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THE LINCOLN REPUBLICAN.

"The tendency of Democracy is toward the elevation of the industrious classes, the increase of their comfort, the assertion of their dignity, the establishment of their power."

BY ROBERT WILLIAMSON, Jr.

LINCOLN, N. C., APRIL 14, 1841.

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NEW TERMS OF THE LINCOLN REPUBLICAN

TERMS OF PUBLICATION.
The LINCOLN REPUBLICAN is published every Wednesday at \$2 50, if paid in advance, or \$3 if payment be delayed three months.
No subscription received for a less term than two months.
No paper will be discontinued but at the option of the Editor, until all arrearages are paid.
A failure to order a discontinuance, will be considered a new engagement.

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ADVERTISEMENTS will be inserted conspicuously for \$1 20 per square for the first insertion, and 25 cents for each continuance. Court and Judicial advertisements will be charged 25 per cent. more than the above prices. A deduction of 33 per cent. from the regular prices will be made to early advertisers.
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To insure prompt attention to Letters addressed to the Editor, the postage should in all cases be paid.

Moff's Vegetable Life Medicines.

THESE medicines are indebted for their name to their manifold and sensible action in purifying the springs and channels of life, and ending them with renewed tone and vigor. In many hundred certified cases which have been made public, and in almost every species of disease to which the human frame is liable, the happy effects of MOFFAT'S LIFE PILLS AND PHENIX BITTERS have been gratefully and publicly acknowledged by the persons benefited, and who were previously unacquainted with the beautifully philosophical principles upon which they are compounded, and upon which they consequently act.

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Moffat's Vegetable Life Medicines have been thoroughly tested, and pronounced a veritable gem in the treatment of Dyspepsia, Flatulency, Palpitation of the Heart, Loss of Appetite, Heart-burn and Headache, Restlessness, Irritability, Anxiety, Langor and Melancholy, Gonorrhoea, Discharge, Cholera, Fevers of all kinds, Rheumatism, Gout, Dropsies of all kinds, Gravel, Worms, Asthma and Consumption, Scourvy, Ulcers, Invervates, Sores, Scrofula, Eruptions and Bad Complexions, Eruptive Complaints, Sallow Complexion, and other disagreeable complexions, Salt Rheum, Erysipelas, Common Colds and Influenza, and various other complaints which afflict the human frame. In Fever and Ague, particularly, the Life Medicines have been most eminently successful; so much so that in the Fever and Ague districts, physicians almost universally prescribe them.

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MOFFAT'S MEDICAL MANUAL; designed as a domestic guide to health.—This little pamphlet, edited by W. B. Moffat, 375 Broadway, New-York, has been published for the purpose of explaining more fully Mr. Moffat's theory of diseases, and will be found highly interesting to persons seeking health. It treats upon prevalent diseases, and the causes thereof. Price 25 cents—per sale by Mr. Moffat's agents generally.
These valuable Medicines are for sale by
D. & J. RAMSOUR, C.
Lincolnton, N. C.

September 2, 1840.

"Never despair of the Republic."

PROPOSALS

FOR A NEWSPAPER IN THE CITY OF RALEIGH
To be called
The Southern Times;
And to be Edited by
HENRY I. TOOLE.

PROPOSALS of this sort usually abound in promises; few will be made in this case, but they will all be redeemed.

The design of the proposed paper differs somewhat from that of any now published in this City; combining more Literary Miscellany with Politics, than is customary with the party Press. Its main character, however, will be political, and its doctrines of the Jeffersonian school.

The first number will be issued about the Fourth of March next, if a sufficient number of subscribers is obtained to justify the undertaking. As it cannot be regarded as perfectly certain that such will be the case, no subscriber is expected to pay until he receives the paper.

The size will be about the same with the "Raleigh Register," and it will be published twice a week during the sessions of the General Assembly, and weekly at all other times. The price will be Four Dollars per annum.

Every person to whom this proposal is sent, will please, as soon as all have subscribed who may be supposed desirous to patronize the undertaking transmit their names to the Editor at Washington, North Carolina.

CONGRESSIONAL.

UNITED STATES SENATE—Executive Session. DISMISSAL OF THE PRINTERS TO THE SENATE. Thursday, March 9, 1841.

Mr. Calhoun said: I rise, Mr. President, as the question is about to be put, to state the grounds on which I propose to place my vote. There are some questions too clear to be supported or opposed by argument, and this appears to me to be one of that description. All that can be done in such cases, is to give a distinct statement of the points involved, and leave them to force their way by their own intrinsic evidence. It is that which I propose to do in the present instance.

The first point involved in considering this question is, has the Senate a right to employ persons to do its printing? No one can doubt that. It is admitted on all sides.

The next is, can it enter into a contract with such persons for the purpose? How can that be doubted? How else could they be employed, but by contract, expressed or implied? It is the only mode in which it has ever been done from the foundation of the Government. At first, the mode was by letting it out to the highest bidder; but that was found to be objectionable. Persons not competent, and without adequate means, were in the habit of bidding for the contract on speculation, and afterwards either executed it improperly, or fail to execute it at all. A change, in consequence, became necessary in the mode of selecting Printers, which twenty years ago terminated in the present; to fix the rate of compensation, and leave it to each House to select their Printers by the vote of a majority. Such has been the invariable practice ever since. It is in fact, as far as the present question is involved, the same in principle with the original mode. The only difference is, that, in the present, the rate is fixed, and the persons selected or designated by each House by a vote of the majority; and in the original, the lowest bid determined both the rate and the persons. The execution, in each case, was under contract.

The next point is, has the Senate made its selection to do its printing for the time specified; and have the persons so selected entered into a contract to perform it? There, Sir, on the table of the Secretary, lies the bond of Messrs. Blair and Rives, duly executed, signed, sealed, and delivered, with adequate security, and a heavy penal sum for the faithful execution of the printing; they having been previously selected in due form, under the order of the Senate. Every thing has been done orderly, and according to the invariable practice which has prevailed for the last twenty years, without being disturbed or questioned, under all the party changes which have occurred during that long period, until the present time.

It is this contract, thus made, that this resolution proposes to rescind, not directly, but indirectly, by dismissing Blair & Rives as Printers to the Senate, but which would be in effect, to set aside and annul their contract; and what would that be but a plain & palpable violation of contract—a naked act of power and bad faith on our part?

Such is the inevitable consequence, from a simple statement of the points involved in the question. There can be no escape, but by denying that the instrument which they have signed, and by which they have bound themselves to execute the printing of the body, is a contract; and on this extremity have gentlemen been driven, against the plain facts of the case. For this purpose, they distinguish between employment and office, and insist that they are not simply persons employed to do the printing of the Senate, but that they are officers of the body, appointed under the provisions of the Constitution, which authorizes each House to appoint its own officers; and that, as such they are as liable to be dismissed as our Secretary or Doorkeeper. I do not deny that all public employments may be regarded as offices, taking the term in its broad sense, and offices as employments; but the distinction between them, as far as the question of contract, or the right of dismissing at pleasure, is concerned, is as broad and plain as the Pennsylvania avenue. When the business to be done is to be performed by the person employed, it may be either one or the other, according to circumstances. If the capital and materials be on to the person employed, if he hires the workmen, if he runs the risk of loss and gain, he is simply an employer, and not an officer; and the engagement between him and the public a contract, and not simply a bond for the faithful execution of official duties, as this has been represented to be. The reason of the difference is obvious. A reciprocal obligation in all such cases, either expressed or implied, between the employer and the employee, always exists, unless there is an express stipulation to the contrary; and it is on such understanding of mutual obligation that the business of the community is almost entirely conducted.

Such is the fact in this case. Blair and Rives engaged to do the printing of the Senate at their, not our, expense. For this purpose a large capital must necessarily be

invested in building printing apparatus, & materials, accompanied by the heavy outlay in the hire of hands and incidental expenses. There is the hazard. If the building or materials should be burnt or destroyed; if prices should rise, so as to make it a losing concern; the loss is theirs, not ours. And it is to be supposed that all this hazard would be incurred without the plighted faith, on our part, that they should continue to do our printing, for the time stipulated, provided they should faithfully perform their engagements? The contrary supposition would be absurd. I put it to the Senators on the opposite side, if, instead of having the buildings and printing apparatus, they had erected the one and purchased the other, under the bond which they have given to execute the printing, would you not regard the dismissal an act of gross injustice—a violation of a fair understanding between you and them, which justified the incurring of such heavy expense on their part, as necessary to the execution of the work? And can it make their bond more or less a contract, because they happen to have them already in their possession? If you reverse it, and suppose the building, the printing apparatus, and the expense and risk, to be the public's and not theirs, and that they had been elected to take general superintendance of a public establishment, instead of their own, then, indeed, they would be officers in the sense you contended for, and liable to be dismissed, like other officers, and not mere employees to do the printing of the Senate, as they clearly are. Such and so wide is the difference between officers, in the proper sense, and mere employees, as far as the question of rescinding this contract is involved.

But it has been said that it has been decided they are entitled to be admitted in this chamber on the ground that they are officers of the body. But is there not obviously a marked distinction between that & the principle on which the question of contract stands? In deciding by the Vice President the case of the right of admission, it was not necessary to distinguish between an officer and that of an employee, the performance of whose duty made his presence necessary here, as much so as if he superintended a public printing establishment as a salaried officer, and not a private one, at their own risk and expense, and even more so in some respects.

It is also said that their bond is no more a contract than that given by the collector of the customs, or any other officer for the faithful discharge of duty, and which it is admitted does not permit his dismissal.—What has already been said is sufficient to distinguish between the two cases. But suppose the case to be reversed, and that the collector, say of the port of N. Y., instead of being a mere superintendent, to collect the revenues of that port, at the expense of the public, as is the case, had made arrangement with the Government to collect it at its own expense and risk, for a fixed period, at a given rate per centum, could he, in that case, be dismissed, so long as he faithfully performed his engagement, without violation of contract? If further illustration of the difference of the two cases be necessary, the Post Office Department will furnish it. The two classes, officers and employees, are both to be found in that branch of service. The deputy postmasters are of the former description, and can be dismissed the service without violation of contract; but very different is the case with the persons employed to carry the mail. They do it at their own expense, and are acknowledged to be contractors; and can, as such, only be dismissed, as is acknowledged, in consequence of a positive stipulation in their contract to that effect.

But other grounds are assumed in attempting to justify this lawless act of power, as I must regard it. We are told, that the other House have changed the practice under the joint resolution of 1819 and 1823. I reply, that each House has a right to interpret for itself; and it is not for us to say, whether they adopted the true interpretation or not. One thing, however, is certain, that they have never yet dismissed their Printer, or attempted to do so, even under circumstances any way similar to the present. But, suppose they had, would that justify us in departing from our uniform custom of twenty years' standing, and which, no one can doubt, is in conformity to the letter and spirit of those resolutions? But, Sir, I lay both resolutions out of the question in the view I have taken. I do not inquire whether they are constitutional or not, or whether we have, or have not, conferred to them. It is unnecessary, as far as the present question is concerned. It is sufficient that we have a right to employ contractors to do our printing; that Blair & Rives have been so employed, and that they have entered into a written contract, with all due solemnities, to perform their duty. If the original resolutions be constitutional, or if there be in what we have done any want of conformity to them, it is we, and not they, who are responsible. So say justice and common honesty, as well as self-respect.

But, Sir, I have stated the case far stronger than is necessary for the side I support. I might waive our undoubted right to employ persons to do our printing by contract;

I might admit it to be doubtful whether the bond given by Blair and Rives is a contract or not, and whether they are in fact officers or merely employees, and yet stand on impregnable grounds in maintaining that you have no right to pass this resolution. I might rest the question on the simple fact that you selected them as Printers, and have entered into a written instrument with them that they are to do the printing, and might concede that it is a disputed and doubtful point whether they are officers in the sense you contend for, or not, and yet show conclusively, on the soundest principles, that we have no right to do this act. We are one party, and they another, to this transaction—we the powerful & they the weak; and there any rule more fundamental, according to the code of morals, and the principles of our free political system, than that no one has a right to judge in his own case? Or that the right of decision, in such cases as this, belongs to another and appropriate department, and not to us? To assume the reverse, would be to assume that one Legislature had the right to set aside the contract entered into by its predecessors, whenever a question of doubt can be raised; no, still stronger, entered into by itself; for the Senate is a perpetual body. I is the body which authorized this transaction, that it now undertakes to undo. Pass this resolution, and you would set a precedent, inconsiderable as is the interest involved in this case, which would authorize any state to cancel its bonds, to revoke its charters, and annul its contracts, and to make it a question of mere expediency—of personal and party like and dislike—and not a violation of the eternal principles of justice—whether they should or not adhere to their engagements.

And with whom does so dangerous a measure originate? With those who have assumed to be the protectors of the sanctity of contracts—the claimants of vested rights and chartered privileges; who, in their zeal, stigmatized their opponents as Loco Focos, Agrarians, and contemners of plighted faith. And let me ask, at what time is such a measure brought forward? At the moment when the independence of the country is greater than has ever been known; when many of the States have thoughtlessly plunged themselves in debt almost beyond their ability to meet their engagements; when the pressure of the times, and the example of the non-fulfillment of engagements by the great moneyed institutions of the country, have done so much to weaken the force of contracts, in the estimation of money; and when especially it is the duty of all good citizens, and especially in particular, which has such just and great influence over public opinion, to avoid any act which can, by possibility, be interpreted into a disregard of the sacred obligation of contracts. It is, at such a moment, that the party which professes to be the special guardian of the public faith, call on us to do this dangerous act; and for what purpose?—The poor, the pious one of turning out Printers of one political faith, in order to put in others of a different; to put out Blair and Rives to put in Giles and Seaton, who, in no respect, whatever, either in punctuality in the performance of duty, or personal respectability, are their superiors. I cannot but express my amazement at the step, coming from the quarter it does, and with the course which, it is understood, the party from which it comes intend to take in reference to a leading measure of policy—I refer to a National Bank. It is said, and believed, that it will be one of their first measures, and that on which they rely to carry through their avowed policy. Do you not see that this measure, as unobjectionable as it is, will furnish ground from which to assail such an institution with powerful effect? You propose to set aside this contract because you believe that the Senate has no constitutional right to make it. Is there not a large party in the country, now accidentally in a minority, who believe, and have believed from the beginning, that Congress has no right to charter such a bank, and have ever resisted its establishment in consequence of such belief? You believe that the instrument signed by Blair and Rives to do your printing is not a contract. Is there not a considerable portion of the community who believe that a bank charter is no contract? That it is a grant merely of a public franchise, which can be withdrawn at the pleasure of the grantor? If I may venture an opinion, I would say it is far more difficult to prove that this instrument is not a contract, than that a charter of a bank is one.

But we are told that we were forewarned not to make the appointment of Printers; that we would soon be in a minority; and that if we ventured, in spite of such warning to appoint, that those we might select would be dismissed when the majority changed sides. Will not the same warning be given when you come to propose a bank charter? Will you not be told, that it is clearly unconstitutional; that you have seized on the accidental ascendancy of your party, to force it on the country, against its sober and habitual conviction, both as to its expediency and constitutionality; and that, if you venture to act under such admonitions, your acts will not be respected when you come to be again in a minority?

Thinking, as I do, in reference to a National Bank, I would rejoice to see you raising up such difficulties in the way of the establishing one, could the effect of this pernicious example you are about to set be confined to that. But that is impossible. It will go far beyond, and be followed by innumerable evils, unless, as I hope, the sense of justice in the public mind should react against what you propose to do.

As to myself, I, on the present occasion, act on the same principles which guided me in 1834, on the question of the removal of the deposits by General Jackson. I then, and now, believed that the Bank had a right to the use of the deposits under its charter, and of which it could not be divested except on just apprehensions that they were not safe in its vaults, or for its neglect or mismanagement as the fiscal agent of the Treasury. Thus regarding it I acted with those whom I now oppose, in opposition to the removal, and that on the principle on which I now act. Of the two, I regard that a less clear case, as clear as I consider it, of contract than the present; and this resolution, should it pass, a more palpable violation of rights secured by contract, than the measure I then opposed.

Mr. King of Alabama said he was not disposed to enter into a long argument. The clear, forcible, and incontestable ground occupied by the Senator from South Carolina, [Mr. Calhoun,] rendered it unnecessary that he should say any thing. He felt that this matter was settled. He felt that argument was of no avail. He felt that an appeal to justice, to a sense of propriety, would be disregarded; that every consideration which ought to influence the Senate in the discharge of its duties, was to be set aside in this case. Did the Senator from Mississippi [Mr. Henderson,] know any thing of the history of his Government, when he got up here and told them that this must necessarily be an officer, because the individual executed their printing? If that Senator would but turn his attention to the subject, he would find that uniformly, individuals had been employed by contract up to the year 1819. Previous to 1815, they were employed by the officers of the two Houses, and they entered into bond for the faithful execution of the work. The Printers were not elected by this or the other House, but the Secretary and Clerk caused the printing to be executed for their respective Houses. In 1815, in consequence of its being believed that it would be more economical and better for the country that the officers of the two Houses should be associated together in contracting for this work, a resolution was adopted which he would read to the Senate. [The resolution was read, and directed the Secretary of the Senate and Clerk of the House of Representatives, immediately after the adjournment of the and each succeeding Congress, to advertise for three weeks successively, in two newspapers printed in the District of Columbia, for proposals for supplying the Senate and House of Representatives for the succeeding Congress, with the necessary stationery, printing, &c.]

Well, Mr. President, under that joint resolution, which thus became the law of the land, Mr. DeKraft became the contractor. He was the lowest bidder, and he entered into bond to perform the work; and that contract the printing was so made, that it became a serious subject of complaint in both Houses. The consequence was, that a committee was raised to ascertain the true value of the printing, for it had been intimated that this individual, from his anxiety to get the job, had stipulated to take less than it was worth, and consequently he could not execute it in such a manner as it was important the printing for Congress should be executed, and on paper of the proper description, without serious loss by his contract. At the head of that committee was Mr. Wilson, a Senator from the State of New Jersey, a practical printer. That committee reported, fixing precisely the prices to be paid for every species of work necessary for the printing of the two Houses. In conformity with that report, the resolution of 1819 was passed, and then it was they commenced designating the individual who should execute the work at the prices thus fixed. They had acted on that resolution from 1819 to the present time, without variation or change. What, he would ask, were the Prices of 1812, when Way and Weightman were the contractors? Were they officers of the Senate? No one will venture to make the assertion. They were simply contractors, and if they violated their contract, they were liable to have it set aside, and suit brought against them for damages.—What were the obligations of DeKraft as an officer of the Senate, when he became the contractor under the resolution of 1812? None—nobody ever pretended that he occupied any such official position. It would have been ridiculous to have done so; for, though the work was badly executed, he was held to his contract; while some other printer was occasionally employed to do portions of the work, he being compelled to pay the difference in the price. He [Mr. King] believed they had never heard

of the Printer being an officer of the Senate, until a gentleman, now no longer a member of this body, took offence at something published in the paper of the then Public Printer, when he intimated his intention to bring the matter before the Senate, and to move for the dismissal of the printer; but that gentleman backed out, for he knew he could not sustain such a procedure. Was it come to this, that this Senate, actuated by political or private hostility or by individual grief, should set itself to nullify an agreement with an individual who has done his work faithfully? Was any Senator here prepared to say the work was not well done? No; political hostility alone actuated Senators, and it was all they could avow. He [Mr. King] had traced this matter from the earliest period to the present time, and he could entertain no other belief, than that the Printer was simply an employee of the Government; that he was like other individuals who contracted to do work, and if he failed to execute it, or did not do it correctly, he was liable to be prosecuted for damages. But, as he had already said, he felt that the thing was settled. The fact had gone forth from headquarters, and those who in their secret hearts might regret it, were brought to do an act of which their judgments disapproved; being carried along by their party predilections to perpetrate it. He [Mr. King] would not reply—his indignant feelings would not permit him to reply—to the imputation of motive by which it was alleged his side of the House were actuated. Such imputations were unworthy of the person who uttered them—unjust towards his [Mr. King's] friends, and unworthy of this body. What were Blair & Rives—the contractors for the public printing? Suppose, for a moment, they were every thing that Senators in their places here have thought proper to denounce them for—suppose they were base—suppose they had no character—suppose they did not deserve the countenance or support of this body—were these sufficient grounds on which to set aside their contract, so long as the work was correctly executed? What was it to the honorable Senators whether those individuals were of good or bad character? He [M. K.] was not there the advocate of Blair & Rives; he looked beyond that—he looked at the principle involved, and the consequences which would follow to the country, should this resolution be adopted. This act would become a precedent, which must forever shut the mouths of the Senators who established it. No more shall we hear of the Democrats being Agrarians—of being disposed to break down vested rights; or to violate the obligation of contracts; they must be forever silenced by their own act. But who is this Mr. Blair, who has been so violently assailed on this floor? If his [Mr. K.'s] recollection served him right, this man Blair resided some years gone by in the State of Kentucky, where he figured as no inconsiderable personage. He was then the political friend of the Senator from Kentucky; his intimate associate; and, if he was not misinformed, his confidential correspondent. Was he infamous then? He pre-empted not. He [Mr. K.] knew nothing of Mr. Blair, except by character, until he made his appearance in this city some years past. Since that time, he had been on terms of social intercourse with him—had observed his conduct in the social and private relations of life; and he felt bound to say, that for kindness of heart, humanity, and exemplary deportment as a private citizen, he could proudly compare with the Senator from Kentucky, or any Senator on this floor by whom he has been assailed.

But he was the conductor of a political newspaper, which was abusive in its character. With the manner in which that paper was conducted, he [Mr. King] had nothing to do. He should neither undertake here to approve or condemn. But were they to exclude as Printers of the Senate, men who conducted political, or, if you please, abusive newspapers? Then they must exclude the man who, not twenty days past, in an address delivered on that avenue, and published in the National Intelligencer, grossly insulted every man, of both Houses of Congress, who was opposed to the present dominant party, by uttering and publishing what he must have known to be utterly untrue. Gentlemen speak of the importance of having for Printers, men who so conduct themselves as to produce harmony and good feeling in this body. Admitting it to be correct, and he [Mr. King] was not disposed to question it, would the man who delivered that address, if elected Printer, produce that kindly feeling? He [Mr. King] knew not who it was the majority in this body intended to elect as Printers; but he knew that gentlemen, actuated by political hate, were running counter to their declarations; and were about to do what they had denounced in such strong terms. The object cannot be mistaken; it is to wreak their vengeance on a political foe, and provide for a political friend. His friend and colleague had just suggested an idea, which he would throw out. Let the country bear it, and let the Senate understand it. Could Blair & Rives, having given bond, resign this appointment, without the assent of the Se-