The Nebraska Advertiser.

DEVOTED TO ART, SCIENCE, AGRICULTURE, COMMERCE, NEWS, POLITICS, GENERAL INTELLIGENCE AND THE INTERESTS OF NEBRASKA.

VOL. II. CITY OF BROWNVILLE, NEMAHA COUNTY, N. T., THURSDAY, JANUARY 28, 1858. NO. 31.

Nebraska Advertiser

IS EDITED AND PUBLISHED EVERY THURSDAY BY

BURNAS & LANGDON,

Second St. bet. Main and Water.

(Lake's Block,)

BROWNVILLE, N. T.

TERMS:

One copy one year if paid in advance, - - $2,00
" " " at the end of 6 months, 2,50
" " " " " " " 12 " 3,00
Clubs of 12 or more will be furnished at $1,50 per copy, provided the cash accompanies the order, otherwise.

RATES OF ADVERTISING:

One square, (12 lines or less,) one insertion,	$1,00
Each additional insertion,	0,50
One square, one month	2,50
" " three months,	4,00
" " six months,	6,00
" " one year,	10,00
Business Cards of six lines or less one year,	5,00
One Column, one year,	60,00
Half Column, one year,	35,00
One fourth " " "	18,00
One eighth " " "	10,00
One Column, six months,	35,00
Half Column, six months,	20,00
One fourth " " "	10,00
One eighth " " "	6,00
Announcing candidates for office, (in advance,)	5,00

Cash in advance will be required for all advertisements except where actual responsibility is known.

Ten per cent for each change be added to the above rates.

Yearly Business Cards of five lines or less, for one year, $5,00.

All advertisements will be considered by the year, unless specified on the manuscript, or previously agreed upon between the parties.

Advertisements not marked on the copy for a specified number of insertions, will be continued until ordered out, and charged accordingly.

All advertisements from strangers or transient persons to be paid in advance.

The privilege of yearly advertisers will be confined solely to their own business; and all advertisements pertaining thereto, to be paid for extra.

Yearly advertisers have the privilege of changing their advertisements quarterly.

All added advertisements charged double the above rates.

Advertisements on the inside exclusively will be charged extra.

BOOK AND FANCY

JOB PRINTING!

2,500 per hour.

Having added to the Advertiser Office Card and Job Presses, New Types of the latest styles, Inks of all Colors, Bronzes, Fine Paper, Envelopes, &c.; we are now prepared to execute Job Work of every description in a Style unsurpassed by any other office in the United States.

Particular attention will be given to orders from a distance—in having them promptly attended to.

The Proprietors, who, having had an extensive experience, will give their personal attention to this branch of business, and hope, in their endeavors to please, both in the excellence of their work, and moderate charges, to receive a share of the public patronage.

BUSINESS CARDS.

BROWNVILLE.

A. S. HOLLADAY,

SURGEON, PHYSICIAN And Obstetrician.

BROWNVILLE, N. T.;

Solicits a share of public patronage, in the various branches of his profession, from the citizens of Brownville and vicinity.

MISS MARY TURNER,

MILLINER AND DRESS MAKER.

First Street, between Main and Water.

BROWNVILLE, N. T.

Bonnets and Trimmings always on hand.

C. W. WHEELER,

Architect and Builder.

OFFICE BET. MAIN AND WATER STS.

Brownville, N. T.

JAMES W. GIBSON,

BLACKSMITH

Second Street, between Main and Nebraska,

BROWNVILLE, N. T.

U. C. JOHNSON,

ATTORNEY AT LAW,

SOLICITOR IN CHANCERY

AND

Real Estate Agent,

BROWNVILLE, N. T.

REFERENCES.

Hon. Wm. Jessup, Montrose, Pa.
R. S. Bently, " " "
John G. Miller, Chicago, Ill.
Wm. K. McAllister, " " "
John Cr Miller, " " "
Charles N. Fowler, " " "
R. W. Ferguson, Brownville, N. T.
O. F. Lake, " " "
July 7, 1857. 47-1y

R. PEERY, M. D.,

SURGEON, PHYSICIAN

And

OBSTETRICIAN,

ELDORADO, N. T.

RESPECTFULLY tenders his professional services to the citizens of Nemaha county and adjoining counties, both in Nebraska and Missouri.

April 14th, 1857. 51-6m

I. T. Whyte & Co.,

WHOLESALE AND RETAIL DEALERS IN

DRY GOODS, GROCERIES

Queensware, Hardware,

Stoves, Furniture,

Country Produce,

BROWNVILLE, N. T.

G. W. HURN,

SURVEYOR,

NEMAHA CITY, N. T.

WILL attend promptly to all business in his profession when called on; such as subdiving Claims, laying out Town Lots, Drafting City Plats, etc., etc. 37-tf

OLIVER BENNET. WM. B. GARRIT.
JAMES P. FISKE. AUGUSTUS KNIGHT.

OLIVER BENNETT & CO.,

Manufacturers and Wholesale Dealers in

BOOTS AND SHOES,

No. 87 Main Street.

(FORMERLY, No. 101, CORNER OF MAIN AND LOCUST.)

ST. LOUIS, MO.

WM. OSBORN.

DEALER IN

CLOCKS, WATCHES,

Jewelry, Plated Ware, Cutlery, Spoons, &c., &c.

NEBRASKA CITY, N. T.

ENGRAVING and REPAIRING done on short notice and ALL WORK WARRANTED.

A. D. KIRK,

Attorney at Law,

Land Agent and Notary Public.

Archer, Richardson Co., N. T.

Will practice in the Courts of Nebraska, assisted by Harding and Bennett, Nebraska City.

JACOB SAFFORD,

Attorney and Counsellor at Law.

GENERAL INSURANCE AND LAND AGENT.

And Notary Public.

NEBRASKA CITY, N. T.

WILL attend promptly to all buisness entrusted to his care, in Nebraska Territory and Western Iowa.

September 12, 1856. v1n15-1y

W. P. LOAN,

ATTORNEY AT LAW.

LOT AND LAND AGENT,

Archer, Richardson County, N. T.

Notice to Pre-Emptors!!

J. S. HORBACH & CO.,

Attorneys at Law,

AND

REAL ESTATE BROKERS,

OMAHA CITY, N. T.

WILL give particular attention to preparing all the necessary papers for Pre-emptions, and rendering any assistance which may be required by Pre-emptors in proving up their Pre-emption rights at the L. S. Land Office. 45-6m

R. E. HARDING. G. C. KIMBOUGH R. F. TOOMER.

HARDING, KIMBOUGH & CO.,

Manufacturers and Wholesale Dealers in

HATS, CAPS & STRAW GOODS,

No 49 Main street, bet. Olive and Pine,

ST. LOUIS, MO.

Particular attention paid to manufacturing our finest Mole Hats.

J. HART & SON

SADDLE & HARNESS

MAKERS,

Oregon, Holt County, Missouri.

Keep constantly on hand all description of Harness, Saddles, Bridles, &c., &c.

N. B. Every article in our shop is manufactured by ourselves, and warranted to give satisfaction.

REAL ESTATE AGENCY.

GEORGE CLAYES. J. W. LEE.

Clayes & Lee.

Real Estate and General Agency,

OMAHA CITY, N. T.

REFER TO

James Wright, Broker,	New York,
Wm. A. Woodward, Esq.	" "
Hon. R. Wood, Ex-Gov. of Ohio,	Cleveland,
Wicks, Otie and Brownell, Bankers,	"
Alcott & Horton,	"
Col. Robert Campbell,	St. Louis,
James Ridgway, Esq.	" "
Crawforn and Sackett,	Chicago.

Omaha City, Aug. 30, 1856. v1n13-1y

H. F. BENNETT, J. S. MORTON, H. H. HARDING

BENNET, MORTON & HARDING,

ATTORNEYS AT LAW,

Nebraska City, N. T., and Glenwood, Ia.

WILL practice in all the Courts of Nebraska and Western Iowa. Particular attention paid to obtaining, locating Land Warrants, and collection of debts.

REFERENCE:

Hon. Lewis Cass, Detroit, } Michigan;
Julius D. Morton, " }
Gov. Joel A. Matteson, Springfield, Ill
Gov. J. W. Grimes, Iowa City, Iowa;
B. F. Fidlied, St. Louis, Mo.;
Hon. Daniel O. Morton, Toledo, Ohio;
P. A. Sarpy, Bellevue, Nebraska;
Sedgewich & Walker, Chicago, Ill;
Green, Weare & Benton, Council Bluffs, Iowa.

T. B. CUMING. JOHN C. TURK.

CUMING & TURK,

Attorneys at Law & Real Estate Agents,

OMAHA CITY, N. T.

WILL attend faithfully and promptly to all business entrusted to them, in the Territorial or Iowa Courts, to the purchase of lots and lands, entries and pre-emptions, collections, &c.

Office in the second story of Henry & Roots new building, nearly opposite the Western Exchange Bank, Farnham street.

Dec. 27, 156. v1n28tf

A. A. BRADFORD, D. L. McGARY,
WM. MCLENNAN, Brownville, N. T.
Nebraska City, N. T.

BRADFORD, McLENNAN & McGARY,

ATTORNEYS AT LAW

AND

SOLICITORS IN CHANCERY.

Brownville and Nebraska City, N. T.

BEING permanently located in the Territory, we will give our entire time and attention to the practice of our profession, in all its branches. Matters in Litigation, Collections of Debts, Sales and Purchases of Real Estate, Selections of Lands, Locating of Land Warrants, and all other business entrusted to our management, will receive prompt and faithful attention.

REFERENCES.

S. F. Nuckolls,	Nebraska City,
Richard Brown,	Brownville,
Wm. Hoblitzell & Co.,	"
Hon. James Craig,	St. Joseph, Mo.,
Hon. James M. Hughes,	St. Louis, Mo.,
Hon. John R. Shepley,	" " "
Messrs. Crow, McCreary & Co.	" " "
Messrs. S. G. Hubbard & Co.,	Cincinnati O.
Hon. J. M. Love,	Keokuk, Iowa.

v1-n1 June 7, 1856.

Democratic Meeting.

Agreeable to previous notice the Democracy of the Territory assembled at the Capitol Building at 11 o'clock A. M. January 8th. 1858.

On motion of B. P. Rankin, Esq., Hon. F. Kinney, of Otoe county, was called to the Chair, and Hon. W. G. Crawford, of Dakota county, was elected Secretary.

On motion of A. J. Poppleton, a committee of five was appointed to report permanent officers for the permanent organization of the convention.

The Chair appointed J. C. Turk of Dakota county, Hon. S. A. Strickland of Sarpy county, Hon. J. Stewart of Douglas county, E. H. Clark of Washington county.

On motion, the Chair appointed the following committee on Resolutions:

Hon. C. T. Holly of Otoe county, Hon. A. J. Poppleton of Douglas county, Hon. W. G. Crawford of Dakota county, Hon. L. L. Bowen of Sarpy county, Hon. J. S. Stewart of Washington county.

The meeting was then addressed by the President, and Hon. S. A. Strickland of Sarpy county.

On motion, the meeting adjourned until 2 o'clock P. M.

AFTERNOON SESSION.

Convention met pursuant to adjournment, and was called to order by Judge Kinney, temporary chairman.

The committee on permanent organization made the following report:

FOR PRESIDENT.

Hon. John F. Kinney of Otoe county.

VICE PRESIDENTS.

Hon. E. C. Jones of Dakota county.
W. B. Beck of Burt
P. G. Cooper of Washington
J. Steinberger of Douglas
Amos Gates of Sarpy
J. Van Horn of Cass
J. C. Abbe of Otoe
S. A. Chambers of Nemaha
C. McDonald of Richardson
A. F. Cromwell of Pawnee
John Reck, Esq., of Platte
J. M. Oakes, Esq., of Dodge

SECRETARIES.

1st Sec'y, J. Howard of Cass county
2d " A. W. Puett of Dakota
3d ", J. S. Stewart of Washington.

The committee on Resolutions through their chairman, Hon. C. F. Holley, reported the following, the first five and three last of which were unanimously adopted, and the balance withdrawn by the committee.

Resolved, That we affirm the Cincinnati platform of 1856, in its letter and spirit, without change or obliteration.

Resolved, That an early organization of the Democratic Party in Nebraska Territory, is demanded alike by the precedents of the past, and the requirements of the future.

Resolved, That in organizing the party in this Territory, upon a common platform, we will literally know neither North, South, East, or West, but will extend the hand of fellowship to all Democrats who adhere to the principles and organization of the party, whether they reside North or South of the Platte, or in any other section of our vast and extended Territory.

Resolved, That no better day could have been selected than the anniversary of the glorious eighth of January, 1815, for the natal morn of the Nebraska Democracy.

Resolved, That the principles of popular sovereignty, set forth in the organic act, is the vital element of Democracy, and cannot be and is not rejected by any Democrat.

Resolved, That twinned at the same birth with our sister Territory, and inheriting a common legacy, under the beneficient provisions of the Nebraska-Kansas act, the Democracy of this Territory cannot fail to feel a common sympathy with whatever may affect the weal or darken the future of Kansas.

Resolved, That as government can only derive its just powers from the consent of the governed, no constitution for a state orgrnization can be binding upon the people to be governed by it, except by their full, fair, and untrammelled concurrence and ratification.

Resolved, That the people in organizing their State government have the same right to mould all their other domestic institutions, as to mould that one of slavery.

Resolved, That so far we look upon the administration of James Buchanan as the correct exponent of Democratic principles and while differing on the score of expediency from its recent exposition upon the Lecompton constitution, we have an abiding confidence in its honesty and fidelity to democratic principles, and look forward to no event which will impair that confidence or release us from our allegiance.

Resolved, That in order to consummate the final organization of the Democratic party in the Territory, this meeting do recommend to the party in every county to hold primary meetings in their respective county seats, on the second Monday of May, 1858, or at such other time as may suit their convenience, and to elect one delegate for each member such county may be entitled to in the Legislature, to meet at a general Democratic Territorial Convention, to be held at Plattsmouth in Cass county on the first Thursday of June, 1858.

Resolved, That the Chair appoint a committee of seven to draft an address to the Democrats of the Territory; also a committee of three to correspond with the leading Democrats of each county.

Resolved, That the Democratic papers of the Territory be requested to publish the proceedings of this convention.

After which the convention was very ably and eloquently addressed by Hon. J. F. Kinney, Hon. O. P. Richardson, J. C. Turk, Esq., Judge Holly, Judge Black, B. P. Rankin, and others.

On motion, the convention adjourned.

J. F. KINNEY, Pres't.

J. HOWARD, Secretary.

Report

of the Select Committee of the Council in relation to the Capitol Building and Grounds in Omaha City, Nebraska Territory.

The Select Committee appointed to investigate the condition of the Territorial Capitol building, respectfully beg leave to report:

That they have made as thorough an investigation of the subject as their opportunities would permit; that they have examined the Hon. Secretary of the Territory, (the present Acting Governor,) and also the Hon. Jesse Lowe, Mayor of the City of Omaha, which examinations were reduced to writing, and are herewith submitted, with the accompanying papers, and made a part of this report.

By reference to the testimony of Secretary Cuming, it will be seen that the late Gov. Izard has left in the Governor's office no papers or vouchers showing how or in what manner he expended the appropriation of fifty thousand dollars made by the General Government for the erection of a Capitol building for the Territory; consequently the committee in the absence of Gov. Izard, have no means of ascertaining how that appropriation was expended, whether economically or otherwise; Gov. Izard seeming to act without reference to the wants and wishes of the people of the Territory, and entirely independent of and above them, although he was simply the trustee or agent to disburse this appropriation for their benefit. This conduct on the part of the late Governor the committee deem extremely reprehensible and worthy of the severest censure.

It will be seen from the testimony submitted that the Capitol building is yet far from a state of completion. The appropriation of fifty thousand dollars by the United States has been expended; fifty-two thousand dollars has been expended upon it by the City of Omaha, under the direction of the Mayor; an indebtedness of eight thousand was created in favor of the building, by Gov. Izard, beyond the amount of the appropriation, which indebtedness has to some extent been assumed and paid by the City of Omaha, making in the aggregate the amount of one hundred and ten thousand dollars, sixty thousand of which is beyond the appropriation;—and the lowest estimate to complete the same without the ornamental work outside, including the columns, &c., is twenty thousand dollars, making the cost of the building beyond the appropriation, eighty thousand dollars, and with the appropriation, one hundred and thirty thousand dollars when completed in this manner. If the original plan is carried out (even in the cheapest manner) with the columns, &c., the lowest estimate is seventy-five thousand dollars, which added to the present cost, makes the whole cost when completed, one hundred and eighty-five thousand dollars.

The committee are of opinion that when Gov. Izard undertook to erect so magnificent a structure for the Capitol building of this infant Territory, requiring so large an outlay of money, he exhibited a lack of prudence foresight and common management, greatly compromising him as a capable and efficient public officer, acting as a trustee for the Territory.

The Committee are of opinion that in no event should any of the expense attending the erection of this imposing Capitol edifice be borne by the people of this Territory. The original appropriation of fifty thousand dollars was a munificent donation by Congress, and amply sufficient, if it had been properly applied, to erect a building which would have been an ornament to the Territory, and abundantly answered all its purposes as a Capitol for a generation. Yet this appropriation has been swallowed up and the Territory as a whole has received. as yet, no benefit from it. If any party has derived any benefit, it is the city of Omaha, in which the Capitol building is situated, and in which the money has been expended. It is but just, therefore, that the city of Omaha should undertake and agree to save the Territory harmless from taxation, in the amount that has already been, and which must yet be expended to complete the same. The Committee take pleasure in reporting that the City of Omaha has recognized the justness of this position, as will appear by the following resolution, which was unanimously passed by the Common Council of the City of Omaha, on Monday, January 4, 1858, and is made a part of this report:

Resolved, That the Mayor be instructed to assure the Select Committee, Messrs. Bowen and Rogers, appointed on the part of the Council to investigate the subject of Territorial Capitol Square and the completion of the Territorial building erected thereon; that the city of Omaha will in no event make the expense incurred by said city in completion of said building a charge to the Territory, except in case an appropriation be made by the General Government for the completion of said building.

Resolved, That the Mayor be instructed to urge the Legislative Assembly to memorialize Congress for a sufficient appropriation to reimburse the money expended by the City of Omaha and complete said building.

The Committee were also instructed to enquire into the title of the ground upon which the Capitol building is situated, and to demand from the Mayor of the City of Omaha, a conveyance to the Territory of the same. They have performed that duty, and as appears from the testimony of the Mayor of the City of Omaha the *equitable* title to the same is now in the Territory, the Mayor having the title in *trust* for the Territory, and will make a deed in *fee*, whenever called upon by proper authority.

All of which is respectfully submitted.

L. L. BOWEN,
S. E. ROGERS.

Hon. T. B. CUMING, Secretary of the Territory and Acting Governor, states as follows:

When Gov. Izard left Nebraska he turned over to me his office furniture and safe, but no public papers or documents, correspondence, record, books, or anything else connected with the business of the office, except five contracts submitted to the Committee, one of which relates exclusively to the Territorial Library, the others to the Capitol building—one of these made by Graham & Steinwood, of St. Louis, with Gov. Izard, is for cast iron wall plates and iron girters to be delivered on the levee at St. Louis on or defore May 13th, 1856, the consideration in which contract was three dollars and forty-five cents per hundred. The amount of this contract is not known, but is certified by Gov. Izard as paid in full. Another of these contracts made by John A. Singleton and P. A. Badeau of St. Louis, for iron caps, cornice and window sills, for four cents per pound, delivered on the levee at St Louis. The amount not ascertained, but the certificate of Gov. Izard appears to its full payment. Another of these contracts is made by Gov. Izard with John and David H. Naylor for the manufacture of zinc cornice to be delivered on the levee at St. Louis on or before the 15th of June, 1856, contract price four thousand six hundred dollars. Upon this amount Gov. Izard certifies he has paid twenty-six hundred dollars, when it appears by the contract that seventy-five per cent. of the whole amount was to be paid on the delivery of the same upon the levee, which leaves due a balance of eight hundred and fifty dollars and twenty-five per cent. of the whole amount yet due when the cornice is put up.

The other of these contracts is made by and between Gov. Izard and William F. Cozzens and David P. Hull of St. Louis, for cast iron Corinthian capitals and pilasters, the consideration for which delivered upon the levee at St. Louis on the 13th day of May, 1856, was four thousand three hundred and thirty-six dollars, upon which there has been paid as endorsed by Gov. Izard, three thousand dollars, leaving a balance still due of one thousand three hundred and thirty-six dollars.

Q. How far from completion is the Capitol building?

A. It is believed that it will take about twelve thousand dollars to finish it without the columns.

Q. How long would it take to finish the building on present plan?

A. In one season.

Q. How much has been already expended on the Capital building?

A. There is nothing in the Governor's office bearing on that subject than stated before, nor has anything been communicated to the Secretary's office at any time, nor has anything been communicated to me in person by the Governor.

Q. In whom is the title to Capitol Square vested?

A. In the City of Omaha by pre-emption.

Q. Who now has control of the Capitol building?

A. I consider that the territory of Nebraska has, and the City of Omaha is bound in good faith to deed the Capitol Square to the United States or the territory; but the City of Omaha has a lien on the building for the amount of some fifty thousand dollars, expended on the same.

T. B. CUMING.

Examination of Hon. Jesse Lowe, Mayor of the City of Omaha, said Lowe being duly sworn, deposes and says:

Question. What amount has been expended upon the Capitol building and by whom expended?

Answer. Fifty-one thousand nine hundred and forty-six dollars and ninety-three cents has been expended under my direction by the City of Omaha. Prior to this there had been expended by Gov. Izard the fifty thousand dollar government appropriation, and an additional indebtedness created by him amounting to about eight thousand dollars. The present cost up to this time amounting in all to about one hundred and ten thousand dollars, as will appear by books and vouchers in my possession.

Q. What would it cost to complete the same upon the original plan of Gov. Izard?

A. I should say seventy-five thousand dollars at least.

Q. What will be the cost to complete the building without the outside columns?

A. Not more than twenty thousand dollars.

Q. What will be the cost to complete the building, leaving the columns, if the upper part resting upon them is made of wood?

A. Seventy-five thousand dollars at least.

Q. When can the building be completed?

A. On my plan, leaving off the columns, it could be completed in three months; with columns, six months.

Q. What party or parties are the owners of the ground upon which the Capitol building is situated?

A. The territory of Nebraska. I as Mayor of the City of Omaha, have entered the ground and am ready at any time to make a conveyance of the same to the proper owner, which I regard to be the territory of Nebraska. I am informed by my brother, Dr. Lowe, that he as President of the Ferry Company executed a quit claim deed for Capitol square to Gov. Izard in trust for the territory before the land was entered by me as Mayor, and which appears by a copy of the deed hereto attached and made a part of this deposition marked (A.)

Q. What party or parties are the contractors or have been in the erection of the Capitol?

A. The only contractors with the Governor for the erection of the building were James A. Jackson, S. S. Bayliss, Jesse Williams and Enos Lowe, a copy of which contract is hereto attached marked (B) and made a part of this deposition.

JESSE LOWE.

[A]

Council Bluffs and Nebraska Ferry Company, to Mark W. Izard.

For the purpose of the erection of the Capitol and the use and benefit of the territory of Nebraska, the Council Bluffs and Nebraska Ferry Company, by virtue of present and original proprietorship and their corporate charter and authority, do convey to Mark W. Izard, Governor of the territory of Nebraska, and to his successors in office, forever, in trust for said territory, so long as it shall remain such, and afterwards for the use and benefit of the State of Nebraska when it shall become such, all that tract in Omaha city, Nebraska territory, surveyed by A. D. Jones, and known and designated on the lithographical plats of said city as Capitol Square, being the same upon which the erection of the Capitol building of Nebraska is already commenced.

Done this 29th day of December, 1855, by order of the Directors of the Council Bluffs and Nebraska Ferry Company.

ENOS LOWE,
President.

Acknowledged before J. Smith Hooton, Notary Public, Potawatamie county, State of Iowa, Dec. 31st, 1855, and recorded on records of Douglas county, Nebras a territory, January 28th 1856; in book B, on page 54.

I hereby certify that the foregoing transcript is true and correct.

THOMAS O'CONNOR,
BY HERALD PETERSON.

Omaha city, Jan. 2, 1858.

[B]

Articles of agreement made and entered into this 24th day of July, 1855, by and between Mark W. Izard, Governor of the territory of Nebraska on the first part, and James A. Jackson, Samuel S. Bayliss, Jesse Williams and Enos Lowe on the second part as follows:

The same party of the second part covenants, and agrees to, and with the said party of the first part to make, erect, build and finish in a good, substantial and workmanlike manner, the entire mason and stone or brick work of the Capitol building of the territory of Nebraska, together with the joist, scantling, timber, door frames and window frames for the same. Said structure is to be erected in the city of Omaha, Nebraska territory, on a certain ground known and described on the plat of said city as Capitol Square, and at such point thereon as the said party of the first part shall direct. The said party of the second part agree to frame and lay in all the joist, and to furnish and set in all the window and door frames for said structure. And the said party of the second party do further agree to make and erect such structure of such dimensions and in such proportions as the said party of the first part shall direct and to use such proportions of brick and stone as he shall direct, and to use in said structure none but the best material, and it is understood between the parties that the said party of the first part is to furnish to the said party of the second part, plans, drawings, specifications in writing to which the second party of the second part do further agree that they will complete said structure by the first day of December next after the date of these presents. It is understood however, that if any unforeseen casualities of elements or seasons shall interpose to prevent the completion of said structure by the time above prescribed, then the said party of the first part shall enlarge the time of such completion to such other period as shall in his discretion seem reasonable and just, and the said party of the first part covenants and agrees to and with the said party of the second part for the labor and material necessary for the erection of said structure, the following prices to wit:

Stone work per perch, five dollars and seventy-five cents—each perch to contain twenty-five cubic feet, to be measured in the wall.

Brick work per thousand, eleven dollars and fifty cents, to be counted in the wall.

Joist and scantling per one hundred feet four dollars.

Hewed timber per [illegible]

Framing floor joist, per square, three dollars.

Framing ceiling joist, per square, two dollars.

Door and window frames, the customary price.

And the said party of the first part further agrees to pay for all the above specified work and materials as the same progresses, making such advance from time to time as may be necessary to facilitate the same, always retaining such per centage on the work already done as in his judgment may be necessary to secure the faithful performance and completion of the work.

It is understood between the parties that all monies stipulated herein to be paid by the party of the first part are to be paid out of any money now appropriated or hereafter to be appropriated by Congress for the purpose of erecting public buildings in the territory of Nebraska, and which may come to his hands for disbursement, and that no other or further liability is incurred than as such disbursing officer.

In witness whereof the said parties have hereunto set their hands and seals the day and year first above written.

In presence of
E. ESTABROOK.

Signed:

MARK W. IZARD,	[L. S.]
J. A. JACKSON,	[L. S.]
S. S. BAYLISS,	[L. S.]
ENOS LOWE.	[L. S.]

Important from Washington.

Washington, Jan. 9.

From advices received to-day, it appears that the Mormons will not retreat from Utah, as was expected by the government, but will fight it out where they are. This insures us a bloody war in the spring.

The following orders will be issued from the headquarters of the army on Monday, directing the movement of the troops destined to reinforce the troops now *en route* for Utah:

GENERAL ORDERS—NO. 1.

Headquarters of the Army,
New York, Jan. 8

The General-in-Chief, with the approbation of the War Department, directs the following movements:

1. The army of Utah will be reinforced as soon as practicable by the First regiment of cavalry, Sixth and Seventh regiments of infantry, and light companies A. and M. Second Artillery.

2. Forts Smiths, Washita, Arbuckle, and Belknap will be abandoned for the present, and all the troops comprising their garrisons, except the ordnance sergeants, will at the earliest possible day proceed to Jefferson Barracks. The companies at Fort Smith by the Arkansas and Mississippi rivers; those at Fort Washita, Arbuckle and Belknap by the Red and Mississippi rivers, if transportation on the former river can be obtained without too great a delay, otherwise by Fort Smith and the first named rivers.

3. The Fourth regiment of artillery, now in Kansas, will take posts as follows: Headquarters, with two companies, at Fort Riley; the Lieutenant Colonel, with four companies, at Fort Laramie; the junior Major, with two companies, at Fort Kearney; and two companies at Fort Leavenworth; the companies in each case to be designated by the Colonel. This regiment will be put in march for its several stations by the Commanding General of the Department of the West as early as practicable.

4. An officer of rank being necessary at Fort Kearney, the junior Major of the 4th Artillery, will at once proceed thither and assume command of the post.

5. In due time further orders will be given for the march of the reinforcements across the Plains, and preliminary measures will be commenced at once by the several Staff Departments and officers concerned for preparing the troops and the supplies for the movement.

6. Measures will also be taken for filling up the regiments and companies to the maximum standard; and also for furnishing recruits for the other troops composing the army of Utah,

7. The several Departments of the Staff will take prompt measures to secure the public property at the posts to be abandoned.

By command of Lieutenant General Scott,

IRVING McDOWELL,
Asst, Adj. General.

Victoria's Children.

The Queen's children are rapidly growing up. The Princess Royal who is about to be married, is now aged 17; the Prince of Wales is sixteen; the Princess Alice, whose hand is to be demanded in marriage by the Prince of Orage, is 14; and the Prince Alfred, whose "residence at Alverbank" his mamma graciously visited, is 13. Besides these four eldest, the family includes Helena, 11; Louisa, 9; Arthur, 7; and Leopold, 4.

At the last meeting of the Tennessee Historical Society, a sword was presented by Captain William Edmiston, of Hampeth Valley, Davidson county, Tenn., which was worn by Lieutenant Colonel Dupoister, a British officer, at the celebrated battle of King's Mountain.

The London Era says that Fanny Fern