officers of the old board and the arrival of those of the new, after preparation was required before they could proceed to discharge their duties; but it appears that there was a sufficient amount of work staked out by the engineers of the former board, and remaining unfinished, to have kept the contractors employed during this time, so that they suffered no inconvenience or loss on that account.

These remarks do not apply to the 16 sections which have been declared abandoned. The commissioners directed that no new work should be staked out on these sections until the inquiry, which was being made respecting them, and which has resulted in their being declared abandoned, should have been completed.

The second charge is "That the superintendents have oppressively delayed paying *us* the money on former estimates long after they had drawn it from the state treasury, and in many instances still refused, as they allege, under orders from the canal commissioners." There was but one instance brought to the notice of the committee, of the superintendent having refused to pay an estimate, and the circumstances connected with that case goes in a great measure to justify, or at least to palliate his conduct. The contractors were largely indebted to the laborers who had done the work, and gave a power of attorney to another person to draw the amount of the estimates. When he presented it to the superintendent many of these laborers were present, beseeching him not to pay over the money; that the contractor had absented himself to avoid paying them, and that if he did pay it without the contractor being present, they would be cheated out of their hard earnings, for which they toiled for months, and themselves and families beggars. The superintendent perhaps had no legal authority to refuse payment, but the circumstances were certainly calculated to arouse a generous sympathy for the poor laborer, and as it is the only instance adduced in support of this charge, the committee do not think that his conduct in this particular ought to be reprehended inasmuch as the payment was not withheld from a desire to injure the contractor but to prevent injustice from being done to the poor and needy laborers.

Some delay was occasioned in the payment of the estimates, by the re-measurement of the work which was required by the resolution of the board above referred to, and which was necessary to be certified to the superintendent, before they could know how much was due the contractors, but as soon as the re-measurement was made, and it was completed as speedily as possible, the amount which was due the contractors was paid over in every instance where a demand was made, except upon the sections which had been abandoned and which will be noticed more particularly hereafter.

"The third charge is [illegible] printed on a fine double dium sheet, and new type; and every attention be- [illegible] her its mechanically execution [illegible] and, the acts of the [illegible] superintendent and engineers, assume the right to nullify their contracts and measurement of work done and measure and reduce the amount due contractors in a false, fraudulent and ruinous degree, with the intention, in many instances, avowed to ruin the contractors who were friendly to Mr. Ritner to drive them off the line."

The evidence shows a considerable difference on many sections, between the estimates made by the engineers of the former board and those of the present, but measurements on a majority of the sections where this difference exists, were made by the same persons who made the re-measurement and who acted as sub-assistant engineers, under the former board of commissioners, and have been continued in the same capacity by the present board, so that there is not the slightest ground for the allegation that this reduction was made wilfully and for the purpose of defrauding the contractors. The engineers who made the re-measurement of the work, acted under the solemn sanctity of an oath to perform their duty faithfully and impartially agreeably to the act of assembly, which was not the case under the former board, none of them having been sworn, although the act had been passed some time previous to the appointment. Men of moral integrity and probity may undoubtedly feel themselves under as binding obligation to perform their duties honestly and impartially without as with the sanction of an oath, but it is certainly unfair and unreasonable to presume, that men who are disposed to act honestly and faithfully when not under oath, would act dishonestly and fraudulently when they are under this additional obligation, and thus superadd the crime of perjury to a breach of moral integrity. Several engineers who made both the measurement for the last estimate under the former, and the remeasurement under the new, swear that errors had been made by them in several sections in some items of the work which were afterwards corrected in the re-measurements, and that it some times happened, that some items were estimated too much, others too little and that these errors were not discovered until a re-measurement was made, or until the measurement for the final estimate to the amount of the former monthly estimates to ascertain the whole amount of work done, they make an accurate measurement of it, assisted by the original profile of the work as such notes as have been taken during its progress and it frequently happens that some items of the work are shown by this final measurement to have been estimated at more than the amount of these items of work done, and frequently the reverse; but all errors are thus corrected, and substantial justice done to the contractor. So that no injustice will be done to the contractors on those sections where the difference in the estimates occurs, but but upon the final estimate they will be paid for the whole amount of work done according to the final measurement, which can be rendered certain and accurate by the application of the well established principles of geometrical survey.

There is not the least particle of evidence that he engineers were actuated in making the re-measurements, by personal or political prejudices, but they all swear that they made the re-measurements with particular care and accuracy, without making any distinction between the contractors on account of their politics; and it appears that a majority of them, particularly those who made the measurements most complained of, belong to the same political party with the complainants. It is further shown by the testimony, that the principal engineer gave directions to his assistants to be particularly careful and accurate in making the re-measurement, and never intimated to them that they should make any distinction on account of the conntractors' politics. One witness proved that V. E. Piolett, the Superintendent upon the Tioga line of the North Branch division of the canal, said in a conversation the day after his appointment that he would drive the anti-masons from the line; but several witness swear that about the time he entered upon the discharge of his office, he declared that he intended to perform his official duties impartially and without regard to the politics of the contractors, so that his declarations are about fairly balanced, if they should weigh any thing in the determination of this question. The Superintendent has nothing to do with making the measurements or estimates; it is his business to make contracts and receive and disburse the money due to the contractors upon the line, upon a certificate or estimate of the amount due, given by the principal engineer. Whatever declarations Mr. Piolett may have made in casual conversation, about the time of his appointment, there is no evidence that he has ever made any distinction on account of the politics of the contractor, or acted improperly in his office.

A report made to the House, by the board of canal commissioners, in relation to those contracts upon the Tunkhannock line of the North Branch division, which had been rescinded or declared abandoned by the board, was referred to this committee and is annexed as part of the evidence. The report states very fully and clearly the grounds upon which the commissioners have acted. The commissioners say that from the report of the officers upon the Tunkhannock line it conclusively appears "to the board, that on the 24th day of October last, a notice was published in the bo- [illegible] rough of Wilke- [illegible] de- [illegible] str a copy [illegible]

"Canal Office Tunkhannock,
"October 16, 1838.

LETTING.

"CANAL [illegible] Tunhannock.

"Section 132, on the Tunkhannock line "of the Pennsylvania canal, and all other "abandoned sections on said line, will be "re-let at Tunkhannock, on Wednesday, "the 7th day of November next. Specifications of the work may be seen at the canal office, in Tunkhannock, on the day "of letting. E. HARDING, Jr. Supt."

"That on the said said seventh day of November, sections 65.67.98, 108, 110, 111, 112, 113, 114, 132, 133, 147, 149, 155, 159 and a 171, on the said Tunhannock line, were re-let under the foregoing notice. That none of said sections were specified in the notice published, except No. 132, and that no notice of their abandonment, or that they were to be re-let was ever published in any form whatever until late in the day on which they were to be allotted. That all of said sections were relet to the very identical persons who had abandoned them, and who had upon the same large forces of hands employed, who were neither discharged nor stopped in their operations for a single day, insomuch, that from the operations on the jobs themselves or from any public notice which had been given, the citizens of this commonwealth had no reason to suppose that said contracts either had been or would be abandoned and re-let, until the very hour when bids for them were to be received."

The testimony taken corroborates this statement, except that the section was not in every instance re-lect to the same contractor, but in some instances to his partner, he not being known as the contracter, although interested. It is shown that sixteen sections were re-let at the enormous advance of $103,336 18 above the prices bidden for them by men equally responsible as those to whom the work was re-allotted, and that three sections on the same line were abandoned and re-let without any legal notice whatever, at an aggregate advance above former contract prices of $18,033 45. The circumstances connected with this re-allotment of work, afford strong presumptive evidence of fraud, and this is further confirmed by the testimony of Mr. Harris, the principal engineer upon the division, under the former board, who says that the prices on many of the sections which were re-let, are too high. The act of Assembly of the 22d of April, 1832, requires that "in "all cases where a contract on the canal or "rail-road shall be abandoned, it shall be "the duty of the superintendent or acting "canal commissioners, to give at least two "weeks public notice of re-letting the "same."

In these cases but one section was advertised to be re-let, and eighteen others were re-allotted, of which notice had not been given previous to day of letting, and not until the afternoon of that day, and upon which the hands never quit work. This was a a manifest violation of the act of Assembly, and the board of canal commissioners having no authority to enter into such contracts, nor indeed into any contract that would be obligatory on the commonwealth, except in the manner prescribed by law, did no more than was imperiously demanded by the stern dictates of duty in rescinding the resolution of the former board, approving those illegal and unauthorized agreements. They were void from the beginning, having been entered into inviolation of law, and the public agents, had they been so disposed, had not the power to render them binding upon the commonwealth, unless by the sufferance of her citizens the subject had been permitted to pass without investigation. The facts as alleged by the present board of canal commissioners, in their report to the House of Representatives, on the 22d of May, and referred to this committee, as before remarked, were fully corroborated by the testimony, and the only defence attempted to be set up by the petitioners, was, that similar lettings had been held by former boards of canal commissioners, and that in the course pursued at Tunkhannock, they followed former precedents. Your committee did not entertain the opinion that if such a precedent had been proven, it could in any degree justify so palpable a violation of the plain provisions of the law; but, nevertheless, permitted the petitioners to give evidence of former customs, which, if established, might in some measure go to excuse the late board and their agents, and repel the intimation of fraud, although it would not justify their conduct.—In this, however, the petitioners utterly failed; they showed that former canal commissioners and superintendents, after stating in their public notice fully and amply all the work that was known to be for re-letting, inserted the provision under which the letting at Tunkhannock is pretended to be justified, viz: "together with all other work that may previously be abandoned;" but they did not produce the allotments, nor did they show that they did not correspond in every important particular with the work advertised. While they quoted the notice, they did not refer to the allotments made in pursuance of such notice. Without proof that such allotments were made, the notices prove absolutely nothing. The late superintendent of the West Branch division, who served in that capacity from June, 1832, to April, 1835, and who is now a member of the board of canal commissioners, produced before your committee all the notices of lettings and re-letting ever held by him, together with every allotment of work made [illegible] ers, in pursuan[illegible] every instan[illegible] those notices. In every corresp[illegible]e, the work allotted was found to [illegible] pond precisely with the work advertised, with one or two exceptions, and in those instances a large quantity of work had been advertised, and the jobs let which did not appear in the printed notice, did not exceed two or three in number, were of a trifling and unimportant character, and were never allotted to the same contractor that had abandoned them. So far as that division of the public works and that officer is concerned no such precedent was established; and having examined the subject carefully, the committee are satisfied that no such custom can be proven. The petitioners did not attempt to show that any other member of the present board had recognized such custom.

Your committe, in fine, after having strictly investigated this portion of the duty assigned them, do not hesitate to concur fully and entirely with the present board of canal commissioners in the course they have adopted relative to the abandoned sections on the North Branch, believing it to have been required by the positive injunctions of the law, as well as by a just regard to the rights and interests of the commonwealth.

The committee, therefore, recommend the adoption of the following resolution:

Resolved—That the committee be discharged from the further consideration of the subject.

The case of the commonwealth vs. Austine Boileau, a Militia Captain, who was charged with committing an assault and battery upon Benjamin Tomlinson, a member of his company, by striking him with his sword on his head at Bastleton in May last at a training of the company, was brought to a close on Wednesday evening last. The court met at 9 o'clock in the morning when S. J. Henderson, Esq. commenced his address to the jury in behalf of the Commonwealth. He was followed by Colonels Pleasanton and R. M. Lee for the defendant, Mr. Attorney General Burton summed up for the Commonwealth. After the charge from Judge Bouvier, which was distinguised by its clearness and impartiality, the jury returned a verdict of Guilty, without leaving the box. Upwards of thirty witnesses were examined in the course of the trial of the cause.—*Inquirer.*

The citizens of Columbus, Geo., have hold a meeting to take into consideration such measures as will have a tendency to abolish the prevalent and injurious custom of electioneering, treating, &c.

A good example worthy of being followed.

VARIOUS MATTERS.

A Queer Case is now undergoing examination before Alderman McMicheal, of Spring Garden. It is nothing more nor less than the investigation of a marriage ceremony, which is alledged to be illegal on the one hand, and legal on the other.—The facts, as we understand them, are the following: In April last, Mr. Scott, Benjamin Hutchinson, Esq., and another gentleman, whose name we have not yet ascertained, were perambulating the streets of Kensington. When in the neighborhood of Mr. Scott's house, he politely requested them to walk in and take *something*, a very significant word, and one which, no doubt was correctedly interpreted by the gentlemen. In they went, and the Alderman seeing a young lady seated in the room, asked Scott if that was his wife.—"No," was the reply, but accompanying it was an intimation that there was a young lady up stairs who had "found grace in the eyes" of Mr. Scott, and with whom he would not object to contract matrimony.—The lady was called, Mr. S. took her by the hand, and the Alderman, robed in his official dignity, duly pronounced the marriage ceremony. The unconscious bride, however, did not say "Yes," that *awful*, aye, that *fatal* word, acknowledging the correctness of the matrimonial rule of arithmetic, which adds one to one, and yet makes but one. The Alderman, however, nothing loath, attributed this omission to those causes to which all Alderman would attribute it. first, to his *presence*; second, to his dignified manner and magisterical looks, and thirdly, to modesty, as it is generally supposed that all *girls* are apt to be modest when appearing under similar circumstances. Suffice it to say, were married, yes, and married to the Alderman's satisfaction, too. After having performed his duty, he wended his way homeward, and the next day issued certificates for the parties to the utter astonishment of the bride, who had considered the matter as a joke, and had never dreamed of making pretentions to the title of wife. Inquiries were instituted, and the lady was informed that she was *actually and legally married*. The *fee* for performing the ceremony we understand, was *unmorceau de bœuf*, which translated into pure English means a piece of *beef!*

The case now pending before Alderman McMicheal, charges the parties with conspiracy. It came up on Monday last, and was then continued until Friday next, at 4 o'clock. F. Brewster, Esq., acts as one of the counsel, and Alderman Hutchinson intends to act as his own attorney, and will we understand, make his remarks in the case on next Friday. The *wedded* parties were both single previous to this transaction.

Public Ledger.

NOT SO BAD.

During last week, an individual who had been confined in this Co. jail for some time for various offences, the last of which was for an attempt to break jail, made his escape in the following cunning manner. For some days previous to the time he made his escape, he had been in the habit of laying himself upon his bed in the same position, about the time he expected the sheriff to lock his door. On the evening of his escape he had prepared, by stuffing a suit of his clothes with straw, a *paddy*, and a face smile of his own form, which he placed in his bed; representing him, in the position he had practised for the time we have mentioned, with a newspaper over its face, &c.—quite *natural*. The convict then repaired to the yard, with a rope he had made of his blanket, and secreted himself. When the hour for locking up had arrived, in the evening, the Sheriff proceeded to perform his duty—looked into the appartment—mistook the paddy for the prisoner, and locked it up securely for the night. Every thing passed off quietly until morning, when it was too late to find that the prisoner had, with the aid of his rope, escaped over the wall, leaving the innocent *paddy* to serve out the sentence of the law.

Delaware county jail is now without a prisoner, save the paddy alluded to above.

Upland Union.

Singular.—A gentleman just returned from over the Lake, states that one of his friends, while hunting, had the misfortune to catch a severe cold, which settled in his face, and prevented his shaving for several days. As a remedy for the cold some tea was prepared, made from the leaves & seeds combined of the "Morus Multicaulis"—the gentleman awoke next morning with a mulberry on every hair of his beard—several worms among his whiskers and a silk night cap which the rascals had made during the night. The gentleman has been offered $300 to stand in his neighbor's yard as a "mulberry grower." The offer has not been accepted; he says, he intends staying at home to make silk, and give mulberry parties to the young girls in the summer.—If he really does commence the silk business, we'll send him a gallon of Monongahela to assist him in *reeling*.—*N. O. Times.*

Another Mormon War Brewing.—The Mormon band in Illinois are quarrelling with the old settlers, and called on Gov. Carlin to put down the latter. The Gov. sent some companies of militia, but the citizens were an overmatch, and a retreat was sounded. We wait with anxiety for further particulars. It is probable a brush will ensue, and the Mormons be driven out.

THE SILK BUSINESS.

In a conversation with a gentleman of our village on this subject, he informed us that an acquaintance of his had recently been to Mansfield township, Conn., with a view to procure the services of a young woman skilled in the managing of the Silk business, but had not been able to employ one. They were all either busy at home, or had gone South to give that region the benefit of the knowledge they had acquired, at compensations of $20 to $30 per month; with their travelling expenses paid! In the township in question, the business has been carried on since the Revolution, and almost every family is engaged in it in a domestic way, thus finding a profitable mode of keeping employed its supernumerary members, young and old. The venerable Matthew Carey and other individuals distinguished for their benevolence, have been labouring for years to place female labor on a better footing, with very partial success. The fact mentioned above seems to us to go far to prove that the silk business is likely to do great things towards bringing about a result so desirable. We are pleased to see the business making rapid progress in our village and neighborhood, and doubt not it will be every way benifisial to the community. We shall give more particulars as to its history, when we have become better acquainted with its details, of which we now feel constrained to confess our ignorance.—*Belvidere N. J. Apollo.*

REMARKABLE ESCAPE.

The following acccount of a wonderful escape is copied from the St. Joseph (Florida) Times. "If it is a lie we are prettily fixed."

On the passage of the Alexander, from New Orleans to New York, a young lad about fourteen years, from a naturally frolicksome and mischievous disposition, became so troublesome in his pranks that it was threatened by the Captain if they were continued, that he would confine him in a water cask. Our youngster took no heed however at his next offence was put in the cask, which was headed up, leaving a large bung hole for the admission of air. That night the ship encountered a violent storm & in a sudden lurch the cask containing the boy, rolled over into the sea. The circumstance was not noticed by those on board. Fortunately the cask struck bung up, and floated about thirty hours when it was thrown upon the Beach at Cape St. Blas. Here the boy made desperate efforts to extricate himself from his prison without success, and in despair gave up to die. Some cows however strolling on the beach, were attracted to the cask, and in walking around it, one of the number it being fly time, switched her tail into the bung hole, which the lad [illegible]ped with a desperate resolution. The cow bellowed and set off for life, and after running some two hundred yards with the cask struck it against a log on the beach and knocked it as we say, into a cock'd hat. The boy thus providentially released was discovered by some fishermen on the point and taken into Apalachicola, where a small collection being made for him, he was enabled to proceed north by way of Columbus.

I have the reading of it every week."—It now frequently occurs when persons are asked if they will subscribe for a newspaper, or if they reply, 'No, but my neighbor B. takes it; and I have the reading of it every week.' Such often add, that they like the paper, and sometimes say they consider it "the best paper they know of." They are benefitted every week by the toils perplexities and expenditures of those who receive nothing from them in return.

The family of Mr. Kean, of West Salem township, in this county, were poisoned on Monday last, by drinking a tea made of meadow saffron, under the apprehension of its being spikenard. The family consisted of seven persons—immediately after drinking the tea they were affected with dizziness in the head, and severe pains in the stomach. A physician was immediately sent for, but, before any medical aid could be given, Mrs. Kean, expired, a few hours after she was taken sick. We understand the rest are recovering.—*Western Press.*

The Governor's health is much improved within the last week. We understand he intends leaving town on Thursday or Friday, for his late residence in Huntingdon, and should his health not be re-established, that he will visit the Bedford Springs before he returns to Harrisburg. His present illness has been occasioned by intense application to official business; and the consequent omission of accustomed exercise.—The best effects may, therefore, be expected from his contemplated tour.—*Keystone.*

We are requested to state that the Election Law and the law regulating county officers, passed by the late legislature, will be published in pamphlet form by the Secretary of the Commonwealth, and in the course of the coming week, sent, by mail, to the several counties in the State.—*ib.*

CANAL COMMISSIONERS.

On Monday the board adjourned to meet here again in September. Mr. Clarke has gone to the west, to see that all is right upon the public works in that quarter. Mr. Hubley devotes his attention to the eastern sections, and Mr. Packer, attends to the Susquehanna division and the branches.—*ibid.*