

of Mexico and aid you in exposing the duplicity of Woodhouse, I do not hesitate.

Very respectfully, your obedient servant,

F. A. VAN DYKE, JR.

M. ROMERO, Esq.

WASHINGTON, April 20, 1867.

A true copy :

IGNO. MARISCAL, Secretary.

No. 165.

NEW YORK, April 9, 1867.

DEAR SIR: In my letters from your city I have been informed that the differences between yourself and your government, as well, have been harmonized on the subject of the contract existing between Mexico and "the United States, European, and West Virginia Land and Mining Co.," and that you, as Mexican minister, will not throw any obstacles in the way of that company calculated to cause the government of the United States to pause in a favorable consideration of indorsing the Mexican bonds issued under that contract. I was pleased to hear that statement and hope it may prove correct, not only on account of Mexico, but on account of this government as well.

Should this bill be permitted to pass, it will give to Mexico thirty millions of dollars, which I believe she greatly needs, and at the same time give the contracting party the means of going on energetically in the construction of the railways and branches conceded in the contract, the construction of which will add so largely to the commerce of Mexico, that it would be worth a hundred-fold more than all the concessions made by Mexico to this company.

I have exercised my influence for the object of obtaining the passage of the bill, (Messrs. Van Dyke and others have acted with me,) and felt sincerely desirous for its success; and such is the feeling of leading public men in Congress in favor of this measure, that no other bill in aid of Mexico will ever pass Congress so long as this contract remains in existence. I therefore hope, on account of Mexico and all parties interested, as well as I am correctly informed; but having understood that you had, up to the adjournment of Congress, opposed the measure, I await with much anxiety to learn from you personally that you have withdrawn your opposition, being certain as I am that through this bill is the only channel by which your country can obtain the needed aid from the government of the United States.

Awaiting the pleasure of hearing from you, I remain, dear sir, with great respect, your obedient servant,

JOHN W. HULL.

Hon. M. ROMERO, Washington, D. C.

WASHINGTON, April 20, 1867.

A true copy :

IGNO. MARISCAL, Secretary.

No. 166.

WASHINGTON, April 10, 1867.

SIR: In answer to your letter of yesterday, I have to state that there is no foundation in the news you have received about a supposed compromise between the Mexican government and Mr. D. Woodhouse.

For further explanations on this subject I would refer you to Mr. Frederick A. Van Dyke, jr., to whom I wrote yesterday, stating fully my conversation with Judge Barnett, since you say to me that you have been acting in concert with Mr. Van D.

I am, sir, very respectfully, your obedient servant,

M. ROMERO.

JOHN W. HULL, New York City.

WASHINGTON, April 20, 1867.

A true copy :

IGNO. MARISCAL, Secretary.

[From the New York World, March 21, 1867.]

OFFICE OF THE UNITED STATES, EUROPEAN, AND
WEST VIRGINIA LAND AND MINING COMPANY,
New York, March 20.

To the Editor of the World:

In your issues of the 18th and 19th instant appeared telegrams from the Mexican legation at Washington, containing false statements, which have been repeatedly refuted in various ways.

The vindictive insolence of this legation seems to have no bounds. Their false denunciations are put forth with an assurance indicating that the public press belongs to Mexico, and that the people of the United States have no right to be heard. Thief, swindler, and impostor are words in quite common use with them, and after they have hurled them forth, they chuckle and grin like baboons from under the protective cloak of the legation at the enormous effects that succeed. We hope we may be allowed to advise Mr. Romero that diplomatic ridicule, like assassination in this country, reverts upon those who use it.

More than a year ago our company discovered how utterly destitute of reliability was this same Mexican minister, Romero. Our correspondence was accordingly guardedly diplomatic and gentlemanly, while his has been rude, uncouth, and vulgar. Our mildness has been construed into supineness, and he has evidently considered that it was only necessary to raise his foot and stamp and crush out our company forever. His last effort transpired on the 19th instant, and he puts it forth in your paper as if it was the climax of our ruin.

The first contract made by Carvajal, under his instructions, was made with our company. Under the same instructions he subsequently made another contract with Corlies & Co. If his instructions gave him power to make the second, he certainly had power to make the first. His power to contract in the second case having been admitted over and over again down to January, 1867, it cannot be denied in the first. Therefore, the letter of Tejada is a stultification of himself.

As for the letter of Carvajal, it is simply a falsehood, devised to cover his tracks, and get rid of the absurd fraud of having made a second contract, which he made to raise money upon the contingency of the expiration of Juarez's term of office, that he might step in and elect himself President of Mexico. He would have made other contracts and would have gone on making them, *ad infinitum*, if he could have found men with money in hand to pay him, and all such contracts would have been equally as good, or rather equally as worthless, as the second. Romero himself declared at the time that Carvajal had exhausted his powers in making the contract with the company. When, however, Romero subsequently became offended because he could not control our company for his

own purposes, he perfidiously turned round against it. Even after the second contract had expired by limitation, he pretended to renew it. He has recently stated that he had cancelled it on the 4th instant, which he had no more power to do than he had to renew it or make it originally.

The infamy of the slanders and falsehoods of Romero and his legation against our company affords a chapter of national immorality that should put our people on their guard hereafter. When the representatives of Mexico begged us to enter into the contract, the Mexican people had very little left of Mexico beyond the States of Tamaulipas and San Luis Potosi, and when the contract was sent to Mexico it was received with cheers and made the war cry of the liberals.

The expectation was general that our company was coming to Mexico to build railroads, and such was our design. At the termination of our own rebellion thousands of men petitioned our company for positions as laborers and superintendents, and we were preparing to accept and transport them to Mexico.

The French minister was informed of the plan, and under great excitement complained to the district attorney of this city that our company meditated an infringement of the neutrality laws. A most peremptory order was written by Mr. Courtney to the president of the company to appear and report his acts. It was complied with, and our contract was exhibited to him. After reading it carefully his reply was the same as that of the Secretary of State: "I do not see but that your company has the same right to emigrate to Mexico, armed or unarmed, as the French, Austrians, and Belgians have." This information so startled the Frenchman that he arose in his military boots, shrugged his shoulders, and appointed a time to leave Mexico; and, under advice, we suspended the emigrating operations of our company.

All this time Juarez was the supporter of our company, and discounted a million dollars of our acceptances in Mexico for his war purposes. His reported repudiation now comes with such bad grace that the people of this country cannot tolerate it. He may as well be informed that it is our intention to carry out our contract, and while we shall perform the terms and conditions therein assumed by us, we shall hold the Mexican government to the faithful performance of those assumed by it.

By referring to the letter of Romero's secretary of legation, it will be seen that one of the hair-brained mistakes therein asserted is that "Mr. Daniel Woodhouse has addressed a petition to the House of Representatives asking for a guarantee," &c. Mr. W. has not petitioned for a guarantee. He petitions Congress "to take such action as will raise the credit of Mexico as nearly as possible upon an equality with that of the United States." His plan is to have Congress confirm his Mexican bonds, and to issue for them United States credit bonds, on account of the wretched reputation attained in this country by the issue and sale of the Carvajal second-contract bonds. If Mexico, as usual, should not redeem at maturity, the United States would take the sovereignty of fifty millions of acres of domain. By this course, Mexico will have an inducement to keep the peace at home, husband her resources, establish some credit, and build up some sort of a government that will at least be ashamed of repudiation.

Looking critically at the dates of the letters of Tejada and Carvajal, we have reason to suppose that both letters are antedated, or that Tejada has also been engaged in treacherous conduct toward this company that may hereafter be exposed.

There is, after all, some sort of bastard chivalry in the action of these Mexicans, and it is found in the boldness with which they promulgate their falsehoods, exercise their treachery, and repudiate their obligations.

G. MACKAY,

Chief Engineer and Superintendent, 29 Broadway.

[From the New York Herald, March 22, 1867.]

MEXICAN BONDS.—THE CONTRACT BETWEEN THE UNITED STATES, EUROPEAN, AND WEST VIRGINIA LAND AND MINING COMPANY AND THE GOVERNMENT OF MEXICO.

To the Editor of the Herald:

Some time after this contract had been made, and after drafts to the amount of \$3,000,000 had been drawn upon the company and accepted, certain representatives of Mexico, for reasons set forth in my reply to the card of the Mexican legation, and for private reasons of their own, desired to avoid the responsibilities of the Mexican government under the contract. This desire having been formed, the efforts resorted to to accomplish it, briefly stated, were as follows:

1. The contract was pronounced a forgery; this failing,
2. An attempt was made to obtain possession surreptitiously of Romero's certificate and the contract; this also failing,
3. It was announced by the Mexican legation that I had stolen the contract or "forcibly taken it from the custody of a Mexican citizen;" this also failing,
4. It is now announced by the Mexican legation, through the papers of the 19th instant, that General Carvajal, with whom the contract was made, as the governor of the States of Tamaulipas and San Luis Potosi, and as the agent of the republic of Mexico, had exceeded his powers in making it.

This last dodge is on a par with those that have preceded it. In the very commencement of the contract, the powers of Carvajal, the agent of the Mexican government, are specified. The power and authority under which the contract with this company to issue and sell \$50,000,000 of bonds was made has from time to time been recognized and confirmed by the government of Mexico down to January, 1867, by its recognition of the contract with Corlies & Co., made with them by Carvajal for the issue and sale of \$30,000,000 under the same orders, by the acceptance, use, and negotiations of the accepted drafts of this company, and in various other ways.

In conclusion, it is placed beyond controversy that General Carvajal was, by the supreme orders of the Mexican government, of November 8 and 12, 1864, given full and supreme power and authority "to arbitrate and negotiate the ways and means to aid and sustain the Mexican government to contract a loan of such amount as he might think required for such purpose, and to give ample guarantees to accomplish the wishes of the Mexican government." For this end he was invested by his government with the most ample and complete authority, by the orders before mentioned of his government, in pursuance whereof he made the contract with this company, from which his government has already reaped great and lasting benefits, and which contract is destined to place the republic of Mexico upon a firm and lasting foundation, and enable her to declare Mexico a free and independent nation.

DANIEL WOODHOUSE,
President, &c.

Mr. Seward to Mr. Romero.

DEPARTMENT OF STATE,
Washington, May 23, 1867.

SIR: I have the honor to acknowledge the receipt of your communication of the 20th of April last relating to recent publications made by the United States, European, and West Virginia Land and Mining Company.

I avail myself of this occasion to renew the assurances of my high consideration,

WILLIAM H. SEWARD.

Señor Don M. ROMERO, &c., &c., &c.

Mr. Romero to Mr. Seward.

[Extracts.—Translation.]

MEXICAN LEGATION IN THE UNITED STATES OF AMERICA,
Washington, June 4, 1867.

MR. SECRETARY: The conduct of one of the commissioners which the government of Mexico sent to the United States during the recent war with France, to raise means, has given place to many and very varied complications, which sooner or later will be brought to the knowledge of the North American government.

For this reason I deem it my duty, as well to protect the interests of my country as to shelter my own reputation from attacks that may be made upon it, on account of the part which I have taken in the acts to which I will refer, to report succinctly to your department what has taken place in reference to that commission, endeavoring to sustain my assertions by official documents, which in many cases place them beyond all doubt.

In my opinion these considerations are the more powerful, inasmuch as the complications arising from the said commission are of such a nature that they are difficult of explanation, and, perhaps, unintelligible to any other than one who, like me, has taken an active part in the events that caused them.

The same motives that determined the government of Mexico to commission General Carvajal, in November, 1864, to accept the military services of a certain number of foreigners and to procure the necessary means to arm them, and to purchase arms and munitions for the Mexican army—motives which I had the honor to communicate to you in the note which I addressed to you on the 20th of April last—induced it previously to commission General Gaspar Ochoa for the same purpose, on the Pacific coast, as General Carvajal was commissioned for on the Atlantic coast.

In the summer of 1865, General Sanchez Ochoa was at Mazatlan. His patriotic conduct against the foreign invader gave him the confidence of the government. In his association with American citizens residing in Mazatlan, he was told that if the government of Mexico would issue bonds redeemable by the custom-house revenues of Mexico, on the Pacific, they could be sold in San Francisco. In October of that same year General Sanchez Ochoa returned to Chihuahua, where he reported the conversations, and in consequence of them the government of Mexico authorized him, on the 29th day of the same October, (No. 2,) to arrange the terms for the negotiation of a loan and to submit them to the said government for its determination.

On the 31st of December of the same year, and in consequence of new manifestations which he made in regard to the possibility of obtaining resources abroad, new and more ample powers were conferred upon him to negotiate a loan for four millions of dollars, to be invested in the purchase of vessels and other objects, (No. 3.) In February, 1865, General Gaspar Sanchez Ochoa having requested that those powers might be given to him in separate papers, to be used separately, the Mexican government acceded to his request on the 1st of March following, sending him six communications, (Nos. 4, 5, 6, 7, 8 and 10,) including more particular instructions for his guidance:

- 1st. To negotiate a loan for ten millions of dollars, (\$10,000,000.)
- 2d. To purchase with the proceeds of the loan from one to three iron-clads, and from one to three other steamers for the service of Mexico, he having the right to command them or appoint commanders for them.
- 3d. To purchase sixty thousand rifles and a proportionate number of caunons, cavalry arms, and munitions of war.
- 4th. To accept the military service of foreigners for Mexico, organize them, and name their officers.

Provided with these powers General Sanchez Ochoa went to San Francisco,

where he had Mexican bonds for ten millions of dollars printed in the terms to be seen in the enclosed copy of one of them, (No. 124.)

Mr. Samuel Brannan, of that city, furnished the money needed to prepare the bonds, and to pay some other expenses incurred by General Sanchez Ochoa, to the amount of thirty thousand dollars in gold. Mr. Brannan was to act as agent of the Mexican government for the sale of the bonds. General Sanchez Ochoa concluded contracts for this and other purposes with Mr. Brannan, (Nos. 35, 36, 119, 120, 121, 122, and 123.) He also made contracts with Mr. Richard Chenery, of San Francisco, for the purchase of steamers and supplies, (Nos. 106 and 107,) and with some other persons.

The bonds were put into market, and, as might have been expected, did not sell. Persons interested in them then proposed to General Sanchez Ochoa to take them to New York, thinking they might accomplish in that city what they could not do in San Francisco. General Ochoa took the advice and went to New York about the last of October, 1865, arriving there just at the time the house of Messrs. John W. Corlies & Co., of that city, was ready to issue the bonds signed by General Carvajal by virtue of his contract of the eleventh of September previous.

The arrival of General Sanchez Ochoa in New York for the purpose of selling his bonds, greatly alarmed General Carvajal and the Messrs. John W. Corlies & Co.; for, in fact, it was plain that if they could not be sold in San Francisco with the special inducements for merchants trading on the Pacific coast of Mexico, it was hardly probable they could be sold in New York, where there was no such advantage. Moreover, the mere fact of Mexican bonds of different kinds issued without unity of plan, on different terms, at different prices, and failing to sell in a place for which they were intended, being put into the market at the same time, was enough to prevent the sale of either, even presuming there were no other circumstances to prevent their sale. On the other hand, in the contract that General Carvajal made with Corlies & Co., there was a clause binding the government of Mexico to issue no other bonds, by means of other agents, while General Carvajal's negotiations were pending, which would be some months.

At General Carvajal's urgent solicitation I went to New York on the 1st of November, 1865, for that and other affairs of public interest, (No. 26.) I saw General Ochoa on the 3d, and on the 5th and 6th Generals Ochoa, Carvajal and I had two consultations. In them I merely said I thought General Ochoa's bonds ought not to be put in the market for the reasons above stated, to which that general immediately assented, (No. 27.) At that time I had no information from the Mexican government in relation to the powers granted to General Ochoa, and how he was to use them, and all I knew about the business was obtained from the newspapers and hearsay and from the general's conversations with me. My advice was for him to wait the result of General Carvajal's bonds, as they were better suited to the New York market; and if they did not sell, the others surely could not; but if they did, the proceeds of their sale would furnish money to attend to the duties of his commission. General Ochoa assented to this without any persuasion.

On the 20th November I returned to Washington, and on the 22d General Ochoa came also. On the 25th I received the first communication from the Mexican government in regard to the affair, dated the 14th of October previous, (No. 1,) with copies of the different powers given to General Sanchez Ochoa, and the instructions given to him at the same time, directing him to have a unity of plan for the aid of Mexico, when in New York, to effect which the President ordered that General Sanchez Ochoa's commission should be submitted to me, and he should not act without my consent; and that I might delay it or abrogate it entirely. Mr. Lerdo de Tejada, minister of foreign relations of the Mexican republic, sent me a letter containing instructions for General Sanchez Ochoa, which were delivered to him by me at my house on the 25th.

I got a notice from New York on that same day, perfectly reliable, that General Sanchez Ochoa had pledged ten millions of the bonds to Mr. Brannan as security for the thirty thousand dollars in gold advanced, allowing him to sell them at public auction to the highest bidder if the debt was not paid within three months, which were about to expire, as the rate of one and a half per cent. a month, with only a notification of ten days to the Mexican government that the sale would take place. The nature of that information was so alarming that I thought proper to ask an explanation from General Ochoa, who said there was no danger of the sale being made. I recommended him, however, to return to New York to see Mr. Brannan's agent there, and try to prevent the sale of the bonds, and on the 27th he went back to New York, (No. 28.)

Wishing to become better acquainted with the nature of the arrangements made in San Francisco by General Ochoa, and alarmed by further information about the pledge of the bonds, I asked an explanation in writing of General Ochoa on the 29th November, (No. 31,) requesting him "to give me a written account of all he had done in discharge of his commission, and what he proposed doing; send me the originals or copies of the documents relating to it, particularly the agreement with Mr. Brannan, of San Francisco, for the advance of thirty thousand dollars." General Sanchez Ochoa replied on the 1st December, (No. 32,) saying that Mr. Frederick G. Fitch would bring me the original contracts. Mr. Fitch came the next day and read to me several of the papers and powers granted by General Ochoa. One of them contained exactly what had been communicated to me about the mortgage and sale of the bonds. At the same time I had reliable information that Mr. Brannan intended to sell the bonds. I then told General Ochoa to do all he could to prevent it, and wishing to keep copies of the documents for the archives of the legation, and to send to my government I requested him to send me copies of them on the 3d, (No. 33.)

General Sanchez Ochoa did not hurry to send me the copies I had asked. He only wrote me private letters, assuring me his agent, Mr. Chenery, was about to raise one hundred thousand dollars for him in New York, with which he intended to satisfy Mr. Brannan's debt. Although I had no idea that sum could be raised, I wrote to General Sanchez Ochoa to send the papers to me for approval as soon as the arrangements should be made, in accordance with instructions from my government.

From what I have so far said in this letter, and from the documents accompanying it, in my judgment the indubitable result is contained in the following conclusions:

1st. That all the arrangements made by General Sanchez Ochoa were declared null by the government of Mexico because he exceeded the limits of his authority as contained in his instructions when he made them.

2d. That General Sanchez Ochoa received a sum of money from Mr. Samuel Brannan, of San Francisco, who showed no intention to carry out his contracts with the general, though they were not valid, that the government of Mexico assumed the payment of that sum without acknowledging the validity of the contract, and a part of the debt has been already paid.

3d. That, as there was some irregularity in the issue of those bonds, the government of Mexico has ordered them to be cancelled as fast as they come into its possession.

7th. That the mortgage is also null, which, it is said, General Sanchez Ochoa wished to make of \$500,000 in bonds to Mr. Mark Brannagin as representative of Messrs. Treadwell & Co., of San Francisco.

I am sure that the difficulties and complications which the commission intrusted to General Sanchez Ochoa has caused will prove a useful lesson in future to the Mexican government, and will ultimately redound to the benefit of the republic.

Entreating you to pardon the precious time I have taken from you in the perusal of this long note, though its importance ought to be a sufficient excuse for its length, I am rejoiced to profit by this felicitous occasion to renew to you the assurances of my distinguished consideration.

M. ROMERO.

HON. WILLIAM H. SEWARD, &c., &c., &c.

[Translation—Extracts.]

MEXICAN LEGATION IN THE UNITED STATES OF AMERICA.

Index of documents sent by the Mexican legation in Washington to the Department of State of the United States, with the note of this date, in regard to arrangements made by General John C. Frémont with Don Gaspar Sanchez Ochoa.

No.	Date.	Contents.
		CORRESPONDENCE OF THE DEPARTMENT OF FOREIGN RELATIONS OF THE MEXICAN REPUBLIC.
1	1865. Oct. 14	Mr. Lerdo de Tejada to Mr. Romero. Transmits a communication of the same date addressed to General Sanchez Ochoa, furnishing him with the President's decision that he must have Mr. Romero's approbation in the discharge of the duties of the commission that has been intrusted to him, and that such approbation is an indispensable requisite for the validity of his acts. (No. 346.)
2	1864. Oct. 29	Mr. Lerdo de Tejada to General Sanchez Ochoa. Authorizes him to arrange the terms of a loan, accepting one or more vessels as part of it.
3	Dec. 31	Same to same. Communicates to him the authorization of the President to negotiate a loan of \$4,000,000, to be invested in the purchase of vessels, arms, transports, and pay for the foreigners enlisted in the service of Mexico.
4	1865. March 1	Same to same. Communicates to him the President's authorization to negotiate a loan of \$10,000,000.
5	March 1	Same to same. Authorizes him to purchase from one to three iron-clads, and from one to three other steamers for the service of Mexico.
6	March 1	Same to same. Authorizes him to take upon himself the command of the vessels purchased, or appoint others to command them.
7	March 1	Same to same. Authorizes him to purchase sixty thousand rifles, a proportionate number of cannons, cavalry arms, and munitions of war.
8	March 1	Same to same. Authorizes him to accept the military services of foreigners for Mexico, to organize them, and name their chiefs.
9	1864. Aug. 11	Decree in regard to the acceptance of the service of foreigners.
10	1865. March 1	Same to same. Instructs him to hand over the balance of the loan to the government of Mexico, and to give an account of whatever he has done in execution of his commission.
11	Aug. 19	Same to same. Communicates to him the President's authorization to settle the difficulties about General Placido Vega's commission.
12	Aug. 19	Private instructions on the same subject.
13	1866. Jan. 16	Mr. Lerdo de Tejada to Mr. Romero. Tells him that the government of Mexico, on hearing of General Sanchez Ochoa's arrangement with Mr. Brannan, rescinds his commission, keeping only the title of commissioner, at Mr. Romero's will, for unfinished business. (No. 9.)
14	Jan. 16	Same to same. Mr. Romero is authorized to redeem the bonds that General Ochoa pledged to Mr. Brannan in San Francisco. (No. 10.)
15	Jan. 23	Same to same. Transmits a communication addressed to General Sanchez Ochoa, on the 20th of January.