The New Orleans Bee.

NEW ORLEANS DAILY BEE

DUPOUR & LIMET, PUBLISHERS.
No. 70 Chartres street.

TERMS OF THE BEE.
Terms of Subscription—Daily, per annum, in advance, $10; half-yearly, $6; quarterly, $3. Single copies of the paper—Single copies, 10 cents.
The Weekly edition is published every Tuesday and Friday morning, at $5 per annum, invariably in advance.
Rates of Advertising—Transient advertisements, during the run of the paper, first insertion, $1 per square; each subsequent insertion, 75 cents per square.
Regular Bi-Monthly Page, permanent advertisements, each insertion, $1 per square.
A Advertisements inserted at intervals to be charged as a new, each insertion.
Regular Monthly Page, monthly advertisements, each square, $3 per month.
Regular advertisers, who advertise largely, shall be allowed such discount from the above named transient rates as may be agreed upon. In no case shall such discount exceed 25 per cent.
All Business Notices of Advertisements to be charged 20 cents net per line, each insertion.
All transient advertisements must be paid for in advance.
All advertisements not marked for any number of insertions will be published six times.
All bills with regular advertisers shall be rendered monthly.

Weekly Edition.
TERMS—PER YEAR.....$5.

NEW ORLEANS:
WEDNESDAY MORNING, APRIL 26, 1871

OFFICE 73 CHARTRES STREET. NEW ORLEANS, WEDNESDAY MORNING, APRIL 26, 1871. Fifth YEAR—Vol. XLIV.—Whole—15,353.

THE BENEFIT FOR SUFFERING FRENCH ARTISTS.—We trust none of our readers will forget the performance which is to be given at noon to-day, at the Academy of Music, by Miss Thompson and her associates for the benefit of artists in Paris, suffering by the war. Of the entertainment which is to be given, we have already spoken in the terms of commendation which it merits. A very popular comedetta, "To Oblige Benson," and "Ixion" are both on the bills. We only deem it necessary to repeat that "Ixion" is the burlesque in which the celebrated troupe first appeared in New York, where it was so greatly relished that it was played one hundred and fifty nights, successively. We feel assured the public will not be less liberal than Miss Thompson and her troupe, who render their services gratuitously, or the managers of the Academy, who give the use of the house free, have been. No class, perhaps, have suffered more severely from the German invasion and the civil war at Paris, than the artists of that great city, and none are more deserving of consideration. Generous and thoughtful in prosperity themselves to the unfortunate, it is due to them and especially from New Orleans, that they shall have the gratification in their adversity of substantial assurance that their virtues are not ignored.

THE DRAINAGE SCHEME.

Mayor Flanders last night addressed to his colleagues in the City Council the following message refusing his assent to the ordinance adopted by them at their meeting a week ago in obedience to the act of the Legislature providing for the drainage of the city of New Orleans, and the construction of a protection levee to shut out the waters of the river and lake. The reasons assigned by the Mayor for withholding his approval are of the most convincing character. He makes an unanswerable argument against the measure. That his colleagues in the Council have refused to reverse their action, is no evidence that they are in the right and the Mayor in the wrong. Their action is easily accounted for:

MAYORALTY OF NEW ORLEANS,
April 25, 1871.

To the City Council of New Orleans:

GENTLEMEN:—The Mississippi and Mexican Gulf Ship Canal Company procured an enactment by the late Legislature directing the construction of a system of drainage canals and protection levees in New Orleans and Carrollton, and giving the work exclusively to that company, at the fixed price of one dollar per cubic yard for excavation and embankment, to be paid by the city of New Orleans. The act allows the city only fifty days from the passage of the law to plan and locate the canals, under penalty of none against the city for delay, and in favor of the company for a delinquency in this or any other respect; and allows the company all the advantages secured only by persons, and contract legislative contracts, and make their own terms therein. The link mitigating this contract was hardly that they were ready to begin to work. The subject was promptly brought before the City Council by the Administrator of Public Accounts, who gave to the members of the Council, and as expressing the views of a few well considered written remarks said:

The bill requires of us impossibilities. It entails a work of magnitude far beyond our resources. We have not the means pumping and drainage required of us to enable the company to keep at work. We tax that would be required. The future power to tax for municipal purposes is limited to two per cent. except upon a vote of the people, and of that two per cent more than one per cent is required to pay our interest. It will require some time to investigate what will be the total of greatly needed, and we are unprepared to give legislative requirement. Had the Legislature required us to cause these things to be done, and placed in our hands adequate powers and resources to meet the expense, I would not question the validity or expediency of the bill. The company have the machinery and could enter upon the work sooner and push it more effectually perhaps than any other company or contractor. But to do this, in my opinion, make it legal or constitutional that the Legislature should require the city of New Orleans to contract for the work with the Mexican Gulf Ship Canal Company alone. There is a still more glaring injustice. The act not only tells us with whom we shall contract, but fixes the price. Illegal upon that portion of the bill as beyond all doubt unconstitutional. We are required to pay fifty cents per cubic yard for excavation, and fifty cents for embankment, or one dollar per yard for removing the earth from the ditches into the banks. The suddenness of the notice and the shortness of the time allowed require us to be prompt; the law requires us to ascertain the liability of the city for one foot of the work to be the city's liability for enormous and unknown amounts. We should known first the total required of us by our first step. I Resolved, That the Mayor notify the company officially, and on the part of the Council, that we do not recognize the constitutionality or validity of the statute in question, especially so far as it attempts to fix a price for the city of New Orleans to pay for a purely business and unofficial service, or limits our rights to contract freely and voluntarily with such party at such price as may be to the best advantage of the city, etc.

The views of the Administrator of Public Accounts were heartily concurred in, and the resolution unanimously adopted by the Council as then constituted (Mr. Cockrem not having yet taken his seat at the board). The Mayor immediately communicated the resolution to the Mississippi and Mexican Gulf Ship Canal Company.

At the next meeting of the Council, and a full board present, an ordinance was introduced, which passed its first and second reading, providing for putting the company immediately at work in accordance with the act of the Legislature, and at the next meeting—for—the—first meeting of the Council, a substitute to the same in original ordinance, and it passed the Council.

This ordinance is the occasion of the present communication. It is entitled "an ordinance to provide for the more efficient drainage of the city of New Orleans and its environs, and clear protection from inundation."

Now, let us examine it. In the preamble the Council declares and adheres to the original position, that the statute is invalid and unconstitutional in fixing the price and designating the party to do the work. The point is expressed as follows:

"Whereas, The Council of the city deems certain portions of said bill to put in question the right of the city to the proper control of the drainage system, and its right voluntarily to contract for the work and agree upon a price for the same, and does not recognize the validity or constitutionality of the said act in certain of its parts, yet it is deemed proper," etc.

And the third section reads:

"Be it further ordained, etc., That the city expressly declares and notifies the Mississippi and Mexican Gulf Ship Canal Company that it does not waive its right freely to contract for the work of excavating the canals and erecting the levees required with the said company or to the best advantage of the city, and that the directing or allowing the said said work and delay is not to be considered as implying that it is to be done by performance and consolidation, or otherwise than during the pleasure of the Council."

And the last section ordains:

"That the city expressly reserves the right as any time hereafter to contest a law, or otherwise the constitutionality or validity of the act, or any portion thereof, and notifies the Mississippi and Mexican Gulf Ship Canal Company accordingly."

Now, if the compulsory contract with the Mississippi and Mexican Gulf Ship Canal Company be invalid and unconstitutional, and the Council has from first to last—in the ordinance and out of the ordinance—emphatically and unanimously declared it to be so, and it is eliminated from the act, as it may and should be, there is nothing of the act left. The compulsory contract is the object and end, the very soul of the whole thing, which the company sought to save by drafting and procuring the passage of the act. The contract, however, is not all the mischief the act contains, for it stipulates the drainage commission and the drainage fund without any advantage therefore to the company or the city, but even if the Court of Claims the contract, as will be shown presently.

Having thus asserted its independence and its right freely and voluntarily to contract with any party it pleases on the best terms and at the lowest price it can obtain, the Council proceeds, after the rest of the ordinance were clearly and solely a matter of choice, to set the company to work upon the terms and at the price, $1 cubic, one dollar per cubic yard, as specified in the act and thus, in the words of the Administrator of Public Accounts, "to concede the liability of the city for enormous and unknown amounts." It commits the city to works "far beyond present exigencies," and "far beyond the present resources for payment;" much of which work would be of doubtful expediency at any time or under any circumstances. It provides for the payment of the work at a price four times as high as the same kind of work cost the drainage commissioners; three times as high as the estimate of the City Surveyor, and nearly twice the price at which parties of the highest credit and responsibility have voluntarily proposed to do the work.

Permit me to urge the Council carefully to reconsider the ordinance and reverse their action thereon. By persisting in this measure you will voluntarily give away more than a million of dollars to a company which, although it has a nominal capital of four million dollars, has not a dime of stock paid in, and when financial and mechanical ability to do the work has been derived exclusively from a previous grant from the State. For myself, having just a few days ago publicly and with alacrity given notice, by order of the Council, to that company that we did not consider the city obliged to give them one dollar a yard for the work if we could get it done for less. I feel extreme reluctance to sign a ordinance which, although it is a very popular comedetta. "To Oblige Benson," and "Ixion" are both on the bills. We only deem it necessary to repeat that "Ixion" is the burlesque in which the celebrated troupe first appeared in New York, where it was so greatly relished that it was played one hundred and fifty nights, successively. We feel assured the public will not be less liberal than Miss Thompson and her troupe, who render their services gratuitously, or the managers of the Academy, who give the use of the house free, have been. No class, perhaps, have suffered more severely from the German invasion and the civil war at Paris, than the artists of that great city, and none are more deserving of consideration. Generous and thoughtful in prosperity themselves to the unfortunate, it is due to them and especially from New Orleans, that they shall have the gratification in their adversity of substantial assurance that their virtues are not ignored.

THE DRAINAGE SCHEME.

Mayor Flanders last night addressed to his colleagues in the City Council the following message refusing his assent to the ordinance adopted by them at their meeting a week ago in obedience to the act of the Legislature providing for the drainage of the city of New Orleans, and the construction of a protection levee to shut out the waters of the river and lake. The reasons assigned by the Mayor for withholding his approval are of the most convincing character. He makes an unanswerable argument against the measure. That his colleagues in the Council have refused to reverse their action, is no evidence that they are in the right and the Mayor in the wrong. Their action is easily accounted for:

MAYORALTY OF NEW ORLEANS,
April 25, 1871.

To the City Council of New Orleans:

GENTLEMEN:—The Mississippi and Mexican Gulf Ship Canal Company procured an enactment by the late Legislature directing the construction of a system of drainage canals and protection levees in New Orleans and Carrollton, and giving the work exclusively to that company, at the fixed price of one dollar per cubic yard for excavation and embankment, to be paid by the city of New Orleans. The act allows the city only fifty days from the passage of the law to plan and locate the canals, under penalty of none against the city for delay, and in favor of the company for a delinquency in this or any other respect; and allows the company all the advantages secured only by persons, and contract legislative contracts, and make their own terms therein. The link mitigating this contract was hardly that they were ready to begin to work. The subject was promptly brought before the City Council by the Administrator of Public Accounts, who gave to the members of the Council, and as expressing the views of a few well considered written remarks said:

The bill requires of us impossibilities. It entails a work of magnitude far beyond our resources. We have not the means pumping and drainage required of us to enable the company to keep at work. We tax that would be required. The future power to tax for municipal purposes is limited to two per cent. except upon a vote of the people, and of that two per cent more than one per cent is required to pay our interest. It will require some time to investigate what will be the total of greatly needed, and we are unprepared to give legislative requirement. Had the Legislature required us to cause these things to be done, and placed in our hands adequate powers and resources to meet the expense, I would not question the validity or expediency of the bill. The company have the machinery and could enter upon the work sooner and push it more effectually perhaps than any other company or contractor. But to do this, in my opinion, make it legal or constitutional that the Legislature should require the city of New Orleans to contract for the work with the Mexican Gulf Ship Canal Company alone. There is a still more glaring injustice. The act not only tells us with whom we shall contract, but fixes the price. Illegal upon that portion of the bill as beyond all doubt unconstitutional. We are required to pay fifty cents per cubic yard for excavation, and fifty cents for embankment, or one dollar per yard for removing the earth from the ditches into the banks. The suddenness of the notice and the shortness of the time allowed require us to be prompt; the law requires us to ascertain the liability of the city for one foot of the work to be the city's liability for enormous and unknown amounts. We should known first the total required of us by our first step. I Resolved, That the Mayor notify the company officially, and on the part of the Council, that we do not recognize the constitutionality or validity of the statute in question, especially so far as it attempts to fix a price for the city of New Orleans to pay for a purely business and unofficial service, or limits our rights to contract freely and voluntarily with such party at such price as may be to the best advantage of the city, etc.

The views of the Administrator of Public Accounts were heartily concurred in, and the resolution unanimously adopted by the Council as then constituted (Mr. Cockrem not having yet taken his seat at the board). The Mayor immediately communicated the resolution to the Mississippi and Mexican Gulf Ship Canal Company.

At the next meeting of the Council, and a full board present, an ordinance was introduced, which passed its first and second reading, providing for putting the company immediately at work in accordance with the act of the Legislature, and at the next meeting—for—the—first meeting of the Council, a substitute to the same in original ordinance, and it passed the Council.

This ordinance is the occasion of the present communication. It is entitled "an ordinance to provide for the more efficient drainage of the city of New Orleans and its environs, and clear protection from inundation."

Now, let us examine it. In the preamble the Council declares and adheres to the original position, that the statute is invalid and unconstitutional in fixing the price and designating the party to do the work. The point is expressed as follows:

"Whereas, The Council of the city deems certain portions of said bill to put in question the right of the city to the proper control of the drainage system, and its right voluntarily to contract for the work and agree upon a price for the same, and does not recognize the validity or constitutionality of the said act in certain of its parts, yet it is deemed proper," etc.

And the third section reads:

"Be it further ordained, etc., That the city expressly declares and notifies the Mississippi and Mexican Gulf Ship Canal Company that it does not waive its right freely to contract for the work of excavating the canals and erecting the levees required with the said company or to the best advantage of the city, and that the directing or allowing the said said work and delay is not to be considered as implying that it is to be done by performance and consolidation, or otherwise than during the pleasure of the Council."

And the last section ordains:

"That the city expressly reserves the right as any time hereafter to contest a law, or otherwise the constitutionality or validity of the act, or any portion thereof, and notifies the Mississippi and Mexican Gulf Ship Canal Company accordingly."

Now, if the compulsory contract with the Mississippi and Mexican Gulf Ship Canal Company be invalid and unconstitutional, and the Council has from first to last—in the ordinance and out of the ordinance—emphatically and unanimously declared it to be so, and it is eliminated from the act, as it may and should be, there is nothing of the act left. The compulsory contract is the object and end, the very soul of the whole thing, which the company sought to save by drafting and procuring the passage of the act. The contract, however, is not all the mischief the act contains, for it stipulates the drainage commission and the drainage fund without any advantage therefore to the company or the city. Not even if the Court of Claims the contract, as will be shown presently.

Having thus asserted its independence and its right freely and voluntarily to contract with any party it pleases on the best terms and at the lowest price it can obtain, the Council proceeds, after the rest of the ordinance were clearly and solely a matter of choice, to set the company to work upon the terms and at the price, $1 cubic, one dollar per cubic yard, as specified in the act and thus, in the words of the Administrator of Public Accounts, "to concede the liability of the city for enormous and unknown amounts." It commits the city to works "far beyond present exigencies," and "far beyond the present resources for payment;" much of which work would be of doubtful expediency at any time or under any circumstances. It provides for the payment of the work at a price four times as high as the same kind of work cost the drainage commissioners; three times as high as the estimate of the City Surveyor, and nearly twice the price at which parties of the highest credit and responsibility have voluntarily proposed to do the work.

Permit me to urge the Council carefully to reconsider the ordinance and reverse their action thereon. By persisting in this measure you will voluntarily give away more than a million of dollars to a company which, although it has a nominal capital of four million dollars, has not a dime of stock paid in, and when financial and mechanical ability to do the work has been derived exclusively from a previous grant from the State. For myself, having just a few days ago publicly and with alacrity given notice, by order of the Council, to that company that we did not consider the city obliged to give them one dollar a yard for the work if we could get it done for less. I feel extreme reluctance to sign a ordinance which, although it is a nominal

drainage works in Carrollton—at least unless the preservation of the rights of the Council under the contract, to modify it so as to conform to the new system, is previously conceded by the company.

It would render it liable to the extent of fifty thousand dollars a month, which we have either to pay in money or in paper obligations, the former we are unable to do, or add estimated current expenses for the month, our estimated receipts provided for in the budget, and the latter would embarrass the Council and greatly depreciate city obligations.

Because by recognizing this contract the city gives away at least one million dollars of the taxpayers' money to a company whose only capital consists of bonds of the State, issued to them gratuitously, which is not quite one-fourth of the city of New Orleans's nearly one-half their face value.

Because the ordinance is neither an act of the Legislature nor an act to relieve the city of an illegal contract, but a new contract, which, if it be ratified by the Legislature, will be a contract for the murderers who have plunged the city into a sea of debt, and its obligations are being have kept the city in the strait-jacket of the State, and to prevent the city from being able to undertake the drainage provided for in the ordinance. The Mayor objected to the price as extravagant, dollar a yard was charged when the work was either done or could be done at half a dollar. Similar work was done during the years from 1832 to 1865, at 21 cents, at a time, when the price was ranging from 135 to 200. We have not done any work, the whole argument of the Mayor, which was a plea of fraud, and of the Mayor, which was a plea of fraud.

Mr. Shaw replied again, occupying considerable time. In answer to the Mayor's charge that he had expressed the opinion that the law was invalid and unconstitutional, he said it was his custom to examine both sides of every question that came before him, and he had met the objections to this law he had suggested that it was unconstitutional, but upon examining had satisfied himself it was not, and that the measure was beneficial to the city.

Mr. Walton spoke against the ordinance and read a remonstrance against the ordinance from a large number of taxpayers. He said it was the city could manfully and honestly pay the amount of the tax, and that the Legislature had the right of levies under a contract between the State and the Mississippi and Mexican Gulf Ship Canal Company, will be a flagrant violation of the clearest constitutional right. Nor is it believed that any part of the unpaid assessments can be collected from the owners of the land, and if this apprehension is well founded the whole of this enormous expenditure will then fall on the city of New Orleans.

The power of the Legislature to establish a different system of drainage to that laid down in these acts of 1858 and 1859 is not questioned; but it is alleged that the fund raised under the act of 1858 can be constitutionally placed to the credit of the Mississippi and Mexican Gulf Ship Canal Company. According to the plain and ordinary meaning, confirmed by the judgment of the Supreme Court, the act of 1858 is twenty-eight cents per cubic yard; the act of the Legislature now in question allows fifty cents per cubic yard, almost double the value, and fifty cents for embankments, which also are to be paid for out of the drainage fund.

It is true that political corporations are the creatures of the legislative power of the State; yet, when established, the State has no power to enter into contracts for them, whether by act of the Legislature or otherwise; and although the Council, under consideration seems to protest against the assumption of this power, it is clear that if this ordinance goes into operation no question can ever be raised as to the constitutionality or validity of the act, so far as the city of New Orleans is concerned. The protest of the Council in the form of a declaration that the Council reserves the right at any time hereafter to contest at law or otherwise the constitutionality of the act, is of no value whatever. The company is not required to agree to it as a condition precedent, and the city, having acknowledged the contract by setting the company to work according to the terms of the law, will, of necessity, have been put in for the whole contract without any reservation whatever; and I have never known or heard of any contractor with the city who would voluntarily abate one jot or title of his contract, or any damages, or who would not claim of the city excessive damages, should it desire to modify or abandon work which were found to be unnecessary or inexpedient.

I repeat that in the face of the facts adduced and the evidence presented, a persistence in this ordinance will be a voluntary and unnecessary payment to the Mississippi and Mexican Gulf Ship Canal Company of at least one million of dollars which can be saved to the taxpayers.

Your ordinance is the injustice of this act of the Legislature, which gave drainage works to be carried on "in New Orleans and Carrollton." In the ordinance the phrase is, "New Orleans and environs," the change of phraseology is calculated to mislead, and cause one to overlook the important fact that the city of New Orleans alone is made responsible and liable for the payment of the canals and levees constructed in New Orleans, but also for those constructed in Carrollton, and with out the right or power of reclamation being anywhere given to New Orleans in the act.

The plea of urgent and immediate necessity, urged in the act, is not supported by facts. Assuming, however, that the immediate necessity for entering on this work does exist, this company is not the only one able to commence operations at once. Any other contractors, with adequate financial resources, could get work inside of thirty days.

The cost of the canals and protection levees is the price as fixed in the act is estimated in a report by the City Surveyor, made in compliance with a call from the Council, at two millions of dollars, and the price at which, according to his experience, it can be done, allowing a fair margin to the contractor for profits, is from twenty-five cents to thirty cents per cubic yard, or in amount about one-third that required to be paid to the Mississippi and Mexican Gulf Ship Canal Company for the work. An official statement of the cost of the canals, about ten miles in aggregate length, excavated by the drainage commissioners, gives an average of a little more than twenty-eight cents per cubic yard. One of them, the Claiborne canal, three and a half miles in length, twenty feet wide and eight feet deep, the other ten feet wide and eight the most difficult work, a dredge through the city, filled with swamp in the rear of Kenner, cost only twenty-eight and oyster yard, including every expense, at the cost of the dredge, $1 per cubic yard, dredgeboats, and the cost of repairs, the work was less than thirty cents per cubic yard. I have verified this statement by a careful examination of the books of the Board of Drainage Commissioners.

This certificate and the report of the City Surveyor are hereunto appended, as well as the proposal of the New Orleans Dredging Company, which I have submitted to the Council to publish, in connection with this message, the elaborate and exhaustive opinion of the City Attorney, Council, which we trust the Council will examine into the constitutionality of this bill.

To reconsiderable, my objections to the ordinance are these:

The act of the Legislature on which it is based is unconstitutional, and held to be so by the Council; it is so announced by the City Attorney, who by the charter—not to look them—is the Council's adviser; and it is declared in the ordinance adopted, and it is declared in the act, and thus, in the words of the Administrator of Public Accounts, "to concede the liability of the city for enormous and unknown amounts." It commits the city to works "far beyond present exigencies," and "far beyond the present resources for payment;" much of which work would be of doubtful expediency at any time or under any circumstances. It provides for the payment of the work at a price four times as high as the same kind of work cost the drainage commissioners; three times as high as the estimate of the City Surveyor, and nearly twice the price at which parties of the highest credit and responsibility have voluntarily proposed to do the work.

Permit me to urge the Council carefully to reconsider the ordinance and reverse their action thereon. By persisting in this measure you will voluntarily give away more than a million of dollars to a company which, although it has a nominal capital of four million dollars, has not a dime of stock paid in, and when financial and mechanical ability to do the work has been derived exclusively from a previous grant from the State. For myself, having just a few days ago publicly and with alacrity given notice, by order of the Council, to that company that we did not consider the city obliged to give them one dollar a yard for the work if we could get it done for less. I feel extreme reluctance to sign a ordinance which, although it is a nominal

Amusements This Evening.

ACADEMY OF MUSIC—Miss Lydia Thompson troupe—At noon, for the benefit of the French Artists in Paris, "Ixion or the Man at the Wheel" and "To Oblige Benson."

ST. CHARLES THEATRE—Skiff & Gaylord's New Sensation Albino Minstrels.

CITY INTELLIGENCE.

City Council.—At the regular weekly meeting last evening, a full Board was present, Mayor Flanders presiding.

Mr. Shaw entered into an explanation of the excess of $100,000 paid by the Board of Assessors, over what was paid by previous Councils, and argued that the statutes of the Mayor on the subject were not justifiable. Mr. Shaw contended that the additional labor and the superior talent employed in the departments warranted the additional outlay.

A veto of the Mayor of the ordinance providing for drainage by the Mexican Gulf and Mississippi Canal Company, was read.

The subject was discussed, at length, by Mr. Shaw, who argued in favor of the ordinance, mentioning that it was impossible for the company to evade the legislative act which required to be done, and that drainage and levees were necessary to preserve public health, and secure the city from inundation from the lake. He thought it is one of the most dangerous things to do to contest the law. They have done nothing. They had better make some mistakes than continue to do nothing.

The Mayor estimated the cost at $2,000,000. Mr. Shaw hoped it would be no more. If that was all, the amount would be insignificant compared with the benefit to the city.

The Mayor took the floor to reply. He charged that Mr. Shaw was one of the first who had declared the law to be invalid, and argued that the statutes were invalid and unconstitutional. He said it took from the city the right of saying what the price of the work should be, and what the amount of work should be done. He deprecated such a tax as would be required to pay for this drainage, because the city is not in the condition to pay it. The city is now in debt to its laborers and all its employes for several months. The obligations are being have kept the city in the strait-jacket of the State, and to prevent the city from being able to undertake the drainage provided for in the ordinance. The Mayor objected to the price as extravagant. A dollar a yard was charged when the work was either done or could be done at half a dollar. Similar work was done during the years from 1832 to 1865, at 21 cents, at a time, when the price was ranging from 135 to 200. We have not done any work, the whole argument of the Mayor, which was a plea of fraud, and of the Mayor, which was a plea of fraud.

Mr. Shaw replied again, occupying considerable time. In answer to the Mayor's charge that he had expressed the opinion that the law was invalid and unconstitutional, he said it was his custom to examine both sides of every question that came before him, and he had met the objections to this law he had suggested that it was unconstitutional, but upon examining he had satisfied himself it was not, and that the measure was beneficial to the city.

Mr. Walton spoke against the ordinance and read a remonstrance against the ordinance from a large number of taxpayers. He said it was the city could manfully and honestly pay the amount of the tax, and that the Legislature had the right of levies under a contract between the State and the Mississippi and Mexican Gulf Ship Canal Company, will be a flagrant violation of the clearest constitutional right. Nor is it believed that any part of the unpaid assessments can be collected from the owners of the land, and if this apprehension is well founded the whole of this enormous expenditure will then fall on the city of New Orleans.

The power of the Legislature to establish a different system of drainage to that laid down in these acts of 1858 and 1859 is not questioned; but it is alleged that the fund raised under the act of 1858 can be constitutionally placed to the credit of the Mississippi and Mexican Gulf Ship Canal Company. According to the plain and ordinary meaning, confirmed by the judgment of the Supreme Court, the act of 1858 is twenty-eight cents per cubic yard; the act of the Legislature now in question allows fifty cents per cubic yard, almost double the value, and fifty cents for embankments, which also are to be paid for out of the drainage fund.

It is true that political corporations are the creatures of the legislative power of the State; yet, when established, the State has no power to enter into contracts for them, whether by act of the Legislature or otherwise; and although the Council, under consideration seems to protest against the assumption of this power, it is clear that if this ordinance goes into operation no question can ever be raised as to the constitutionality or validity of the act, so far as the city of New Orleans is concerned. The protest of the Council in the form of a declaration that the Council reserves the right at any time hereafter to contest at law or otherwise the constitutionality of the act, is of no value whatever. The company is not required to agree to it as a condition precedent, and the city, having acknowledged the contract by setting the company to work according to the terms of the law, will, of necessity, have been put in for the whole contract without any reservation whatever; and I have never known or heard of any contractor with the city who would voluntarily abate one jot or title of his contract, or any damages, or who would not claim of the city excessive damages, should it desire to modify or abandon work which were found to be unnecessary or inexpedient.

I repeat that in the face of the facts adduced and the evidence presented, a persistence in this ordinance will be a voluntary and unnecessary payment to the Mississippi and Mexican Gulf Ship Canal Company of at least one million of dollars which can be saved to the taxpayers.

Your ordinance is the injustice of this act of the Legislature, which gave drainage works to be carried on "in New Orleans and Carrollton." In the ordinance the phrase is, "New Orleans and environs," the change of phraseology is calculated to mislead, and cause one to overlook the important fact that the city of New Orleans alone is made responsible and liable for the payment of the canals and levees constructed in New Orleans, but also for those constructed in Carrollton, and without the right or power of reclamation being anywhere given to New Orleans in the act.

The plea of urgent and immediate necessity, urged in the act, is not supported by facts. Assuming, however, that the immediate necessity for entering on this work does exist, this company is not the only one able to commence operations at once. Any other contractors, with adequate financial resources, could get work inside of thirty days.

The cost of the canals and protection levees is the price as fixed in the act is estimated in a report by the City Surveyor, made in compliance with a call from the Council, at two millions of dollars, and the price at which, according to his experience, it can be done, allowing a fair margin to the contractor for profits, is from twenty-five cents to thirty cents per cubic yard, or in amount about one-third that required to be paid to the Mississippi and Mexican Gulf Ship Canal Company for the work. An official statement of the cost of the canals, about ten miles in aggregate length, excavated by the drainage commissioners, gives an average of a little more than twenty-eight cents per cubic yard. One of them, the Claiborne canal, three and a half miles in length, twenty feet wide and eight feet deep, the other ten feet wide and eight the most difficult work, a dredge through the city, filled with swamp in the rear of Kenner, cost only twenty-eight and oyster yard, including every expense, at the cost of the dredge, $1 per cubic yard, dredgeboats, and the cost of repairs, the work was less than thirty cents per cubic yard. I have verified this statement by a careful examination of the books of the Board of Drainage Commissioners.

This certificate and the report of the City Surveyor are hereunto appended, as well as the proposal of the New Orleans Dredging Company, which I have submitted to the Council to publish, in connection with this message, the elaborate and exhaustive opinion of the City Attorney, Council, which we trust the Council will examine into the constitutionality of this bill.

To reconsiderable, my objections to the ordinance are these:

The act of the Legislature on which it is based is unconstitutional, and held to be so by the Council; it is so announced by the City Attorney, who by the charter—not to look them—is the Council's adviser; and it is declared in the ordinance adopted, and it is declared in the act, and thus, in the words of

THE NEW ORLEANS DAILY BEE

DUPOUR & LIMET, PUBLISHERS.
No. 70 Chartres street.

TERMS OF THE BEE.
Terms of Subscription—Daily, per annum, in advance, $10; half-yearly, $6; quarterly, $3.
Single copies of the paper—Single copies, 10 cents.
The Weekly edition is published every Tuesday and Friday morning, at $5 per annum, invariably in advance.
Rates of Advertising—Transient advertisements, during the run of the paper, first insertion, $1 per square; each subsequent insertion, 75 cents per square.
Regular Bi-Monthly Page, permanent advertisements, each insertion, $1 per square.
A Advertisements inserted at intervals to be charged as a new, each insertion.
Regular Monthly Page, monthly advertisements, each square, $3 per month.
Regular advertisers, who advertise largely, shall be allowed such discount from the above named transient rates as may be agreed upon. In no case shall such discount exceed 25 per cent.
All Business Notices of Advertisements to be charged 20 cents net per line, each insertion.
All transient advertisements must be paid for in advance.
All advertisements not marked for any number of insertions will be published six times.
All bills with regular advertisers shall be rendered monthly.

Weekly Edition.
TERMS—PER YEAR.....$5.

NEW ORLEANS:
WEDNESDAY MORNING, APRIL 26, 1871

FROM WASHINGTON.

Washington, April 25.—PROBABILITIES.—It is probable that on Tuesday night the telegraph cable connecting Hamm Tree Island with the Mainland will be cut by the rebel forces of Hospitania, Mayor Flanders presiding.

Mr. Shaw entered into an explanation of the excess of $100,000 paid by the Board of Assessors, over what was paid by previous Councils, and argued that the statutes of the Mayor on the subject were not justifiable. Mr. Shaw contended that the additional labor and the superior talent employed in the departments warranted the additional outlay.

A veto of the Mayor of the ordinance providing for drainage by the Mexican Gulf and Mississippi Canal Company, was read.

The subject was discussed, at length, by Mr. Shaw, who argued in favor of the ordinance, mentioning that it was impossible for the company to evade the legislative act which required to be done, and that drainage and levees were necessary to preserve public health, and secure the city from inundation from the lake. He thought it is one of the most dangerous things to do to contest the law. They have done nothing. They had better make some mistakes than continue to do nothing.

The Mayor estimated the cost at $2,000,000. Mr. Shaw hoped it would be no more. If that was all, the amount would be insignificant compared with the benefit to the city.

The Mayor took the floor to reply. He charged that Mr. Shaw was one of the first who had declared the law to be invalid, and argued that the statutes were invalid and unconstitutional. He said it took from the city the right of saying what the price of the work should be, and what the amount of work should be done. He deprecated such a tax as would be required to pay for this drainage, because the city is not in the condition to pay it. The city is now in debt to its laborers and all its employes for several months. The obligations are being have kept the city in the strait-jacket of the State, and to prevent the city from being able to undertake the drainage provided for in the ordinance. The Mayor objected to the price as extravagant. A dollar a yard was charged when the work was either done or could be done at half a dollar. Similar work was done during the years from 1832 to 1865, at 21 cents, at a time, when the price was ranging from 135 to 200. We have not done any work, the whole argument of the Mayor, which was a plea of fraud, and of the Mayor, which was a plea of fraud.

Mr. Shaw replied again, occupying considerable time. In answer to the Mayor's charge that he had expressed the opinion that the law was invalid and unconstitutional, he said it was his custom to examine both sides of every question that came before him, and he had met the objections to this law he had suggested that it was unconstitutional, but upon examining he had satisfied himself it was not, and that the measure was beneficial to the city.

Mr. Walton spoke against the ordinance and read a remonstrance against the ordinance from a large number of taxpayers. He said it was the city could manfully and honestly pay the amount of the tax, and that the Legislature had the right of levies under a contract between the State and the Mississippi and Mexican Gulf Ship Canal Company, will be a flagrant violation of the clearest constitutional right. Nor is it believed that any part of the unpaid assessments can be collected from the owners of the land, and if this apprehension is well founded the whole of this enormous expenditure will then fall on the city of New Orleans.

The power of the Legislature to establish a different system of drainage to that laid down in these acts of 1858 and 1859 is not questioned; but it is alleged that the fund raised under the act of 1858 can be constitutionally placed to the credit of the Mississippi and Mexican Gulf Ship Canal Company. According to the plain and ordinary meaning, confirmed by the judgment of the Supreme Court, the act of 1858 is twenty-eight cents per cubic yard; the act of the Legislature now in question allows fifty cents per cubic yard, almost double the value, and fifty cents for embankments, which also are to be paid for out of the drainage fund.

It is true that political corporations are the creatures of the legislative power of the State; yet, when established, the State has no power to enter into contracts for them, whether by act of the Legislature or otherwise; and although the Council, under consideration seems to protest against the assumption of this power, it is clear that if this ordinance goes into operation no question can ever be raised as to the constitutionality or validity of the act, so far as the city of New Orleans is concerned. The protest of the Council in the form of a declaration that the Council reserves the right at any time hereafter to contest at law or otherwise the constitutionality of the act, is of no value whatever. The company is not required to agree to it as a condition precedent, and the city, having acknowledged the contract by setting the company to work according to the terms of the law, will, of necessity, have been put in for the whole contract without any reservation whatever; and I have never known or heard of any contractor with the city who would voluntarily abate one jot or title of his contract, or any damages, or who would not claim of the city excessive damages, should it desire to modify or abandon work which were found to be unnecessary or inexpedient.

I repeat that in the face of the facts adduced and the evidence presented, a persistence in this ordinance will be a voluntary and unnecessary payment to the Mississippi and Mexican Gulf Ship Canal Company of at least one million of dollars which can be saved to the taxpayers.

Your ordinance is the injustice of this act of the Legislature, which gave drainage works to be carried on "in New Orleans and Carrollton." In the ordinance the phrase is, "New Orleans and environs," the change of phraseology is calculated to mislead, and cause one to overlook the important fact that the city of New Orleans alone is made responsible and liable for the payment of the canals and levees constructed in New Orleans, but also for those constructed in Carrollton, and without the right or power of reclamation being anywhere given to New Orleans in the act.

The plea of urgent and immediate necessity, urged in the act, is not supported by facts. Assuming, however, that the immediate necessity for entering on this work does exist, this company is not the only one able to commence operations at once. Any other contractors, with adequate financial resources, could get work inside of thirty days.

The cost of the canals and protection levees is the price as fixed in the act is estimated in a report by the City Surveyor, made in compliance with a call from the Council, at two millions of dollars, and the price at which, according to his experience, it can be done, allowing a fair margin to the contractor for profits, is from twenty-five cents to thirty cents per cubic yard, or in amount about one-third that required to be paid to the Mississippi and Mexican Gulf Ship Canal Company for the work. An official statement of the cost of the canals, about ten miles in aggregate length, excavated by the drainage commissioners, gives an average of a little more than twenty-eight cents per cubic yard. One of them, the Claiborne canal, three and a half miles in length, twenty feet wide and eight feet deep, the other ten feet wide and eight the most difficult work, a dredge through the city, filled with swamp in the rear of Kenner, cost only twenty-eight and oyster yard, including every expense, at the cost of the dredge, $1 per cubic yard, dredgeboats, and the cost of repairs, the work was less than thirty cents per cubic yard. I have verified this statement by a careful examination of the books of the Board of Drainage Commissioners.

This certificate and the report of the City Surveyor are hereunto appended, as well as the proposal of the New Orleans Dredging Company, which I have submitted to the Council to publish, in connection with this message, the elaborate and exhaustive opinion of the City Attorney, Council, which we trust the Council will examine into the constitutionality of this bill.

To reconsiderable, my objections to the ordinance are these:

The act of the Legislature on which it is based is unconstitutional, and held to be so by the Council; it is so announced by the City Attorney, who by the charter—not to look them—is the Council's adviser; and it is declared in the ordinance adopted, and it is declared in the act, and thus, in the words of

BY TELEGRAPH.

To the New Orleans Bee.

Summary of the Latest Dispatches.

FOREIGN INTELLIGENCE.

(*Tribune's* Cable.)

Paris, Monday.—A member of the Free Mason's delegation to Thiers for an amnesty, during the interview Thiers admitted it to be his intention to bombard Paris when possessed of all the forts.

Rochefort affirms that the Lyons delegation told him that the Commune would be proclaimed at Lyons as soon as it was known there that Thiers had refused concessions to the Paris Commune.

Fort Valerien fired upon an American flag, mistaking it for a Commune flag.

The *Journal Officiel* says a battalion of the line at Asnieres laid down their arms, meaning to join the Commune.

A number of chasseurs did the same thing, and elsewhere other troops were prevented from doing so.

Paris, April 25.—Picard issued a