which makes one person to two and a half acres. So if our population were as dense as that of England, we should have 892,400,000. The population of France is one person to every three and a half acres.—China has a population of 519,240,253, with an area of 830,829,200 acres, which is one person to every "res and a fourth acre. The increase of population in the United States for the last ten years has been about 38 per cent; in China, for the same period, 10 per cent; in France, 17 per cent, and in England, 15 per cent. By these figures it will be seen that the per cent. of increase in the United States has been nearly equal to that of China, France and England together.

It appears by the U. S. Treasurer's statement that the net amount in the several depositories, subject to draft on the 23d ult., was \$20,350,250 23¢. In this city, the Assistant Treasurer had \$920,111, and the Branch Mint had \$971,127 16¢. A transfer of \$100,000 had been ordered to the Assistant Treasurer here.—*Piscataway*.

DEPARTURE OF THE ARCTIC EXPEDITION.—Dr. Kane's Expedition to the Polar Sea took its departure on the morning of the 31st ult., from the Battery, New York. His vessel, the "Advance," was escorted from the harbor by the steamer United States. A large crowd assembled to see her off.

The recent law of Congress, authorizing the coinage of \$3 gold pieces, went into effect on the 1st day of June. They will add very much to the portable change of money.

W. H. HALL, by B. L. BRITTON, Chief Justice.

The note used on is expressed in the following terms, viz:

WASHINGTON, March 31, 1846.

On the first day of June next, I promise to pay Benjamin L. Britton or order \$174 for value received, which when paid will be in full of judgment obtained by W. W. Williams in the Hampshire County Court, against N. K. Elliot, the 8th of October 1845.

WM. HALL.

The record of the judgment referred to in the note was introduced in evidence, and it appeared that after some ineffectual efforts to collect the same, it was by order of B. L. Britton, the assignee of Williams, and who is plaintiff in this suit, was returned under levy. This was in October, 1844. W. W. Andrews, a witness, testified that he was not in the room when the note was made, but was in the house at the time, and was present at the signing of the note. That the defendant assumed the payment of the judgment, and gave the note for its amount, and as a further consideration of said note, the property of N. K. Elliot which has been levied upon by execution, was to be released on the execution of said note, and that this was accordingly done; and that neither the said note nor judgment, or any part thereof had ever been paid.

These are all the facts which are involved in the point which will be under examination.

"I shall not stop to inquire whether this might not be regarded as an original undertaking. It is to be considered as a collateral engagement, it is as an attitude more favorable to the defendant, as it will then present a question of great importance, which has not been heretofore adjudicated in this State, and that is whether the note or agreement, having no consideration expressed therein, is void, or whether the consideration, as was done in this case, may be proven by parol.

The clause of the statute out of which this question arises, is expressed as follows, "No action shall be brought, whereby to charge the defendant upon any special promise to answer for the debt, default, or miscarriage of another person, unless the promise or agreement upon which such action shall be brought, is in writing, signed, &c." This clause is identified with that embodied in the statute of 29 Charles II., and the laws of most of the States of Union, with the addition of the word "promise," which is not in the English statute, nor in those of any of the States. For more than a century subsequent to the English statute, its practice, universal and uniform construction had been the consideration of the agreement within the scope of the statute need not be expressed on the face of the writing. For the first time, in 1803, in the case of *Wain vs. Walter's Estate*, it was decided that the consideration must be expressed in the contract itself. This connection excited surprise, and was much questioned, but was finally recognized and followed in England as approved authority. Story on Contracts, 3d ed., Sec. 20, vol. 2, p. 122, though latterly its force has been much weakened, the courts of England being disinclined to take the rule strictly, considering loose expressions on the face of the instrument as implying a consideration, 3 Kent, 122. The construction in *Wain vs. Walter's Estate* was adopted in some of those in which it is first received, it has either been overruled, or greatly modified. The words "value received" being considered sufficient expressions of the consideration, 3 Hill 8, C. E. 48; Dudley 30; 24 Wendell 25. The question to the proper construction of the statute was elaborately argued in the case of *Packard vs. Richardson et al.*, 17 Mass. 122, and in an opinion marked with the profound ability and skill which have distinguished the opinions of Chief Justice Taney, and the words of the statute were construed to mean that the consideration need not be expressed in writing, and that it may be proven by parol.

In the language of Chancellor Kent, on the subject of contracts, "No contract can be enforceable without the consideration of the party who is bound to follow the construction adopted by courts of that State, carefully avoiding the expression of their own views on the question. The opinion of the court was delivered by Justice Story, and his view of the rule requiring the consideration to be expressed in writing, may be deduced from the Treatise on contracts published by his son, and which is to the effect that such construction nullifies 4 out of 5 of the *bona fide* guaranties given in the course of commercial transactions, and nullifies accurately given and received in good faith, without conferring any corresponding benefits. Story on contracts 862, note.

It is worthy of remark that the word agreement was taken in its legal, and not as it before had been, in its popular significance, on the subject of contracts. Mr. Mathis in *Hale* who was supposed to have drawn the statute. This has been discovered to be a mistake, the statute was a piece of patchwork altered after its original introduction by judges and civilians, and thus arriving at the form it finally assumes in the Statute Book, note referring to 3 Swann 464.

Our statute contains the word promise in addition to agreement, and under similar statutes in Virginia and Tennessee, the English construction has been rejected, and the words "promise" and "agreement," in the part of the contract to attempt an original interpretation of the language of the legislature. This has already been given and with an ability and fullness which leaves nothing untouched. We have only to choose between the two constructions which will be more advanced, and upon the higher authority, and we have no reason to say that the rule of interpretation, as expressed in the case from Massachusetts, meets our approbation. The object of the law was to protect men from the "bait" and inconsiderate engagements, to give a present and future promise, and therefore some memorandum for their agreement is required to be in writing. It is certainly a far fetched construction of the terms that not only the agreement, but that all the motives and considerations which induced the party to enter into it, should also be expressed.

We are of opinion that the note used upon, was not void, and that the proof of its

TERMS OF THE BULLETIN. This is Dollars per annum, if paid in advance...

LOCAL ITEMS. During the past week, we have had numerous refreshing showers...

Dr. N. Chambliss, candidate for the Senate from this district, paid us a short visit on Friday and Saturday.

RELIGIOUS EXERCISES.—We are requested to say that a Sacramental meeting commencing on Friday evening next...

Vocal Music.—We learn with pleasure, that at the solicitation of many persons, the Rev. John M. Cochran, pastor of the Presbyterian church in Indianola...

The Masonic Lodge of Indianola celebrated St. John's day on Friday last. A procession of 50 members moved from the Hall to the church...

MELANCHOLY DEATH.—We are pained to announce the death of Mr. Charles J. Mitchell, editor of the Victoria Advocate...

We also learn that Mr. George W. Murphy, a tinner, was drowned at Port Lavaca last week.

THE PEISER AFFAIR.—We publish on our first page to-day, at the instance of the Masonic Lodge of this place, certain articles in regard to the late robbery of Mr. Peiser. In so doing, we wish it understood that the publication is inserted as an advertisement...

MEXICO. The future of our nation, distracted Mexico is clothed with melancholy forebodings to the friends of freedom.

OUR SCHOOLS.—SABBATH AND DAY. It is matter of felicitation to the people of Indianola to witness the increased facilities rising up in the city for the moral and mental improvement of our youth...

OUR SCHOOLS.—SABBATH AND DAY. We also have a Bible Society, a Masonic and an Odd Fellows' Lodge; by which it will be seen that Indianola, though but six years old, has made rapid strides.

THE CHURCH.—Mr. Cole's Ice Cream establishment opened last night, and was visited by a number of ladies and gentlemen.

THE FOURTH OF JULY. Monday next, the fourth of July, will be celebrated in this place as follows: At 9 o'clock, p.m., precisely, the Calhoun county Bible Society will hold its first annual meeting in the church...

A barbeque will be given in the upper room of the warehouse of Baldrige, Sparks & Co, the exercises commencing at 12 o'clock, m., the dinner at 4 p.m.

THE DIFFERENCE AGAIN. In noticing our statement last week that the schooner Nebraska grounded and laid aground 5 days on her way to Port La Vaca...

THE SAN ANTONIO RAIL ROAD. Mr. Jones, of San Antonio, one of the contractors to build this road, left for the north some days since.

TRADE WITH CORPUS CHRISTI.—We are glad to see that the trade of Corpus Christi with Indianola, which began little over a year ago, has grown into considerable importance.

INDIANOLA HIGH SCHOOL. Messrs. Brown.—As a parent in this city and a patron of the above school, I am gratified to see that it has commenced under such favorable auspices...

AMONG THE PASSENGERS BY THE STEAMSHIP TEXAS, which arrived at New Orleans on the 17th, from Vera Cruz, are General Almonte and Senor Pacheco, the newly appointed Ministers from Mexico...

THE ST. CHARLES HOTEL.—A statement of the affairs of the Hotel company has just been made by the Secretary of the Board of Directors.

THE NEW YORK SPIRIT OF THE TIMES announces a grand running match horse race between two large operators in California, to come off before the 10th of June.

RAILROAD STOCK.—On looking over the reports of the earnings of fourteen railroads taken indiscriminately from Ohio, Pennsylvania, New York, Connecticut, Indiana and Georgia...

TEXAS WHEAT.—We are pleased to see in our city the Hon. J. W. Brockton, of Collins county. He informs us that the wheat crops in that region of the State are turning out a most abundant yield.

SPANIA, MEXICO AND CUBA.—Letters received from Havana by the Black Warrior, state positively that the Spanish Government has been unable to purchase the island of Cuba from the United States...

It is estimated that Georgia has nine hundred and sixty miles of railroads at a cost of \$20,000,000. That's something to brag on.

del that must cut out their substance in fruitless, interest-paying taxation. We contend that if we cannot build rail roads on fair and reasonable terms...

THE AMOUNT OF AMERICAN INDEBTEDNESS TO EUROPE is calculated to be nearly, if not quite, \$350,000,000, and a large amount of stocks are constantly going out for sale.

THE NAVIGATION OF THE AMAZON.—The Washington Union publishes a decree issued by the President of Peru, dated Lima, April 15th...

THE ST. LOUIS INTELLIGENCER states that three scientific expeditions are now on their way to explore a tract of country known as the Great American Desert...

ARRIVAL OF CUBAN EXPEDITION.—The following officers who were engaged in the Cuban Expedition, under Gen. Narciso Lopez, and sent to Spain for trial, which resulted in their being transported to Cuba...

CHINA AND THE UNITED STATES.—It is reported in Washington that the President of the United States has tendered to Senator Thompson of New Jersey the office of Commissioner to China...

MR. GUNGH stated in a recent lecture at Trenton, N. Jersey, that 600,000 persons had signed the pledge, and connected themselves with the Washington movement...

THE N. Y. TRIBUNE notices with regret the report that since the death of Junius Smith, the culture of the Test Plant on his plantation in S. Carolina has been neglected.

COMMANDER LYNCH, of the United States Navy, who went on a preliminary expedition of observation, a few months ago, to Africa, has returned.

THE STATE OF ILLINOIS provide that railroad companies shall pay \$5000 for every life lost on a train of cars through the carelessness or recklessness of the company or its agents...

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IT is calculated that not less than one million of the inhabitants of Ireland have left their shores within five years.

PORT OF INDIANOLA. Arrivals for the week to June 27. Steamship Perseverance, Forbes, from New Orleans, June 21, 1858.

CANDIDATES. FOR CONGRESS. We are authorized to announce Maj. W. H. SCURRY as a candidate to represent the Western District of Texas in the Congress of the United States.

FOR GOVERNOR. We are authorized to announce Governor F. HANBROUGH BELL, as a candidate to represent the Western District of Texas in the Congress of the United States.

FOR THE SENATE. We are authorized to announce JAMES LITTLE, Esq., as a candidate for the State Senate for the counties of Calhoun, Jackson, Lavaca, De Witt, Victoria and Goliad.

FOR REPRESENTATIVE. We are authorized to announce WILLIAM W. VARNELL, Esq., as a candidate to represent Calhoun and Jackson counties in the next Legislature.

I. O. O. F. CELEBRATION. The members of Western Texas Lodge No. 28, I. O. O. F., will celebrate their first Anniversary on the 4th day of July next.

JUST RECEIVED. I HAVE just received a fine assortment of Youth's and Misses Shoes, Boots and Slippers, Bonnets, Gentlemen's tip cloth Shoes, Ladies ties and Husbands Slippers and Boots, which I will sell for cash.

FEMALE SCHOOL. MRS. KINNEY has opened a School for Females in Indianola. Having had long experience in teaching, she hopes to receive a liberal share of patronage.

PETERSBURG STORE. Pennington & Scruggs, Dealers in Dry Goods, Groceries, and GENERAL MERCHANDISE, PETERSBURG, Lavaca County, Texas.

SIMPSON & JONES, Attorneys at Law, INDIANOLA, TEXAS.

250,000 FEET LUMBER on hand, a full and complete assortment of lumber, including flooring and ceiling, rough saw plank, weather-board, flooring, all sizes of scantling, 2-inch and 1 1/2-inch plank, doors, window sash, blinds, etc.

THE STATE OF TEXAS. In Justice Where County of Calhoun. Daniel Egan, Plaintiff vs. P. Banker, Defendant.

WILL practice his profession in the 10th Judicial District, in the Supreme and Federal Courts of Texas.

Notice. The undersigned has been appointed by the county court of Calhoun county administrator of the estate of John B. Tucker, deceased, and of said estate.

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