

The treaty does not purport to convey any portion of the private property of individual Cherokees; nor did it ever enter into the minds of the contracting parties to convey any greater interest in the lands than the interest stated—the right of occupancy, such as the Indians have been admitted to possess since the discovery and settlement of this country by the natives of Europe. Anxious to avoid all litigation respecting the rights of the Cherokees remaining in North Carolina to the lands granted to them by the State; knowing that it would be attended with much trouble and expense to them as well as to the citizens of North Carolina and Tennessee who resided on the lands. During the last ten years, as the records of the War Department prove, every means in my power have been used to obtain a just compensation to be made to the Indians by the government of the United States. That being done, the question of title to the lands contained in the grant made to the North Carolina Indians would be settled. The Cherokee nation, since relieved from a state of duress, have sanctioned the treaty of '35. The present Cherokee government, (formed since the migration of the tribe west of the Mississippi river,) authorized their principal chief to receive of the per capita money provided for under the 12th article of the treaty, \$591,348 88; which, out of the appropriation made to carry that provision of the treaty into effect, on the 6th of Sept, was paid to John Ross; also the nation has been in receipt of the annuities arising from the investment of \$704,000 under the provisions of the treaty, and has received the further sum of \$172,316 47, (March 7, 1840,) paid out of the per capita fund to the Cherokees west, while the North Carolina Indians are not allowed to occupy but a very small portion of the lands which were granted to them by the State for a permanent home; nor can they obtain compensation for them. Soon after the present administration came into power my application, so often made for the reference of the questions relating to the claims of the North Carolina Indians to the Attorney General, was renewed. The President finally consented to refer the questions raised by me, and on the 11th of June 1845, submitted them to the Attorney General; his opinion, and on the 19th September, he addressed a communication to the President, in which he says: "On the 11th of June last, you did me the honor to refer to me a report of the Commissioner of Indian Affairs of the 19th of May; and a reply thereto of William H. Thomas, on behalf of certain Cherokee Indians." "On which you desire my opinion in writing." In a memorandum which is amongst the papers transmitted, there are four questions propounded: 1st. Are the Cherokees remaining in the State of North Carolina and Tennessee entitled, under the 8th and 12th articles of the Cherokee treaty of December, 1835, to \$53 33 for their claims for removal and subsistence allowance, which have been paid to the Cherokees in Georgia? 2d. In the event that the Attorney General should be of opinion that the Cherokees in North Carolina and Tennessee are not entitled to compensation for their claims for removal and subsistence allowance, whether the grant made by the State of North Carolina to the Cherokee Indians, in the year 1783, vested the fee simple title in the Indians while they continued to reside thereon; and whether, under the provisions of the grant, the fee simple title has not vested exclusively in the Cherokee Indians within its limits? 3d. Whether the treaty of 1835, made with the Cherokee Indians of Georgia, does or does not legally convey to the United States the lands granted to the North Carolina Indians by the act of 1783? Whether the power of the Cherokees as a nation had or had not ceased to exist at the time the treaty of December, 1845, was concluded, in consequence of the tribe having passed under the dominion of the State? 4th. Whether the relinquishment of interest in the lands which the treaty of 1835 purports to convey, is or is not confined to those Cherokees who have and do receive their due portion of the consideration money; and whether the title of those who receive a part of the compensation has passed to the United States? "The first of these involves an inquiry whether, under the treaty of New Echota, those Cherokees who had remained in the States of Tennessee and North Carolina are entitled, under the 8th and 12th articles of the treaty, to \$53 33 for removal and subsistence allowance? "This inquiry is embarrassed by the fact that these allowances have been made to Cherokees who have remained in Georgia, by decisions at the War Department; and by the fact of payment being made to others of the tribe who did not emigrate. By the joint resolution of Congress approved June 15, 1841, the interpretation under which the Georgia Indians were paid appears to have been acted on by the War Department but for a short time. "The circumstances under which payments were directed by the joint resolution are stated in the report of the Commissioner of Indian Affairs. It appears to me that the confirmation of the decision of Messrs. Eaton and Hubley, declared by that resolution, cannot, with all the respect due to Congress, be regarded as settling the construction of the treaty, so as to furnish a guide to the Executive in carrying a treaty, as a law, into effect. "In its construction, it is said that the language used in treaties with Indians should never be construed to their prejudice. "How the words of the treaty were understood by this unlettered people, rather than their actual meaning, should form the rule of construction. "In the papers accompanying your communication are several statements, furnished by the commissioner who negotiated the treaty on the part of the United States, and by respectable persons who were privy to the negotiation, tending to show that the Indians were assured that those who did not emigrate should have the benefit of this pecuniary allowance. According to well established rules of law, I am of opinion that this evidence is not admissible to establish a construction of the treaty inconsistent with its provisions. Whatever may be done by Congress to fulfil expectations thus created, I am clearly of opinion that the Executive cannot execute the treaty on any such construction. "The other three questions may be solved into three inquiries, whether the lands in North Carolina belonged to the North Carolina Indians residing upon them. These lands have been sold by the State of North

Carolina, and are, I presume, in the possession of the purchasers. As the Executive of the United States would have no power to direct those in possession, and the question is one for the judiciary, I have deemed it unnecessary to embrace any views upon it in this communication. Nor have I deemed it proper to express my opinion on the land measure which seems to have been dealt out to the North Carolina Indians, whose lands have been sold, while they have received no corresponding benefit. I have examined the question as one of legal construction only, and have no doubt of the correctness of my conclusion in that respect. "JOHN Y. MASON. "This opinion, on the 2d of October, was approved by the President of the United States, and he made the following endorsement on the papers: "I concur in opinion with the Attorney General." The following conclusions seem to be deducible from it: 1st. That, if the decision had been made upon the question of the fee simple title having vested in the North Carolina Indians to the whole quantity of land granted by the State of North Carolina in the year 1783, and that the title derived from the State, and held by them under her guaranty, was not conveyed to the United States, by the treaty of 1835, it would have been in favor of the Indians, and that they were entitled to the possession of the lands. For if he had not believed that the decision, if made, would be as stated, the reason for declining to give it—that the Executive of the United States did not possess the power to divest those in possession—did not exist. It is obvious, therefore, that a compliance with his decision, if made, would require the removal of the whites in North Carolina and Tennessee who had become purchasers under the State of the lands reserved for the use of, and at present owned by, the North Carolina Indians. The opinion that those lands were not conveyed to the United States under the treaty of 1835, is further proved to have been entertained by the War Department since the ratification of the treaty. The agent of the Cherokees, B. F. Curry, by instructions which emanated from that department on the 25th July, 1835, was authorized to obtain a relinquishment, from the North Carolina Indians, of all their right "to occupancy in, and to the country east of the Mississippi, and a surrender of all their rights in the same." (See Senate doc. No. 120, p. 158.) The agent, in obedience to his instructions, made propositions to the Indians for a surrender of their title to the lands in North Carolina, but they refused compliance. Since then nothing further has been done by the government of the United States to perfect her title, or to purchase that of the North Carolina Indians. The Cherokees of North Carolina, notwithstanding they had no political connexion whatever with the Cherokees of the lower town, after they had passed under the laws of the States to which they resided, and were not present or represented at the council of Cherokees, who, in their individual capacity, met at New Echota, Georgia, and negotiated the treaty of December, 1835, have, nevertheless, since that time, on receiving information. 2d. At a treaty had been concluded with their brethren in Georgia, signified a willingness to assist in the cession of the usufructuary interest which the Cherokees had in the lands east, as provided for under the 1st article, and have also agreed to abandon the lands granted to them by the State of North Carolina, for the benefit of the purchasers, on condition that their proportion of the moneys appropriated by Congress as a consideration for the common property, previously owned by the nation, was paid to them, and they permitted to remain in the State subject to her laws, and purchase residences for themselves like white persons, "as provided under the 12th article of the treaty, removal-west being left to their own option. "By the 15th article, the moneys appropriated by the act of July, 1835, and 12th June, 1839, amounting in the aggregate to \$6,647,067, were to be apportioned by the United States, as trustee, among all the Cherokees included in the census of the portion of the tribe at that time remaining east, in the following manner: A division of the eastern Cherokees being contemplated, a portion to remain in the State, and the remainder to join the portion of the tribe then west of the Mississippi river. As an inducement to unite at some future period the Cherokee people in the country assigned for their permanent residence west, \$500,000 were deducted from the price of the lands east, for 800,000 acres west, adjoining to the lands occupied by former emigrants, for the use of the tribe west; also a national fund was provided (10th article) of \$200,000. For the purposes of education, was provided under the 10th article, and supplemental 31 article - 250,000 For the orphans of the tribe, under the 10th article was provided the sum of 50,000 Also a permanent annuity arising under treaties made with the eastern Cherokees was commuted for \$214,000, and transferred west for the use of the whole Cherokee people west of the Mississippi, as a national fund - 214,000 In addition to this, the school fund, created by sale of lands set apart for that purpose by the eastern Cherokees, was transferred west to be added to the school fund 50,000 The sum therefore, of \$764,000, in which the Cherokees that remained in the States had a common interest, was transferred west. Of that sum only \$500,000 were chargeable on the appropriations referred to, which, with the sum paid for lands west, 500,000, make the sum of \$1,000,000 to be deducted from the appropriations of \$6,644,067, leaving a balance of \$5,644,067, which sum is subject to another charge of \$600,000 for the national debts; leaving to be apportioned among the Cherokees included in the census referred to in the 15th article and 31 supplemental article, \$5,044,067. At the time the emigration closed, in 1838, it was ascertained that at the places the Cherokees were collected for emigration, and when on their journey to the west, about 2,000 died, and thereby diminishing the number, embraced in the census, from 16,737 to 14,737. Of that number about 1,500 remained in the States of Georgia, Alabama, Tennessee, and North Caroli-

na—principally in the latter State—which would leave in the west when the emigration closed, of those included in the census, besides their slaves that emigrated with them, 13,237. Since that time the portion of the tribe west have diminished in numbers so rapidly that unless the census can be found they must become extinct in a few generations, while those that are remaining east, under wholesome laws and regulations, have increased in about the same ratio as the white population. The Cherokees in North Carolina, at the time a census was taken, in 1840, numbered 1,069. Since then no census has been taken of the Cherokees east, except of one town by the name of Qualla, situated on the lands granted by the act of 1783. At the time the former census was taken, in 1840, the total number was 669. Four years afterwards, when the census was again taken, it showed an increase of 113, making the total number 782. The Cherokees of that town probably have increased as fast as any other people, have almost entirely abandoned the use of all intoxicating drinks, under the influence of a temperance society, established by one of the chiefs, and have become cultivators of the soil. Supposing the balance of the North Carolina Indians to have increased in the same proportion, and that the increase has continued to the present time, it would give in that State, including scattering individuals that have removed there from the State of Georgia, 1,489. Their proportion of the funds subject to distribution under the 15th article and 31 supplemental article of the treaty supposing the increase east to be equivalent to the decrease west, and that the present number entitled to per capita allowance is equal to what it was at the close of the emigration, by including a few who emigrated between 1833 and 1835, (14,737,) would give as the equitable proportion to which the North Carolina Indians would be entitled, the sum of \$497,881 80, while it is a well established fact that they have not received as much from the United States as was due them for improvements, &c., under the treaties of 1817 and 1819, and what has been received has been paid to a few individuals of the whole number; and to them payment was not made for their lands, but for improvements they were forced to abandon for the use of the whites. Reservations were not paid for out of the proceeds of the sales of the Cherokee lands east, being chargeable to the United States, and payable out of funds to be appropriated for that purpose. Having shown that the share of the North Carolina Indians would be if an equitable distribution of the funds were made, after setting apart \$764,000 for the separate use of the tribe west, I will now proceed to state upon what conditions they are willing to relinquish their interest in the lands contained in the grant made to them by the State of North Carolina in the year 1783, so as to avoid resorting to the mode of adjustment of the question pointed out in the opinion of the Attorney General of the United States, which was to leave it to the decision of the Supreme Court. The following provisions, construed as the Indians understood them, authorize the payment of as much money as would satisfy the Indians under existing circumstances. By the 12th article of the treaty, it is provided for the Cherokees remaining in the States as follows: "Those individuals and families of the Cherokee nation, that are averse to a removal to the Cherokee country west of the Mississippi, and are desirous to become citizens of the States where they reside, and such as are qualified to take care of themselves and their property, shall be entitled to receive their due portion of all the personal benefits of the treaty for their claims, improvements, and per capita, as soon as an appropriation is made for this treaty." "Such heads of Cherokee families as are desirous to reside within the States of North Carolina, Tennessee, and Alabama, subject to the laws of the same, and who are qualified or calculated to become useful citizens, shall be entitled, on the certificate of the commissioner, to a pre-emption right to one hundred and sixty acres of land, or one quarter section, at the minimum Congress price, so as to include the present buildings or improvements of those who now reside there." The 13th article provides for the payment of the value of reservations granted under the 8th article of the treaty of 1817, and the 2d article of the treaty of 1819, that have been sold by the States, except in cases where the life-estate reserves had sold their reservations, or any part thereof, and conveyed the same by deed or otherwise, and have been paid by the same; "they, their heirs or descendants, or their assigns, shall not be considered as having any claims upon the United States under this article of the treaty." "It is expressly understood by the parties to this treaty, that the amount to be allowed for reservations under this article of the treaty shall not be deducted out of the consideration money allowed the Cherokees for their claims for forfeitures and the cession of their lands; but the same is to be paid for independently by the United States, as it is only a just fulfillment of former treaty stipulations." By the 1st supplemental article, it is provided "that all the pre-emption rights and reservations provided for in articles 12 and 13 shall be and are hereby relinquished and declared void," for which compensation is provided by the 31 article for the reserves and pre-emptors in lieu of their rights. It is therefore agreed that the sum of six hundred thousand dollars shall be, and the same is hereby, allowed to the Cherokee people, to include the expense of their removal, and all claims of every nature and description against the government of the United States, not herein otherwise expressly provided for, and to be in lieu of the said reservations and pre-emption rights. The 16th article provides that the Cherokees, with the exception of those that chose to remain east under the 12th article, should remove to their new homes "within two years from the ratification of this treaty, and that during such time the United States shall protect and defend them in their possessions and property, and free use and occupation of the same." "And if this is not done, and the people are left unprotected, then the United States shall pay the several Cherokees for their losses and damages sustained by them in consequence thereof." Under this provision of the treaty it became the duty of the Government to protect the Cherokees until the emigration closed, or pay the damages the individuals sustained for want of the protection promised. Either in compliance with the treaty, and was probably so provided to enable the general government to avoid collisions with the State au-

thorities, by making it optional with the government to protect the property of the Indians, or pay the damages they sustained. Under the foregoing provisions of the treaty the following claims are provided for, in favor of the Cherokees east. Under the 12th article of the treaty it is stipulated that those who remain under that provision "shall be entitled to all the personal benefits of the treaty." The term "personal benefits," as here used, signified all benefits of the treaty except the \$1,254,000 set apart for the exclusive use of the nation west, and therefore termed national funds. In those personal benefits were comprehended removal and subsistence, or compensation therefor in money, which was limited by the 9th article to \$53 33 each, there remains due to the North Carolina Indians, (1,489 persons) under that provision of the treaty, which became due at the time they chose to remain east \$79,418 37 Interest on that sum from the government under the same provisions of the treaty paid most of the Cherokees remaining in the State of Georgia, 8 years 39,254 18 The payment of per capita under the same article was to have been made on the 2d of July 1836; to the Cherokees that remained east, nearly ten years have passed, and not a dollar of it has been paid to them yet, while two payments out of the per capita money have been made west. On the 6th of September, 1841, there was paid out of the per capita fund to John Ross, on an order from the Cherokee council, as agent of the tribe, \$581,348 88 By a decision made by the Secretary of War, bearing date March 9, 1840, there was paid to the Cherokees west, to be charged as per capita, \$172,316 47 The two payments of per capita above referred to amounted in the aggregate to \$753,665 35, for which the Cherokees of North Carolina, as an equivalent therefor, are entitled to 79,710 53 And interest on that sum from the 2d of July, 1836, to the 21 of July, 1840, 47,826 00 216,209 08 The balance of their claims for reservations and pre-emptors relinquished under the supplemental articles of the treaty, and improvements provided for under the 21 article of the treaty of 1819, as well as claims for property lost by the Cherokees east, in consequence of the government failing to protect them until the emigration was completed as provided for under the 16th article of the treaty, can only be settled by a board of Commissioners. What is here said in reference to the claims of the North Carolina Indians is equally applicable to the claims of those residing in the other States. Having stated in the preceding remarks the claims of the Cherokees east, and cited the articles of the treaty which provide for them if a construction be established in accordance with the intention and understanding of the parties—and certainly an instrument affecting the rights of absent persons, made without their consent, ought, if they would submit to it, to be construed fully as liberal as those contracting for them intended I will, in conclusion, add some evidence to show the different classes of Cherokees remaining in the State of North Carolina, and the laws passed by the State for their benefit, as well as some evidence of the opinion entertained of them by their white neighbors as to their being peaceable and orderly citizens. The Hon. T. Hartley Crawford, (formerly Commissioner of Indian Affairs,) in his report to the Secretary of War, dated 22d February 1841, says: "There are Cherokee Indians east of the Mississippi river who have been variously estimated from 1100 to 1200. They are believed to be in North Carolina, Georgia, and Tennessee, chiefly in the former State; of those in North Carolina, a portion (383,) have been appointed the commissioners and committee appointed to carry into effect the late treaty concluded at New Echota, December 20, 1835, stating that they were averse to removal to the Cherokee country west of the Mississippi, and desire to continue citizens of and subject to the laws of the State of North Carolina, where they reside." "Another portion of them, called Euchella's band, from the part they took in attacking the murderers of some soldiers, induced the white citizens to request the military commander (Col. Foster) to permit them to remain east, which was granted; and the remainder of those east, or the third class, includes those who were unable from age and infirmity to remove, and their children left to take care of them." "Upon looking into the only two volumes of the Laws of North Carolina that are accessible to me, I find that in the year 1783 a certain tract of land, partly in Macon and Haywood counties, North Carolina, and partly in the State of Tennessee, was reserved unto the said Cherokee Indians and their nation forever." "I have been able to procure a manuscript copy (signed) of a law of the said State, passed in January, 1837, entitled 'An act to prevent frauds on Cherokee Indians residing in this State,' by which it is enacted 'That all contracts of every nature and description, made after the eighteenth of May, one thousand eight hundred and thirty eight, with any Cherokee Indian, or any person of Cherokee Indian blood within the second degree, for an amount equal to ten dollars or more, shall be null and void, unless some memorandum thereof be made in writing, and signed by such Indian, or person of Indian blood, or some other person by law authorized, in the presence of two credible witnesses who shall also subscribe the same.'" It will be observed that this law was passed two years before the emigration commenced, giving the assent of the State, not only to the educated half-breed Cherokees, but to the full blood Indians who chose to remain in the land of their fathers, to take protection under the axis of her laws. Having been mostly born in the State, nothing more was necessary to make them citizens but a continued residence within her limits twelve months, agreeably to the laws of the State. The State has not been unfaithful of the small remnant of aboriginal inhabitants that, by her consent, yet dwell in the land containing the sacred relics of their ancestors. At the session of the Legislature, 1844, a law was passed to encourage them in the raising of silk, and authorized them to incorporate themselves into a company capable of purchasing and holding lands in the State, and to exercise other corporate rights and privileges; the preamble to the law recites: "Whereas,

a small portion of the Cherokee tribe of Indians are remaining in this State, who are represented by their white neighbors as conducting themselves in a peaceable and orderly manner, and who, under the influence of temperance and religious societies, are fast improving in the knowledge of the mechanic arts, agriculture, and civilization; and whereas the Cherokees referred to, who belong to the towns of Qualla and Yamacraw, (Catawba,) have already commenced the culture and manufacture of silk, and for the encouragement thereof—Be it enacted, &c.; and at the same session, the legislature passed a resolution expressing the Senators and Members in Congress from that State to use their influence to have the just claims of those Indians settled. Respectfully submitted, With the highest respect, your obedient servant, WM. H. THOMAS, An adopted Cherokee, and Attorney for the Eastern Cherokees. Hon. WM. MIDDLEBURY, Commissioner of Indian Affairs. For the Highland Messenger. The First of May in New York. Three fourths of the whole immense population of New York city are a sort of annual locusts, being without any fixed local habitation for more than one year at a time. The millions of property in that great city is comparatively speaking, in the hands of but few men. One of whom own whole blocks or squares and some whole streets or places. The consequences is, that "landlords and tenants" are the occupants of about five of the latter to one of the former. The rents of shanties and houses range from twenty-five to six thousand dollars a year. Leases are rather uncommon; this "kicks up a fuss" in the shape of a general tearing down and fixing up on the first of May in each year; or a general move, and ought to be called "Evaporation day," and with better reason than those, that day is kept for those in Nov. of each year, for three fourths of all the houses in the city are literally left evacuated, turned inside out, but are immediately reoccupied by "other folks." "Coming events cast their shadows before," and on the first day of February previous to the move, bills may be seen all over the doors and sides of the houses, "To Let, Enquire of," &c. &c. Then follows a general tramping, running, walking, and trotting of men and women to find a place to suit them; this continues for about two weeks, and if weather is wet on "bad" the furniture, carpeting, &c., of all such houses suffers marvellously, and the servants are tormented all day long with "I want to see the inside of this house," then follows an endless stereotyped edition of questions about the number of rooms, fire-places, grates, kitchen, basement, cellar, garret, rats, mice, yard, garden, water, bed bugs, musketoes, neighbors, etc., etc., without beginning or end, like a woman's tongue (the lady's will excuse us for so slight an illusion) all of which must be seen or looked for before leaving. After this is over things take a rest for about two months when a taking down of bedsteads, clothes presses, mirrors, pictures, paintings, furniture, pianos, &c., and a piling up of "duds and flummery for oblivion," cartmen are engaged weeks before hand to help move, at one dollar to three for each load, and on these days make from five to twenty-five dollars each! The occupants have till 12 o'clock the first day of May to clear the kitchen, when the New comers have the absolute right to enter by force of bedsteads, bearcases, armed chairs and stove pipes. The last night in April puts many a man, gray headed sire, and rosy cheeked youth beyond the control of opinion or "lau dably" in anticipation of tomorrow. Rain or shine, cold or hot, come what may, move they must; the luxury, confusion, and jumble produces or creates great damage to furniture and household utensils, whilst the changing of houses brings a great necessary demand for new carpets, stoves fire places, mantle glasses, &c. &c. all laying an additional expense. By three o'clock in the morning a rumbling of carts may be heard and at daylight the streets are lined with all manner of vehicles, creeping, crawling, and flying, from a bed bug to a saw mill! All the stray niggers, loafers, and idlers in the city except those who set that day especially "apart" to steal, are employed to "help move." The streets all day lined with men, women and children, of all ages, nations, colors and description going to and fro, like a swarm of bees—Jumping, running, hopping, skipping, falling, rising, cursing, swearing, whooping, and hell-bellowing. The confusion of tongues at the fall of the wall, that certain fools started to build to the skies, we had supposed equalled a May-day in New York! There! you've broke my pianna! damn the luck! make haste! save the pieces, woe! back out! drive ahead! loss!—Lord a massy on my soul, I've broke the looking glass! Just as I expected. Here, take this and run on, make haste! back, Hurra cartman! Hold on, you must make some more of these things. I'm damned if I do. Well I guess you may go a head! Go up! There stand back and look where you're going! Hav'nt time; get out of my way! Every man take care of himself! Gingle gingle gingle, goes a broken basket of wares of some paddy's head o'ch! be Jassa! and is that you homey! be fiddler ganging yer self up agin! Now you'll git the devil Wat! Youkoo doodle is the tune! Go on, "Oh Jim along!" "O what a row what a rumpus and a— Woe Janna ye! Go on! Here is the wife on top of a cart, with three children, her husband's "picture" in gilt frame, and a looking glass

the husband with the journal of Batty and Christ leading the sick! There goes a sight with 15 chairs on his head, a paddy with a spade over men with an invallid! a girl and a cat! a lady with a lapdog, a dutchman with half a dozen pots, shillies, fiddlers, and several old women with her Sunday smock, an old man with his crutch and arched cane and grandson, a drunkard with his bottle and fog, a Temperance boy with his bible, the preacher with his library! the carpenter and mechanics with their tools! a hundred and forty and four thousand, electors "trotting to mention" make up a sort of faint picture of the day. Beds are tumbled down, and many fall to sleep from fatigue at an early hour. Two weeks of Scouring, whitewashing, painting scrubbing, fixing up, refitting, laying down carpets, setting up new taking out and putting in grates &c. &c. This is the hardest season in the year for "female women," as nearly every home is left about as dirty as it can well be made a month before leaving; as work on a three week or lost labor. Then follows the neighbors, acquaintances, churches, &c. &c. I have seen seventeen families in one house, but two stories high, a yard 18 by 25 feet, no garden nor outlet but the sewer. From one to five is common, on account of high rents. I have lived a whole year without knowing the names, or persons next door—without a brick wall between us and yet people have been astonished that I did not know every body in the city, 300,000 I witnessed several of the festivals and had to pack my "house" furniture five times, increasing my rooms from 8 by 10 to 16 by 16 and my rent from \$50 to \$500! and always in danger of fire and robbers, always locked up, never safe who would not live in a city? J. M. E. May 29th 1846. NATCHEZ, MAY-1, 1846. In the Natchez region the crops do not look particularly well, nor is it to be wondered at—torrents of rain and hail, high winds, dark gloomy days, and really cold nights, have as the lawyers say, "jointly and severally," conspired against the young cotton. It looks sickly and very unpromising; many who had a large part of their crops scraped by frost and had to replant that portion. The sharp frost we had on the night of the 13th cut down much of the young plant, and we have heard of some crops on Sevier Creek which were utterly ruined, between corn and cotton, by a hail storm the other day. The stand of corn is unusually fine, where precautions were used to protect the newly sown grain and young plant from birds and animals; but the dark, wet weather we have had so long had drawn it up to an unusual height, rendering it at the same time soft and weak, whilst the excessive high winds of the last few days have laid much of it flat. The small grain crops, oats and rye, are shooting out bravely, and never looked better or more promising of a large yield, but unless we have clear, dry weather for a week or two now, we must look for much regret. Those who had prepared seed beds of sweet potatoes at the proper time, have had a fine season for setting out the young sprouts—which, by the way, is the only and true way to grow this valuable root cheaply and well, but the beds must be made up early, and supplied with bottom heat, that the sprouts may mostly be set out before the spring rains cease. The fruit crop, in this region, will be exceedingly abundant and fine. Mr. Chipman, M. C. from Michigan, was divorced from his wife some time since by the Circuit Court of that State, and within a few days after his divorce, married another woman. At a recent term of the same Court, the decree of divorce was vacated and Mr. Chipman is now the husband of two wives. Fire at Nashville.—The extensive distillery and mill of R. F. L. Hummel & Co., near Nashville, Tennessee, were entirely destroyed by fire on Wednesday morning of last week. The loss is estimated at from \$25,000 to \$30,000—insurance \$10,000. The granary was saved. The fire, it is supposed originated from the gas generated in the process of distillation. The enterprising proprietors intend immediately to rebuild the establishment. A Good Joke.—It is very well known that among those who assailed the character of Mr. Webster in the House of Representatives, was Mr. Yancey of Alabama. His speech was particularly delightful to the enemies of the great Secretary, and they were very anxious that a full and accurate report of it should be published in the Union, for general circulation. Well, a few days ago the speech came out, but so contemptible did it appear when in print, that every one was disappointed. It was a tissue of rant and foolishness. The reporters of the Union were blamed for doing injustice to Mr. Yancey, and Mr. Edmund Burke declared that it was a mere caricature, and that the reporter was a Whig and caricatured it purposely. It now turns out that the speech was written and prepared by Mr. Yancey himself, and that he is his own caricaturist. The truth is that Yancey is a mere declaimer, puffing up his speeches when put on paper, as a stupid as small beer which has remained over night uncorked. A Whole Sermon.—Beloved Brethren! The Scripture tells us that the wages of sin is death. Now, my advice is, that you leave off sinning and strike for higher pay. MANUFACTURED TINWARE Of Superior quality, riveted and warranted not to leak. For sale either in small or large quantities. RANKIN & PULLIAM. April 3, 1846. SALT SALT! Fifty sacks of Salt just received and for sale by RANKIN & PULLIAM. 238. May 1, 1846.