

Santa Fe Weekly Gazette.

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Santa Fe Weekly Gazette

TERMS.

WEEKLY—\$2 50 a year, payable invariably in advance; single copies 12 1/2 cents. Advertisements, \$1 00 per square of ten lines for the first insertion, and 50c. for every subsequent insertion.

PROSPECTUS

SANTA FE WEEKLY GAZETTE.

THE SANTA FE WEEKLY GAZETTE, an English and Spanish newspaper, is published every Saturday, in the city of Santa Fe, Territory of New Mexico. In politics it will aim to be a sound democratic Journal; but in addition, it will be devoted to General Literature, and the current news of the day, and no pains will be spared to fill its columns with interesting matter. Particular attention will be paid to such information as will be useful and important to the people of the Territory, to a development of the agricultural, mineral and other resources of the country. The latest news from the United States will always be found in its columns, together with the most interesting items from other parts of the world. To the native population of the Territory, such a paper will be invaluable, as it will be, in a great measure, the only channel through which they will be able to obtain information from other parts of the Union. To the people of the States, this paper cannot fail to be of deep interest, and will give them the only correct account of this far off and growing Territory, they can possibly obtain; and we shall be careful always to have the latest news for our distant readers. New Mexico, heretofore, has been almost an unknown land, but if our friends in the States will subscribe for the "GAZETTE," they will soon become as well acquainted with it, as any other portion of our country. This is the opening of a New Year, and there could not be a better time to subscribe. Terms only \$2 50 per annum; and advertising and job work done at the lowest possible price.

W. W. H. DAVIS,

Santa Fe, N. M., Jan. 2, 1854.

LEGAL NOTICE.

W. W. H. DAVIS,

(DISTRICT ATTORNEY OF THE UNITED STATES FOR NEW MEXICO.)

ATTORNEY AND COUNSELLOR AT LAW,

SANTA FE, NEW MEXICO.

Will practice in all the courts of the Territory.

Office in the same room occupied by the Secretary of the Territory.

REFERENCES.

Hon. C. Cushing, At. Gen. U. S.
Hon. Geo. M. Dallas, Philada.
Hon. R. Brodhead, U. S. Senate.
Hon. Simon Cameron, Penna.
Gen. R. Patterson, Philada.
Col. Thomas J. Whipple, New York.
Haddock, Reed & Co., Philada.
James, Kent & Santos, "
Wood, Bacon & Co., "

MONTEZUMA HALL.

THE undersigned desires to inform her friends and the public, that she has now moved her establishment to the building on the plaza known as the Montezuma Hall, where she will always keep on hand the best kind of liquors and beers.

Attached to the Hall is a fine stable always well supplied with forage.

CAROLINE STEIN.

Santa Fe, Jan. 7, 1854.—3m

NOTICE.

WE WOULD most respectfully inform our friends and the public, that we have taken the house of the late Jno. Patten in Albuquerque, and completely fitted the same as a Hotel. Our friends will always find us on hand. No pains shall be spared to render all who may give us a call comfortable and well provided for. Attached to the house are cereals and stables. At all times we shall have an abundance of forage. Our tables and bar will be well filled with the best of the country affords.

Terms cash.
BRANFORD & JEANNERET.
Santa Fe, Oct. 15, 1853.—1f

SOUTHERN MAIL.

WINTER ARRANGEMENT.

THE southern mail via El Paso to San Antonio, Texas, leaves Santa Fe on the 15th of each month, arrives at El Paso in from six to eight days, and reaches San Antonio on the 14th of the next month. Returning, leaves San Antonio on the 15th of the same, arrives at El Paso in from 14 to 18 days, and reaches Santa Fe on the 14th of the next month, making the trip through in from 25 to 28 days, winter and summer. The Contractor has spared no expense in placing upon this route spring carriages the best adapted for the convenience as well as comfort of passengers. Persons going to, or coming from the States will find this a very pleasant route, particularly during the winter months, as it is entirely free from the intense cold and heavy snows that so frequently obstruct the eastern mail route to Independence.

RATES OF FARE.

\$125 00 through from Santa Fe to San Antonio.
30 00 from Santa Fe to El Paso.
Passengers allowed 40lbs baggage.

HENRY SKILLMAN.

N.B. Passengers not required to stand guard.
Santa Fe, Oct. 7, 1853.—1f
THE undersigned begs leave to inform his friends and the public generally, that he is prepared to do all kinds of cabinet and carpenter's work on the most reasonable terms. Shop, two doors above the store of Jesus Loya.
Santa Fe, May 7, 1853.—y JAMES H. CLIFT.

D. V. WHITING,

COMMISSIONER OF DEEDS,

Pennsylvania,
Connecticut,
New Hampshire.
Santa Fe, Jan. 1, 1852.—1f

OFFICE OF COM. OF SUB.
ALBUQUERQUE, N. M.
JAN. 14, 1854.

SEALED PROPOSALS will be received at this office till 12 o'clock, M., on Wednesday, the 15th day of March, 1854, for furnishing flour and salt to the United States Troops at the points and in the quantities mentioned as follows:

Near El Paso	150,000 pounds of flour 175 bushels of salt.
At Fort Fillmore	150,000 pounds of flour 175 bushels of salt.
Fort Thorn, Santa Barbara	80,000 pounds of flour 100 bushels of salt.
Peralta	150,000 pounds of flour 175 bushels of salt.
Albuquerque	250,000 pounds of flour 600 bushels of salt.
Fort Union	50,000 pounds of flour

The flour and salt must be of superfine quality, and delivered in strong cotton "drilling" double sacks of 100 pounds each.

Proposals are invited for the whole amount, for that required at several points, or for that required at any particular point.

The contract or contracts to be made for one year, and the faithful fulfillment thereof to be guaranteed by two responsible securities, whose names must be entered in the proposals.

One-fourth of the amount required at each point must be delivered quarterly, commencing on the 1st day of August, 1854.

The principal commissary stationed in New Mexico, will reserve the right of "increasing" or "diminishing" the amount to be delivered at each and every point, "by one third," by giving six months' notice to that effect.

The undersigned reserves the right of rejecting all bids that he considers unreasonable.

ISAAC BOWEN,
Capt. A. C. S.

Jan. 28, 1854—7133

United States District Court for the First Judicial District of the Territory of New Mexico, and county of Santa Fe.

September term A. D. 1853.

Charles H. Merritt

vs
Stephen Oldham and Benjamin J. Thompson, Assumpsit in attachment, surviving partners of the late firm of Flournoy, Oldham & Co.

This day came the said plaintiff by his attorney, and it appearing to the satisfaction of the court that neither of the said defendants are residents of the Territory of New Mexico, but reside beyond the limits thereof, so that the ordinary process of law cannot be executed upon them, it is therefore ordered that they the said defendants enter their appearance hereto on or before the first day of the next term of this court to be begun and held at the court house in the city of Santa Fe, on the third Monday of March A. D. 1854, and plead, answer or demur to plaintiff's petition, or judgment will be rendered against them. It is further ordered that publication be made of this order according to law.

I, Lewis D. Sheets, clerk of the district court for the first judicial district of the Territory of New Mexico, certify that the foregoing is a true copy of the order made in this cause.

In testimony whereof I hereto set my hand and the seal of said court, this 23d day of January, 1854.
L. D. SHEETS, CLK.

NOTICE.

NOTICE is hereby given, that I, John W. Gurn, of the county of Montgomery and State of Missouri, will apply for a duplicate of bounty land warrant No. 39,735, for 100 acres in lieu of original in my name, which has been lost or misplaced, so that I have not received it. Said warrant issued under the act of February 11th, 1847, and directed to me at Santa Fe, New Mexico.
JOHN W. GURN.

Jan. 28 1854.—6133

PROPOSALS FOR CARRYING THE MAILS.

PROPOSALS for carrying the Mails of the United States, from the 1st day of July, 1854, to the 1st day of July, 1855, in the State of California, and in the Territories of Oregon, Utah, and New Mexico, will be received at the Contract Office of the Post Office Department, in the City of Washington, until 9 A. M. of the 3rd April, 1854. (to be decided by the 23d of April, 1854.) on the routes and in the times herein specified, viz:

IN NEW MEXICO.

12900 From Santa Fe, by Albuquerque, Socorro, Doña Ana, Fort Fillmore, Frontiers (Texas), El Paso, San Elizario, Magoffinsville, and Leona, to San Antonio, 910 miles and back, once a month.

Leave Santa Fe on the 1st of each month; Arrive in San Antonio in 25 days.

Leave San Antonio on the 1st of each month; Arrive at Santa Fe in 25 days.

Bids to carry twice a month are invited; also bids to make the trip in 20 days.

12901 From Santa Fe, by La Cañada, to Fernando de Taos, 70 miles and back, twice a month.

Leave Santa Fe on the 1st and 15th of each month, at 8 A. M.;

Arrive at Fernando de Taos by the 3d and 17th at 12 M.

Leave Fernando de Taos on the 12th and 26th of each month at 8 A. M.;

Arrive at Santa Fe by the 14th and 30th at 12 M.

Bids for weekly trips are invited.

12902 From Donnad, by Fort Belknap, to Gainesville in Texas, and back, once in two weeks.

Bidders to state distance and schedule of arrivals and departures.

Bids for weekly trips are invited.

FORM FOR A BID.

Where no change from advertisement is contemplated by the bidder.

"I (or we, as the case may be) (here write the name or names in full) of (here state the residence or residences) hereby propose to carry the mail on route No. —, from — to —, as often as the Postmaster General's advertisement for proposals for the same, dated October 13, 1853, requires, in the time stated in the schedules contained in said advertisement, and by the following

mode of conveyance, to wit: [here state how it is to be conveyed,] for the annual sum of [here write out the sum in words at full length.]
Dated: [Signed.]

Form of a Guaranty.

The undersigned undertake that, if the foregoing bid for carrying the mail on route No. — be accepted by the Postmaster General, the bidder shall, prior to the 1st day of July next, enter into the required obligation to perform the service proposed, with good and sufficient sureties.
Dated [Signed by two guarantors.]

Form of Certificate.

The undersigned (postmaster, judge, or a clerk of a court of record, as the case may be) certifies that he is well acquainted with the above guarantors and their property, and that they are men of property and able to make good their guaranty.
Dated [Signed.]

INSTRUCTIONS.

Embracing conditions to be incorporated in the contracts to be entered into by the Department may deem proper.

1. Seven minutes are allowed to each intermediate office, when not otherwise specified, for assuring the mails.

2. On routes where the mode of conveyance admits of it, the special agents of the Department, also post office blanks, mail bags, locks and keys, are to be conveyed without extra charge.

3. No pay will be made for trips not performed; and for each of such omissions not satisfactorily explained three times the pay of the trip may be deducted. For arrivals so far behind time as to break connexion with departing mails, and not sufficiently excused, one-fourth of the compensation for the trip is subject to forfeiture. Deduction may also be ordered for a grade of performance inferior to that specified in the contract. For repeated delinquencies of the kind herein specified enlarged penalties, proportioned to the nature thereof and the importance of the mail, may be made.

4. For leaving behind or throwing off the mails or any portion of them for the admission of passengers, or for being concerned in setting up or running an express conveying commercial intelligence ahead of the mail, a quarter's pay may be deducted.

5. Fines will be imposed unless the delinquency be promptly and satisfactorily explained by certificates of postmasters or the affidavits of other credible persons, for failing to arrive in contract time; for neglecting to take the mail from, or delivering it into a post office; for suffering it (either owing to the unsuitableness of the place or manner of carrying it) to be injured, destroyed, robbed or lost; and for refusing, after demand, to enclose the mail as frequently as the contractor runs or is concerned in running a coach or steamboat on a route.

6. The Postmaster general may suspend the contract for repeated failures to run agreeably to contract; for disobeying the post office laws, or the instructions of the Department; for refusing to discharge a carrier when required by the Department to do so; for assigning the contract without the assent of the Postmaster General; for running an express as aforesaid; or for transporting persons or packages conveying mail matter out of the mail.

7. The Postmaster general may order an increase of service on a route by allowing therefor a pro rata increase on the contract pay. He may also order an increase of pay for the additional stock or carriers if any. The contractor may, however, in the case of increase of speed, relinquish the contract by giving prompt notice to the Department that he prefers doing so to carrying the order into effect. The Postmaster General may also curtail or discontinue the service at pro rata decrease of pay, if he allow one month's extra compensation on the amount deposited with, whenever in his opinion the public interests do not require the same, or in case he desires to supersede it by a different grade of transportation. He may also change the times of arrival and departure (provided he does not curtail the running time) without increasing the pay.

8. Payments will be made for the service through drafts on postmasters, or otherwise after the expiration of each quarter—say in February, May, August and November.

9. The distances are given according to the best information; but no increased pay will be allowed should they be greater than advertised, if the points to be supplied be correctly stated.

10. The Postmaster General is prohibited by law from knowingly making a contract for the transportation of the mails with any person who shall have entered into, or proposed to enter into any combination to prevent the making of any bid for a mail contract, by any other person or persons, or who shall have made any agreement, or shall have given or performed, or promised to give or perform any consideration whatever, or to do or not to do any thing whatever, in order to induce any other person or persons not to bid for a mail contract. Particular attention is called to the 25th section of the act of 1839, prohibiting combinations to prevent bidding.

11. A bid received after time, viz. 9 A. M. of the 3d April 1854, or without the guaranty required by law, or that combines several routes in one sum of compensation, cannot be considered in competition with a regular proposal reasonable in amount.

12. A bidder may offer, where the transportation called for by the advertisement is difficult or impracticable at certain seasons, to substitute an inferior mode of conveyance, or to intermit service a specified number of days, weeks or months. He may propose to omit an inaccessible office, or one not on the stage or railroad, or at a steamboat landing, as the case may be; or he may offer to substitute an inferior mode of supply in such cases. He may propose different times of arrival and departure, provided no more running time is asked, and no mail connexion prejudiced. He may ask additional running time for the trip during a specified number of days in seasons of very bad roads; but beyond these changes a proposal for service differing from that called for by the advertisement will not be considered in competition with a regular bid reasonable in amount. Where a bid contains any such alterations, their disadvantages will be estimated in comparing it with other proposals.

13. There should be but one route bid for in a proposal.

14. The route, the service, the yearly pay, the name and residence of the bidder; and those of each member of a firm, where a company offers, should be distinctly stated, also the mode of conveyance if a higher mode than horseback be intended.

15. The bid should be sent under seal, addressed to the second assistant Postmaster General, superintending Mail proposals in the State of —. It should be guaranteed and the sufficiency of the guarantors certified (see forms) and should be dispatched in time to be received by or before 9 A. M. of the 3d April 1854.

16. The contracts are to be executed and re-

turned to the Department by or before the 1st of July 1854.

17. Under the act of March 3, 1845, the routes are to be let to the lowest bidder tendering sufficient guaranties, without other reference to the mode of transportation than may be necessary for the due celerity, certainty and security of such transportation. When the lowest bid proposes a mode of conveyance inadequate to the due celerity, certainty and security of the mails, it will not be accepted.

18. When the bid does not specify a mode of conveyance, also when it proposes to carry "according to the advertisement," but without such specification, it will be considered as a proposal for horseback service.

19. Since the passage of the act of March 3, 1845, a new description of bid has been received. It does not specify a mode of conveyance, but engages to take the entire mail each trip with celerity, certainty and security, using the terms of the law. These bids are styled, from the manner in which they are designated on the books of the Department, "star bids." The experience of the Department enables it to lay down the following rules, viz:

When the mail on the route is not so large as to require two-horse coach conveyance, a star bid, if the lowest, will always be preferred to the specific bid.

When the mails are of such size and weight as to render it necessary, in reference to them alone, to provide two-horse coach conveyance, the specific bid, though the highest, for coach service, if adjudged to be entirely sufficient for the route, will be preferred to the star bid, in case the difference is not such as to interfere with the policy of the law of 1845, which looks to a reduction in the cost of transportation. Exceptions, however, may be allowed where the star bid is made by the owner of the stock now used on the route in the performance of coach service.

On routes of the highest class, where four-horse coach or steamboat transportation is required by the size and importance of the mails, and the specific bid is adjudged sufficient for the route, the preference for the specific bid will be, if necessary, carried to a greater extent of difference than on the inferior coach routes.

20. A modification of a bid, in any of its essential terms, is tantamount to a new bid, and cannot be received, so as to interfere with regular competition, after the last hour set for receiving bids.

21. Postmasters are to be careful not to certify the sufficiency of guarantors or sureties without knowing that they are persons of sufficient responsibility; and all bidders, guarantors and sureties are distinctly notified that on a failure to enter into or to perform the contracts for the service proposed for in the accepted bids, their legal liabilities will be enforced against them.

22. The contractors will be substantially in the forms heretofore used in this Department, except in the respects particularly mentioned in these instructions; and on steamboat routes the contractors will be required to deliver the mails into the post offices at the ends of the routes and into all the immediate post offices.

23. Present contractors and persons known at the Department must, equally without others, procure guarantors and certificates of their sufficiency substantially in the forms above prescribed. The certificates of sufficiency must be signed by a post master, or a judge, or clerk of a court of record.

JAMES CAMPBELL,
Post Master General.

POST OFFICE DEPARTMENT, OCTOBER 13, 1853.
oct15—w12w

NEBRASKA HOUSE,

INDEPENDENCE, MISSOURI.

BY

B. W. TODD.

I have removed from the "Noland House," to the "Nebraska House," in Independence, Missouri. The Nebraska House is a large new building, and has recently been much improved by alterations and additions. Having taken this house for a term of years, I intend to make every effort to promote the convenience and comfort of travellers. The patronage of my friends and the travelling public is respectfully solicited.
B. W. TODD.
January 1st 1854—1v.

From the New York Herald.

The Vera Cruz and Mexico Railroad.

His Excellency the President of the Republic has issued the following decree:

Antonio Lopez de Santa Anna, benemerito, general of division, grand cross of the royal and distinguished order of Carlos III. of Spain, and president of the Mexican republic, to all to whom these presents come, know all men that, according to the powers conferred upon him by the nation, he decrees as follows:

Article 1. To Don Juan Laurie Richards is conceded the exclusive right to construct and carry out a railroad from Vera Cruz to Mexico, passing by Puebla.

Art. 2. The route from Vera Cruz to Puebla shall be through lands recognized as most convenient, and the route from Puebla to Mexico will be by the plains of Apan.

Art. 3. The grounds needed for the construction of the road, for the officers' dwellings, or workshops wanted for the building and conduct of the said road, shall be furnished the directors free of all cost, and in perpetual possession, seeing the great advantages which must re-

sult to the present owners of such lands because of their neighborhood to the railway.

Art. 4. The materials for the road, whether natural or foreign productions, all goods, etc., which may be necessary for the use and service of the agents, employees, and laborers, as well as all kinds of carriages, cars and other vehicles for transport, all machines, tools, houses, offices, dwellings, stations, coal, animals and their harness necessary, shall be free of all duty, taxation, contribution or impost now existing, or hereafter to exist, of whatever class or denomination.

Art. 5. The government will assure to the company its properties and its foreign employees the protection which existing treaties guarantee to such foreigners, as well for their persons as for their property and interests.

Art. 6. All Mexican employees, operatives, and laborers, shall be exempt from military service during the time of their engagement with the said company.

Art. 7. The Señor Juan Richards engages to form and constitute the said company within eight months from the granting of this privilege, and will officially advise the Mexican plenipotentiary in London of the formation and installation of said company, its statutes and its regulations, for publication in the Mexican republic.

Art. 8. The company's headquarters will be in London, and one-fourth of the shares shall be reserved, during one year for the inhabitants of the Mexican republic who may desire to purchase, and a subscription book for this purpose shall be opened in Mexico.

Art. 9. So soon as the company shall be formed, numerous engineers shall proceed to survey the lands which shall be found most favorable to the course which the railway shall pursue, and when the survey shall have been made wholly or in part, the plans shall be submitted to the supreme government, and permission obtained, the work shall be begun. In case of any unforeseen obstacle which shall render the construction of a railway impossible, at one or more points, the company shall construct a carriage road to communicate with the separated points of the railway, and this circumstance shall be considered as of absolute necessity, and shall in no way furnish a motive for the withdrawal of this grant.

Art. 10. As soon as the official notice of the formation of this company is received in Mexico, skillful persons shall be chosen, one by the government and one by the company, to value that part of the road which is now built, its cars, houses, offices, utensils, and whatever else belongs to it. Should these persons disagree, they shall choose a third, whose decision shall be definitive and obligatory upon all contracting parties. At the conclusion of this valuation, the road, its carriages, offices, and appurtenances shall be given to the company in perpetual possession, at a rent of six per cent. upon the valuation of the property.

Art. 11. Before the railway is finished and opened to the public, the company shall advise with the supreme government as to the rate of charges for passengers, freight and baggage.

Art. 12. It is further agreed and covenanted that this grant shall extend itself, on the same conditions, to any branch or branches which the company may see fit to establish, subject to the approbation of the supreme government.

Art. 13. Once finished, the road from Vera Cruz to Mexico, and the branches named in the last article, together with all their appurtenances, shall be considered as the company's property in perpetuum.

Art. 14. The transport of the mails by the railway, or its branches, shall be the subject of a separate contract or contracts when the proper time arrives.

Art. 15. In return for these concess-