

THE BULLETIN. JOHN HENRY BROWN, EDITOR. INDIANOLA, TEXAS.

THURSDAY, JULY 22, 1852.

We are happy to be able to inform our friends and correspondents that the steamer, which we have been so long expecting, will arrive on Monday.

We have the indulgence of our subscribers for not sending them our paper with the same frequency as we have been so long expecting, which we have no control over, but hope to prevent it occurring again.

We would refer our readers to the advertisement of Messrs. North & Fort. If anything is desired, and a thorough knowledge of the business will ensure success, they will surely attain it.

The lighter will leave for the steamer at 2 o'clock P. M. to-morrow. The mail closes at 12 M.

We have been blessed during the past week with copious showers of rain.

In conversing with a gentleman recently from San Antonio, we learn the decision of the Commissioners to select the terminus of the Gulf Railroad has been postponed until the second Monday in December. However, the Engineers and Surveyors of this road were to have made their report on the 20th inst.

Our informant tells us considerable was said in San Antonio in regard to calling an extra session of the Legislature. We hope this may be done, as owing to the large amount of business left undone at the last session the imperative wants of the people demand it.

Death of Gen. Roman Jones.—Gen. Roman Jones, Adjutant General of the Army, died in Washington on the 19th inst.

Our contemporary of the Corpus Christi Valley, (Gen. K. Lewis, Esq.) is on his way to the Pacific and other points, for the purpose of increasing the circulation and securing the aid of correspondents for his already interesting paper.

After some two months of rather dull times business is reviving again, and within the past week a large number of wagons were loaded for the interior.

Col. Sparks of the firm of Bald, Sparks & Co., arrived at Powder Horn on the 17th inst.

The steamer United States arrived at this port from New Orleans on Monday, and departed for that port the following day. To her clerk we are indebted for a file of late papers.

The first number of a new paper called the "Citizen Plant," published at Washington, Tex., and devoted to the interests of the South, has just come to hand. We give it a hearty welcome.

The homage to Henry Clay a memory is general throughout the country, and now that he has passed away from the stage of life, the papers and the people of all parties seem to rival each other in their desire to do justice to the power of his mind, the purity of his purpose, and the patriotism of his heart. Our exchanges teem with eulogies on the great statesman.

The schooner Aristo arrived at Powder Horn on last Saturday with 100,000 feet of lumber for the construction of the Gulf Railroad.

THE STRAIGHT FORWARD.—From a recent account in a Southern paper, the Beneficial Journal, it appears there has been a meeting, within a short time, on the eastern shores of Scotland the wreck of a large steamer, from its original appearance it has been a vessel of some size and displacement, who after examining it minutely, pronounced it to be that of some large steamer that a number of years since.

From all the circumstances, there can be but little if any doubt but that this is the wreck of the steamer President, and some time since she was wrecked, and not a vestige of her now ever found in all the sea.

The Corpus Christi Valley announces the death recently at that place of Mr. Ephraim H. Bates, the deceased came to Texas at an early period of the history, participated in her struggles, and suffered in common with others, the sufferings of the Texas Revolution.

The schooner Sarah Elizabeth, Capt. Webb, arrived at this port, from Pensacola, on 10th inst., with 75,000 feet of lumber, consigned to H. Hays & Co.

It is stated that there were 1,200 buildings destroyed by the late fire in Montreal, and that it is impossible to estimate the loss.

An attempt was recently made by some Mexicans to murder Mr. William A. Herd, of Victoria, while on his way to the Rio Grande.

A Whig Constitutional Union Convention was held at Macon, Ga., on the 16th and 17th inst., and nominated Daniel Webster as President and Charles J. Jenkins, of Ga., as Vice President.

Twenty-two thousand Postoffice accounts were examined in the office of the Auditor for the Postoffice Department, during the quarter ending 30th ult.

ANTONIO AND GULF RAILROAD.

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The statement of "A," that Power and Hewison had the right to land titles in this section of the country at the date of the title of possession in this case, is more accurate, in the opinion of the facts, as shown by the records of the Land Office, and laws of the country. The facts, as I understand them, are these: Power and Hewison in 1825, petitioned the general government of Mexico, through the Governor of the State of Coahuila, and the Ten Cost Leagues, lying between the rivers Lavaca and Nueces, except what was contained by the Alamo, with four hundred families. The petition was granted so far as to give them the right to colonize four hundred families, within the Ten Cost Leagues, lying between the rivers Lavaca and Nueces. In June, 1825, Power and Hewison entered into a contract with the Governor of the State of Coahuila and Texas, by which they obligated themselves to colonize two hundred families within the Ten Cost Leagues, lying between the rivers Lavaca and Guadalupe. This was a departure from the proposition made by the general government, and was void for a want of a necessary consent, and a reciprocity of obligation. But in a year after, the contract was extended to the Nueces, between which and the Guadalupe, they agreed to settle two hundred families within the time limited by the first contract. In 1827, three additional years was added to the contract, in 1832, the extension of time was repealed, and in 1834, six years longer of time was given to Power and Hewison, provided they should fail to comply with the conditions of their contract. In November, 1834, they represented to the Governor of the State, that their contract had failed, and asked for the sixteen leagues of land, which was made by law, a full satisfaction for their claims as empresarios, which were granted to them. Then, by the limitation of the contract, it expired on the 30th of June, 1834, and as the Governor, after the 26th day of March, 1834, could not extend the contract, nor make new ones, this contract became dead by operation of law, and consequently, at the date of the title in question, in the case of Jones and Darnley vs. Cook and others, it had no vitality and could not occupy this position, that is, a main in philosophy, "that no two bodies can occupy the same space at the same time."

But, although I have shown that Power and Hewison had no authority, since the 12th of June, 1834, to colonize this section of the country, yet I will not say that De Leon had. Martin De Leon, who made the contract to settle one hundred and fifty families in a section of country, between the Colorado creek and Lavaca river, bounded below by the Ten Cost Leagues, could not have made a contract to colonize the Ten Cost Leagues, between the rivers Lavaca and Guadalupe, previous to June, 1834, for we have seen that Power and Hewison had the right to that time, and he could not have made the contract since that time, as a decree 272, passed on the 24th day of March, 1834, prohibited new contracts from being made, and indeed, Martin De Leon died in the spring of 1834, and he cannot be seriously considered that he made a contract after he was dead.

In 1825, the Political Chief was empowered by the Governor of the State to settle the controversy between Martin De Leon and Power and Hewison, according to their respective contracts, but that if there was any conflict in the bounds of their contracts, the matter must be reported back to him, for a final settlement. Then, as the Political Chief had special power to settle this case, according to their respective contracts, he cannot give to De Leon, that which his contract did not include. The Ten Cost Leagues was a boundary by his own creation in 1825, and I can only believe that no contract was made by him before his death for any part of the Ten Cost Leagues, either with the State or General Government.

If the successors of De Leon made a contract with the State since his death, they should show it. But, as De Leon's contract did not include this section of the country, if a contract was made it was a new contract, which the law declared should not be made since 1834.

I will not notice the fact, that Governor in his effect this would have upon the titles. Personal obligations, like penal obligations, die with the obligor. What confidence could the State or General Government have in the morals of a people, admitted and examined by a self constituted authority? But there is a veneration about an old title that defies the logic of reason, the force of truth, and the power of eloquence. Old titles have charms which the multitude have an interest in them, and if they are not legal, the field of presumption is wide and fertile. The learned Judge of the tenth Judicial District, sustained an old claim which the party claiming under it, proved to be a mistake. But it is said that there is a report in the Supreme Court, and as they have to give their reasons for their opinion, their opinion will be a guide for the Judges of the lower Courts, but when will that be? The Governor says that that the number of Judges on the Supreme Bench must be augmented, how can we get the claims. Would that better the nation's wealth not be distributed, and men be more likely to disagree than three?

It is a great pity that the great are not always good, and that the dull are not always ignorant. The Judiciary act should be amended so that if the Court will not decide a case within a reasonable time, the Judges should forfeit their salary. There can be neither State or Federal in keeping wages under advancement for years, under the disguise of hope, perhaps, but protection will cause the parties to compromise. PATER NOSTER.

For the Indiana Bulletin. THE UNITY OF LABOR. In a previous article, I have discussed the relations which existed between the production and the non-production. As the subject was not exhausted by the article suggested by me, I under the appropriate title "Labor's Unity."

The acquisition of wealth is the chief good, and avails the predominant quality of society. The great strife in the capitalist against the laborer, in which the latter is for the most part passive and the necessary and imperative wants and bodily affections of man, are the result of avarice and avarice proceeds. A show of political unity and equality are impossible, society is avarice, a system of oligarchy, partial protection, trade, all with different and rival interests in most respects, and some united by any bond of private interest. Industry is solitary, selfish, unsocial. Man is placed in the isolation, without the freedom and independence of the untamed savage, who roams in the prairie.

Poverty is a necessary incident of such a social organization, not as the result of calamity or crime, directly and inevitably, but as the inevitable result of avarice, which the clearly induced necessity of oligarchy and constant experience testify, must be entering in every generation, of institutions who force families of the one, or the other, in the third generation, have no inheritance but poverty and toil, and before some earliest path physical obstructions in jangling like bottomless abysses, on every side. Poverty in itself, is not always an evil at the worst of the light. To the soul which has learned and feels its freedom and power, it is scarcely at all an evil. The dry crust eaten beside the gushing fountain, is a full equivalent and compensation for all that luxury lavishes upon its feast, as the gains of a millionaire's own "Fountain," or a "Grosly," is more glorious in the eyes of the universe, than all the dazzling vestures of pampered royalty. The moment a man acquires the self consciousness of manhood, that moment he is the master of destiny. The environments of fortune are in truth, mere accidents, with them or without them, he is infinitely rich, for the eternal treasury of knowledge are his.

But the development of this sentiment is the fruit of a culture, to which the condition of poverty presents constant and increasing obstructions. In one who is born in destitution, and must in the most favorable circumstances, wait the hopeful energies of youth and strength of manhood, in endless toil before he can redeem himself from the bondage of care, for mere animal necessities, it will hardly be less than a miracle if this self-consciousness should be awakened. Poverty then is an evil only, in the consequence it brings in its train, which the worst and most bitter, are the necessity of excessive toil, and the ignorance which that involves.

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And hope claims no less from you: A seed of glory fills the sky; And shadow looms in every star. G.

For the Indiana Bulletin. Mrs. Zenas & Brady.—Within the last year, about the 15th of June, that the late Lavinia Brady, died in the city of New York, at the age of 17th of June, that Lavinia and her husband had the right to their title of possession in relation to this section of the country, and that she was the right, but Lavinia had not, which he proved by a main in natural philosophy, "that no two bodies can occupy the same space at the same time." This is a true position in philosophy, but it is not true in relation to the colonization contracts of Martin De Leon, and Power and Hewison. But, before I discuss this question, I should make an apology to the Courts and all their dependents for the pains and penalties of *copyright*, because it is not polite to discuss questions pending in the Courts of the country. And, as the Courts assume to be the guarantors of each other, and of the reputation of the attorney, I will not descend to justice, as I have "A," because your editorial states that he is the attorney in the case of Jonevauv Darnley vs. Cook, &c., but will confine myself to the facts shown by the laws and records of the country.

The statement of "A," that Power and Hewison had the right to land titles in this section of the country at the date of the title of possession in this case, is more accurate, in the opinion of the facts, as shown by the records of the Land Office, and laws of the country. The facts, as I understand them, are these: Power and Hewison in 1825, petitioned the general government of Mexico, through the Governor of the State of Coahuila, and the Ten Cost Leagues, lying between the rivers Lavaca and Nueces, except what was contained by the Alamo, with four hundred families. The petition was granted so far as to give them the right to colonize four hundred families, within the Ten Cost Leagues, lying between the rivers Lavaca and Guadalupe. This was a departure from the proposition made by the general government, and was void for a want of a necessary consent, and a reciprocity of obligation. But in a year after, the contract was extended to the Nueces, between which and the Guadalupe, they agreed to settle two hundred families within the time limited by the first contract. In 1827, three additional years was added to the contract, in 1832, the extension of time was repealed, and in 1834, six years longer of time was given to Power and Hewison, provided they should fail to comply with the conditions of their contract. In November, 1834, they represented to the Governor of the State, that their contract had failed, and asked for the sixteen leagues of land, which was made by law, a full satisfaction for their claims as empresarios, which were granted to them. Then, by the limitation of the contract, it expired on the 30th of June, 1834, and as the Governor, after the 26th day of March, 1834, could not extend the contract, nor make new ones, this contract became dead by operation of law, and consequently, at the date of the title in question, in the case of Jones and Darnley vs. Cook and others, it had no vitality and could not occupy this position, that is, a main in philosophy, "that no two bodies can occupy the same space at the same time."

But, although I have shown that Power and Hewison had no authority, since the 12th of June, 1834, to colonize this section of the country, yet I will not say that De Leon had. Martin De Leon, who made the contract to settle one hundred and fifty families in a section of country, between the Colorado creek and Lavaca river, bounded below by the Ten Cost Leagues, could not have made a contract to colonize the Ten Cost Leagues, between the rivers Lavaca and Guadalupe, previous to June, 1834, for we have seen that Power and Hewison had the right to that time, and he could not have made the contract since that time, as a decree 272, passed on the 24th day of March, 1834, prohibited new contracts from being made, and indeed, Martin De Leon died in the spring of 1834, and he cannot be seriously considered that he made a contract after he was dead.

In 1825, the Political Chief was empowered by the Governor of the State to settle the controversy between Martin De Leon and Power and Hewison, according to their respective contracts, but that if there was any conflict in the bounds of their contracts, the matter must be reported back to him, for a final settlement. Then, as the Political Chief had special power to settle this case, according to their respective contracts, he cannot give to De Leon, that which his contract did not include. The Ten Cost Leagues was a boundary by his own creation in 1825, and I can only believe that no contract was made by him before his death for any part of the Ten Cost Leagues, either with the State or General Government.

If the successors of De Leon made a contract with the State since his death, they should show it. But, as De Leon's contract did not include this section of the country, if a contract was made it was a new contract, which the law declared should not be made since 1834.

I will not notice the fact, that Governor in his effect this would have upon the titles. Personal obligations, like penal obligations, die with the obligor. What confidence could the State or General Government have in the morals of a people, admitted and examined by a self constituted authority? But there is a veneration about an old title that defies the logic of reason, the force of truth, and the power of eloquence. Old titles have charms which the multitude have an interest in them, and if they are not legal, the field of presumption is wide and fertile. The learned Judge of the tenth Judicial District, sustained an old claim which the party claiming under it, proved to be a mistake. But it is said that there is a report in the Supreme Court, and as they have to give their reasons for their opinion, their opinion will be a guide for the Judges of the lower Courts, but when will that be? The Governor says that that the number of Judges on the Supreme Bench must be augmented, how can we get the claims. Would that better the nation's wealth not be distributed, and men be more likely to disagree than three?

It is a great pity that the great are not always good, and that the dull are not always ignorant. The Judiciary act should be amended so that if the Court will not decide a case within a reasonable time, the Judges should forfeit their salary. There can be neither State or Federal in keeping wages under advancement for years, under the disguise of hope, perhaps, but protection will cause the parties to compromise. PATER NOSTER.

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