

States, independent of, and prior to, the action of Congress. To such they may be again reduced, whenever it shall suit the good pleasure of the Legislature. Against such a reduction, the President can protect himself by no executive power, but only by his legislative negative. Among the axioms of freedom which our fathers incorporated into our Bill of Rights, it is declared "that a frequent recurrence to fundamental principles is absolutely necessary to preserve the blessings of liberty, and never has its truth or necessity been more clearly demonstrated, than by the alarming pretensions of Executive power now set up for the first time. Accustomed as we are, almost at the end of a half century from the beginning of the Government, to view the President of the United States, exercising the authorities and dispensing the patronage derived in consequence of more than a thousand statutes, we are apt to overlook the relation of the Executive to the other departments of the Government, and to mistake the derivative for an original power. Hence we hear, in the Protest to the Senate, of "original Executive power," "left unchecked by the Constitution."—And of analogies drawn from the powers of "the head of the Executive Department," "in the Government from which many of the fundamental principles of our system are derived." Sir, "the Constitution, as I stated in the beginning, conferred only specific powers on the President, as well as on the whole Federal Government, and did not "check" powers before possessed. He deduces from it his whole official existence, and I protest against his derivation of any power from reference to the prerogatives of the King of Great Britain. We have been also told in this debate, by the gentleman who presented these resolutions, in the excess of admiration for the Executive, in disparagement of the Legislative department of Government, that the latter had been always addicted to usurpation, and the Senate of Rome was cited as an example. I thank God that the liberties of my country are fixed on a basis more secure than those of any nation either of ancient or modern Europe. But for the sake of "setting history right," I would say a word in vindication of the law-givers of other times. The Romans did not cease to be free until the people had become thoroughly corrupted by their system of plundering the world and living on the spoils. From the influences of venality and corruption in the latter days of the Republic, no class was entirely exempt; but unless my recollection be untrue, the last flickering flame of Roman Liberty expired in the Senate house. And even after all hope was lost on the fatal field of Pharsalia, and the darkness of military despotism had spread over the land, a fighting flash of the fire of freedom gleamed from the dagger of a Patriot Senator. Those sturdy Barons who established *Magna Charta*, the Hampdens, the Sidney's, and Russels, who contributed so much to wrest absolute power from the hands of the King, and secure popular rights, the Parliament of 1688, and the American Colonial Legislature, are surely exceptions to the general denunciation of the gentleman, unless indeed it be a usurpation in the Representatives of the people to deny the slavish doctrines of non-resistance and passive obedience to the divine right of Kings. Our predecessors too, in these halls, deserve no such imputation, since, in the lapse of more than half a century, they have not enacted more than half a dozen statutes which the Judiciary has declared to be beyond the limits of their powers.

[To be concluded next week.]

### POST-OFFICE CORRUPTIONS.

From the *National Intelligencer*, of January 27.  
REPORT UPON THE POST OFFICE.

In the Senate, yesterday, Mr. Ewing, from the Committee on the General Post Office, (which, the reader will recollect, sat by order of the Senate during the late recess of Congress) made a Report.

The reading of this Report occupied the Senate until the usual hour of adjournment, and was not concluded when the Senate adjourned.

As it is doubtful whether it will ever be possible for us to publish the whole of this Report, (however desirable it would be to do so,) we have availed ourselves of a casual opportunity to make such an abstract of the Report, in this and the following columns, as time allows, without limiting ourselves to that part only of it which has been read in the Senate.

The Report, notwithstanding its large volume, and the evidence which it carries on its face, and in its bulk, of great labor and perseverance, is not definitive, but rather a report of the progress of the Committee, so far as they have gone.

The report, after stating the meeting of the committee in this city on the 19th of September last, and the accommodation of a room in the Post Office afforded to them for their sittings, commences with a description of the confused state of the Books of the Post Office, which rendered it impracticable to ascertain with any thing like accuracy the true state of the finances of the Post Office, or of the accounts of individuals with it. In many cases, the state of an account, in important particulars, was only to be gathered from pencil-marks in the margin of the books. Of the inaccuracy of these accounts several instances are stated; of which as our analysis of the Report must necessarily be very brief, a single instance, quoted from the Report, as follows, must serve as an example:

Your Committee called for the account of James Reeside, and it was shown them on the ledger, when there appeared a balance against him, on the 1st April, 1834, of \$15,200 07. The accounting officers, however, informed your Committee that the ledger did not present all the credits to which Mr. Reeside was entitled, and they have since exhibited an account containing many additional credits, by which there appears to be a balance in his favor, on the 1st July, 1834, of \$7,539 53, making a difference of about \$6,000. Some of the credits bear date between the 1st of April and the 1st of July, but a large part of the amount is made up of entries which, if entitled at all to a place in the account, belonged to a date prior to the 1st April, 1834. The correctness of these several credits will be considered in another part of this Report.

In consequence of the difficulty experienced by the committee, from these causes, in arriving at true results, from the books, the committee employed two accountants, unanimously approved, to examine and audit the books, in which business these persons have been and are still diligently engaged, the result of whose labors the committee will report when arrived at and examined.

Meanwhile, with the materials in their possession, the committee enter into an elaborate comparison of the reports of the present and late Postmaster General, and of the reports of the present Postmaster General with facts disclosed by the books, &c. to which nothing but a literal transcript (which

we have now no opportunity of making) of the whole of this part of the report can do justice.—There is one paragraph of it, however, which so forcibly attracted our attention, that we have thought it proper, by extracting it, to make it an exception to the rest. It is as follows:

"There is another item introduced into the statement of the 29th of December, 1834, of which your Committee knew nothing until since their former Report, and did not even suspect its existence. It is a balance against contractors for payments made them before the 1st April, 1834, for the current services of the quarter which ended that day, and for prior services, which had not yet been placed to their credit, \$254,897 38. Your Committee did not suppose a fund of this character and amount existed to the credit of the department, because they knew, by former statements, that there were very large sums actually due to contractors, for services fully and faithfully performed in previous quarters, which the Department was bound, in good faith and in justice, to pay. These sums, actually due, were not paid for want of funds. Large sums were also borrowed from Banks, on interest, and it seemed inconceivable that, under these circumstances, so large a sum of money should have been advanced to a few contractors, before they were entitled to receive it by the terms of their contracts. But the present investigation has satisfied your Committee that very large sums were, and still are, due from contractors for illegal payments, and advances of money; and that this sum, at least, and probably a much larger sum, ought to be reclaimed from them and placed to the credit of the Department."

The next topic embraced in the report is that of the removal of Postmasters without cause, to make way for mere partisans, in many cases wholly unworthy of credit or confidence, &c. In the prosecution of their inquiry into the cause of these removals, the committee were, as the reader already knows, met by a refusal of the Postmaster General to furnish the committee with the information demanded, in a letter which the Postmaster General, with a disrespect towards the committee that is merely alluded to in the report, caused to be published in the official journal here within a few days after the date of the transaction. This branch of the Report concludes as follows:

Your Committee do not think it incumbent upon them to enter into a discussion with the Postmaster General on the subject of their respective rights and duties, nor do they now think it proper in this paper to examine them, or to blend an argument on constitutional law with the facts which they were required to examine and report to the Senate. This refusal of the Postmaster-General to permit the inspection of these papers on alleged constitutional grounds, which applied alike to the whole class of cases above referred to, and which rest on the same principle, of course put an end to this branch of the investigation. Finding the doors closed upon them here, they turned their attention to other subjects of inquiry, touching the condition of the Department and the management of its concerns."

The Report then proceeds to the examination of the practice of the Department in making contracts in a manner contrary to law, and equally unauthorized by a regard to equity and to the public interest. The account of the *Improved Bids*, which have had such an unfortunate agency in the present insolvency of the Post Office, will be new to many of our readers. We therefore copy it:

"The practice has lately prevailed extensively in this Department, of advertising proposals for carrying the mail on the principal mail routes, in a different manner from that in which it is in fact carried—of receiving bids for carrying it in a different manner from that in which it is advertised, which are called *Improved Bids*,—of accepting the bid as made *ad hoc*, and entering their acceptance as applicable to that part of the bid which conforms to the advertisement, and immediately changing them to the *Improved Bid*, and so executing the contract; thus, in effect, letting or making the contract without advertisement. This is a violation of law, and has given rise to, and is made the apology for, other violations of law and official duty."

The Report then goes on to show that, in regard to all this class of "improved bids," which have been made the ground of extra allowances, there are important discrepancies between the Reports of the Postmaster General and the Blue Book (the printed list of contracts and allowances) and between the Blue Book and the actual contracts; and that none of them are to be relied upon. The practice of allowing these "improved bids," and making these "extra allowances," the Committee say, throws the door wide open to unfairness, favoritism, and collusion. And the Report, on the same subject, continues thus:

"The public know nothing of the purposes or the wishes of the Department as to the time and manner of transporting the mails, except through the medium of the public advertisement. And the honest business man, who would wish to get a contract, through fair competition, would naturally suppose that a bid, pursuant to the advertisement, would be the one, and the only one, by which he could procure such contract. And he would further suppose that he would be bound by such bid.—With the public at large, this probably has been the case; it appears to have been the case with the small contractors generally. But it has been far otherwise with a class of large contractors, who appear to be on terms of intimacy and confidence with many of the officers of the General Post-Office, and whose affairs are intimately blended with the fiscal concerns of the Department. For example: In looking over the bids of the Fall of 1831, it will be found that several individuals who obtained contracts upon the great mail routes, or a great number of the small ones united, included in their bids, not only a proposition to carry the mail according to the advertisement, but with stipulations that the bidder would bind himself to carry the mail in a *different manner*, at a *different price*. Of the favored contractors, the bids to carry the mail pursuant to the advertisement are generally *very low*, so as to enable the Department to award them the contract, while their *improved bid*, in pursuance of which the contract is at last executed, is *very high*, so as to ensure to the contractor an enormous profit. The acceptance is marked on the Proposal Book, opposite the sum which was bid for carrying the mail, pursuant to the advertisement, and the rival bidders will see, on an inspection of this book, that they are underbid.—But the contracts are executed according to the *improved bid*, which is always twice or three times the sum at which it is entered on the Proposal Book laid open to the inspection of the public."

Of the general effect of this mode of distributing at pleasure, the public money to favored contractors, the Report speaks thus:

"It were tedious to enumerate the cases in which this difference exists between the bid made pursuant to advertisement and accepted, and the contract executed. Your Committee have caused to be prepared by their Secretary, and they exhibit herewith, a table compiled from books and papers in the Department, from the Blue Book, from the letter of the Postmaster-General of the 3rd of March, 1834, in reply to a call of the Senate, and from his Report of the 18th of April, 1832, which shows, in each individual case in the contracts of 1831, the difference between the bid, as entered on the bid book, and the contract as executed. It shows, also, the cases in which no difference exists. The same paper shows, in another column, opposite the name of each contractor, what extra allowances have been made him, over and above his contract as executed, from which it will be seen,

"1. That the whole amount of bids accepted, pursuant to the advertisements in the month of October, 1831, was \$340,628 54

Amount of contracts as executed for

some division (by the Blue Book,) \$28,259 40

Making a difference of \$147,632 80  
"And it will be seen that this whole difference, to the enormous amount shown, is made in favor of not more than — contractors, or companies of contractors, most of whom your committee will find it their duty to notice hereafter in this report, as recipients of other pecuniary favors from the Department."

A single case out of many is quoted to show the anomalous character of the contracts, and the unjustifiable waste of the public money in the practice of accepting these improved bids:

"Take, for example, the route from Philadelphia to Pittsburgh, which was first accepted daily at \$7,000, and which, by the modified contract pursuant to the *improved bid*, is carried, as is alleged, twice daily to Pittsburgh, at \$25,000, and extended to Wheeling at \$27,000—one of the lines from Philadelphia to Pittsburgh running at an increased speed. Now it cannot be established as a mathematical proposition, that if a daily mail costs \$7,000, a mail twice daily should, by exact proportion, cost \$25,000; nor do we think that any one who understands the nature and value of services will be prepared to say that the one bears any just proportion to the other. It were vain to urge as an apology for such excessive increased allowances, that there is no means of arriving at the true proportion which the original bid and the increased allowance bear to the service rendered under each or to each other. If such proposition cannot be availed of, the law forbids the increased allowance. But, in truth, no law applies to this species of contract. It seems to be of a hybrid race—neither an original contract, which the law will recognize, nor a legal extra allowance for increased services. It is about equidistant between them, and sustained by neither."

In a few words the report shows how this whole practice, and the allowances growing out of it, have been officially screened from the view of Congress and the People, until the Senate forced a revelation of the whole system:

"Your Committee have shown that the Postmaster General did not report the increased allowances made in consequence of these improved bids, as any part of the original contracts in which they were embodied—neither did he report them as extra allowances when called upon by resolution of the Senate to report the amount of those allowances made for extra services since the 6th of April, 1829. They pass wholly without his notice in any of his reports to Congress, and seem, in his judgment, to be referable to no class of cases whatever. Indeed, no one could but feel that they were wholly without legal warrant, and that they could, therefore, fall under no known legal head.

"Nevertheless, immense sums of money have, through their means, been transferred from the Department to the pockets of individuals; and the American Congress and the American People have, until this investigation commenced, been wholly ignorant of the existence of any such mode of appropriating or disposing of the public funds."

The report next proceeds to a further examination of the manner of making these contracts and extra allowances, with especial reference to the Report of the Postmaster General of the 18th April, 1832, which the Committee argue, from the facts disclosed by this investigation, to have been wholly delusive and calculated to deceive. They go so far as to say that it is evident, from the facts, that that report must have been drawn up and presented to Congress, deceptive as it is, purposely so, and not by accident. Upon which they make the following severe animadversions:

"In whatever manner this matter may have been considered by the Postmaster-General, and whatever may have been his reasons for the presentation of a report in its tendency so certain to mislead: whatever opinions or views unknown to your committee actuated him, this feature in his report, according to their deliberate opinion, cannot be justified. It is, indeed, unnecessary to enter into a disquisition upon the subject; it is a question referable to the forum of common sense and common honesty. It is simply whether the obligations of truth extend or do not extend to the official papers of high public functionaries. If they do not, this paper may be justified; if they do, it is a breach of official duty."

"There is another circumstance touching the above named report, which ought not to be entirely overlooked. It was made out and presented to Congress just before the commencement of the Presidential canvass in 1832; and it was a paper, the tendency of which was to bear upon that election. It held out to the American People a delusive view of the prosperity of an important Department of the Government, and naturally induced a belief that it was wisely and economically administered; while, in truth, the public moneys were squandered without stint, and the Department was rapidly sinking to insolvency."

After contrasting the practice of the present with former administrations of the Post Office, the Committee revert to the Postmaster General's Address to the People of the United States at the close of the last session of Congress, and rebuke some of its statements, &c.

The Committee then proceed to re-examine in detail, and at very great length, some of the cases of extra allowances which were more briefly noticed in their last report to Congress at the last Session; and especially the case of J. F. Robinson, J. and B. Bennett, W. Tallow, Reeside's contracts from Hagerstown to McConnellsburg, from Bedford to Washington, from Cumberland to Blair's Gap, from Baltimore to Chambersburg, from Philadelphia to Pittsburgh, Reeside's and Slaymaker's extra \$10,000 per year, Reeside's contract from New York to Philadelphia, &c. The allowances to Mr. Reeside are most dwelt on by the Committee, apparently because they are the largest and he is the most extensive contractor. To this gentleman, in one form or other, of contract or allowance, the Committee say there has been paid, within two years and a half (from 1st of January, 1832, to 1st of July 1834) for carrying the Mails between Philadelphia and New York, \$94,372 17; or 33,748 86 per year.

The Committee conclude this laborious examination of contracts with the following summary, showing the aggregate of payments which they aver to have been unlawfully and unjustifiably made to a single contractor:

"Passing over those cases in which a contract or an allowance was made contrary to law, but for which an equivalent service has been rendered, and taking only those in which the law did not warrant the allowance, and in which also no services whatever were rendered, or in which the allowance was much above the real value of the services, and then taking the excess only, of the allowances over and above that value, your committee find the following sums paid to James Reeside, since the 1st April, without any warrant of law or justice, to wit:

On the contract to carry the mail from Hagerstown to McConnellsburg	\$2,932 00
From Bedford to Washington	7,738 66
From Cumberland to Blair's Gap, \$12-559 62, less \$1,500 a year for two years, \$3,000	9,559 52
From Philadelphia to Pittsburgh, excess of allowance over services, \$8,000 for two years and six months	20,000 00
Same route—carrying newspapers in the most rapid line, half	8,750 00
From Baltimore to Chambersburg	3,987 50
From New York to Philadelphia. Allowance for expediting from January 1st, 1829, to December 31st, 1831, \$6,000—services paid for not performed	18,000 00

Detention, waiting for distribution of foreign mails—an unprecedented allowance—without sufficient evidence

4,500 00	
Carrying mail bags from Philadelphia to New York—a charge wholly unprecedented	1,500 00

For transporting the mail from Philadelphia to New York from the 1st January, 1832, to the 1st of July, 1834, two years and six months, Reeside has received \$94,372 17. His original contract was \$5,000 a year for carrying a daily mail; but, in his improved bid, which was afterwards made the contract, he agreed, for \$19,000, to run two daily mails, and a third mail for \$1,500, making \$20,500, and furnish guards and carry all expenses. This allowance, though enormous, falls short of the sum actually paid in two years and six months on that route, by

33,122 17

So that the whole sum paid to Reeside, which is founded on no law and no apparent justice, is

\$110,194 85"

If the name of Mr. Reeside makes a thus prominent figure in this summary, it is because it does so in the Report, and not from any preference of ours. The private pecuniary transactions of the same citizen with the Postmaster General and with the Chief Clerk of the General Post Office are also brought into view in connection with the largeness of his extra allowances. So also are his loans to the Chief Clerk, (O. B. Brown) and said Brown's alleged partnership in the contracts of E. Portes, upon which large extra allowances have been made, &c. In relation to these passages of the Report, as it is impracticable for us to give the whole, we forbear making extracts, which might only give a partial and imperfect view of them.

Adverting again to the generally confused manner in which the largest and most important accounts of the Post Office are kept, the Report presents the following curious instance:

"In examining the account of Jas. Reeside, your committee found to his credit the following:

"1833, April, 30. Cash deposited in the Western Bank of Philadelphia, 20,000 dollars."

Your committee, while in Philadelphia, examined the books of the North Western Bank, and obtained a statement of its transactions with the Post Office Department, by which it appears that this sum was raised by Reeside on a draft drawn by himself in favor of R. C. Stockton, and accepted by O. B. Brown, Chief Clerk, dated the 29th day of April, 1834, and payable three months after date; which draft was paid by the Department at maturity; so that, as the transaction stood at the time the account of Reeside was made out and presented to the committee, he was entitled to no credit arising from this transaction. If a credit were entered on the books at the time the draft was negotiated, then, when the draft was paid by the Department, there should have been a charge of an equal sum against Reeside, to balance it. This was not done; and it helped to reduce a balance of \$54,399 07, which, notwithstanding his large extra-allowances, stood against him on the books of the Department on the 1st of April, 1834. Your committee called upon Obadiah B. Brown to explain this transaction, and he stated that the draft on which Reeside raised this money had not become due until some time in the month of November, and that since that time there had been no settlement with the Bank, so that the credit could in the ordinary course of things, be entered. A member of your committee then, in the hearing of the witness, asked for the statement of the Cashier of the Western Bank of Philadelphia, and the paper not being in the Committee room, it was sent for, and the witness was dismissed until it should be brought in. After a short time the witness returned; stated that he had been mistaken; that the charge against Mr. Reeside was omitted by mistake, and was also by mistake entered against R. C. Stockton, but that he had promptly corrected the entry on the books, and that it was now all right. Your committee directed the witness to bring in the books in which he had made the correction; he did so, and showed no less than seven erasures and changes of entry which he had caused to be made in the books in the short time that your committee had resided here for examination. The credit which is due to books thus kept and thus altered to suit the emergencies of the occasion, can be readily appreciated by the Senate."

After reciting the testimony of C. K. Gardner, one of the Assistant Postmasters General, in regard to this particular transaction, the Committee sum up the case as follows:

"Thus, when these acceptances are made, they are credited to the contractor as so much money paid by him to the use of the Department, though he, in fact, pays nothing, but merely lends his name as a drawer or endorser: the same sum is charged to the Bank as so much deposited to the credit of the Department, and the draft is at last taken up by a check, which is certified to be for transportation by the three officers who, according to the improved system of checks, or disbursement, adopted by Mr. Barry, are required to certify every check which issues from the Department. But, by examining these debits and credits, and certificates for transportation, no accountant, however skillful, could ascertain that such expedients had been resorted to, or money raised in that manner. These certificates, upon whatever grounds they may be supported, are contrary to the plain fact of the case."

After adverting farther to the erasures in the books of the office, the conflicting testimony of witnesses, &c., all of which we are obliged by want of time to pass by for the present, the Report comes to the following conclusion, to which we give insertion at large, as no less due to the importance of the subject, than to the indefatigable labors of the intelligent Committee by whom it has been prepared:

"So numerous and great are the abuses which have grown up in this Department, that reform has become absolutely necessary; but the measures by which it is to be effected are by no means free from embarrassment. They are the more difficult, as many of the evils which require a remedy do not arise from defects in the existing law, but from an habitual disregard of plain legal provisions. They may, however, be principally traced to the absolute and unchecked power which a single individual holds over the resources and disbursements, and all the vast machinery of this Department."

The checks of various inferior officers upon each other are of no value, when all are guided and controlled in their acts by one dominant will.

"Within the comparatively short period of fifty-five years, this Department has arisen from a feeble beginning, until it has acquired a revenue equal to that of the Union itself at the time of its organization; and its extensive and diversified operations, its patronage, its resources, and its power, must, by the mere force of circumstances, go on increasing indefinitely, with the increase of our country in population, business, and wealth."

"The annual Reports of the Postmaster General are of little value as a restraint upon the Head of the Department, or as a means of calling public attention to his official conduct. These Reports may be true, yet the state of affairs which they indicate cannot be understood without that careful examination which few or none will feel willing to give them, amidst the other arduous duties of legislation: or those statements may be false, and yet few will be disposed to bestow on them the labor, bodily and mental, which would be necessary for their correction—and to encounter the bitterness of party rancor, and the reckless violence of party calumny, which those must encounter who venture to explore the secret mysteries of great patronage and high power, and expose their enormities to the public gaze.

"From reflections on these and other causes, leading

to the more result, your Committee incline to the opinion there will be few instances in the future history of our country of a full and searching investigation into the conduct and management of the Post Office Department. They deem it, therefore, their duty, at this time, to propose such measures of legislation as will, in their opinion, the most effectually prevent the recurrence, in future, of abuses similar to those which this investigation has disclosed. This, they conceive, can be best effected by a change in the organization of the Department, so as to place the collection and disbursement of its funds in different hands, and under the control of officers entirely independent of each other.

"That department, as at present arranged, is a dangerous anomaly in our system; and by whomsoever the concerns are hereafter to be conducted, its organization ought to be changed, so as to conform more nearly to that of the other great Departments of our Government. The accountability of its officers ought also to be rendered effective, and their discretion limited, as far as is consistent with the efficient performance of the public service."

### THE ATTEMPT TO ASSASSINATE

Extract of a Letter to the Editor of the *Western Carolinian*, dated

WASHINGTON, JANUARY 30th, 1835.

A circumstance occurred at the Capitol, on yesterday, which will be the source of many misapprehensions. The President, as is his custom, attended the funeral service of the Hon. Warren R. Davis of South Carolina; and, as the procession moved out of the Capitol, some assassin snatched two pistols at him, both the caps of which exploded without igniting the powder in the pistols. He was immediately apprehended and committed. The man's name is Lawrence, for two or three years past a resident of this city, and recently betraying strong symptoms of derangement, having made, as I understand, an attempt upon the life of his sister. A friend, who was near at the time, says that he never saw any man who exhibited a more fixed and determined purpose than did the assassin, nor any man who could meet the attack with more deliberate and unflinching courage. Upon the crack of the first pistol, the President sprang, like a lion from his lair, at the assailant, but before he could reach him, he had aimed his second, which also snapped. The circumstance produced, as you may well suppose, very great excitement at the time, and has been the theme of conversation ever since. The most wonderful part of this whole transaction is that both the pistols should have snapped, especially as it is well known that the percussion locks hardly ever fail of fire. Some, therefore, believe that the touch-hole must have been stopped up in purpose to prevent the pistols from going off; while others are so uncharitable as to believe that the wretch was instigated to the deed by others, for which there is certainly no just foundation. It is said, however, that the President intimated such a charge against Mr. Poindexter, and that the latter gentleman has addressed a note to the President asking an explanation. It is true the President has many bitter political enemies; but none, I believe, so base as to wish to do him a personal injury. Indeed the whole of the opposition would greatly prefer that Genl. Jackson should serve his term, than that his place should be taken by Mr. Van Buren, as would be the case upon the death of the President. No party, therefore, rejoiced more at this fortunate escape of the President than did his political opponents. No party could gain so much by the death of the President as the friends of the Vice President, who would be President upon that event. But it cannot be believed that any body has had any agency in this matter, except the assassin himself, who is certainly deranged.

Since the receipt of the above letter, the U. S. Telegraph of the 7th instant has reached us, and furnishes the following additional information in relation to the charge made against Mr. Poindexter by the President. Our indignation at Genl. Jackson's conduct in this affair is so intense, that we can hardly abstain from the expression of opinions, which, while they might be considered excusable towards the creator, would cast obliquity upon the honorable office he dignifies. But Mr. Poindexter is fully capable of defending himself against the malicious attacks of even Andrew Jackson; and we have no doubt he will do himself ample justice.—Editor.]

FROM THE UNITED STATES TELEGRAPH.

A distinguished individual, to whom Genl. Jackson owes a deep debt of gratitude for his disinterested support on one of the most trying occasions, and whose generous friendship has been repaid by the deepest injuries, hearing that Gen. Jackson had imputed the assassination to him, addressed him a respectful letter, desiring to know, from himself, whether it was possible that what he had heard was true? Instead of magnanimously atoning for the deep injustice, the President has added insult to injury. Thus much we feel called upon to say.—The distinguished individual to whom we refer is a citizen who knows what is due to himself and to his own reputation, and, knowing, will maintain them.

From the *Globe* of January 31.

### ATTEMPT TO ASSASSINATE THE PRESIDENT.

While the PRESIDENT was at the Capitol yesterday, in attendance on the funeral of the Hon. Warren R. Davis, from South Carolina, Richard Lawrence, a painter, resident in this city, attempted to shoot him. Col. Lane, of Indiana, informed us that he saw this individual enter the hall of the House during the delivery of the funeral sermon. Before its close, however, he had taken his stand on the eastern portico, near one of the columns. The President, with the Secretary of the Treasury on his left arm, on retiring from the portico, advanced towards the spot where Lawrence stood, who had his pistol concealed under his coat, and when he approached within two yards and a half of him, the assassin extended his arm and levelled the pistol at his breast. The percussion cap exploded with a noise so great that several witnesses supposed the pistol had fired. On the instant, the assassin dropped the pistol from his right hand, and taking another ready cocked from his left, presented and snapped it at the President, who at the moment had raised his stick, and was rushing upon him. Mr. Woodbury and Lieutenant Godney at the same instant laid hold of the man, who gave way through the crowd and was at last knocked down. The President pressed after him until he saw he was secured.

We attended the examining court immediately after the event. The Secretary of the Treasury, the Secretary of the Navy, Col. Burd of the House, Mr. Kingman, and Lieutenant Godney, all of whom witnessed the act, were examined, and gave a more minute detail of the circumstances above stated.

Mr. Randolph, the Sergeant of the House, who attended the Marshal to conduct the prisoner to the City Hall for examination, gave in testimony