THE

PAST, PRESENT AND FUTURE

OF THE

CITY OF CAIRO,

IN

NORTH AMERICA:

WITH

REPORTS, ESTIMATES AND STATISTICS.

BY A COMMITTEE OF THE SHAREHOLDERS,
SEPTEMBER 29, 1858.

PORTLAND:
PRINTED BY BROWN THURSTON.
1858.
<table>
<thead>
<tr>
<th>CONTENTS.</th>
<th>Page.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report of the Executive Committee,</td>
<td>5</td>
</tr>
<tr>
<td>Report of the Sub-Committee,</td>
<td>8</td>
</tr>
<tr>
<td>Conferences at New York with the President of the Illinois Central Railroad Company,</td>
<td>6</td>
</tr>
<tr>
<td>History and Geographical Position of Cairo, with its Commercial Advantages,</td>
<td>11</td>
</tr>
<tr>
<td>Original Cost, and Probable Worth of Shares in the Cairo City Property,</td>
<td>18</td>
</tr>
<tr>
<td>Present Condition of Cairo,</td>
<td>20</td>
</tr>
<tr>
<td>Wants of Cairo,</td>
<td>33</td>
</tr>
<tr>
<td>Course of Action to be Recommended, for Securing a Steady and Prosperous Growth to the City, with Corresponding Advantage to the Shareholders, the Land Proprietors, and the People of Cairo,</td>
<td>38</td>
</tr>
<tr>
<td>Correspondence with the Springfield Proprietors,</td>
<td>43</td>
</tr>
<tr>
<td>Correspondence with the President of the Illinois Central Railroad Company,</td>
<td>53</td>
</tr>
<tr>
<td>Report from the General Agent,</td>
<td>58-59</td>
</tr>
<tr>
<td>Declaration of Trust,</td>
<td>66</td>
</tr>
<tr>
<td>Agreements with the Illinois Central Railroad Company, 85-91</td>
<td></td>
</tr>
<tr>
<td>Balance Sheet, Sept. 29, 1858,</td>
<td>84</td>
</tr>
<tr>
<td>Minutes of Meeting, July 15, 1858,</td>
<td>95</td>
</tr>
<tr>
<td>Minutes of Annual Meeting, Sept. 29, 1858,</td>
<td>98</td>
</tr>
<tr>
<td>Results—Meeting of Oct. 21, 1858,</td>
<td>102</td>
</tr>
</tbody>
</table>
REPORT
OF THE
EXECUTIVE AND SUB-COMMITTEES OF THE C. C. P.,
AT
Philadelphia, Sept. 29, 1858.

To the Shareholders of the Cairo City Property,

GENTLEMEN:

The Executive Committee, consisting of Messrs. Harvey Baldwin of Syracuse, N. Y., Charles Macalister and Josiah Randall of Philadelphia, Pa., Luther C. Clark of New York City, Lyman Nichols of Boston, Mass., and John Neal of Portland, Me., chosen under two resolutions, at a meeting of the Shareholders, held on the fifteenth day of July last, at the office of the CAIRO CITY PROPERTY in Philadelphia, respectfully Report:

That your committee, with the exception of Mr. Nichols, came together on the 22nd of July last, in the city of New York, and there held two conferences with William H. Osborn, Esquire, President of the Illinois Central Railroad Company.

That, during these conferences, all questions arising under the agreements between the Trustees of the Cairo City Property, and the Ill. Central R. R. Co., bearing date respectively June 11th, 1851, and May 31st, 1855, were fully and freely discussed; but especially those growing out of the late overflow and the insufficient embankments, thrown
up for the protection of Cairo by that company, until the permanent levees should be completed, according to the stipulations contained in the above mentioned agreements.

Your Committee urged the necessity of an immediate restoration and strengthening of the portions which had been carried away, or weakened, or lowered, by the late flood of June 12th; and called the attention of the President to the liabilities of the Railroad Company under those agreements, and to the remonstrances of the General Agent, S. S. Taylor, and the Trustees, year after year, upon the subject; and they have the pleasure of adding that their claims were acknowledged, and their suggestions dealt with fairly: the President pledging himself that immediate measures should be taken for a thorough restoration and repair of the embankments referred to, and for enlarging and strengthening the levees, all which may be seen by the documents and papers herewith submitted, and marked A, and by the correspondence annexed, between the Trustees of the Cairo City Property, through whom your committee deemed it proper to act, and the President of the Ill. Central Railroad Company.

These letters and answers bear date on the 13th, 15th and 22nd of July last. But your Committee would call your attention to an earlier letter on the same subject from Mr. S. Staats Taylor, dated Oct. 13, 1857, and marked B, showing the seasonable, and as it now appears, well-grounded apprehensions of your Agent at Cairo.

During the interview with Mr. Osborn, which grew out of the foregoing correspondence, your committee suggested, in addition to the repairs, and general strengthening of the embankments, damaged and weakened, or wholly carried away, by the late flood of June 12th, that they should be raised two feet higher than the grade, before settling; and that they should be twenty feet wide on the top, with a slope on each side of one foot perpendicular, to five or even four feet horizontal, giving a base of from one hundred, to one hundred and twenty feet, as recommended in the letter
of July 22nd, from Mr. S. Staats Taylor to Charles Davis, Esquire, Trustee, hereunto annexed, and marked C.

By the two agreements above mentioned, it was provided that the levees in question should be "of a sufficient height to exclude the waters of the Rivers at the highest stages then known"—May 31st, 1855; "and not less than sixty feet in width upon the top, and eighty feet against the lots of all purchasers; that cross levees or embankments should be made of adequate height and width, crossing from the levee or embankment on the Mississippi to that on the Ohio; and that the levee upon the Ohio, should be completed to low water mark," which was fixed by the Engineers of both parties, and a monument set up accordingly, at a point forty-two feet below the grade line of the levees.

The President agreed with your Committee in these views, which were offered in a liberal spirit of accommodation, for present purposes, that no delay might happen, so as to endanger the City anew, if the defences were not greatly strengthened before the fall rains came on; and not with any view of modifying or qualifying either of said agreements in any particular; and pledged his best efforts to secure an immediate ratification of this provisional arrangement, by the Directors of the Illinois Central R. R. Company; not having in himself, he said, the power to bind them without their own consent.

Believing that they could not properly, and thoroughly, discharge their duty, under the resolutions referred to, without a personal examination of Cairo; and the General Agent, Mr. S. S. Taylor, being of opinion that a visit by the whole Executive Committee, or by a Sub-Committee of their board, would greatly encourage the people of Cairo, tend to allay their apprehensions, and check, if it did not put a stop at once, and forever, to the mischievous falsehoods, and gross exaggerations, which, under a show of authority, and as admissions made by parties deeply interested in the reputation and welfare of Cairo, were grad-
ually taking possession of the public mind, both at home and abroad, your Committee delegated Mr. Baldwin, of Syracuse, N. Y., their Chairman, and Mr. Neal, of Portland, Maine, to visit Cairo, and make such personal investigations upon the ground, as would enable them to report understandingly upon the present condition and wants of the City; to recommend a course of action at the next annual meeting on the 29th of September following; and to take such immediate measures, as might in their judgment be needed for the safety of the City, before the whole Board could be brought together.

Having discharged these duties, Messrs. Baldwin and Neal, at the suggestion of Messrs. Macalister and Randall, notified their associates on the Executive Committee, to assemble at Congress Hall, Saratoga Springs, on the 17th of August last, at eleven o'clock, A. M.; and there reported the facts, opinions and recommendations hereinafter set forth, which being adopted, the Executive Committee desire to embody in their general report, and to have taken as a part thereof, to wit:

The Sub-Committee, Messrs. Baldwin and Neal, delegated from the Executive Committee, which were chosen by the shareholders of the Cairo City Property, at their meeting in Philadelphia on the 15th of July last, to visit Cairo forthwith, for the purposes hereinbefore mentioned, respectfully Report:

That in discharge of the duties prescribed by the Executive Committee, Mr. Neal left Portland, Me., on the afternoon of Thursday, July 29th, and arriving at Syracuse, N. Y., on Saturday, the 31st, was there met by Mr. Baldwin: that on Monday morning, August 2nd, they left Syracuse together, and after travelling night and day the whole distance, with the exception of one night, reached Cairo on
Thursday morning, August fifth, where they remained until the evening of the eighth, occupied in the examination of the levees and embankments, as far up as Cache River on the Mississippi, and Mound City on the Ohio, the general condition of the streets and buildings, the abrasions of the Mississippi, the river-banks, and the water-marks upon the trees between the rivers:

That, accompanied by Mr. S. Staats Taylor, the General Agent, whose intelligence, faithfulness and courtesy, they would here acknowledge, they first went over the whole ground where the flood broke through, and carefully examined the remains of the embankments, which had been substituted for the permanent levee, provided for, in the two agreements with the Illinois Central Railroad Company. They found these embankments entirely carried away in three different places, as represented on the map, furnished by Mr. S. S. Taylor at the general meeting of the shareholders in July last.

From this examination, they were satisfied that the provisional, or substituted embankment, over three hundred feet of which were carried away, all at once, and before the waters of the Mississippi had reached within two feet of the top, had never been sufficient, nor properly constructed; that, in the first place, the ground had never been properly mucked, or grubbed, for the embankment; large stumps, fragments of trees and other rubbish still remaining upon the natural surface of the ground, not only where the embankment had been wholly swept away, but in other places where it had only settled, or been washed into gullies by the passage of waters: and secondly, because they found conclusive reasons, in their judgment, for believing that logs from three to four feet in diameter, and from twenty-five to thirty feet in length, had been built into the embankment and covered up. These logs were found lying, not on the river-side, but within the embankments carried away, and appeared to have been long buried in the earth: and as the stumps from which they were cut, were not to be found in
their neighborhood; as the land lying between the embankment and the Mississippi was covered with a thick growth of young trees, which would not allow such logs to be floated in from the river, and as they now rest upon a growth of saplings borne down by their weight, and held fast by the tops, the conclusion to which We, your Sub-Committee, arrived, after a thorough examination of the whole ground, where the waters first broke in, as well as of other portions that had settled, where we found stumps, fragments of wood and brush laid bare by the passage of water, was, that these large logs were built into the embankment, and buried up, at or near the base thereof; and that these, and other like improper materials employed, were beyond all question the true cause of that sudden giving way of three hundred feet, before the waters had reached the top, and within half an hour after the watchmen and laborers, under the personal superintendence of the General Agent himself, had been withdrawn from that very spot, under a belief that there was nothing to be apprehended even there—at the weakest portion of the whole embankment; and the very point to which the whole attention of Mr. Taylor had been long directed, while in correspondence with the Trustees, and with the President of the Illinois Central R. R. Co.

And we had reason to believe that the encroachments of the Mississippi in two other places, where the embankments, though not carried away, were somewhat lowered by the water, so as to lay bare an occasional stump; and that certain depressions to be found along the line, were all owing to the same cause; and for proof, we would call the attention of the share-holders to the letter of Mr. S. S. Taylor, already referred to, and marked C; and to a more detailed communication of Sept. 6th, 1858, to the Trustees, immediately following.

By all which it appears plainly, that although the waters of last June were higher than had ever been known before; and although it would be wise and proper to carry up all the embankments and levees at least two feet higher than
the old established grade of eight feet, agreed upon with the Ill. Central R. R. Co.,—still, if the levees and embankments had been up to the old grade, and properly built, Cairo would not have been troubled, nor damaged, by the last flood.

Having reached the foregoing conclusions, with regard to the causes of the late overflow, We, your Committee, propose to offer the result of our general investigation, as well as our suggestions, under four different heads; hoping thereby to abridge the labor of future enquiry, and to furnish a body of unquestionable facts for the consideration of the shareholders, in such a shape as may enable them hereafter to judge for themselves, without going much out of their way. And with a view to this object, we propose to consider briefly:

I. The history and geographical position of Cairo, with its commercial advantages.

II. The present condition of Cairo.

III. The wants of Cairo; and—

IV. The course of action to be recommended, for securing a steady and prosperous growth to the City, and a correspondent advantage to the Shareholders, the Land-Proprietors and the People of Cairo.

And I. The history and geographical position of Cairo, with its commercial advantages.

The tongue of land upon which Cairo is laid out, and partly built over, lies in lat. 37°, at the confluence of the Mississippi and Ohio rivers; at the head of large steamboat navigation, both summer and winter; and just at the point where three of our largest states, Missouri, Kentucky and Illinois, come nearest together, while three others, Indiana, Tennessee and Arkansas, approach within a few miles above and below, as to a common centre.
The climate is eminently favorable to health at all seasons; the winters mild, the summers moderate, and the atmosphere so dry, that in twenty-four hours after the heaviest rains "one may walk the streets in slippers," while the richest French goods, gloves and silks, which cannot bear the dampness of New Orleans, are wholly unaffected at Cairo.

The Ohio, which is boatable 945 miles above Cairo, is closed to larger navigation by ice in winter, and by shoal water in summer, for nearly five months of the year, while the Mississippi, with its boatable navigation of thirty-five hundred miles, would be too hazardous and changeable above Cairo for large and safe business, even if it were not always encumbered, or wholly obstructed, by ice in mid-winter, —so that the large and thriving city of St. Louis has been literally frozen up for six weeks at a time, and wholly inaccessible; as in February, '56, when forty-five steamers of the largest class were receiving and discharging their cargoes at Cairo, while the shipping merchants of St. Louis, the underwriters, and owners of steamboats and other craft, were laboring to blow up the ice, not with a view to open their harbor, but to save the shipping; yet no less than eleven large steamers, to say nothing of other craft, were instantly sunk, at the great "breaking up," which followed, Feb. 26th, with a loss of more than $100,000; and even at Cincinnati, ten large and heavily-laden steamers were utterly destroyed on the 24th.

If other confirmation were needed, we might refer to a Report made by a committee of the U. S. Congress, wherein they say: "Vast losses and great delays are annually incurred by the farmers and merchants of Indiana, Kentucky, Illinois and Missouri, and by planters of Arkansas, Mississippi and Louisiana, and by the shipping in the port of New Orleans, from the obstructed and impeded navigation in the Upper Mississippi; and particularly, of the Ohio River, of an average period of not less than four or five months in the year. The obstructions in the Ohio, in the
summer and fall, arise from low water and a succession of sandbars, commencing three miles above its junction with the Mississippi, and extending the whole length of the river. Ice, in both rivers, in the winter season, effectually closes their navigation to the junction at Cairo City. Thus, the vast productions of the valley of the Mississippi and Ohio are kept back at a season when most needed in the market. At the breaking up of the ice, this mighty mass of produce is at one time thrown into the New Orleans market. Prices fall from the most extravagant height to nominal quotations. The planter and the farmer are alike injured by the glut. The speculator, who buys to send round, is alone benefited. A scarcity again takes place before the next crop comes into the market. The amount of loss occasioned to the community by this state of uncertain commercial intercourse, can scarcely be estimated. It is sufficient for your committee to attest the fact, recorded by the united voice of the purchasing merchants of New Orleans, and the producing farmers of the upper country."

But the most conclusive testimony to these facts may be found in the high rates of insurance along the Upper Mississippi. On a policy from New Orleans to St. Louis, for example, two thirds are charged for one hundred and eighty miles above Cairo, and one-third for the thousand miles below,—showing that in the estimation of insurance-brokers, a class of business-men proverbial for their shrewdness, the hazards above Cairo are ten times greater than below, even for that short distance; and in the summer at low water, risks above Cairo are refused.

At Cairo, the whole up-trade of the lower Mississippi, from a region of six hundred thousand square miles, with thirty thousand miles of river navigation, draining the mineral and agricultural wealth of at least another million square miles, on their way to New Orleans and the Gulf of Mexico, has long needed, and must and will have, a resting place for transhipment— a great commercial entrepôt; where every kind of business, growing out of such complicated
and vast relations, may be encouraged to spring up of itself.

The drainage from the centre to both rivers is seven and a half feet to the half mile, and at all seasons, except for a few days, when both rivers are at the highest, sufficient for health and safety.

The original Corporation limits of Cairo city were somewhat larger than those of New York or Philadelphia, and about equal to those of London and Westminster; and these limits, which included forty thousand lots of twenty-five by one hundred feet, are represented by less than forty thousand shares, and constitute less than one half of the lands actually belonging to the proprietorship of Cairo; and the average sales of these lots up to last January, was but a little short of four hundred dollars apiece. The city contains 3884 acres, a large part of which has been carefully surveyed and allotted; the additions, heavily timbered, contain 5848 acres—and the whole territory of the Proprietorship 9732 3-4 acres.

This tongue, or peninsula, being from thirty, to thirty-five feet above low-water mark, and estimated for engineering purposes at thirty-four feet, so as to make the top of the eight feet levees and embankments, under the compact with the Ill. Central Railroad Co., forty-two feet above low-water mark, has been heretofore covered with a magnificent growth of timber, such as oak, mulberry, maple, box, poplar, cotton-wood, cypress, and sycamore, often measuring from five to eight feet through, as may now be seen by the stumps yet remaining within portions of the city limits, and by the aboriginal forest, round about those limits, and within the proprietorship.

As early as 1817, the great business advantages of this remarkable spot began to attract the attention of leading statesmen, capitalists, and men of business.

In 1818, a liberal charter was granted to an association, by the Territorial government of Illinois; and the territory
was laid off in conformity with the charter, for the "City of Cairo," with banking privileges.

Owing to deaths, commercial paroxysms, and other hindrances, nothing more was done toward carrying out the sagacious and magnificent enterprise, till 1837, when arrangements were entered into between the Proprietors holding under a charter for the "City and Bank of Cairo," and the State of Illinois; and a new charter was granted to the "Illinois Central Rail Road Company" for the construction of a Railroad, "to commence at or near the confluence of the Ohio and Mississippi rivers, and terminating at Galena."

After this company had organized, and secured a large portion of the land they wanted, the State of Illinois undertook a large and comprehensive system of internal improvements, making the Central Railroad the basis of the whole; and the railroad company abandoned their privileges to the State upon the expressed condition, to be found in the law itself, that the Central Railroad should begin at the City of Cairo, at or near the confluence of the Ohio and Mississippi.

Then followed the "Cairo City and Canal Company" incorporated March 4th, 1837, with power to purchase any part of township No. seventeen, and especially that portion thereof which was incorporated in 1818, as the "City of Cairo," and "to make all improvements for the protection, health and prosperity of the City."

The stock of this new Company being all taken up, and the Company itself organized, arrangements were entered into for obtaining a loan of five hundred thousand dollars "to be applied to the payment and extinguishment of such mortgages and incumbrances as might exist on the lands "purchased by the Company, within Township, numbered seventeen" and for further investments in land and other property; by conveying the whole proprietorship in Trust, on the 16th of Dec. 1827, to the New York Life Insurance and Trust Co., and by a supplemental deed, of June 13th, 1839, to the same Company, for securing the bond-holders
on further loans, to be employed in large improvements at Cairo; in protecting the city from overflow, on both sides; in building a Turnpike to the State road from Vincennes to St. Louis; and in opening a canal through the city, to Cache river, a distance of six miles, which, by the help of a dam, would secure a slack-water navigation of twenty miles further, into a rich agricultural and timber region.

Under this charter, the Company completed their purchases of land, amounting altogether to 9732 3-4 acres, of which 3884 acres were appropriated to the City of Cairo. The titles were investigated by eminent lawyers, and after a careful enquiry, and a comparison of prices at Alton, Chicago, and other places, with fewer natural advantages, the valuation of lots under the Deed of Trust, instead of being $400, per front foot, for business lots, and from $50 to $100 per foot for house lots, the prices paid in 1837, at Alton, with a population of 2500 only, was fixed at $25 per front foot for lots of 25 by 120, on streets and squares, and $60 per front foot, for all such lots, on levees or landings.

Of the former there were surveyed 22774 lots at $625, and of the latter 1180 at $1500—being 23954 lots, which, at the valuation agreed upon, yielded an aggregate of sixteen millions, thirty-seven hundred and fifty dollars.

Other loans were obtained in the progress of improvement; and after bonds had been registered under the deed of Trust to the amount of £287,600 sterling, or nearly fourteen hundred thousand dollars, of which £155,800, or about seven hundred and fifty thousand dollars, had been sold, and while the company were negotiating for a further loan of £200,000, there came on that commercial crisis, which overthrew so many of the largest and wealthiest associations of both hemispheres, and completely paralyzed the business world. Thousands of merchant princes, bankers and capitalists were shipwrecked, both abroad and at home; and it being found that many of the largest, wealthiest, best-informed and most willing of the share-holders, had gone into bankruptcy; that nothing could be done with their assignees; and that the
large outlays upon the city of Cairo, the buildings, levees and embankments, amounting, with interest, to about three and a half millions of dollars, might become unproductive, and all the unfinished works be rendered worthless, if immediate measures were not taken to secure the zealous and hearty co-operation of all parties interested, whether as bondholders, mortgagees or share-holders, a proposition was made in the month of January, 1845, by the late Darius B. Holbrook, President of the Illinois Exporting Company, through whom a large proportion of these funds had been furnished, for all parties interested to unite in a sale of the whole Cairo property, unincumbered, to a new Company, for seven hundred thousand dollars, or about one fifth of the actual cost, including interest; to divide the whole stock into thirty-five thousand shares; to subscribe for one-half, or seventeen thousand five hundred shares himself, as President of the Ill. Exporting Company, and to throw a like number of shares into the market, for sale at twenty dollars a share.

This proposition being accepted, and the preliminary arrangements completed, on the twenty-ninth of September, A. D. one thousand eight hundred and forty-six, the whole Cairo City property was put into the hands of Messrs. Thomas S. Taylor, of Philadelphia, and Charles Davis, of New York, for the purposes mentioned in their Declaration of Trust, hereunto annexed, and marked D.

Under this arrangement, the beneficial interest in the Cairo City lands and property, of every description, was divided into thirty-five thousand shares, of the par value of one hundred dollars each. Certificates, representing twenty thousand shares were to be delivered by the Trustees, Taylor and Davis, to the order of the Illinois Exporting Company; certificates representing seven thousand shares, to Charles Davis, attorney in fact for certain holders of bonds issued by the Cairo City and Canal Company; certificates representing three thousand shares to Messrs. Robertson, Newbold, Cope and Taylor, Assignees in Trust, for the Bank
of the United States, and holders of the Cairo City and Canal Company's bonds, which were to be surrendered and cancelled; the remaining five thousand shares to be sold by the said Taylor and Davis, and the proceeds applied to the expenses of the Trust, to the payment of five thousand dollars, advanced by Samuel Allinson, Esq., and to improvements of the Cairo City Property.

It was further stipulated that whenever thereto authorized in writing, by two-thirds of the share-holders in interest, the Trustees might enlarge the number of shares, and sell them, either at public or private sale, and apply the proceeds to further improvements of the unsold Cairo Property.

On the 21st of Nov., 1850, ten thousand additional shares were authorized, making forty-five thousand in all, thirty thousand of which were received at par, to extinguish the liabilities of the Cairo City and Canal company, and to clear off all incumbrances; while the remaining fifteen thousand shares were to be used for the benefit of the Trust, and for the improvement and protection of the property.

Of the whole 10,000 shares authorised to be issued, for these purposes, and of the other 5000 shares appropriated under the Declaration of Trust, only 8311 are now outstanding, and the whole number of shares now entitled to representation is but 36,491.

Under this last mentioned organization it is, that all the present share-holders in the C. C. P., now act, and while to the bondholders and original cash creditors of the Cairo City and Canal Co. the actual cost of a share, with simple interest, up to this time, is about one hundred and eighty dollars, the cost, with simple interest to the share-holders, who bought in at one fifth of the original cost, is only about thirty-six dollars.

Yet, a single share actually represents about one lot and one-twentieth of a lot, within the City, as originally laid out, with a correspondent proportion of the outside territory, equal to one and one-half lots more, of 25 feet by 120.
The sales within the city had averaged up to January last, reckoning from Dec. 23rd, 1853, when the first lot was sold, about $400 per lot; and the assessed value of the lots within the city limits in 1857, based upon sales for cash, was $1,434,679.

Let it be remembered that Cairo is now a Port of entry, with a Custom House and a distributing Post-office, for which $50,000 were appropriated by Congress at the session of 1856; that building-materials of every kind, and of the best quality, are abundant and cheap in the immediate neighborhood; that timber, stone, sand, clay, for all purposes may be had for the cost of cutting, quarrying, digging and transportation; that lead, iron, zinc, cinnabar and other minerals are "lying loose," over a large part of Southern Illinois; and that coal is becoming so plentiful and so cheap, that, although in 1857 the Ill. Central R. R. Co. only ventured to calculate on a yearly transportation of sixty-two thousand tons, yet they are now carrying nearly five hundred thousand tons a year; that we have new roads opening, and steam-ferries to Missouri and Kentucky, already established by ourselves; and finally, that new railways are to be finished and opened for business within the next following two months at furthest, one of which, the Cairo and Fulton R. R., enters Missouri and Mississippi, while others to be completed by the first of November, will bring New Orleans within two days of Cairo.

With all this large property paid for—wholly unencumbered—not liable to assessment, or charge, nor in any way, to embarrassment for any length of time by the action of Trustees or agents, or by unreasonable or unauthorized expenditures—or by long continued mismanagement; with sales, under multiplied embarrassments, and continual misrepresentations, amounting in January last to $670,832.13; with bonds and mortgages bearing interest, and rapidly maturing, to the amount of $342,247.18, just when the last great commercial paroxysm passed through the business world, there would seem to be little or no ground for ap-
prehension hereafter; but, on the contrary, much to hope, and more and more every year, if timely measures are taken to strengthen the levees and embankments, against the possibility of any future overflow; to secure a just accountability everywhere, and a wise and liberal administration of the large Property at stake.

II. The Present Condition of Cairo.

That the true condition of Cairo may be understood by those who have had no opportunity of judging for themselves, upon the spot, and as eye-witnesses, it may be well to advert to the supposed condition of the City at the time of the overflow, and for nearly a month afterward.

Although it has been for many years a common belief that Cairo lies very low, and was little better than a swamp or marsh, from the first, and not only newspapers, and magazines, and story books for the million, have been amusing themselves with Cairo, year after year, but works of reputation, such as Lippencott's large Gazetteer, have published to the world, upon the authority of these very newspapers, and story books "that the situation of Cairo is low and subject to frequent inundations, which have retarded the growth of the village;" yet, as a matter of fact, the whole of these ten thousand acres lie from thirty, to thirty-five feet above low water mark, and the average assumed by the engineers engaged, for the basis of their calculations, in carrying a levee eight feet high all round the city, a distance of seven miles, including the cross levees and high ridge running from river to river, is thirty-four feet above low water mark for the natural surface, bringing the top of such eight foot levee, now established, forty-two feet above low water mark.

And if this be not sufficient, we have the testimony of Mr. George Cloud, the surveyor of Illinois, that he had lived
for nineteen years, that is, from 1817 to Dec., 1836, within
twelve miles of Cairo, that he had a perfect knowledge of
the whole region round about, and was well acquainted with
Cairo and the neighborhood; that there was no danger of
overflow, except when the Mississippi and Ohio rose togeth-
er—a very unfrequent occurrence; and that even then, the
water did not rise upon the average three feet above the
natural banks, while there were elevations and ridges that
were never overflowed.

Next we have the survey of 1837, by Judge Thompson,
giving the high water mark, and the portions above high
water mark, in figures, over the whole surface of the city
plat, showing portions to be one and two feet above the
highest floods ever known; and others to be from a dead
level, to six feet below, with here and there depressions,
most of which have been filled up, or otherwise protected
since, varying from six to ten feet below.

In 1838, we have the published opinions of Maj. William
Strickland and Richard C. Taylor, two Engineers employed
upon the survey of Cairo, and the Proprietorship, for par-
ties abroad and at home, in the following words: "From
the marks on the trees, it is very evident that the highest
overflow of the waters above the top-surface of the peninsu-
la, averages from four to five feet, and that some of the
highest points of the ridges of lands are above the greatest
floods."

This opinion was prepared and published to the world, at
the time when these gentlemen were laying the foundation
for a system of defences and improvements, which, but for
the convulsions that followed in the business world, which
prevented their being carried out as recommended, would
have long since made of Cairo, a large, prosperous and
beautiful City.

In 1840, when the rivers were higher than they had been
for eight years before, we have the testimony of Mr. Septimus
Worsley, who had been sent out by the English interest to
examine and report upon the situation and defences of Cai-
ro, that the waters did not reach within two feet of the top of the levee, which was unfinished, and though intended to enclose about a thousand acres, had in no place been carried up to the proposed height: and that, while the waters above Cairo were rapidly increasing, the waters round the City, after they had attained a certain height, did not rise more than one inch a day.

In 1844, notwithstanding the unfinished condition of the embankments, and the unexampled height of the combined waters of the Mississippi and Ohio, Cairo was almost the only town along the whole Upper Mississippi, not overflowed.

We have also the unqualified testimony of Judge Thompson, with that of Messrs. Strickland and Taylor, while they were acting together, as Engineers, and representing different parties, that the proposed embankment of eight feet upon the level, or forty-two feet above low water mark, when finished, would be a sure protection, and might be reckoned upon with safety, because, in their judgment, after a long continued and laborious calculation, "all the waters of the Western rivers could not raise the flood at Cairo, six inches, so long as that vast region round about Cairo, above and below, lies so much lower."

That the late overflow appears to have been owing to the long continued and abundant rains through a vast region of the Mississippi, and along the sources of the Ohio, without example in the history of the past: to the insufficiency, and incompleteness of the embankment, over three hundred feet of which were suddenly swept away, while the waters were not within two feet of the top, which, be it remembered, was hardly anywhere up to grade on the Mississippi shore; and not alone to the unexampled rise, and long continued pressure of the waters; judging from the embankments themselves, and from other evidence now to be had, from tradition, from the marks on trees and buildings, and from the concurrent testimony of aged witnesses in the neighborhood.
Such being the facts of the case, in relation to the height of land upon which Cairo is built, and to the common, though groundless belief that it lies "low," and is "subject to frequent inundations," let us now look into the history of the late overflow.

On the twelfth of June last, the following paragraphs appeared in the St. Louis Republican, and were copied into all the leading papers of the day. "St. Louis, June 14. Despatches from Cairo state that on Saturday afternoon a crevasse opened on the Mississippi side of the town, through which the waters poured at a fearful rate, filling up the whole space between, and it is now running over the embankment on the Ohio side about a thousand feet."

"The Illinois Central Railroad is washed away on the south wing; a part of the new Hotel fell in on Sunday, and the balance is expected to fall during the night.

"Nearly all the houses are tumbling down, or drifting away, or sinking. Scarcely a building in the city is expected to withstand the flood.

"The water is two feet and a half deep in the second story of the Taylor House, and is still rising rapidly."

On the same day the following corroboration appeared from Centralia, a station of the Ill. Central Railroad, about 112 1-2 miles from Cairo, the head quarters of Mr. Ashley, the engineer referred to in the annexed paragraph:

"Centralia, Ill. June 14. Reports from Cairo are of a most alarming character. The water still is rising, and is now running over the Ohio levee in several places.

"Mr. Ashley, Chief Engineer of the Ill. Railroad, gives the opinion that one foot more rise will sweep Cairo entirely away. The Dépôt grounds in the highest part of the town are covered to the depth of four or five inches."

The Ill. Central R. R. Co. having millions at stake on the reputation of Cairo, and Mr. Ashley being called their "chief engineer," though he had charge of a Division only, can it be wondered at, that such a declaration, published to the world on such authority, should have taken full posses-
sion of the public mind, or that it should have made its own way through the leading newspapers of our country, filling the land with consternation, and the distant shareholders with dismay?

On the substance of these paragraphs being communicated to Mr. Osborn at the interview in New York, as evidence of Mr. Ashley's unfriendly feeling toward Cairo, and his consequent unfitness for the office he held, we were assured by him, that he had good reason for believing that, in some way, another Mr. Ashley, who had been discharged by the Railroad Co. for such unfriendly manifestations upon complaint made as long ago as 1854, and who was in fact the chief engineer, had been mistaken for this Mr. Ashley, the Division engineer: and he mentioned among these reasons that the person we complained of, had manifested very different feelings, and expressed very different opinions, in his correspondence, at the very time of the overflow; and was so far from agreeing with his brother, who had been discharged, "that they were not on speaking terms."

Nevertheless, on arriving at Cairo we found that nothing was known or believed there, of the alleged misunderstanding between the two brothers; that many good reasons were mentioned in justification of the common belief that both of the Ashleys were, and long had been, very ill-disposed toward Cairo, and the interests of Cairo; and when it is added, that, although the present "chief engineer" of the Ill. Central Railroad, as he is called in the paragraph quoted, was publicly charged by one of your Sub-Committee, with having expressed the opinions therein attributed to him, and with being unfriendly to the interests of Cairo, notwithstanding the large interest of his employers, the Ill. Central Railroad Co., no contradiction was offered by any of his friends at the time, nor has any appeared since in the newspapers of the day, so far as we know, or have reason to believe.

Taking it for granted, that these alarming reports, on
such authority, and others from St. Louis and Louisville, Cincinnati and Chicago, though somewhat exaggerated perhaps, were substantially true, we were prepared to find the city of Cairo, if not absolutely submerged, or swept away, at least in a deplorable condition, wet, unwholesome and full of rubbish and filth, and well nigh depopulated. It was but reasonable, after making every allowance for exaggeration, to look for deaths from exposure and suffering; for signs of discouragement, for quarrelling and litigation, and for a troublesome epidemic following the heats of summer, if not for the "pestilence that wasteth at noon-day," and for clouds of musquitoes, even if the location were not otherwise, nor at other times, unhealthy.

One of your Sub-Committee, Mr. Baldwin, was well acquainted with Cairo, having been there with Messrs. Strickland and Taylor, of Philadelphia, in 1838, and almost every year thereafter up to 1846; and from time to time, up to the spring of 1858, a few weeks before the flood; yet even Mr. Baldwin, whose high opinion of Cairo has been of record for twenty years, and long before he had any interest in the Proprietorship, as a site, "which would justify the raising of a town just there, by filling up in twenty feet of water," was not proof against this avalanche of newspaper testimony to the disadvantage of the drowned city; and as for Mr. Neal, who had never been at Cairo, though a shareholder from 1846, perhaps it would be well to let him tell his own story, in his own way, that others may judge for themselves, as to what were the reasonable expectations of most persons in the month of July last; after the city of Cairo "had been washed away."

"I took leave of my family," says he, "on the 19th of July, with an idea that I was really undertaking a somewhat dangerous, and very troublesome duty. I had consulted Dr. Jas. M. Cummings, a resident of Cairo for three whole years, in 1839, '40, and '41, and through no less than three, of what were called "sickly seasons," a man of character and truth, whose favorable testimony to the uncommon healthiness of
Cairo, is also of record in letters upon the subject, dated March 18, 1845, and December 15, 1846: and other persons deeply interested in the reputation of Cairo, and well acquainted with the climate, by actual residence many years ago, all of whom concurred in urging upon me certain rules of diet which were never to be departed from, under any circumstances. I was to avoid the night air—the evening air—the morning air and the noon day heats; never to go abroad in the sunshine, without carrying an umbrella; nor in the morning without a cup of good coffee at least, and a biscuit; never to drink the waters of the Mississippi unadulterated—or undiluted—nor those of the Ohio, without qualification; to have a brandy flask, and other medicines, always at hand in a travelling basket; to carry my own tea and sugar, and claret, and raspberry vinegar, and if I would not engage a physician, nor a nurse, for the trip, not to dream of going without my wife. I resisted as long as I could; but yielded at last to the urgent solicitations of my friends and family, and consented that my wife who was getting frightened, and looking unhappy, should share the danger."

So much for the testimony of others well acquainted with Cairo, in other days, and for the preparations of Mr. Neal, by their advice. The result will be given hereafter. Meanwhile, however, we feel bound to acknowledge here, that, although prepared in a measure, by conferences with Mr. S. Staats Taylor, at Philadelphia, and at New York, to find the city of Cairo in a much better condition, than we had been led to expect, from the newspaper paragraphs referred to, we were by no means prepared for the simple truth, as we saw it for ourselves on reaching Cairo.

Instead of finding the city damp or muddy, with whole acres of stagnant water throwing off pestilential miasmata, and covered with unwholesome deposit from the Mississippi overflow, filling the air with clouds of insects, and unpleasant smells, we found it, with a few exceptions, dry and clean, and absolutely freer from disagreeable effluvia, than any other town, city or village, along the way, after leaving Syracuse.
Admitting the fact of the overflow, and the great length of time a large part of the City had been under water, we were astonished to find so little evidence of either fact, and so little of what we had otherwise expected to see, after making a large allowance for unfriendly feeling, and malicious exaggeration.

There were a few large logs to be found, which had drifted in from the Mississippi, and were now lying high and dry upon some of the back streets; the fences were gone, and the shrubbery and kitchen gardens destroyed; and there were perhaps half a dozen small sheds or out-houses, in different parts of the town, either out of place, or tipped over; but within the settled parts of the city, we found in all, not more than three-fourths of an acre of ponds or pools; which were not over six inches deep in any place, as might be seen by the cattle standing in them, and were fast drying away; so that within three days, their superficial area had been diminished one-half. Horses and cows were seen walking through them in every direction, without sinking above their fetlocks, and without any adhesion of the soil, when they lifted their hoofs, thereby showing the strength and solidity of the earth, after being softened for weeks; even if the large trees, elm, and cotton wood, and sycamore still standing, and the prodigious remains of others, long since overthrown, with stumps from four to seven or eight feet through, did not clearly establish the fact, that for hundreds of years the whole site of Cairo had been covered with a growth, which could not have come up in a shifting, changing or unsafe soil.

Instead of clouds of mosquitoes, though there, as every where else along the rivers, they were somewhat plentiful after dark, they were not more troublesome, if more abundant, than they were found a full month before, in Philadelphia by Mr. Neal, at the La Pierre House, one of the largest and best Hotels, in one of the broadest streets of that city; at the St. Nicholas, in New York, on the last day of September, and at the United States Hotel, Boston, in the first of October following.
It may not be amiss to add, for the satisfaction of all interested, who have had no personal knowledge of Cairo, since the drainage and clearing of the outside portion, where the waters occupied an area of about four acres, at the time of our visit, and were found in some few places two and a-half feet deep, that only small portions were motionless, that none were stagnant or offensive, and that all were fast drying up, without throwing off any unpleasant or unwholesome exhalations, if we might judge by the evidence of our own senses, and by the acknowledged general health of the inhabitants; there being little or no sickness, beyond that which is always happening with laborers, after working in the hot sun without proper care; and not a case of intermittent fever (the common fever and ague,) that had originated within the City; and by the concurrent assurances of people whose first apprehensions had all passed away. It has been long understood, upon evidence not to be questioned that yellow fever and consumption are both unknown at Cairo, except where brought in from abroad; and it is now acknowledged that the common fevers of that region are less frequent, and more manageable at Cairo, than at other places along the rivers. And "as there is not a swamp within eight miles of the city, on the Illinois shore, and the rivers being a mile or more in width, Cairo has nothing to fear from the miasmata of the Kentucky or Missouri shores; and as there is generally a refreshing breeze from one river to the other; and a levee running three miles up the Mississippi, and about one on the Ohio, and a cross levee of nearly a mile to unite the two, which had satisfactorily stood the test of the great rise of both rivers in the spring of '44"—to use the very language of Dr. J. M. Cummings in 1846, the location of Cairo cannot be unhealthy or unsafe.

Nor may it be improper to add, that Mr. Neal, who had been so cautioned, and so provided for, not only travelled in the night and all night, on his way, but slept with all the windows open every night, while in Cairo—drank freely
of the excellent Mississippi waters, and occasionally of the Ohio, without adulteration; refusing to carry an umbrella in the sun, to wear summer clothing, to go abroad with his coat unbuttoned, or to drink any other tea than that which was to be found all along on the road—and that neither he, nor his wife, had occasion to be sorry for living at Cairo just as they would have done at home, in Portland, Me.

Are not such facts conclusive? Do they not establish beyond all question the purity of the atmosphere, the goodness of the water, the pleasantness of the temperature in midsummer, and the healthfulness of the location? But if so—how are we to account for the apprehensions of a medical man, long a resident of Cairo, and having the highest opinion of its general character for health and comfort? Simply by remembering that Dr. Cummings lived there from 1839 to 1841 in what were called three sickly seasons, and before the City was fairly under way, since which time the chief cause of intermittent fever has been abated by clearing the back lands, from river to river, so that the people of Cairo are comparatively free from that worst plague of the great western world—the fever and ague—and, strangers coming to Cairo, after being visited year after year, and in one case for nine successive years at St. Louis, have had no return of it in Cairo. The particular case referred to here was communicated by the sufferer himself, a member of Mr. S. S. Taylor's family.

That considerable damage had been done to the beauty of Cairo, under the levee, is not to be denied. All the pretty flower-gardens were destroyed; the kitchen gardens and the shrubbery were not much better off; and a few sheds and out-houses, of little or no value to any but the owners, had been floated, but were fast finding their way back, on the common ox-sled, while we were there, and might be made as good as new, or better, by the outlay of here and there a few dollars.

In confirmation of this view, we have the declaration of Mr. Edwards himself, the agent of the Springfield Company,
that one hundred dollars would indemnify him for all his losses by the overflow, apart from his interest in the Cairo Hotel, though he was rather a large proprietor; having two brick stores, three frame stores, a dwelling-house and other landed possessions within the City.

But many of the comparatively poor, holding their little property on lease, or on terms of credit, fast expiring, were the greatest sufferers; and we suggest for the consideration of the shareholders whether it would not be wise to make some abatement on leasehold property, for the time lost by the tenants, and to grant further time to land-holders who have not wholly paid for their purchases.

Most of the gardens may be restored within the next following twelvemonth; and the rest, within two or three years, when Cairo may be made, not only one of the busiest, but one of the most attractive, as it is now one of the healthiest, and most picturesque, of our western cities.

Before the overflow of June last, the population of Cairo was estimated by the Mayor, Mr. S. S. Taylor, at forty-five hundred; and he reports now, that this number had been lessened about one thousand; most of whom, being laborers, or persons living from hand to mouth, were obliged to go away suddenly, and without preparation, to find work elsewhere, but will be sure to come back as soon as there is anything for them to do; while others have withdrawn with their families, that their buildings might be more thoroughly dried and repaired, and others are visiting their friends in higher latitudes. A carefully prepared report and computation, differing somewhat in the result, will be found of a later day in the Appendix.

But the great body of substantial citizens, property-holders and men of business, having a stake in the prosperity and reputation of Cairo, are left undiscouraged, and fully determined to stand by their possessions; asking of their co-proprietors, the non-residents, and of the Illinois Central Railroad Company only this—that they would look to their own several interests where they are identical, as men of
business, foresight and sagacity, and urging them to profit by their experience of the last three months; and believing that they, the People of Cairo are in a better condition at this moment, than they have ever been before; since they know the worst that can happen, and with the long notice they had of the late coming overflow, and must always have hereafter, from the nature of things, and from their knowledge of the vast region round about lying lower than Cairo, which must be overwhelmed for hundreds of miles before that place can suffer, are abundantly able to protect themselves hereafter, even if the embankments and levees, or dykes, constituting the defences of the City, should not be completed, and carried up still higher, and greatly strengthened, before another flood, as hereinafter recommended; or if at any time hereafter, any portion should be weakened, or found untrustworthy.

Had they not believed these entrenchments to be high enough, and perfectly safe, according to all past experience, except in the very part which was carried away so suddenly, for the reasons already mentioned, their loss would have been little more than the interruption of their business at the dullest season of the year, the spoiling of a few gardens, and the drifting away of perhaps half a dozen worthless outbuildings, with a few rods of common pale fencing; for they knew of the long continued heavy rains above, and had watched the gradual rise of both rivers, day after day, for many weeks before the catastrophe, and had ample time and abundant means for self-preservation.

But now, understanding as they do, from your sub-Committee, that comprehensive and efficient measures will be taken for defending the City from any possible overflow hereafter, so far as all past experience enables them to judge, with the help of geographical and engineering science, and a better knowledge of the great Mississippi valley above Cairo, which after the swamps and marshes, one hundred miles north of Cairo, are surcharged, empties the surplus waters through the St. Francis and Black rivers, into the Mississip-
pi, three hundred miles below Cairo, instead of being disheartened, the people of Cairo are strong with a cheerful and hearty confidence in themselves, and in the C. C. Proprietors; and propositions for the purchase, or lease, of lots for houses and stores were coming in every day after our arrival at Cairo, and it was understood that we had come on business, by a vote of the shareholders.

Before leaving this part of our subject, we desire to say, moreover, that while the cleanliness of the City would be quite remarkable anywhere, the buildings have a neat, comfortable, business air, showing the general habits of the population, and their character for intelligence, order and thrift; that many of the stores and warehouses are handsome and large; that two of those lately built by Gov. Mattison have cost nearly forty thousand dollars; and that one of them which is intended for a Banking house, would be a credit to Philadelphia or New York; and that investments in buildings appear to be not only safe, but profitable. Three frame buildings of sixteen by thirty-two feet, built for Mr. Edwards, by contract, for $2400 upon two of the twenty-five foot lots, which cost the owner $1250 each, or $2500, the taxes and insurance on which are about sixty dollars, are under lease for 450 dollars each, or $1350 a year; being nearly twenty-nine per cent. upon the outlay.

Others of the same cost, he says, might be built and let immediately upon the same terms, for he has had several applications, of late; and has recently built two brick stores, which cost, with the land, $7250, and yield from $1000 to $1200 a year, with taxes, and might be rented for more, and are constantly increasing in value.

The flour mill in Cairo, owned by Deshon & Standing is one of the best in our country. It is now turning out nearly two hundred bbls. a day, and with a small additional expense, might furnish three hundred bbls. a day. This flour commands the highest price everywhere, and in the New Orleans market yields fifty cents a bbl. over the good average brands. The wheat which is grown in the neighborhood
of Cairo, has taken the premium at several State Fairs; and in the London grain market, as well as in our largest home market, stand at A No. 1. By a process of continual improvement, and minute economy, Messrs. Deshon & Standing have managed to save ten bbls. a day of what has been heretofore wholly wasted, not only in other mills, but in their own, which at $3.50 per bbl. yields them a clear profit or saving, of about ten thousand dollars a year, apart from the profits of their regular business, upon the outlay of less than $40,000.

We, your sub-committee, would now refer to the annexed Report of the Trustees, and of Mr. S. S. Taylor, for an estimate of the value and earnings of the boats, of the buildings and other property belonging to the shareholders, as well as for the yearly income and expenditures; and proceed to the next division of our subject.

III. The Wants of Cairo.

To make of this new and thriving City all that the Shareholders, the Land Proprietors, or the Inhabitants, can reasonably desire, they need——

1st, A safe and perpetual barrier against all future encroachment, and overflow, on both sides; but especially on the Mississippi side, where the waters are higher, and swifter, the current of the Mississippi being four miles an hour, and constantly changing, while that of the Ohio is only about one mile an hour, and exceedingly uniform. Already has the Mississippi made three different inroads, of small extent in the whole, and easily stayed, if the matter be taken in hand properly, and at once, but otherwise alarming. No time should be lost, in securing the fulfilment of the contracts heretofore mentioned with the III. Central Railroad Co., in carrying out a system of drainage long since agreed upon, and in providing against the further abrasions of the Mississippi,
near a portion of the grounds granted to that Company upon the conditions mentioned.

But in providing for the future, and in reviewing the past, it should be constantly borne in mind that Cairo was not alone, as will be seen by the following paragraphs, when the accumulated waters of June last broke over the whole peninsula. The whole neighboring country, above and below, was overwhelmed, and large portions of territory along the banks of the Mississippi were washed away, or obliterated forever.

“Our oldest citizens, whose knowledge extends back to 1815,” says Mr. Taylor, the mayor of Cairo, in the New York Evening Post of June 17, '58, “agree that this is the highest flood ever known here, and I doubt if any ever saw it higher.”

“To Charleston, Missouri, twelve miles distant on the South, and to Burkville, nine miles north on the line of the Ill. Central Railroad, it is one unbroken sheet of water, including the site of Mound City, which is in about the same predicament as Cairo. Our levees, excepting the crevasse, about three hundred feet in length, are yet sound and uninjured, and we have no fears that they will not continue so, although in some cases the water is running over them.

From Columbus, a correspondent of the St. Louis Republican writes, June 12th, “The lines have been run for a levee, extending between the highlands, along the river from the chalk-bank to the iron-banks, which is to be two feet above the water of 1815—the highest ever known.”

From Centralia, Ill., June 14th, a correspondent writes: “Passengers are conveyed a quarter of a mile from Mound City, now under water, in boats and cars.

Another correspondent, of June 22nd, writes: “The Cairo and Fulton Railroad, of Missouri, is a foot and a half under water, and is gullied out in several places. The chief engineer estimates it will take two months to repair the damages.”
“On the Kentucky side, the bottoms are entirely overflowed, and the crops are all destroyed.”

Abundant corroboration of all these facts may be found in the leading papers of the day; but these are enough to show that the shareholders of the Cairo City Property, have much to be thankful for, in their exemption from the worst consequences of the late wide-sweeping devastation.

By advices just received, from the mouth of the Ohio to the Gulf of Mexico, it appears that the people bordering on the Mississippi, on both sides, are holding public meetings upon the great questions arising out of the last overflow. Heretofore, a large area of the richest lands in our whole country have been protected by dykes or embankments, only five feet broad on the top, with a slope of one foot in four or five, and but little above supposed high water mark. These very slight protections are only about one-third the size of our Mississippi levees, and yet they have been sufficient for securing the rich bottom lands, and cotton and sugar plantations of Louisiana, Mississippi, Arkansas, Tennessee and Kentucky, from inundation, so that they have been steadily advancing in value, year after year, from the day these water bulwarks and entrenchments were first thrown up.

“The levees round Cairo are all stronger and of greater magnitude than any others on the river: those opposite New Orleans, which had always been sufficient for the protection of the Crescent City, being less than one-third the size of our Mississippi levee, which is fourteen wide on the top, and was only broken through, after the pressure of high water, not for days, nor weeks, but for whole months, and just when, at the confluence of the Ohio and Mississippi, from highland to highland was thirty-seven miles, with only Cairo left as a habitation for man.” Such is the testimony of Mr. Taylor the Mayor, whose very language we have sometimes given, without abridgment, or change, in the foregoing paragraphs.

2d. The establishment of a large, handsome Hotel, in
addition to the Taylor House, calculated to give a reputation to the City, and a large business to the railroad, to attract and retain travellers for pleasure, and men of business, who must and will have the best possible accommodations, along the whole line of their travel, cost what they may. At this moment (August 2nd) there is not a public house in Cairo where a traveller can be well accommodated: the Taylor House being under repair, and the large Brick Hotel, to which the Trustees agreed to give sixteen lots of land, worth $32,000, when it should be completed and ready for occupation, is yet unfinished, about one-fourth of the whole front having tumbled down, after the earthquake and flood of June 11th and 12th, and being now but a heap of rubbish.

By written agreement, this Hotel was to be finished with "reasonable diligence;" and the proprietors bound their contractor to have it finished, and the keys put into their hands on the first day of November last—thereby giving their own interpretation of the words "reasonable diligence;" yet seven months after the time fixed by themselves for taking possession, the walls were not up; and now the work is abandoned, and all the workmen discharged, leaving the unsightly ruins in full view of both rivers, and of all the passengers up and down the Mississippi—greatly to the disadvantage of the City, it may be supposed, for this dilapidated building occupies a commanding and beautiful position.

We were assured by Mr. Edwards himself, the agent of the Cairo Hotel Company, that he was offered seven thousand dollars a year, on a lease, with abundant security, for the building when completed, and that he could have that sum or a larger, even now, or at any time hereafter.

Without such a building, a large part of the advantages, belonging to the legitimate business of the Illinois Central Railroad Co. will be lost; and as the President declared in July, at the time of the interview with him, that the losses of their Company by the interruption of business at Cairo, were fifteen hundred dollars a day; and that their receipts
from Cairo last year were one hundred and seventy-seven thousand dollars, it will be seen at once how large a stake that wealthy, and heretofore thriving Association have in the welfare, and comforts, and reputation of Cairo.

Instead of avoiding Cairo, or hurrying through at all hours, by night and by day, or sending their freight by other channels, where they may not be willing to go themselves, the men of business, and the men of leisure, would undoubtedly prefer Cairo, to any other halting place between St. Louis and Chicago, or Detroit.

3d. Arrangements are greatly needed for pumping out the waters that fall in the rainy season, twice a year, when the rivers are oftentimes too high for the natural drainage.

4th. A large, handsome and safe Dépôt instead of a rough shed or the open air, for passengers and freight; bearing a just proportion to the vast business heretofore done at Cairo, and capable of enlargement hereafter, as other roads now opening, become tributary to the Ill. Central R. R. through Cairo; freight being just now, and ever since the destruction of the large freight house, four hundred and fifty feet long, both unsheltered and unsafe, in a wretched frame building, infested with rats, and exposed to other depredations, which business men will not readily put up with, if it can be helped, or avoided, cost what it may to go elsewhere.

5th. The paving provided for in the contracts between the Trustees of the C. C. P., and the Ill. Central Railroad Co., ought to be finished in front of the lands granted to that company, whereby the largest abrasion, and by far the most dangerous on the Mississippi side, may be arrested at once, and forever, as the truest economy for them, and most advantageous for all parties.

6th. The levees and embankments all round the city must be raised and strengthened, as promised by the Ill. Central R. R., in consideration of the large grants of land, within and about the city—the vast privileges conceded, and the amount of Cairo City Stock transferred to the Directors,
whatever may be the cost—and whoever may be justly answerable therefor, upon final adjudication.

These improvements once entered upon, and carried forward with energy, and in good faith, cannot fail to show, that up to a certain point, the people of Cairo, the Property holders of Cairo, the non-resident Proprietors, the Shareholders, and the Ill. Central R. R. Co., have not only a community of interest, but an identity of interest, to the amount of millions in the prosperity of Cairo; and that even where these interests appear to diverge, so as to be no longer absolutely identical, they are never, and can never be adverse, nor to any serious amount, irreconcilable; for whatever strengthens Cairo, strengthens all these different parties; whatever enhances the value of the lands, or lots of Cairo, adds to the value of all proprietorships round about, and by so much will enlarge the business of the Railroad Co.; and whatever increases the business of the Railroad Co. adds to the value of the lands at Cairo, and of all the farming and settling lands along the road, or within striking distance, for hundreds of miles, and it seems clear to demonstration that no one of these parties could be profited in any way, by interfering with, or lessening the profits of his associates in their large and generous undertaking, or by abridging the rights of his fellows. And these considerations bring us to—

IV. The course of action to be recommended, for securing a steady and prosperous growth to the City, and a corresponding advantage to the Shareholders, the Land-Proprietors and the People of Cairo.

1. OF THE EMBANKMENTS AND LEVEES.

Arrangements having already been made with the Illinois Central R. R. Co., and gangs of men being now at work,
repairing, enlarging and strengthening the levees and embankments, which surround the City, we have only to submit our views in relation to what must be done, as we believe, together with our reasons for such belief.

At the suggestion of Mr. Nichols, one of the Executive committee, communicated to us by Dr. Wright, of Boston, Mr. Nichols, it seems having had great experience in the construction of canals, dykes and embankments, for the New England Factories, we, your sub-committee, having no time for consultation with our associates, took it upon ourselves to authorise Mr. S. S. Taylor, to furnish the contractor of the Illinois Central R. R. Co., Mr. Thrupp, with a sufficient quantity of oak plank, varying from ten to sixteen feet in length, ten inches wide, and three inches thick, for the sheet piling or boxing of such portions of the embankment, as had been greatly damaged, or wholly carried away—leaving the question of reimbursement to be settled hereafter.

Mr. Nichols recommended two inch plank, ten feet long and twelve inches wide, to be tongued and grooved; but, as we found Mr. Thrupp well acquainted with the business, and believing it would be a very laborious and costly job to trench the embankments, which needed only to be raised and strengthened; and that a two inch plank, tongued and grooved could not be driven, but must be set where the matching could be kept free all the way, before being covered up, we consented to the changes above mentioned, which enables the contractor to drive them to any required depth, and secure them by what is called a shoe; each plank being cut away at the bottom from side to side, and aslant, so that by the very action of the driver it is forced upon the next plank, and there held fast, while the tops are kept in place by a heavy top rail spiked to the sheeting.

Believing that this experiment, properly conducted, and approved by the contractor himself as the best, because the safest and cheapest of all defences, not only against the pressure of the waters, but against leakage, or "seapage," but against every form of malice or mischief, neglect, or
oversight, would secure the approbation of the Ill. Central Railroad Co., through their President and Board of Directors, we took upon ourselves the responsibility of directing the purchase of the plank needed for the crevasses, without delay.

Should the result be satisfactory and conclusive, the defences of Cairo may be completed within a short period, and maintained for hundreds of years perhaps, at a very moderate outlay, compared with what has been heretofore apprehended; since a twenty feet embankment, or even less, with the pile sheeting above mentioned, and covered with two feet of earth, would be safer and stronger, than a forty feet embankment built in the usual way, without the planking, which may be regarded as well nigh imperishable, when made water-tight, and covered up in the way proposed.

We have the pleasure of adding a carefully prepared estimate of the cost, so far as the sheet piling authorised by us along the crevasses, and the expenses of labor and machinery are concerned.

"The sheet piling of the embankment in the crevasses will require about 60,000 feet of oak timber costing about $960, and it will cost about $500 to drive it," says Mr. S. S. Taylor, in a letter of Aug. 13th., "and for the machine to drive it, and the nails," he adds, "about $500 more;" the engineer himself, Mr. Thrupp, estimates the whole cost will not exceed $2000, and probably not $1800; and this, be it observed, is the whole expense for the plank sheeting of all the crevasses.

At the last interview between the President of the Ill. Central Railroad Co, and one of your sub-committee, Sept. 9th.—Mr. Baldwin—the latter was assured by him, that the Engineer of the Ill. R. R. Company had been directed by him to make a computation of the cost of raising the embankments two feet above the old level, which was forty-two feet above the point agreed upon, by the engineers of both parties, for low water mark, as appears by the monu-
ment there established; and if the expenses were not too large, he would direct so much at least to be done forthwith.

The President of that company also desired, that when the sheet piling, already undertaken, should be finished, an account of the expenses might be sent in to him, when he would lay it before the Board, and recommend that it be allowed and paid by their company as a just and proper claim.

But, inasmuch as the estimate since obtained from their Engineer, Mr. Ashley, of the cost for enlarging and strengthening all the embankments and levees, round the city, carries up the cost to $147,000—which is far beyond their highest calculations, and nearly double that of our Engineer's, he would not venture to recommend this great measure, until the R. R. Co. are out of the hands of their Assignees.

2. OF THE ABRASIONS AND ENCROACHMENTS UPON THE MISSISSIPPI SIDE.

How the abrasions and encroachments of the Mississippi, upon small portions of the City land, are to be arrested, is a question to be well weighed. The waters are from thirty to forty feet in depth, at a little distance from the shore, and the banks, in many places, are washed away underneath. Many different plans have been suggested, and are now under consideration. Loose cobble stones are used along the line of railways and canals in New-York, and upon the Rhine, with entire success: wicker-work and hedges of willow, the Osage-orange and thorn, elsewhere: but we need more information, and very careful estimates, which we have not yet been able to obtain, before we would venture to recommend any other course, than that which has been tried as an experiment by Mr. S. S. Taylor, with large trees anchored by stones. All we can say further is, that something must be done without delay, or the cost may be largely increased, and a portion of the levee itself be endangered anew.
As early as 1838, Messrs. Strickland and Taylor, Engineers, employed by a concurrence of Proprietors abroad and at home, foreseeing, and wishing to provide against, this great evil, which is becoming more and more serious, if not alarming, every year, united in declaring that "the Mississippi two and a half miles above the junction of the Ohio, flows rapidly through a very deep channel in its lowest stages, and makes encroachments on its banks by underwashing the earth; which, in many places for the extent of a mile, is in an overhanging and perpendicular position; but this abrasion of the banks may be easily prevented, by removing the overhanging masses of earth, and the heavy forest trees growing near the margin of the river, and by the construction of a wing dam projected at the turn of the stream above."

"The greatest inroad of the Mississippi, on the bank where the levee is built," says Mr. S. Staats Taylor, Sept. 16th, '58, "is about 1300 feet in width. Above the levees, the greatest abrasion is about 2500 feet. This," he adds, "is the whole abrasion, since the first surveys were made by government about the year 1807. At the point where the levee fell in last fall, two hundred and forty feet of the abrasion had occurred since 1851," being less than thirty-five feet a year.

Mr. S. Staats Taylor, under date of August 13th, says, that "probably the expenditure of ten thousand dollars would now be required for the protection of the Mississippi bank; and that the cost would be about the same, whether it were done by wing dams, or by a sea wall, as it would require about the same amount of stone."

Under the circumstances, therefore, we are disposed to recommend that a per centage on all the sales of land hereafter in Cairo, be set aside as a perpetual fund for this particular purpose, and for maintaining all the defensive works of the City. If this be done, and the fact be widely published, it would have a wholesome effect upon the reputation of Cairo, both at home and abroad.
3. OF THE CAIRO CITY-HOTEL COMPANY.

The Proprietors of the New Hotel having met with a succession of disappointments, disasters and interruptions, which but for their uncommon self-reliance, might have put a stop, and forever, to their undertaking, are desirous of an arrangement with the Cairo City Proprietors.

Instead of expending only $32,000, according to their first calculations, for a large, handsome, well finished Public House, they have expended over $54,000, including about $12,000, lost by their contractors, and the building they have begun, is not only unfinished, but so unsafe, that the walls began to give way soon after they were put up, and a portion of the front, measuring forty feet, and running back about one hundred feet, fell in ruins on the first day of the flood.

By the correspondence hereunto annexed, and marked E., it will be seen that the Cairo City Hotel Proprietors claim of the C. C. Proprietors indecency, with what show of reason or propriety, it may be well to enquire. For ourselves, we must acknowledge that we can see no just grounds for the claim. Apart from the fact, that there is no warranty against flood or fire, in the deeds, and no privity between the parties; that opinions are not representations, in judgment of law; that the parties complaining were acquainted with Cairo, and able to judge for themselves, upon every point raised in the papers referred to, having the whole past history of Cairo before them—the Deeds of Trust, and the Contracts with the Ill. Central R. R. Co., we are assured, and have good reason to believe, that the foundation walls were insufficient from the first, and openly declared so to be, by competent judges; that soft bricks were used, and being overloaded, they settled with their own pressure; that the brick walls were set on the outer edge of the foundation walls, instead of being set in the middle thereof, and were not properly interlocked, or bonded together, at the angles where they broke off; that portions began to give way, crack and settle,
and were out of line for months before the flood; that they were propped and braced very soon after they were laid; that an earthquake happened on Saturday morning before the flood of June 12th, and that a portion of the building, which afterwards fell, was seen to vibrate several inches at the top, during the earthquake. Most of these facts are not to be questioned: for the props, and walls, and soft bricks, and bad workmanship, are all in sight, and continue to tell their own story.

Nevertheless, after much careful investigation, we are inclined to believe that the danger is passed, and that the walls now standing are not unsafe; and we are led to this conclusion from the fact, that no settling or cracking has appeared since the overflow; and that the walls which were out of plumb, and shored up, soon after they were built, have not changed for the last four months, according to the admissions of Mr. Edwards, the agent of the Cairo City-Hotel Company.

The Springfield Proprietors, represented by him, will do nothing more, he says, until they have a reply to certain communications made by them, to Mr. S. Staats Taylor, your agent at Cairo, and to the Trustees in June and July last, already referred to, and marked E. in the Appendix.

It would appear from these letters, and from another written by Mr. N. Edwards, Agent for the Cairo City Proprietors, as well as for the Cairo City Hotel Proprietors, June 17th and Aug. 7th, '58, that the Springfield Association claim to have disbursed for land purchases and buildings, over $318,000—of which from $150,000 to $200,000 have been expended upon fifty-one houses, including the New Hotel, in Cairo; and that the Springfield Proprietors, and their associates, pay about one tenth of the taxes levied upon the whole city of Cairo.

We would acknowledge therefore, that, under all the circumstances, and without regard to the legal questions involved, these large Proprietors are entitled to great consideration, and should be liberally dealt with; and while we
would urge as a matter of great importance, the earliest possible establishment of the Cairo City-Hotel, or of some other large, handsome and convenient public house, we cannot believe that any serious difficulty lies in the way of a satisfactory arrangement with the Springfield Proprietors, nor that, with a full understanding of their common interest, there need be any further delay, in carrying through their work.

Since the above was prepared, arrangements have been entered into, under a vote of the Shareholders, which promise to be altogether satisfactory, as will be seen by the minutes of their meeting July 29th, when this Report was read and all the recommendations adopted.

4. OF THE DRAINAGE AFTER HEAVY RAINS.

A fall of about seven and a half feet to the half mile, each way, from the centre of the city to the river, was allowed by the Engineers in their joint calculations, though, by building culverts and sewers, it might hereafter be increased to ten feet each way, or twenty feet to the mile, and has proved sufficient so far, except when the rivers were very high, and above the mouths of the sewers,—being ten times greater than that of Chicago, and altogether more favorable than that of Detroit, and many other places now healthy and prosperous.

We have had under consideration a plan proposed by the general Agent, Mr. S. S. Taylor, for ridding the City of the waters that are sometimes found, after heavy rains, in the lowest part of the grounds, when the rivers are too high for the natural drainage. He proposes to drain from one collection to another, and then to use a pump, with a steam-engine, which might be employed for other purposes, when no longer wanted for pumping. There being no necessity for immediate action, however, and your sub-committee not having been furnished with estimates for a proper decision, we must leave the subject open for further enquiry.
5. OF A NEW FREIGHT HOUSE AND PASSENGER DEPÔT.

The large Freight House and Passenger Dépôt of the Ill. Central R. R. Co. destroyed by fire on the month of November 1857, was four hundred and fifty feet long by one hundred in width, well timbered, and faithfully built, and cost over $60,000. But an offer has been made by a contractor well acquainted with the business, to put up another as good in every particular, for $36,000, materials and labor being much lower now, than they were when the first was built.

Why the proposal was not accepted, we are not informed; but a belief has gone abroad throughout the whole neighborhood, sanctioned, it is said, by some of the younger employés of the Ill. Central R. R. Co., that no other Freight House or Passenger Dépôt will ever be built at Cairo—neither being required, in the judgment of these young gentlemen.

It is for the President of that sagacious and wealthy Association, to put a stop to these wicked, foolish and mischievous reports, and to the evil consequences likely to follow far and wide, wherever people are interested in the reputation or business of Cairo, lest the freight, produce and passengers of the great tributary region, which had but begun to pour into their treasure-house at Cairo, may find their way through other channels, to a market, where they will be better sheltered, and more generously welcomed. But nothing short of resolute and immediate action will satisfy the people interested; or silence eaves-droppers and gain-sayers.

6. OF NEWSPAPER MISREPRESENTATIONS AND A THREATENED CHANGE OF TERMINUS.

It has been even said by the St. Louis papers, and with a parade of authority—which is not to be wondered at, perhaps,—that the Ill. Central R. R. Co. had serious
thoughts of *transferring the terminus from Cairo to Mound City*, and this, notwithstanding the plain language, and clear conditions of the Charter itself; the enormous outlay of that Company in and about Cairo; the munificent consideration, and great advantages granted to them by the Cairo City Proprietors, and the utter impossibility of ever making Mound City, by any amount of outlay, what Cairo now is, and ever will be, for uninterrupted summer and winter navigation—the shifting bars at Cache river, and the accumulation of ice every winter, along that shore of the Ohio, being impassable barriers for a good part of the year, to the larger boats of both rivers.

We do not believe that any serious difference of opinion could well exist upon these, and other kindred subjects, of common interest, between the Trustees and the Ill. Central R. R. Co., if they had all the facts before them, and were fully assured of what is known to be true with regard to these malicious reports, and their industrious circulation by a rabble of newspaper writers, alike unprincipled and shameless; and they hope to see them contradicted by that Company in a way not to be misunderstood. A short paragraph, with a word of admonition to their employés, may be sufficient.

7. **OF THE PAVING TO BE FINISHED.**

As to the paving mentioned among the wants of Cairo, we have reason to believe that from 15,000 to 20,000 dollars might be expended, with advantage, upon the slope along the Ohio levee, and judging by what has been lately done or promised, and by what is now doing by the Illinois C. R. R. Co., notwithstanding the heavy pressure they have had to bear up against, in common with many of the largest and wealthiest associations of our day, that what is needed, and acknowledged to be needed by both parties, for strengthening the position of Cairo, so far as that Company are interested, will be undertaken at once, or at no dis-
tant day in a liberal temper, and carried out in good faith; and this we still hope, although intimations have lately reached us, while our Report was under consideration, that the President of that Company is taking new ground upon the great questions involved, and either denying their liability, or greatly qualifying it, for reasons which do not appear.

8. OF THE CHURCHES, MISSIONS,—AND PHYSICIANS.

Perhaps, among the acknowledged, and deeply felt wants of Cairo, we ought to have mentioned religious privileges, and medical aid. With three different places of worship, Methodist, Catholic and Congregational, or Presbyterian, there were no services in two, at the time of our visit; and the materials brought in, for building an Episcopal church, now greatly wanted, and for which land had been given by the Trustees, of the C. C. P., were lying near it unappropriated. If a licentiate, or missionary, could be sent to Cairo, he might be assured of a hearty welcome, and in due time, "if he faint not," of a harvest, and perhaps an abundant harvest; and a young, intelligent, well trained physician, with reasonable desires, would find there pleasant companionship—good social position—a profitable business, and a comfortable home.

9. OF RAISING THE STREETS, AND BUILDING CULVERTS, OR SEWERS.

There yet remain three or four other subjects of interest, which it may be proper to mention, though it may not be in the power of this committee to recommend immediate action thereupon; yet, inasmuch as they believe the time to be drawing near, when they must all be seriously considered, and promptly acted upon, they ought not to be wholly overlooked, under this commission.

The first is, that of raising some of the streets to a level
with the embankments, building culverts, and paving, at a cost equaling, if not exceeding, ten dollars a foot for the frontage of lots benefitted, according to the plan proposed by Messrs. William Strickland and Richard C. Taylor, Esq. was in 1838; or in some cases only twenty, instead of eighty feet in width, as others have suggested; all the earth required being at hand on the banks of the Ohio and Mississippi, which by being reduced from a slope of one to five feet a distance of forty-two feet, so that the outside edge of the levee should begin two hundred and ten feet from the river bank at low water—would not only furnish all the earth wanted for the embankments, but also for twelve principal streets, eighty feet wide, and eight feet above the natural surface of the ground, on each area of half a mile square. That such an improvement would be well received, and profitable, may be inferred from the fact that Mr. Edwards, the Springfield agent, proposes to give one-half of his lots, to have the other half so improved.

One great advantage to be calculated upon with certainty, beyond that of raising the streets, and greatly enhancing perhaps of doubling, the value of building lots, thus furnished with under ground, or cellar stories, according to the proposal of Mr. Edwards himself, would be, that by the adoption of the slope of one to five, or even a little less, if required, a great body of earth now in a vertical position, would be cut off from the brow of the hill, and the disposition to slip or slide would be entirely removed; the great body of water would then lie on this slope or inclined bank; and in times of freshets, the tendency of the waters would be to consolidate, instead of abrading the shores, as they now do through the whole course of the river. Such was the calculation, and such the reasoning, of these gentlemen in 1838, and all experience from that day to this, in carrying out their recommendation, has but strengthened the confidence of all who are acquainted with the subject.
10. OF A MARINE RAILWAY.

We would also recommend the establishment of a marine railway, which, with five thousand steamboat arrivals in a year, would bring a large and profitable business to the City:

11. OF A NEW CUSTOM-HOUSE AND POST-OFFICE AT CAIRO.

And, that with the fifty thousand dollars already appropriated by Congress, a building for the Custom House and Post office, be immediately begun, and so built, that it may hereafter be enlarged, as the wants of Cairo may require, without waiting for further appropriations:

12. OF THE COUNTY TAX.

That measures be taken forthwith, to relieve Cairo from the County tax, already amounting to forty cents on a hundred dollars, or four dollars on a thousand, which other towns, having no better claims to exemption, are not subjected to:

13. OF THE UNITED STATES' DISTRICT COURT SESSIONS AT CAIRO.

That application be made without further delay, for a session of the U. S. District Court, to be held at Cairo; it being understood that the Judge of that Court himself, would be in favor of such an arrangement:

14. OF RETRENCHMENT AND REFORM.

And that a system of retrenchment, of liberal and wise economy, and above all, perhaps, of a just and sure accountability, be adopted; together with certain restrictions upon sales to non-residents, and upon the kinds of building to be erected.
The expenses of the Cairo office, apart from the salary of the agent, Mr. S. S. Taylor, and other expenses, are about $1600, for watchmen and clerk; "but the expenses of the Engineering Department," he says under date of August 13, will be very much reduced, after the 1st prox., by the discharge of the engineers, at three thousand two hundred and fifty dollars per year, and two law agents at Cairo, receiving thirty-two hundred dollars a year. Other changes, it is thought may be made, with advantage to the Trust, by consolidating the Philadelphia and New York offices, which they hereby recommend to be done without further delay.

15. OF THE CITIZENS' MEETING AT CAIRO, AUG. 6, 1858.

And now the Committee have only to add, that, after consultation with Mr. S. Staats Taylor, it was thought proper to call a meeting of the inhabitants of Cairo, on Friday evening, August 6th, in front of the Mayor's office, with a view to the full understanding of the great questions at issue.

The meeting was large, for the population, and very quiet; and the addresses of your sub-committee, together with their explanations and assurances, in behalf of the Shareholders and Proprietors, were well received.

It was stated that Shareholders to the amount of nearly two millions and a half, at the par value of the stock, were assembled in Philadelphia, on the 15th of July, where they chose an Executive Committee of six, who afterwards chose from their number two, as a Sub-Committee, to visit Cairo in person, look into the condition of the City, and the wants of the People, and report at the next yearly meeting, on the 29th of September.

The People of Cairo were encouraged to believe, that, if they were faithful to themselves, the Trustees, and Shareholders, and Proprietors, were determined to pursue a liberal course of action, and they might consider the C. C. P. pledged, to the full amount of all their interest in Cairo, to
carry out whatever they believed to be for the advantage of all parties; and the meeting ended at last, with mutual congratulations, and assurances, that Cairo should not be left to the guardianship of treacherous friends, or unprincipled foes; but to the watchful care of those who had something at stake, in her reputation and welfare.

All which is respectfully submitted,

HARVEY BALDWIN, JOHN NEAL, { Sub-Committee.

And also by—

CHAS. MACALISTER, of Philadel'ia, Pa.,
HARVEY BALDWIN, of Syracuse, N. Y.,
JOSIAH RANDALL, of Philadelphia, Pa.,
LUTHER C. CLARK, of New York City,
LYMAN NICHOLS, of Boston, Mass.,
JOHN NEAL, of Portland, Me.,

Executive Committee.

C. C. P. Office,
PHILADELPHIA, Sept. 29, 1858.
APPENDIX.

A

CORRESPONDENCE REFERRED TO IN PAGE 6, BETWEEN THE TRUSTEES OF THE C. C. P. AND THE PRESIDENT OF ILL. CENTRAL R. R. CO.

NEW YORK, JULY 13th, 1858.

To the President, Directors, and Company of the Illinois Central Railroad Company:

The recent inundation at Cairo has particularly directed the attention of the Trustees of the Cairo City Property to their agreements with the Illinois Central Railroad Company, relative to the construction and maintenance of levees or protective embankments around the City of Cairo.

At the time of making those agreements, the Trustees understood, and have ever since understood, and have uniformly and repeatedly been advised by various counsel, that those agreements were on the part of your Company, not only a legal undertaking to construct levees or protective embankments, to the extent and in the manner prescribed in said agreements, but were also a continuing and perpetual legal undertaking, to maintain the same after they had been constructed.

The Trustees have received, both from their beneficiaries, and from purchasers of lands at Cairo, very many expressions of regret that the levees and protective embankments have proved in-
sufficient for the purpose of their construction, and very many statements of great actual and prospective loss and damage to such beneficiaries and purchasers, and very many inquiries whether the Illinois Central Railroad Company had performed their agreements before mentioned. Their beneficiaries have communicated to the Trustees the opinion of said beneficiaries, that the duty of the Trustees to said beneficiaries required them to demand, and by all means in their power to enforce, a full and continual performance of said agreements, and urgently requested the Trustees to give immediately, and in the future to continue to give their attention to this matter.

Without now advert ing to any omissions in the past, the recent inundation has done much damage to the levees and embankments, which under said agreements it is the duty of your Company to repair. The Trustees have a telegram from Mr. S. S. Taylor, dated at Cairo 6th inst. informing them that the sewers were all open and a portion of the city dry, so that work on the levees and embankments could be resumed.

The Trustees do hereby, in conformity to the requests of their beneficiaries, and in assertion of their rights under said agreements, request the President and Directors of the Illinois Central Railroad Company to repair the damage which has been done, and also to perform at once whatever has been omitted that is required to be performed, under said agreements, for the construction and maintenance of levees and protective embankments around the City of Cairo.

When the Trustees consider the importance of the performance of these agreements to the Company itself, but much more, when they consider the almost innumerable and the very heavy liabilities to which the Company is needlessly exposed, by every omission to perform agreements of such general and public concern, the Trustees can scarcely believe that the President and Directors of the Company will delay unnecessarily, or even voluntarily neglect to do, all that the Company has by said agreements undertaken.

Very Respectfully,

CHAS. DAVIS,

Trustee.
Office of the Ill's Central R. R. Co.,
New York, 15th July, 1856.

Charles Davis, Esq.,
Trustee Cairo City Property,

Sir:—

I have to acknowledge your letter of the 13th, and have advice that we have a large force at work upon the embankment and trestle south of Cache River, and from the last advices from Cairo, confidently expect to hear of the trains reaching that point to-morrow.

It is the intention of this Company to repair the damage occasioned by the late freshet to the works at Cairo, so far as is incumbent upon it under the contracts with your Company. I am not aware of any omission in the performance of the contract, and do not understand that clause of your letter, which requests this Company to perform at once whatever has been omitted that is required to be performed under said Agreement for the construction and maintenance of Levees and protective embankments around the City of Cairo.

Very respectfully,

W. H. Osborn,
President.

Office of the Ill's C. R. R. Co.,
New York, 22d July, 1858.

Chas. Davis, Esq., Trustee,
or S. S. Taylor, Esq., Agent Cairo City Property,

Dear Sirs:—

I am desirous to meet the views and wishes of your Shareholders, but the only difficulty is the ready money. Capt. McClellan has decided to accept, if not already done, the proposition of Mr. Edwards, to whom the price of the unfinished work was referred, payable $5,000 upon the first day of September, and the balance (about $6,000) on the 1st day of December. If you will be good enough to postpone these payments until the 15th of January, I will at once give directions to have a force make the
repairs to the Levees and embankments with all practicable dispatch.

Yours resp'y,

W. H. OSBORN,
President.


During the conference to-day with Wm. H. Osborn, Esq., President of Illinois Central Rail Road Company, Mr. S. S. Taylor suggested that the protective embankments at Cairo, should be twenty feet wide on the top, the slope on each side one foot in five and two feet higher than the present embankment, when Mr. Osborn promised to construct them in accordance with the suggestion.

H. BALDWIN,
S. STAATS TAYLOR,
C. MACALESTER,
JOHN NEAL.

On a second interview with Mr. Osborn, he said that he did not intend these as conditions — he only meant to say that the Bank should be repaired with all possible dispatch, that in his opinion it should be done as proposed by Mr. Taylor, viz: 20 feet wide on the top, to slope 1 foot in 5, and to be raised 2 feet higher, and that he would so recommend it to the Board.

H. BALDWIN,
S. STAATS TAYLOR.

Office of the Cairo City Property, N. Y., July 22, 1858.

Wm. H. Osborn, Esq.,
President Illinois Central R. R. Co.,

Dear Sir: —

I have received your favor of this date, addressed to myself and S. S. Taylor, Agent, containing certain proposals in
relation to the reconstruction of the Levees at Cairo, which I hereby accept.

Very resp'y yours,
CHAS. DAVIS,
Trustee.

B

LETTER REFERRED TO IN PAGE 6, FROM THE GENERAL AGENT OF THE C. C. P., TO THE PRESIDENT OF THE ILL. C. R. R. CO.

CAIRO, ILL'S., OCT. 13, 1857.

W. A. Osborne, Esq.,

Pres't Ills. C. R. R. Co., Chicago, Ills,

Dear Sir;—

We would call your attention to the 3d Section of the 2d agreement made May 31, 1855, between your Company and ourselves, and inform you that the protective embankment alluded to in that section will require extensive repairs at one point, or to be renewed in part, before another high stage of water occurs in the Mississippi River. I enclose a map exhibiting the present position of that embankment, and the point at which it is necessary that it should be maintained, and would remark that in its present condition, a considerable portion of the property within our levees will be subject to inundation at the first high water.

I would suggest that our present Engineer, Mr. Arnold Syberg, is highly accomplished and efficient, and that he will be happy at any time to advise with and assist your engineer, or any one else, you may designate to attend to the work.

We are, Very Respectfully, Your Ob't S'v'ts,

THOS. S. TAYLOR, CHAS. DAVIS,
Trustees of Cairo City Property,

by S. STAATS TAYLOR,

Ag't & Att'y, in fact.
LETTER REFERRED TO IN PAGE 10, FROM THE GENERAL AGENT OF OF THE C. C. P., TO THE TRUSTEES.

Office of the Cairo City Property, 78 Merchants' Exchange, New York, July 22, 1858.

Chas. Davis, Esq.,

Dear Sir:

In reply to your inquiry as to the size the protective embankment at Cairo should be made, so as to fully subserve the purposes for which it is intended, I would state, that in my opinion, an embankment twenty (20) feet wide on the top, with a slope on each side of one foot perpendicular to five (or even four) feet horizontal, would be sufficiently strong to resist the pressure of any water that could be brought against it, provided it was properly constructed. The late high water at Cairo has demonstrated that the levees are not high enough, and to make them safe in this particular they should be at least two (if not three) feet higher.—Where the levees were up to grade, the water in the Ohio was within one foot seven and a half inches of the top of the levee, and on the Mississippi side, it was still higher, bringing it within a very few inches of the grade.

I remarked above that the embankment of the size specified would be sufficient, if properly constructed. I have reason to believe that the embankment at the place where it broke was rendered weak and insecure, by logs being buried in it or under it, and a considerable portion of the new protective embankment, both on the Mississippi and Ohio Rivers, was constructed without the natural surface being properly prepared by grubbing and plowing, so as to allow the artificial embankment to amalgamate and firmly combine with the natural ground. From a neglect to do this, the water during the late high water percolated, and found a passage in many places in considerable quantities between the artificial embankment and natural ground, its passage being facilitated by the small stumps and roots remaining in the natural ground. This neglect to properly prepare the ground existed at the time of building the new levee on the Mississippi last winter, and the ground was not only not grubbed or plowed, but large stumps were allowed to remain in that levee and are there now, notwithstanding my notification at the time to Capt. McClellan that they were so allowed to remain there. The contractor employed by the Railroad Company to construct that levee
last winter, was detected by myself in burying large logs in that embankment, not merely allowing those to remain that had fallen, where the embankment was to be constructed, but actually rolling others in from other places. When detected those that were in view were removed, but as a portion of the embankment was constructed before his practices were known, the probability is that others are yet in that embankment, detracting of course from its strength and security.

In building future embankments, these defects ought of course to be avoided.

Very Respectfully, Your Ob't Serv't,
(Signed) S. STAATS TAYLOR.

A COMMUNICATION FROM S. STAATS TAYLOR, TO THE TRUSTEES OF THE C. C. P., DATED AT CAIRO, SEPT. 6, 1858, AND READ AT THE MEETING, BY THE TRUSTEES, ON THE 29TH SEPT. 1858: REFERRED TO IN PAGE 10.

CAIRO, ILL., SEPT. 6th, 1858.
To Messrs. Thomas S. Taylor, and Chas. Davis, Trustees of the C. C. P.:

After the last annual meeting of the Stockholders in September, 1857, our city continued to increase in population, and improvements continued to be made; the improvements, owing to the financial crisis, being however fewer in number than during the previous spring and winter. The increase in population was nevertheless greater than at any previous period, every house and structure capable of protecting population from the elements becoming filled to repletion. This increase continued during the winter and spring, so that at the municipal election in February last, in which there was no such particular interest taken by the people as to bring out a full vote, there were over 400 votes polled, and at the same time, it was known that there were about 250 residents who did not vote, some by reason of not being entitled, and others from want of interest.

It was thus ascertained with a considerable degree of accuracy, that at the time of the election in February last, we had at least 650 men residents here. It is generally conceded that 1 in 7 of a population is a large allowance of voters, in many places it not
being more than 1 in 10. But giving us the largest allowance, and that may be proper inasmuch as in a new place. there is always a preponderance of men, this calculation will afford us a population of 4,500, and from my own observation I am satisfied the population at the time alluded to, was not much below that number, certainly not less than 4,000. Shortly after this time, some inconvenience from the accumulation of water within our levees began to be felt. This accumulation arose from incessant rains. These rains interfered somewhat with the filling in and grading of the Ohio levee, and in the early part of December, we were obliged to close our sewers, from the water in the rivers having risen to a level with their outside mouths, and with the exception of a few days in the early spring, they remained closed, until they were re-opened after the overflow.

This state of things continued until, and was in existence at, the time the breach in our levees occurred on the 12th of June last.

As you are aware this breach whereby the water was first let into the town, occurred on the Mississippi, at the point where the levee on that river leaves the river bank, on the curve toward the Ohio river, and about half a mile from the junction of the two levees.

At the point where the crevasse first occurred, the levee was very high, the filling of earth being not less than twelve feet high. In the neighborhood of the crevasse the soil appears to be sandy, and an undue quantity of that kind of soil may have entered into the composition of the levee at that point. An inspection of the crevasse also shows, that the ground was not properly prepared for the reception of the embankment, it not having been properly grubbed, as appears by the roots and stumps still standing in it, in the ground where the embankment is washed off. When the levee broke, no one was in sight of it, that I can ascertain. Capt. McClellan, the Vice President and Chief Engineer of the Ill. Central Railroad, and myself, had passed over it on foot within two hours before it occurred, and a watchman, whose duty it was to look after it, was over it about twenty minutes before, but to none of us was there any appearance of weakness. After leaving the location about twenty minutes, and being distant less than one-fourth of a mile, the watchman heard the roaring of the waters running through the crevasse, and when I reach-
ed it, three-fourths of an hour afterward, the water was running through to the full width of three hundred feet, and in an unbroken stream, as if it was to the full depth of the embankment. The probability is, I think, that aided by the stumps and roots in the embankment, and it is possible some other extraneous substances, the water had found its way through the base of the embankment, and had so far saturated it as to destroy its cohesion with the natural ground below, and then the weight of the water on the outside pushed it away.

As you are aware, when the contracts for building the different divisions of the Ill. Central Railroad were originally let in June, 1852, that for the construction of the lower cross levee and the levees below it, on both the Ohio and Mississippi rivers was included in the letting, and was given out to Mr. Richard Ellis. Under this contract, work was commenced and prosecuted at various points, on both the Ohio and Mississippi rivers from Sept. to Dec. 1852, when the contractor failed, and the work was abandoned until Dec. 1853, except on that portion along the Ohio river above the freight dépôt. On that section it was continued, with a view apparently of constructing an embankment for the accommodation of their Railroad Track rather than for the purpose of protecting the town from inundation, the embankment having been built in the same manner as their ordinary railroad embankments. The instructions given by the Engineer in charge were the same as those issued in other cases for the construction of railroad embankments, viz.: that where the filling was over four feet, the stumps were not to be removed, and no grubbing done; and I am told by the Engineer in charge of the work at the time it was done, that these instructions were followed, and that the embankment along the Ohio river above the Freight Dépôt was thus built without the stumps being removed or any grubbing done. A portion of this bank at and near the curve on the Ohio, near the junction of the levees is quite narrow, and after our late experience I should think it was far from being secure.

At the time of the overflow, a very large portion of our population were obliged to go away from inability to procure accommodations here. Some, who had two-storied houses, remained in the upper story, but most were obliged to desert their dwellings. The population thus mostly scattered into the neighboring
towns and country, with the exception of those who procured accommodations on the wharf, and flat-boats and barges at the levee, and in the railroad cars placed on the levee. A large portion of those who thus went away have already returned; others are coming back daily, and if employment to justify their return can be found, I am satisfied the great bulk of our population will shortly be back here again. I think our population now is at least three thousand, if not more.

Early in the last spring, the Foundry buildings took fire and were entirely consumed. The establishment was just beginning to transact a very successful and profitable business.

During the last spring, a good ferry was established between Cairo and the adjoining States of Missouri and Kentucky by the Cairo City Ferry Company, and a good steam ferry boat furnished, which makes regular trips between those States and our City, bringing trade and produce to it. Before the destruction by the late high water of the produce of the farms along the rivers a very perceptible increase in the business of the City, took place from this cause, and a resuscitation of the business of the adjoining country on the opposite sides of the river, will, by the aid of the ferry, be attended with a corresponding effect here.

Portions of the roads in the adjoining southern States are so far finished, that by the 1st of November we shall have a continuous railroad from here to New Orleans, with the exception of the river travel between here and Columbus City, sixteen miles from here. This road is now finished with the exception of two gaps of eighteen and six miles respectively, and these are being rapidly filled. A steam ferry boat will commence running from here to Columbus on the 1st of the next month, in connection with this road, and when the road is completed, as it will be, by Nov. 1st, we shall be within two days' travel of New Orleans.

The first section of the Cairo and Fulton Railroad in Missouri is now pushed forward with energy, and that portion between Bird's Landing opposite here and Charleston, a village about fourteen miles from the River (Mississippi) will be in operation by the 1st of December next. Charleston is a thriving village in a well-settled, well-cultivated and flourishing section of Missouri, and our connection with it by railroad will tend to increase considerably the business and trade of our town. As you are aware, a road was cut out along the bank of the Ohio river to Mound City...
last fall, and a bridge across Cache river was commenced then, but has been delayed since by the high water. The construction of this bridge has been recommenced, and the contractor informs me that it will be ready for use one week from next Saturday. This will give us a good road to Mound City, and by connections with roads there, will furnish us a free communication with the country and villages beyond, and thus give us a good deal of trade from those quarters.

In consequence of the great destruction of property by high water in the country about us, the farmers have but little to sell, and this, connected with the general depression of trade, has made it rather dull here. Notwithstanding which, some improvements are still going on in our city. The distillery, which was commenced last spring, is being pushed on to completion, and will be ready for operations by the first of next month. Two houses, one a dwelling twenty-five by forty, two stories high, the other for a German tavern twenty-five by seventy and three stories high, both commenced before the overflow, are in process of completion. Two others, one twenty-five by seventy and three stories high, have been contracted for, and begun since the overflow and are nearly finished; and one other, a dwelling house, contracted for since the overflow, but not yet begun.

The work of macadamizing the Ohio levee, and building the protection wall at the base, has so far advanced, that about one thousand feet of the wall, extending from the lower side of Fourth Street to the lower side of Eighth Street, has been completed, and a portion of it made twelve feet high. Of the macadamized work, about four hundred feet in length of the levee, extending from the Passenger Dépôt lot on the lower side of Fourth Street upward, and from the top down to low water mark, has been completed, and for about six hundred feet in length additional, the broken rock is placed for about one hundred and twenty-five feet from the top of the levee. The grading of the levee with earth within the same limits has also been prosecuted, as the waters in the rivers would permit. A few weeks of favorable weather, and a favorable stage of water would enable us to complete the whole of the grading and macadamizing of the whole of the one thousand feet above the Passenger Dépôt.

Most of this rock work was done previously to January 1st, 1858, when the communication with the quarries was interrupted
by ice in the Mississippi; after this difficulty was removed, the water was so high as to cover the quarries, and has continued so until the last week, with a brief interval, during which we were enabled to get down two barge loads of stone, and last week, the water had so far receded at the quarry, as enabled us to make regular trips with the steamboat and barges.

During the spring and summer, the water has been too high for most of the time, to admit of much work on the filling and grading of the Ohio levee, between the dépôts, according to our arrangements with the Rail Road Co., to complete for them their unfinished work. But at intervals we were enabled to do something, and worked moderately, as the weather and water would permit, until within the last four weeks, when we have pushed the work vigorously.

The Bank building belonging to Gov. Matteson has been completed for several weeks, but there do not appear to be any indications of an early opening of the establishment, although I am told the note-plates have all been prepared, the officers engaged, and all other arrangements completed months ago for the opening. This delay is to be regretted; especially as, if the ground had not been occupied by Gov. Matteson, or rather, if his declared intentions had not gone abroad through the whole country round about, a good Bank would have been established here last fall, by Mr. E. Norton, one of our old citizens, in connexion with his brother, the Cashier of the Southern Bank of Kentucky, established at Russellville, Ky.

In conclusion, it is very evident that, had the Illinois Central Railroad Company constructed the Levees, as they should be constructed, and not have substituted for them the common Railroad Embankments, that this interruption to the onward progress of Cairo would not have taken place.

Viewing all the facts connected with this overflow of Cairo, and the giving way of the Illinois Central Railroad Levee, I feel that I may conscientiously endorse the following views taken by the Trustees in their Report of 1857, on the embankments of Cairo and its drainage:

"The site of the City is not only fully protected by the construction of ordinary levees, and embankments along the banks, and by sectional levees across the base of the triangle made by the two rivers, but a new and substantial levee, or embankment is in
the course of construction, and a portion already finished, which will be eighty feet wide at the top, with an average height of about ten feet, and five feet higher than the highest water ever known at that locality. This levee or embankment will entirely encompass the City, forming on the top, the front street on the banks of both the Mississippi and Ohio Rivers, and from its size and substantial character, will afford a complete protection from overflow at any stage of water, however high; and which, when completely paved, will not only render it a walled city, but actually the cleanest city in the world.

"This Levee will be of the most enduring character, and is to be the work of the Illinois Central Railroad Company. It has been completed sufficiently to protect the town, and for a mile is finished for the accommodation of business. The railroad buildings are only partly erected, and but temporary; but both levee and buildings will be finished, as fast as the business of the road and the growth of Cairo and other large considerations demand. For this service the Railway Company receives from the Trustees ample land for dépôt purposes on both rivers; and when all the arrangements are perfected, the railroad will surround the town, leaving it on the north side, at a point about equi-distant from each river.

"The centre of the city being equi-distant from the Ohio and Mississippi rivers, a fall of about seven feet to the half mile each way has been allowed by the Engineers, which added to the natural drainage of the place, combined with the artificial means possessed for carrying off the superfluous water, has rendered the drainage in all seasons efficient and complete. In fact, the drainage of Cairo is so simple, so inexpensive, and so free from any tendency to injury, that we assert there is no other town in America, we may say in the world, where the drainage, internal and superficial, will be so perfect as in Cairo."

- Every Report issued by the Trustees, and every advertisement and document bearing their signatures, have been issued in good faith grounded on the continued belief of the Trustees that the Illinois Central Railroad Company would perform with due diligence their solemn contracts (which are of record and patent to all the world) and that the said Company would literally and scrupulously fulfil their obligations, to construct and forever maintain adequate and sufficient levees and embankments, and it is my belief that the neglect of the Illinois Central Railroad Company, to com-
plete the Levees, Dépôts and Embankments according to the true intention and meaning of the contract entered into with the Trustees in '51 and '55, is the sole and only cause of the late overflow of this City.

Very resp'y, your ob't servant,
S. STAATS TAYLOR.

DECLARATION OF TRUST: REFERRED TO IN PAGE 17.

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, Thomas S. Taylor, of the City of Philadelphia, Esquire, and Charles Davis, of the City of New York, Merchant, Send Greeting.

Whereas, By several Indentures heretofore executed, the following described tracts and parcels of land, all lying in townships numbered sixteen and seventeen, south of range one, west of the third principal meridian, at or near the confluence of the Ohio and Mississippi rivers, in the counties of Alexander and Pulaski, and State of Illinois, known as The Cairo City Property, have been conveyed and assured to the said Thomas S. Taylor and Chas. Davis, and to the survivor of them, and the heirs and assigns of such survivor, viz: The east half of the south-east quarter section four; the southeast fractional quarter of section five; the fractional section nine; the west half and north-east quarter of section ten; the west half and the east fractional half of section eleven; the fractional section fourteen; the south half and north-west quarter of fractional section fifteen; the fractional section twenty-two; the fractional section twenty-three; the fractional section twenty-four; the fractional section twenty-five; the fractional section twenty-six; the fractional section twenty-seven; the fractional section thirty-five; the fractional section thirty-six; all lying in township number seventeen, in Alexander county aforesaid; containing together, three thousand nine hundred and eighty-two acres more or less. [Excepting and reserving thereout, the following described piece or parcel of land, conveyed by deed poll, bearing date the 27th day of August, 1838, executed by William Day, by his attorney in fact Ethan A. Hitchcock, to Elijah Willard, Commissioner of the Board of Public Works,
for the use of the State of Illinois, for a Rail Road Dépôt, to wit: beginning at a certain point designated by a permanent and substantial stake, marked O, on the bank of the Ohio river, and being the point at which the Central Rail Road line strikes the bank of the said river, being seven hundred and one feet due north of the line between the north half and south half of section twenty-five, and running from said point in a south-westerly direction along the bank of said river to a certain station designated by a like stake marked A; running thence, from said last mentioned stake due west, parallel with the Central Rail Road line to a certain station designated by a like stake marked B; thence running from said stake marked B, due north to the Central Rail Road line, three hundred and thirty feet; said point being distant six hundred and sixty feet from the point of starting; thence continuing in the same direction due north three hundred and thirty feet to a certain station, designated by a like stake marked C; thence running east to said Ohio river to a certain stake on the bank marked D; thence running from said last mentioned point along the bank of the Ohio river to the point of starting; containing about ten acres, be the same more or less.—And excepting and reserving thereout, also, the following described lot or piece of land heretofore conveyed by the New York Life Insurance and Trust Company to the Insurance and Trust Company of Illinois; to wit: Fronting on the Ohio river or levee seventy-five feet, and running back in depth one hundred and fifty feet, the south-east corner of said lot, or piece of land being distant two hundred and eighty-eight feet from a black walnut post sunk six feet in the ground, and based upon a lime-stone rock, at the intersection of the Ohio and Mississippi rivers; running from said post north thirty-eight degrees west, and the north-east corner of said lot being six hundred and thirty feet from the south-east corner of a stone wall upon said Ohio levee; running from said corner of said wall south thirty-eight degrees east.]

Also, the following tracts or pieces of land situate in townships sixteen and seventeen, south of range No. 1 west, formerly in Alexander County, but now partly in Alexander County and partly in Pulaski County, and state of Illinois aforesaid: No. 2488, north half and south-west quarter of section number twenty-five, containing four hundred and eighty acres; No. 2489, section number twenty-six, containing six hundred and forty acres; No. 2490, section number twenty-seven, containing six hundred and forty acres; No.
2491, section number twenty-eight, containing six hundred and forty acres; No. 2492, section number thirty-two, containing six hundred and thirty-eight acres, and forty-eight hundredths of an acre; No. 2493, section number thirty-three, containing six hundred and forty acres, and seven hundredths of an acre; No. 2494, section number thirty-four, containing six hundred and forty acres, and eighty-eight hundredths of an acre; No. 2495, section number thirty-five, containing six hundred and forty-one acres, and fifty-eight hundredths of an acre; the above being situate in township numbered sixteen; also, No. 2496, west half of section number two, containing three hundred and twenty acres; No. 2497, the north half and south-east quarter of section number three, containing four hundred and eighty acres; the two last being situate in township numbered seventeen; containing in the ten last described tracts five thousand seven hundred and sixty acres, more or less.

Together with all and singular the buildings and improvements, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof.

Now know ye, that the said Thomas S. Taylor and Charles Davis, do hereby acknowledge, testify and declare, that the said lands and premises, were conveyed to, and are now held by them, (pursuant to the agreement of the parties interested, testified by their signing and sealing these presents) to, for and upon the following terms, conditions, uses, intents and purposes, and to, for and upon no other terms, conditions, uses, intents and purposes, whatsoever, THAT IS TO SAY:—

First. The beneficial interest in said lands and premises, shall be divided into thirty-five thousand shares, of the par value of one hundred dollars each, for which certificates shall be created and issued by the said Taylor and Davis, agreeably to the form hereto annexed, marked A.

Certificates representing twenty thousand of said shares, shall be delivered to the Illinois Exporting Company, or to their order; certificates representing seven thousand of said shares, shall be delivered to Charles Davis, Attorney in fact for certain holders of bonds of the Cairo City and Canal Company; certificates representing three thousand of said shares shall be delivered to James Robertson, Richard H. Bayard, James S. Newbold, Her-
man Cope and Thomas S. Taylor, assignees in Trust of the President, Directors and Company of the bank of the United States, also holders of bonds of the Cairo City and Canal Company; provided said bonds shall have been previously surrendered to the New York Life Insurance and Trust Company, to be by them cancelled; and certificates representing the remaining five thousand shares shall be sold by the said Taylor and Davis, at public or private sale, for the best price that can be obtained for the same, the proceeds thereof to be received by the said Taylor and Davis, and constitute a fund in their hands, to be applied to defraying the expenses of the present trust, to pay Samuel Allinson, Esq., the sum of five thousand dollars advanced by him, and to the improvements of the property herein mentioned. But the party entitled to receive the certificates for the twenty thousand shares aforesaid, shall before the same are delivered to them, satisfy the said Taylor and Davis, that the title to the real estate above described is clear and free from encumbrances; or the said Taylor and Davis may retain such number of said certificates, as in their opinion will be full indemnification against encumbrances.

Second. The said shares shall be regarded as personal property, and on the death of any shareholder, his share and interest shall go to his personal representatives, and shall not descend as real estate.

Third. Transfers of said shares may be made by any shareholder, or by his agent or attorney, duly authorized, in a transfer book or books, to be kept by the said Taylor and Davis, in the city of Philadelphia, or New York, or both. No other transfer or assignment shall be valid. No transfer of shares shall be permitted, but upon a surrender of the certificate or certificates issued therefor, and no second duplicate certificate shall be issued, but upon such surrender, or proof of the loss or destruction of the original certificate.

Fourth. The said Taylor and Davis, and their successors, shall have the general management and control of all the property aforesaid, and of the proceeds thereof, pay the taxes thereon when in funds, and all the expenses incident to the creation and execution of the trust hereby declared. They may make such contracts, execute such instruments and obligations, employ such agents and laborers, make such erections and improvements on said lands, and such purchases and sales of real and personal es-
tate, leases, donations and investments, as may be necessary and expedient to promote the interests of the shareholders: but they shall not have power to bind the shareholders, either individually or collectively, to pay any debts or assessments on his or their shares, to perform any contracts for the payment of money, or for any other matter beyond the amount of funds which may come into the hands of the said Taylor and Davis.

They may from time to time declare and pay out dividends of profits and proceeds of sales to the several shareholders.

They shall exhibit annually to the shareholders at the city of Philadelphia, accounts showing in detail the situation of the property, and the amount of receipts and expenditures; and shall also exhibit a similar account whenever required by a majority in interest of the shareholders.

In making erections and improvements, leases, donations and investments, in the purchase and sale of property, and in laying out the plans of the same for a city, they shall receive such directions as may from time to time be given to them by three-fourths in interest of the shareholders; such directions, however, to be subject to the ratification and approval of the said Taylor and Davis.

They shall not be answerable for the acts, omissions, or defaults of each other, but only each for his own acts, omissions, or defaults.

They shall not be answerable for the misconduct, omission, or default of any agent or agents they may find it necessary to employ; but they shall be accountable only, for the exercise of fair and reasonable skill and judgment, as well in the appointment of such agent or agents, as in the general management of the trust hereby declared.

They shall receive such compensation for their services as may from time to time be agreed upon by them and a majority in interest of the shareholders, and in case the said parties shall be unable to agree, then the said compensation shall be fixed by the Judges of the Court of Common Pleas of the City and County of Philadelphia.

Fifth. At any time after the expiration of five years from the date of these presents, the said Taylor and Davis, or either of them, may be removed, and a substitute or substitutes appointed,
by a vote of three-fourths in interest of the shareholders: or in case of the death or resignation of the said Taylor and Davis, or either of them, at any time, the said shareholders, by a similar vote, shall designate a successor or successors; and upon such removal, or upon the death or resignation of the said Taylor and Davis, or either of them, he or they shall, on request, execute and deliver such conveyances as may be necessary to transfer to the remaining trustee, and successor, or to the successors, so much of the said trust estate and property as shall remain in his or their hands, after payment of all expenses and liabilities.

Sixth. The said Taylor and Davis, or their successors, may hereafter increase the number of shares before mentioned, whenever they may be thereunto authorized in writing, by two-thirds in interest of the shareholders, for the time being; and may sell the additional shares so created either at public or private sale, the proceeds thereof to be expended in the improvement of the unsold portion of the property herein described, or hereafter to be acquired by the said Trustees.

Seventh. No action of the shareholders shall be valid for any of the purposes aforesaid, unless the same shall take place at a meeting convened upon notice to all the shareholders, published in one or more newspapers in the City of Philadelphia, for four successive weeks; which notice shall be given by the said Taylor and Davis, or their successors, at any time when they may think proper, or whenever requested by the holder or holders of not less than one hundred shares—or at a meeting held in pursuance of an adjournment from a meeting convened upon such notice. But notice may be dispensed with, in case of any meeting of all the shareholders, or their duly authorized representatives.

Eighth. The said Taylor and Davis may, when requested by the President of the Illinois Exporting Company, issue and deliver to the order of said Company, certificates in the form hereto annexed marked B, to the amount of forty thousand dollars, the trustees retaining in their hands certificates representing two thousand shares of the twenty thousand, to which the said Company are entitled as aforesaid, with liberty to sell the shares so retained, or any part thereof, at any time, and apply the proceeds towards the payment of the certificates aforesaid marked B.

Witness the hands and seals of the said parties, this twenty-
ninth day of September, in the year one thousand eight hundred and forty-six.

THOS. S. TAYLOR, [seal.]
CHARLES DAVIS, [seal.]
and others.

Sealed and delivered in the presence of us, James S. Farmer, John Rumsey.

A CAIRO CITY PROPERTY.

At the confluence of the Ohio and Mississippi rivers: State of Illinois.

This Property embraces the whole of the City of Cairo, with all improvements thereon, and upwards of Five Thousand Eight Hundred Acres of land adjoining. Par value of each share, One Hundred Dollars.

No. 287: 15 shares: $1500

This certifies that ——, the proprietor of —— shares of the beneficial interest of the real and personal estate, in whatever the same now or hereafter may exist, held by the Trustees of the CAIRO CITY PROPERTY, agreeably to indenture, dated Sept. 29th, 1846, which shares are transferable in person or by Attorney only on the books kept by the said Trustees at New York or Philadelphia, upon surrender of this Certificate.

These shares are not subject to assessment, nor is there any personal responsibility incurred by the holder thereof.

In testimony whereof, the Trustees of the Cairo City Property have hereunto affixed their respective signatures, this —— day of ——

T. S. Taylor, of Philadelphia, Trustees,
CHAS. DAVIS, of New York,

Recorded at ——
CORRESPONDENCE BETWEEN THE SPRINGFIELD PROPRIETORS, RELATING TO THE CAIRO CITY HOTEL, AND THE OVERFLOW OF JUNE 12TH, WITH NOTES IN REPLY.

These letters are published, with a view to prevent all future misunderstandings of a similar character, upon the legal points involved, as well as upon the facts of the case.

Springfield, June 17th, 1858.

S. Staats Taylor, Esq.,
Resident Agent, Cairo,

Dear Sir:—

We are apprised most fully of the great calamity which has befallen Cairo. Had we supposed such ruin possible, we could never have been induced to expend the large amounts of money which we have, nor could we have used our influence as an inducement for others to do so.

The large sum of $318,000 has been expended by ourselves, and others of Springfield, in the purchase of property, and its improvement, at Cairo; and the people of Springfield themselves, under the strong assurances made to them by the Cairo City Company, have invested, and induced others to invest, no less than from $150,000 to $200,000 in buildings alone.

By this calamity, which might have been prevented, if the Company had thrown around the City such complete protection, as they were bound, by interest, and by legal contract with purchasers, to do, (1), this property has been rendered comparatively valueless. Nothing but prompt action and judicious plans, on your part, can save your city and our property alike, with that of others, from utter ruin, or at least from such a set-back as will require the work of years to regain.

Already is the sentiment fast gaining ground upon the public mind, that Cairo is hopelessly ruined. This sentiment must be met at once, and contradicted, at whatever cost. (2)

Let this conviction once get permanent hold, and the expenditure of millions, and the lapse of much time, will be needed to
change the current of mind, and give it permanent direction toward Cairo again. On the contrary, if decisive measures, such as it is in your power now to adopt, should be put into immediate execution, the effect of the calamity, great as it is, will soon pass away. (3)

We feel that the company are both legally and morally bound to fully restore those who have sustained this damage, to their former position before the flood. (4) Independent of their legal obligation, we deem it to be the highest interest of the Company, to institute the most prompt and vigorous measures, not only to restore to those who have suffered loss, but to so act, as to satisfy the public mind, at once, that the Company themselves are not disheartened, but that they are ready, promptly, to do justice to every one, who has sustained damage by the overflow of water. Such a course, we feel assured, will inspire immediate confidence, and the public mind will again settle down in favor of Cairo's being a great City, even before the present high waters subside. (4)

We think, also, that the Company should give stronger evidence now, than ever before, that they intend, at once, to proceed with the building of a permanent embankment; such a one as the present experience shows to be necessary. Thus can they satisfy the most skeptical, that another calamity of this nature would be absolutely impossible.

In our judgment, the Company should seek to inspire all those who had made Cairo their home, and who had made improvements there, however trivial in amount, that they will be immediately aided, and fully restored to their property. This would establish confidence, against which no tide could successfully flow. But this must be done promptly; must be done at once. The people who have settled there should not be suffered to scatter, if possible to prevent it. They should be aided and encouraged at once, with the idea that as the storm is over, and the floods are past, they shall be made good again, and their future secured beyond a contingency. (5)

Many of the subscribers to this letter own stock in the Cairo Hotel Company; and we think that, as soon as the waters subside, you ought to rebuild the fallen building, at least to a point where the Company had carried it, before the levee gave way.

Should you think the policy, which we have thus briefly stated, the best one to adopt, it seems to us that not one moment of time
should be lost, in making it known, by proclamation far and wide. This course would effectually counteract any permanently bad effect, and might give new impetus to the growth of Cairo. The deposit, which has been carried into the City, will be of advantage, rather than any permanent injury.

Through the medium of the public press, all eyes are turned, just now, in the direction of Cairo; and while attention is riveted in that quarter, no time is so favorable as now, and no means is so available as the press of the country, to set the mind at rest, in favor of Cairo. There are various ways of employing such a medium as the public press, which your own mind will suggest; but we cannot too strongly urge its prompt and immediate use. (6)

Public sympathy might now be relied upon, to a large extent. Cairo, though worse afflicted, has been overtaken by a calamity which has befallen almost every city and town in the Mississippi valley, to a greater or less extent. This superior affliction may, by timely action, be made to bear rather favorably than otherwise; and the waters of public opinion, which now inundate the prospects of Cairo, may be made to subside as rapidly, as those of the Mississippi will retire, now that the storms are past.

J. A. MATTESON, THOS. H. CAMPBELL,
JOHNSON & BRADFORD, LOTUS NILES,
R. F. RUTH, P. WENEMAN,
JOHN E. OUSLEY, T. C. CONKLIN,
W. D. CHENERY, D. A. BROWN,
H. WALKER, CALEB BURCHELL,
T. S. MATHER, J. W. CHENERY,
J. T. SMITH, PRIESTLY & EASTMAN,
JOHN E. ROLL, L. R. KIMBALL,
JAS. S. SMITH, WM. JAYNE,
T. A. RAGSDALE, J. L. LAMB.

NOTES TO THE FOREGOING.

1. There was no such contract ever made. Honest opinions and conscientious representations only, were made, of which the parties purchasing were always able to judge; having the City of Cairo, with all its defences before them, and all the agreements with the Ill. Central R. R. Co., lying open for their inspection.
2. Ample confirmation is found here, as to the mischievous character of the newspaper reports complained of.

3. All that is here recommended, and more, will be done. See the resolutions adopted at the meeting of Sept. 29th, 1858.

4. The gentlemen whose names are affixed to the foregoing letter will find their leading views corroborated by the proceedings referred to above, though the facts relied upon, the points urged, and the legal questions involved, are very differently understood by the Trustees and their Counsel.

5. The population have not been suffered to scatter, as will be seen by the report of the General Agent, and the most liberal course of action has been recommended by the Executive Committee, and authorized by thirty-four thousand votes.

6. Notwithstanding these urgent recommendations to "employ the public press," the Trustees have preferred to vindicate the reputation of Cairo by deeds rather than by words, and not to forestal public opinion. All they ask is "a fair field, and no favor."

---

LETTER FROM MR. N. W. EDWARDS, AGENT OF THE CAIRO CITY HOTEL COMPANY, AND CO-PROPRIETOR THEREIN.

SPRINGFIELD, ILL, June 17th, 1858.

MR. S. S. TAYLOR:

Dear Sir:

Owing to my official connection with the Cairo City Company, I declined signing a letter addressed to you by those of the citizens of Springfield who have purchased property in Cairo. As the most of them are men of very great influence, and have been induced to expend a very large amount of money in the improvement of Cairo, I think their suggestions should be duly considered, and if you have not the authority to act, it is their request that you should forward as early as possible a copy of their communication to the Trustees.

It was the unanimous opinion of the meeting that a proclamation of the character alluded to in their letter should be immediately published. On the lots purchased by the citizens of Springfield, and those who purchased in partnership with me, there have been erected fifty-one houses, eleven of which, including the Hotel building, have cost one hundred and forty-five thousand
dollars, and the remainder could not have cost less than thirty-two thousand.

At the same meeting it was also unanimously requested, that a letter submitted by Mr. Conkling should be signed by him in his official capacity as Treasurer of the Cairo City Hotel Co., and forwarded to you in connection with the one signed by the citizens of Springfield.

Very truly yours,

N. W. EDWARDS.

LETTER FROM THE PRESIDENT AND TREASURER OF THE CAIRO CITY HOTEL COMPANY—WITH NOTE.

Springfield, Ill., June 17th, 1858.

S. S. TAYLOR, Esq.:

Dear Sir:

A number of the citizens of Springfield, who are interested in the success of Cairo, and who have liberally invested their means for the purpose of promoting its prosperity, as well as of benefiting their own fortunes, assembled together this afternoon to consult upon its condition and prospects, and to devise some means, if possible, by which it may be relieved from the difficulties in which it is now involved by a disastrous flood, and to re-establish it upon a firm and enduring basis. When it is remembered that the citizens of this place have expended upwards of $300,000 in purchasing lots and erecting buildings, many of them elegant in their appearance, and substantial in their character, under all ordinary circumstances, you will readily admit that they are sufficiently interested to justify them in making some suggestions, by which they hope they may not only be able to save themselves from heavy loss, but also benefit a portion of the residents of Cairo who have been deprived of a home by a sudden and overwhelming calamity, and especially by which they trust the confidence of the country may be sustained in the ultimate success of that City, and the reputation of its owners for a sagacious liberality, undeviating justice and untiring energy, may be sustained.

They believe that by the immediate adoption of a prudent policy and liberal measures, the disastrous consequence, which may otherwise be apprehended, will be averted, and Cairo, instead of being
destroyed by her present misfortune, will speedily recover her former position, and rapidly increase in population and wealth.—But this will depend almost entirely upon the prompt decision, and wise determination of its stockholders, before public confidence in its restoration shall be lost, and before the sentiment shall begin to be entertained that Cairo is to be abandoned to its fate.

In view of the immense wealth of its owners, and of the millions of dollars involved in the success or abandonment of the enterprise; in view of the many inducements held out to capitalists by the agents of the Cairo Company, to invest their means in that locality, and of their sincere, but unfortunately, ill-grounded representations, concerning the enduring character of its embankments; in view of the pecuniary loss and hardships sustained by those who have suffered by this irruption of the flood through those embankments, which they were induced to believe were firm and substantial, and sufficient to meet any emergency, they believe that a sagacious and discerning generosity, if not the most strict and impartial justice, requires that the buildings and improvements which have been injured and destroyed, shall be restored by the Cairo Company, to the condition in which they stood at the time when they were overwhelmed by this disastrous calamity.

In comparison with the immense benefits to be derived by the Company from the immediate adoption of this policy, the citizens of Springfield above alluded to, believe the expense will be trifling and unimportant. The whole country will perceive in it a guarantee that those who are, in good faith, endeavoring to build up the City, will be protected to the fullest extent, in the investment, from all loss resulting from the acts of the Company, (1) and a determination on the part of its stockholders to do the most ample justice to all parties concerned, and especially it will afford the most conclusive evidence that they themselves have an abiding confidence in the triumph of their enterprise, and that they have the ability to bring it to a successful termination.

WILLIAM BUTLER,
President of the Cairo City Hotel Company.

JAMES C. CONKLING,
Secretary and Treasurer of the Cairo City Hotel Company,
Most fully and cordially concur in the sentiments contained in the above, and earnestly recommend them to the favorable consideration of the Company.

JOHN MOORE.
NOTE TO THE FOREGOING.

1. However unreasonable these expectations, and however ill-founded, in law, upon the facts of the case, it will be seen by the foregoing Report, and by the proceedings thereon, that a course of action has been adopted, which will be likely to satisfy all the sufferers, though with a distinct understanding that the Trustees deny their liability, both at law, and in equity, for the damages done by the flood, at Cairo, whether little or much; and insist that their action, here and now, shall not be considered a precedent hereafter.

LETTER FROM THE GENERAL AGENT,—S. STAATS TAYLOR.
Cairo, Ill., June 20th, 1858.

Messrs. Thomas S. Taylor,
Chas. Davis, Trustees &c.:

Gentlemen,—

I enclose some documents addressed to me by Gov. Matteson and his associates. The paragraph in the letter from Springfield about your paying the cost of the Hotel is decidedly rich, when it is known that the fall of the Hotel has been looked for by good mechanics here since last fall, from the insufficiency of the foundations.

I enclose some newspaper slips. I have addressed short communications and telegrams to Chicago and Cincinnati papers, as well as St. Louis.

The old logs and rubbish are now running out of the town at a point through the Mississippi levee, about half a mile from the point of the rivers, and I have been engaged all day with the ferry boat in keeping that crevasse clear to let the logs get out. It affords a fine opportunity of clearing out the old logs and trunks of trees.

From an examination I made of the levees yesterday, I find that at the original crevasse, besides the space where the water goes through the levee about three hundred feet, it runs over the top of the levee immediately adjoining about an additional three hundred feet. The water also runs over the top of about 2-3 rod of the new levee constructed this last winter from the river into the space within the levees. Also over the top of the small levee built by Capt. Long in 1852, from the inside outwards also
through the Mississippi levee, as I mentioned above, about half a mile above the confluence of the rivers. This last named crevasse is about one hundred feet wide, and I do not think it will increase in width. The water in the rivers continues to rise, and is to-day forty feet six inches above low water mark. Where it is over the levees, they are below grade. If the levees had been up to grade, and of sufficiently solid construction, the disaster would not have occurred.

Mr. Edwards sent me from Springfield the enclosed telegram, to which by direction of the relief committee I replied that we had no sufferers, and did not wish any collections made for our citizens.

A letter written in the St. Louis Republican puts words into my mouth about building the levee eighty feet wide all about the city, for which I am not responsible. What I do say to all is, that in my estimation, the levees will be renewed without delay, and constructed of such height and width as to afford protection against even such a flood as the present, and inspire renewed confidence in the place.

Mound City has about four feet of water over her, and has not as much dry ground as we have.

I inclose a note received to-day from Mr. Edwards.

Be good enough to send me a copy of this letter.

The telegraph line is continually down. I write in haste for the mail.

Very respectfully,

Your ob't serv't,

S. STAATS TAYLOR.

SECOND LETTER FROM THE PRESIDENT AND TREASURER OF THE CAIRO CITY HOTEL COMPANY,—WITH NOTES.

SPRINGFIELD, ILL., July 8th, 1858.

S. S. TAYLOR, Esq. :

Dear Sir:

We notice that the Stockholders of Cairo City are requested to meet at Philadelphia on the 15th inst. We presume one of their objects is to take into consideration the course of action to
be adopted by them concerning the damages which resulted from the recent flood. In behalf of the Cairo Hotel Company, we desire they should not only consider the communication heretofore transmitted by us to you, which was general in its character, and had reference more particularly to what might be deemed politic on the part of the Cairo City Company, but we wish to propose now, more distinctly for their consideration, the position of the Cairo Hotel Company.

In the publications made by the Cairo City Company, under date of January 15th, 1855, and in their pamphlet issued in 1856, various inducements were held out to capitalists to invest at Cairo City; and the strongest language was used in regard to the stability and permanency of its levees. (1) It was said that they would afford a complete protection from overflow at any stage of water, however high. (2) That the expense of the levee was provided for by the Trustees of the City property. That it would entirely encompass the City, and was to be 80 feet wide on the top, and that an inundation was an impossibility, and that "human ingenuity had successfully opposed a barrier, even to the chance of an overflow" and that "gigantic works had marked the Rubicon which even the mighty Father of Waters could not overstep."

These works, it was represented, had been commenced, and progress had been made in their construction "for the interests of property-holders." (3)

The Cairo Hotel Company then, as well as other property-holders, had a right to expect that their property would not only be fully protected by the ordinary levees as was represented, but that the new levee would have been finished within a reasonable time, and that prompt and energetic measures would have been taken to secure them against any loss that might arise from weak and imperfect levees. (4)

These representations were published to the world, and extraordinary efforts were made to impress the minds of the community that Cairo City was beyond the reach of any contingency arising from floods, until the conviction was well established, and it was generally believed that the Cairo City Company had effectually provided against any danger that might be apprehended from this source. (5)

The events of the last few weeks, however, abundantly testify that said embankments were not secure, that the Company had not
fully protected the interests of property-holders in said City; that those who had been induced to invest there, upon said representations, have sustained great loss, and that although the "purchasers of lots may not be taxed or charged for the construction of said levees," they will be heavily charged for the want of their construction, unless the Cairo City Company relieve them in some way from their loss.

In consideration of the premises, the undersigned in behalf of the Hotel Company, would respectfully represent to the Stockholders of Cairo City, that said Stockholders ought to assume the responsibility of said loss and damage, that this is the just and reasonable view of the case, and that the claim of the Hotel Company is not only founded upon sound reason and good faith, but that by the established rules of law, the Cairo City Company and their Trustees are bound to indemnify the Hotel Company for all the losses sustained, by reason of the insufficiency of the levee to protect the City. (6)

The undersigned therefore hope that said Stockholders will promptly make such arrangement as will justify said Hotel Company in prosecuting their work without delay, in which, prior to the flood, they had met with severe losses and discouragements; and that said Hotel Company may be enabled by said arrangement to complete a building, which they designed should not only be calculated to promote the comfort and convenience of the travelling community, but which should be an ornament to the City of Cairo.

Very Respectfully, Your O'bt S'v'ts,
WILLIAM BUTLER,
President of Cairo City Hotel Company.
JAMES C. CONKLING,
Secretary and Treasurer of said Hotel Company.

NOTES TO THE FOREGOING.

1. The "strongest language" referred to here will be found repeated in the communication from the General Agent, to the Trustees, at the meeting of Sept. 29th; and by every word of it they feel bound, and are willing to abide now and hereafter. All the promises were prospective, and founded upon a justifiable belief.

2. And this, their belief, was founded upon all past experience, upon careful surveys, many times repeated by eminent engineers, and upon the testimony of unimpeachable witnesses. Their expectations were well
founded, and not unreasonable, as the adverse parties knew, and acknowledged by their acts, for they were able to judge for themselves, and asked for no other deed than that which had always been given. And what, after all, do the Trustees promise, in the publication cited? Only that certain things "would be done" thereafter; and that when done, there would be no possible danger from overflow. And they say the same thing now. They expected the levee to be completed by the Ill. Central R. R. Co., as promised, and paid for; and they tried in every way to have it done, short of bringing them into a Court of law, while under overwhelming embarrassment; and if they had fulfilled their undertaking, it is clear beyond all question, as the foregoing documents prove, that Cairo would not have been flooded in June last, notwithstanding the unexampled rise of both rivers.

3. Were not these representations true to the very letter?

4. Under all the circumstances, the fault being that of the Ill. Central R. R. Co., and not of the C. C. Proprietors, or their Trustees, would this be a just or reasonable expectation?

5. Undoubtedly the belief here mentioned was very general, and not only very general, but well founded.

6. So far as the claims of the Hotel Company are concerned, or what are denominated the "established rules of law," we have to refer all parties interested, to the foregoing Reports.

In corroboration of all that is above said, of the forbearance of the Trustees, toward the Illinois Central R. R. Company, and of their reasons, we subjoin the following—

EXTRACT FROM CORRESPONDENCE OF THE TRUSTEES WITH S. STAATS TAYLOR.

Office of the Trustees of the C. C. P.,

October 16, 1857.

S. Staats Taylor, Esq., Agent, &c.,
Cairo, Ill.

Dear Sir:

"The abrasion on the Mississippi side, to which you refer, required the immediate attention which you are giving to it, and we entirely approve of the course you have adopted in pushing on the work of protection. I very much fear that the suspension and assignment of the Ill. C. R. R. Co. will cause us trouble and perhaps, some difficulty in our reclamation on them for the cost of work which we may do for them in consequence of their default, but it
will not do to let the property be injured by this abrasion for want of the disposition or ability at present, of the Ill. C. R. R. Co. to perform their contract with us, and if they cannot do it now, I have confidence in their ability ere long to respond to our just demands, and that their sense of what is right will induce their disposition to do it."

BALANCE SHEET, TRUSTEES CAIRO CITY PROPERTY, SEPTEMBER 29, 1858.

<table>
<thead>
<tr>
<th>DR.</th>
<th>CR.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Illinois Exporting Co., for Certificates B,</td>
<td>$45,104.17</td>
</tr>
<tr>
<td>7 Certificates B,</td>
<td>$500</td>
</tr>
<tr>
<td>19 Charles Davis,</td>
<td>2,498.88</td>
</tr>
<tr>
<td>32 Improvements and Expenditures,</td>
<td>47,137</td>
</tr>
<tr>
<td>43 Thomas S. Taylor,</td>
<td>4,826.17</td>
</tr>
<tr>
<td>50 Cairo City Property,</td>
<td>4,186,583.30</td>
</tr>
<tr>
<td>57 Loan on Convertible Shares (100,),</td>
<td>2,000</td>
</tr>
<tr>
<td>68 Shareholders,</td>
<td>4,000,000</td>
</tr>
<tr>
<td>71 Illinois Exporting Co., by D. B. H., Pres't.,</td>
<td>5,325.89</td>
</tr>
<tr>
<td>73 Interest,</td>
<td>9,914.75</td>
</tr>
<tr>
<td>75 Elihu Townsend,</td>
<td>6,128.18</td>
</tr>
<tr>
<td>82 Bonds for Loan of $100,000,</td>
<td>6,000</td>
</tr>
<tr>
<td>87 Henry C. Long,</td>
<td>275.51</td>
</tr>
<tr>
<td>91 Sales of Cairo City Property,</td>
<td>664,982.13</td>
</tr>
<tr>
<td>95 Edward McCarthy,</td>
<td>35</td>
</tr>
<tr>
<td>116 S. Staats Taylor, Agent,</td>
<td>11,364.04</td>
</tr>
<tr>
<td>120 Rent,</td>
<td>412.50</td>
</tr>
<tr>
<td>121 Rent of Hotel,</td>
<td>1,785</td>
</tr>
<tr>
<td>130 Charles Davis, Cash ac.,</td>
<td>3,652.23</td>
</tr>
<tr>
<td>140 Hotel,</td>
<td>20,160.05</td>
</tr>
<tr>
<td>146 Bonds and Mortgages,</td>
<td>289,356.26</td>
</tr>
<tr>
<td>150 Cemetery of the Lotus,</td>
<td>741.52</td>
</tr>
<tr>
<td>156 Steamboat, Dan. Pollard,</td>
<td>11,442.77</td>
</tr>
<tr>
<td>158 Levee,</td>
<td>50,835.17</td>
</tr>
<tr>
<td>160 Illinois Central R. R. Co.,</td>
<td>1,645.84</td>
</tr>
<tr>
<td>164 Cairo City Bonds,</td>
<td>5,800</td>
</tr>
<tr>
<td>166 Cairo Weekly Gazette,</td>
<td>4,057.09</td>
</tr>
<tr>
<td>168 Property bought in under Tax Sales,</td>
<td>118.16</td>
</tr>
<tr>
<td>170 Cairo Journal,</td>
<td>100</td>
</tr>
<tr>
<td>172 Cairo City Ferry Company,</td>
<td>2,956.75</td>
</tr>
</tbody>
</table>

$4,692,918.93  $4,692,918.93

E. & O. E.

T. S. TAYLOR, Trustee of C. C. P.
AGREEMENT.

THE ILLINOIS CENTRAL RAILROAD COMPANY, WITH THE TRUSTEES OF THE CAIRO CITY PROPERTY. JUNE 11th, 1851.

MEMORANDUM OF AN AGREEMENT made provisionally, this eleventh day of June, one thousand eight hundred and fifty-one, between THOMAS S. TAYLOR and CHARLES DAVIS, Trustees of the Cairo City Property, of the first part, and the ILLINOIS CENTRAL RAILROAD COMPANY, of the second part.

1. It is hereby mutually agreed, that proper deeds, conveyances and instruments necessary to secure the performance of this agreement, shall be executed by the respective parties hereto, when prepared in due form of law and with accurate descriptions.

2. It is also agreed, that the site of Cairo City, substantially as shown on a map thereof made by H. C. Long, dated June, 1851, and annexed hereto, shall be established by the parties of the first part, and maintained by them against the abrasion and wear of the waters of the rivers; and that all the constructions, of whatever nature, for the purposes of forming, maintaining and protecting the site of the city, shall be made by and at the cost of the parties of the first part.

3. It is agreed, that this site shall be encompassed entirely by a levee or embankment of adequate height to exclude the waters of the rivers at any stage or rise of the same now known, to be established for the purpose of this agreement by the engineers of both parties, which shall be so formed and graded as to furnish a street or roadway as nearly level, transversely, as may be deemed proper, of not less than eighty feet in width, and beyond the width adopted for the level street or roadway, to slope toward the rivers, on a descent of one foot in five, to the natural surface of the land—which slope is to be continued towards the river, to a point to be selected by the engineers at low water mark; but a level surface (transversely) may be introduced between the slope of the levee or embankment, and the slope down to low water mark, in case the width of the bank between the water and the levee should make it necessary or expedient, and it should be so arranged by the engineers of both parties. All of which embankment or levee or slopes, and intermediate level, if any there be, shall be made, formed and graded by and at the cost of the parties of the second part.
4. It is agreed, that the location of the levee or embankment shall be such as will supply from the excavation and removal of the earth forming the slope to the low water mark, all the earth necessary for the formation, grading and construction of the levee or embankment, with only such variations in the plan as the engineers of both parties may agree upon as absolutely necessary.

5. It is agreed, that when the levee street is formed and graded of a width not less than eighty feet on the top, and the slope of the levee wharf formed and graded, that the same shall be considered as completed under this agreement, and that no further protection or construction, such as paving, planking, &c., shall be required of the parties of the second part; but all repairs, works or constructions which may thereafter become essential and necessary for the preservation, maintenance and repair of the levee or embankment shall be made by and at the cost of the parties of the second part; and such as may be essential and necessary for the preservation, maintenance and repair of the level in front of the levee or embankment, and of the slopes or levee wharf, shall be made by and at the cost of the parties of the first part, except in front of those parcels of land to be appropriated to the parties of the second part, extending to and into the waters of the rivers, where the level, slopes or levee wharf shall be maintained and repaired by and at the cost of the parties of the second part, but not so far as to discharge the parties of the first part from the agreement to establish and maintain the site of the city No. 2.

6. It is agreed, that the parties of the second part may, whenever they may see fit, lay down, construct and operate a single or double line of rails, of such form or rail, gauge, and manner of construction, as they deem judicious, upon or along the levee or embankment, or any part thereof; and may use the same for the transportation of passengers, goods and merchandise, by steam or other power—subject only to such reasonable and just rules and regulations as to the use of their tracts, as may be made and imposed by the proper authorities of Cairo City for the time being; but no rules or regulations shall be imposed, or if imposed need be respected, which in effect would essentially impair or entirely destroy the right of constructing and operating the tracks on the levee or embankment.

7. It is agreed, that cross levees or embankments shall be made and maintained by and at the cost of the parties of the second part,
of adequate height and width for the purposes proposed for them, which shall cross from the levee or embankment on the Mississippi, to that on the Ohio, one of them on and upon the strip of land colored blue on the annexed map, and marked A, and the other upon the strip of land at the northern boundary of the city, also colored blue on the annexed map, and marked B; but no public streets or highways are to be laid out upon these levees or embankments, except to cross the same nearly or exactly at right angles; and the tracks and rails laid thereon are not to be subject to any rules or regulations other than those which are imposed upon the parties of the second part by their act of incorporation and the laws of the land.

8. It is agreed, that the parties of the second part shall proceed with due diligence in the construction of the cross levee or embankment on the lower strip marked A, and of the levee or embankment below the same, and entirely around the point of the city, at the confluence of the rivers, as shown on the map, but that they may postpone to such time as they may deem reasonable and proper, the construction of the cross levee or embankment on the upper strip of land, marked B, and the levees or embankments to connect with those previously constructed on the lower portion of the city.

9. It is agreed, that the parties of the second part may locate their railroad from the northern line of Cairo City, upon the line of the width of roadway shown on the annexed map, being 100 feet, to a point to be established and fixed by the engineers of the two parties, in the northern line of the cross strip of land colored blue, and marked A, on the annexed map, and below and south of that point on and over all the land colored blue, on said map, to be surveyed and described by metes and bounds; and also on and over all the lands also colored blue on the annexed map, above the northerly line of the strip marked A, on each river, to the northerly line of the city; and also on and over the strip of land marked B, including in the preceding description the station lots, depot grounds and levee wharves shown on the said map, and colored blue.

10. It is agreed, that when the above location shall have been made according to law, that deeds of release and cession shall be made, executed and delivered by the parties of the first part, to the parties of the second part, in consideration of the agreement
on their part, for the construction and maintenance of the levees, embankments and slopes above described, of all the lands and premises to which reference has heretofore been made, and which on the annexed map are colored blue, and which are to be particularly surveyed, and accurately located and described, to hold the same absolutely and in fee simple, for the uses and purposes of the said railroad, and its business, and for the transportation of passengers, goods and merchandize, and the station accommodations, storage, receipt, delivery and safe keeping of the same, and for the machine and repair shops, engine and car houses, turn tables, water tanks, and generally for all the wants and requirements of the railroad service, so long as the said parties of the second part, shall continue to use, occupy and operate the same for the purposes above intended.

11. It is agreed, that the parties of the second part, may lay down, maintain and operate their lines of tracks and rails, upon the above described lands, in such manner and form as they may deem proper; and may use thereon steam, or other power of any kind, subject only to the general liabilities of land owners, as to the use of their property, but exempt from any special rules or obligations imposed or attempted to be imposed by the parties of the first part, or any and every grantees or grantee of the Cairo City Property.

12. It is agreed, that the tracks or lines of rails of the parties of the second part, to be laid down on the strip of land, of one hundred feet in width, running entirely round the city, shall be laid as nearly as may be, at and under each street crossing, upon the natural level or grade of the land, in order to gain as much elevation as possible under the bridges, to be erected by the parties of the first part, and each and every street crossing, but the grade may vary from the natural surface at all other points, as the parties of the second part may see fit.

13. It is agreed, that the cross streets are to be located by the parties of the first part, across and over the strip of land mentioned in the preceding article, with a space of at least four hundred feet between them; and are to be graduated so as to cross the strip of land on bridges, with at least sixteen feet of space above the rails of the parties of the second part, for the passage of engines, and that no crossing shall be laid out to cross the tracks in any other way, than with sufficient space below it for the passage
of engines, and that no crossing shall be laid through or upon any of the station or depot lands.

14. It is agreed, that the parties of the first part, are to build and maintain all the bridges or street crossings, at their expense and cost, and that the parties of the second part, are to drain and protect the strip of land above mentioned, by sewers, drains, culverts and fences, at their expense and cost.

15. It is agreed, that the parties of the second part, shall release and convey to the parties of the first part, all their right, title and interest of, in, and to a certain depot lot in the city of Cairo, containing ten acres of land, conveyed to them by the State of Illinois, by deed dated the twenty-fourth day of March, one thousand eight hundred and fifty-one, recorded on the day of one thousand eight hundred and fifty-one, and also of, in, and to all the roadway of the railroad heretofore located in the city of Cairo, and also conveyed to them by the above mentioned indenture, so far as the same may not be included within the boundaries of the lands and premises, which are intended to be conveyed to the parties of the second part, under this agreement.

16. Finally, it is agreed, that in case of the necessity of any further covenants or arrangements to carry out the purposes of this agreement, or explanatory of the same, but not to essentially modify or impair the same, that both parties will proceed to adjust and execute the same, in the full spirit of mutual confidence in which this agreement has been negotiated and settled, and that in the event of any misunderstanding or disagreement of any kind, or in any way connected with this agreement, its purposes and object, that the points of disagreement or dispute shall be reduced to writing, and in that form submitted to the arbitrament and decision of three referees, to be chosen in the usual manner.

In Witness whereof, the said parties of the first part, have hereunto set their hands and seals, and the said parties of the second part have caused their corporate seal to be hereunto affixed, and these presents to be signed by Robert Schuyler, their President, the day and year first above written.

Sealed and delivered in presence of

THE ILLINOIS CENTRAL

Railroad Company, by

Wm. Talmage,

S. Alofsen.

ROBT. SCHUYLER, [Seal.]

Pres't, &c.

T. S. TAYLOR, [Seal.]

CHS. DAVIS, [Seal.]
STATE OF NEW YORK,
CITY AND COUNTY OF NEW YORK,

Be it remembered, that on the fourth day of August, one thousand eight hundred and fifty-one, before me, the subscriber, a commissioner in said city of New York, appointed by the Governor of the State of Illinois to take the proof and acknowledgement of deeds and other instruments in writing, to be used or recorded in said State of Illinois, appeared Thomas S. Taylor and Charles Davis, personally known to me to be the individuals described and who executed the within deed, and severally acknowledged to me that they had executed the same. And on the same day also personally appeared before me Robert Schuyler, known to me to be the President of the Illinois Central Railroad Company, described in and also executed said deed, and being by me duly sworn, deposed that he was the President of the Illinois Central Railroad Company aforesaid, that the seal affixed was the corporate seal of said Company, and was thereto affixed by the authority of the Board of Directors of said Company, and that he resided in the Fifth Ward of the city of New York. Witness my hand and seal.

[seal.] WM. TALMAGE,
Illinois Commissioner in the city of New York.

STATE OF NEW YORK,
NEW YORK CITY AND COUNTY,

Be it remembered, that on this twelfth day of March, in the year one thousand eight hundred and fifty-three, in the city and county aforesaid, before me, Joseph C. Lawrence, residing in said county, duly appointed and commissioned by the Governor of the State of Illinois, to take the acknowledgement and proof of the execution of deeds, and other instruments of writing, to be used or recorded in said State of Illinois, personally appeared Charles Davis, who is personally known to me to be the individual described in, and who executed the said deed, and on the same day personally appeared Robert Schuyler, who is personally known to me to be the President of the Illinois Central Railroad Company, who being by me duly sworn, says that he knows the corporate seal of the said Company, that the seal affixed to the foregoing deed is the corporate seal of said corporation, and was so affixed by the order of the Board of Directors of said Company, and that he signed his name thereto by the like order, as President of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as Commissioner of the said State of Illinois, at my office in the county of New York, this twelfth day of March, A. D. 1853.

(Signed,) JOSEPH C. LAWRENCE,
Commissioner of the State of Illinois
for the County of New York.
65 Wall street, New York.
In addition to the foregoing vast consideration of land and privileges, granted to the Illinois Central Railroad Company, Five Thousand Shares of the Cairo City Stock were conveyed to the order of the Directors of that Company, by the Trustees of the Cairo City Property, as appears by the following extract from a circular published by them in November, 1854, for the information of the Shareholders, and of all others interested, or wishing to become interested therein.

"In the year 1851, the Trustees made the most advantageous arrangements for the property, by which they secured the construction of the Illinois Central Railroad from Cairo, as its southern terminus, to Chicago and Galena; and by which they also secured the completion of the levees of the most permanent character, and enclosing the whole site of Cairo by the said Illinois Central Railroad Company, and at its expense. These arrangements were perfected by the Trustees, by an authorized expenditure or issue of five thousand new shares in the "Cairo City Property," and by donations of the land at Cairo needed for railroad and other purposes."

---

AGREEMENT.

THE ILLINOIS CENTRAL RAILROAD COMPANY, WITH THE TRUSTEES OF THE CAIRO CITY PROPERTY, MAY 31st, 1855.

MEMORANDUM OF AN AGREEMENT made and entered into this the thirty-first day of May, 1855, between THOMAS S. TAYLOR, of the city of Philadelphia, and CHARLES DAVIS, of the city of New York, Trustees of the CAIRO CITY PROPERTY, in the State of Illinois, of the first part, and the ILLINOIS CENTRAL RAILROAD COMPANY, of the second part.

Whereas, the said parties did on the 11th day of June, A. D. 1851, make and enter into a certain agreement with each other, relative to the deeding and conveying certain property at Cairo, by the said first, to the said second party, and in consideration thereof for the construction of certain levees and works, for the protection of the said city of Cairo from the waters of the Ohio and Mississippi rivers, by the said party of the second part; and,
Whereas, the said deed and conveyances have been executed, delivered and accepted, and a part of the levee to be constructed on the Ohio river, had been begun and partly completed, and in other respects said contract remains to be executed; and,

Whereas, for the purpose of obviating misunderstanding, as well as because remonstrances seem to render it expedient, it has been deemed best to modify the said contract in one or two particulars, as well as to render more clear its meaning in others; now, therefore,

This Indenture Witnesseth, That for the consideration named in said agreement, and in consideration of the premises, and of one dollar by each of the parties hereto paid to the others, the receipt whereof is mutually confessed, it is agreed by the said parties as follows, to wit:

First. The said second party agrees that the levee upon the Ohio river, now under construction, shall be completed to low water mark, which has been designated and fixed by the engineers of both parties, at a point forty-two feet below the grade line of the levees, as soon as the condition of the river will permit, and the paving in front of the lots of land conveyed by the said first parties to the said second parties, under the agreement of the eleventh of June, required to be done by the parties of the second part before mentioned, shall be prosecuted and completed by the second parties with all convenient dispatch; and the first parties shall in like manner prosecute and complete the pavement in front of the remainder of the said levee, when completed as above.

Second. The said first party agrees, that the completion of the remaining parts of the levee agreed upon and described in the said agreement of June eleventh, and the construction of which was therein undertaken by the said second parties, may be postponed and shall be constructed by the said second parties, as is herein agreed, but in no way modifying the said original agreement in this respect, except as to the time of constructing and completing said levees, and that upon the condition of the construction of protective embankments, as herninafter agreed.

Third. The said party of the second part agree to maintain in good repair the protective embankment, now existing, from the point of confluence of the rivers Ohio and Mississippi, to the old cross embankment, to the height of the newly constructed levee on the Ohio river except so far as the engineers of both parties
shall deem it advisable to deviate from the present course of the same; and in case it shall be deemed advisable to deviate from it at any point, then new embankment required to be constructed by the said direction, shall be constructed and maintained by the said party of the second part, to the same height and in the same manner as they are required to maintain the present embankment.

The said second party shall and will also construct and maintain a new protective embankment upon the Mississippi river, from a point at the westerly end of the old cross embankment, to be fixed by the engineers of both parties, upon a location to be determined by said engineers of both parties, to connect with the track of the Illinois Central Railroad, and at or near the strip of land marked "A" upon the map or plan fixed to said agreement of the eleventh of June, A. D. 1851; and the work to be required for the construction and repair of the embankments herein mentioned, shall be completed before the first day of December next.

*Fourth.* The embankments above provided, but which are only provisional and temporary, substituted for the levees agreed to be constructed by the said second parties, shall be maintained and kept in repair by the said party of the second part, until the levees by them agreed to be constructed, shall be built in the manner and form as prefaced in the said agreement of 11th June, A. D. 1851. And the said second parties agree to construct and complete the said levees as fast as the business of the Illinois Central Railroad requires the extension of the track over and upon any portion of the bank of the Mississippi river which is to be protected by such embankment, whether upon the levee or on the inner track; and shall in like manner construct a similar levee or levees, upon the banks of the Ohio, between the land by the strip marked "A" upon the said map or plan, and the levee already constructed upon the bank of said river, as the business of the city of Cairo shall require it, and the parties of the first part or their successors shall require it to be done.

*Fifth.* All repair, work, or reconstruction which may be necessary after the said levees or any part thereof shall be ever completed according to agreement, to preserve and maintain in good order and condition, so much thereof as is above the natural surface of the ground, shall be made by and at the expense of the parties of the second part; but it is understood that this stipula-
tion does not include paving, planking, &c., but simply, only the grading and embankment, of the required height and width, and that paving, planking, &c., is to be kept in repair by the said first party.

Sixth. All repairs, work, or construction which may become necessary for the preservation and maintenance in good order of the remainder of the levee, or the parts thereof completed, including the levels in front, and the slopes, shall be done and made by, and at the cost of the first party, except as to so much thereof as is in front of the parcels of land conveyed to the said parties for railroad purposes, which shall be done by said second parties.

Seventh. It is further agreed, that the levees herein provided for, and agreed to be built in the said agreement of June eleventh, shall be of a sufficient height to exclude the waters of the rivers at their highest stages now known, as provided in said agreement, and not lower than the point already established by the engineers of both parties, which has been fixed and agreed upon, not less than sixty feet in width upon the top, but to be extended to the width of eighty feet against the lots of all purchasers, from the parties of the first part, and their grantees when thereto required by such purchasers or grantees, after the construction of a bank wall upon such lot or lots, to the height of the levee, which shall be constructed externally towards the rivers, in the manner provided by said agreement, and the construction of said levee, as herein agreed, shall be deemed and taken as a full compliance with the terms of said agreement.

Eighth. The parties of the second part shall examine the Mississippi bank on the track of land conveyed to them for a station, and take all steps necessary to protect the same from further abrasion, until the construction of the permanent levees, according to the said agreement of the 11th June, 1851, at their own expense.

They shall in like manner, examine and protect the point of the Mississippi river, where the abrasion has affected the old embankment, and do what is necessary to protect it for the same period, at their own expense.

They shall also survey the Mississippi river banks opposite the point nearest to the Cache river, and shall do at their own expense, what is in the report of the surveyors, necessary to protect the same from further abrasion or inroads; provided such work shall not exceed in expense the sum of $20,000; and provided
also, all the work herein provided for, as well as the said provisional temporary embankment shall be constructed under the joint superintendence of the engineers of the two parties, and be proceeded with as early as practicable.

Ninth. Except as modified by this agreement, the original agreement herein mentioned shall continue in full force and effect.

In Witness whereof, the said parties have hereto set their hands and seals, the day and year above named.

W. H. OSBORN,

[seal.]

For Ill. Cent. R. R. Co.,

by authority of Board Directors.

Signed, sealed and interchanged in presence of

(Signed) JAMES P. WHITFIELD,

(Signed) CHAS. C. JOHNSON.

STATE, CITY AND COUNTY OF NEW YORK, ss.

On this 9th day of July, 1855, before me personally appeared William H. Osborn, to me personally known to be the same person described in and also executed the foregoing instrument, and made oath before me that he resides in said city; that he is Vice President of the Illinois Central Railroad Company; that the seal affixed to said instrument is the common and corporate seal of said Company, and was affixed thereto by authority of said Company, and that he, as President of said Company, subscribed his name to said instrument by like authority.

It is executed and proved in due form of law.

Witness my hand and official seal.

JOHN BISSELL,
Commissioner of Deeds, and
Notary Public.

MINUTES OF THE PROCEEDINGS HAD AT PHILADELPHIA, JULY 15, 1858.

The Shareholders of the Cairo City Property having convened, pursuant to an advertisement on the 15th July, 1858, at the office of the Trustees of Cairo City Property, Washington Building No. 274 South Third Street, Philadelphia—and also pursuant to the authority of the Committee, consisting of Charles Macalester, L. C. Clark, and Lyman Nichols, appointed by the Chair under the Eleventh resolution of the meeting on the 19th January, 1858, there were

PRESENT — Messrs. Eben Wright, John Neal, Sam'l Allison,

On motion of Mr. J. Randall,
Harvey Baldwin was appointed Chairman.
John Rumsey do Secretary.

On motion,
The minutes of the meeting on the 19th Jan. 1858 were read and approved.

Henry Munk desires that his protest be entered upon the proceedings of this meeting, against the approval of the minutes of the Shareholders convened on the 19th of January, 1858, until further examination of them.

On motion,
Resolved, That when this meeting adjourn, it adjourn to meet on the 29th of September, 1858, at 12 M., at this said office of the Trustees of the C. C. P.

On motion,
Resolved, That Alfred Taylor and Robert E. Randall be appointed a committee to ascertain the number of Shares represented at this meeting.

They presented the following report.
Total number of Shares represented, 24,383, which was,
On motion, adopted by the Shareholders.

On motion,
Resolved, That Alfred Taylor be requested to prepare a list of the Shareholders, not represented at this meeting.

A copy of a letter from C. Davis, Trustee, dated New York, 13th of July, 1858, addressed to the President, Directors and Company of the Illinois Central Railroad Company, was read for information.

Lyman Nichols, of the Committee appointed on the 19th Jan. 1858, presented the following Report.

A meeting of the Committee appointed by the Stockholders of the Cairo City Property, at their meeting held in Philadelphia on the 19th Jan. 1858, was held in New York, on Thursday, June 10th. Present, Messrs. Nichols, Clark, and Macalester.

The Committee, after a full conference among themselves, and
with Mr. Charles Davis, Trustee, have concluded to recommend to the Stockholders,


A change of one of the Trustees who has signified a willingness to resign on certain conditions.

They also recommend that these measures be recommended to the Stockholders, at a meeting to be convened at the Company’s office on Thursday the 15th July, at Philadelphia, at 12 M.

(Signed,) [Lyman Nichols,
L. C. Clark,
C. Macalester.

On motion,
Resolved, That the consideration of this report be laid upon the table.

On motion of Eben Wright,
Resolved, That an Executive Committee be appointed to consider the affairs of the Cairo City property, and to recommend a suitable course of action for the Shareholders, at the next meeting.

On motion of Josiah Randall,
Resolved, That six constitute that Committee, of which the chairman form one, and that he appoint the remaining five members.

Under which resolution the chairman appointed the following gentlemen, viz:

Charles Macalester, of Philad’a, S. C. Clark, of New York,
Josiah Randall, " " Harvey Baldwin, Syracuse,
John Neal, Portland, Me. Lyman Nichols, Boston.

Any four members to act.

On motion,
Resolved, That the Executive Committee be requested to confer with the President and Directors of the Illinois Central Railroad Company, to ascertain if some arrangement cannot be made, to repair the damage to Cairo, and if that cannot be accomplished, then to request the Trustees of Cairo City property to authorize the Agent, S. Staats Taylor, to cause the proper repairs to be made, and to institute legal proceedings against the Railroad Company, for the amount expended, and for all damages sustained by the overflow, caused by the neglect of the said Railroad Company.

On motion,
Resolved, That the resident agent, S. Staats Taylor, be re-
quested to make an oral explanation of the present condition of Cairo together with a statement of salaries paid by him yearly, which latter he represents to be as follows, viz:

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>S. Staats Taylor, Agent</td>
<td>$5,000</td>
</tr>
<tr>
<td>N. W. Edwards, Engineer</td>
<td>2,500</td>
</tr>
<tr>
<td>Chainmen</td>
<td>2,000</td>
</tr>
<tr>
<td>Lawyer</td>
<td>750</td>
</tr>
<tr>
<td>Chainman</td>
<td>430</td>
</tr>
<tr>
<td>Capt. of Dan Pollard</td>
<td>2,006</td>
</tr>
<tr>
<td>Engineer</td>
<td>1,200</td>
</tr>
<tr>
<td>Firemen and deckhands</td>
<td>860</td>
</tr>
<tr>
<td>H. H. Candee, Clerk</td>
<td>1,200</td>
</tr>
</tbody>
</table>

Yearly sum paid, from recollection, $16,370

On motion,
The Shareholders adjourned,

H. BALDWIN, Chairman.

J oh n R um e ry, Secretary.

MINUTES OF THE ANNUAL MEETING, HELD AT PHILADELPHIA,
SEPT. 29, 1858.

At the Annual Meeting of the Stockholders of the "The Cairo City Property," held in accordance with the provisions of the Trust Deed, on the 29th September, 1858, at the Office of the Trustees of the Cairo City Property, Washington Building, No. 274 South Third Street, Philadelphia;


On motion of Mr. J. Randall,
Hon. Harvey Baldwin, of Syracuse, N. Y., was called to the chair.
On motion of Mr. S. Jaudon,
Mr. R. E. Randall, of Philadelphia, was appointed Secretary.
The minutes of the last meeting (viz: 15th July, 1858,) were
read and adopted.

On motion of Mr. J. Randall,
Messrs. W. R. Holbrook and Alfred Taylor were appointed a
Committee to ascertain the number of shares present.

RECAPITULATION.

<table>
<thead>
<tr>
<th>Name</th>
<th>Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Macalester</td>
<td>4,767</td>
</tr>
<tr>
<td>Josiah Randall</td>
<td>1,524</td>
</tr>
<tr>
<td>Robt. E. Randall</td>
<td>3</td>
</tr>
<tr>
<td>John Rumsey</td>
<td>2</td>
</tr>
<tr>
<td>Samuel Jaudon</td>
<td>3,000</td>
</tr>
<tr>
<td>Miles A. Gilbert</td>
<td>50</td>
</tr>
<tr>
<td>S. Staats Taylor</td>
<td>300</td>
</tr>
<tr>
<td>John Neal</td>
<td>7,422</td>
</tr>
<tr>
<td>Alexander Bacon</td>
<td>639</td>
</tr>
<tr>
<td>Lyman Nichols</td>
<td>3,456</td>
</tr>
<tr>
<td>Wm. H. Rawle</td>
<td>50</td>
</tr>
<tr>
<td>Hiram Ketchum</td>
<td>867</td>
</tr>
<tr>
<td>Henry Munk</td>
<td>105</td>
</tr>
<tr>
<td>Harvey Baldwin</td>
<td>200</td>
</tr>
<tr>
<td>Thos. S. Taylor</td>
<td>58</td>
</tr>
<tr>
<td>Alfred Taylor</td>
<td>88</td>
</tr>
<tr>
<td>Eben Wright</td>
<td>5,090</td>
</tr>
<tr>
<td>W. R. Holbrook</td>
<td>955</td>
</tr>
<tr>
<td>Charles Davis</td>
<td>7,067</td>
</tr>
</tbody>
</table>

Total number of shares present, 35,643

The report, on motion, was adopted.

Mr. Charles Davis read the Annual Report of the Trustees on
the condition and present position of Cairo and the Trust Estate,
which was,

On motion of Mr. J. Randall, placed on file.

Mr. Thos. S. Taylor, on the part of the Trustees, presented the
Annual Statement of the Accounts of the Trust, together with
the Balance Sheet for the last year, which were read. See p. 84.
On motion of Mr. Hiram Ketchum, the same were referred to a Committee for examination, and to report thereon at the next meeting. Whereupon

The Chair appointed Messrs. H. Ketchum and C. Macalester the Committee.

Mr. John Neal, on behalf of the Executive Committee appointed at the meeting of July 15th, 1858, "to consider the affairs of the Cairo City Property, and to recommend a suitable course of action for the shareholders," presented an interesting and elaborate report, which was read. Whereupon —

On motion of Mr. J. Randall, the same was unanimously adopted.

On motion of Mr. J. Randall, a vote of thanks of the meeting was tendered to the Sub-Committee, Messrs. John Neal and Harvey Baldwin, for the assiduity and fidelity with which they have performed the duties entrusted to them, and 1000 copies of the report were ordered to be printed.

On motion, it was agreed that when this meeting adjourn, it adjourn to meet on Friday, the 15th October, at the office of the Trustees, in the city of Philadelphia, at 12 o'clock, noon.

Mr. Hiram Ketchum offered the following resolutions:

Resolved, That it shall be the duty of the Trustees to employ promptly all the means in their power to put the protective embankments about Cairo in such condition, by widening, raising, and otherwise strengthening, as will command, and thus restore the confidence of the public in their sufficiency and permanency; provided, "The Illinois Central Railroad Company" does not at once proceed to do the same, and thus carry out, in part, the obligations solemnly entered into by them with the Trustees. See p. 41, &c.

Resolved, That out of the money received from the Lands hereafter sold, Ten per cent. thereof shall be set apart as a fund to be applied exclusively to the protection of the Deed Property and improvement thereof. See p. 42.

Resolved, That the Trustees shall, in making sales of land hereafter to be sold, be restricted to the sale of every alternate lot or block, or part of blocks, so that the Shareholders shall own after all sales by Trustees, one-half, or as nearly as practicable one-half of the land in each division. See p. 50.
Resolved, That the Trustees shall make a Report on the Second Tuesday of each calendar month, commencing on the Second Tuesday in November next, of all their proceedings in the month preceding, and especially of the Lands sold, the moneys received and paid, and the improvements and contracts made; and record the same in a book to be kept at the Office of the Trustees, in the city of New York, to be subject to the inspection of every Shareholder who may desire to see the same, between the hours of ten and three o'clock of each day except Sundays and the usual holidays. See p. 50.

Resolved, That the funds of the said company, whenever the same shall be received, or as soon thereafter as practicable, be deposited in "the Life and Trust Company," in the city of New York, on interest, or in some other safe institution, subject to be drawn out on the orders or checks signed by both of said Trustees, whenever and as often as the same may be required to discharge the obligations of the said company, or to pay dividends to the Shareholders. See p. 50.

Mr. Randall moved that the above Resolutions be adopted, which motion being seconded, and the question was ordered to be taken by a viva voce vote of aye and no, when they were unanimously adopted by the following vote:

34,904 shares voted in the affirmative.

(Mr. Alexander Bacon, holding Proxies amounting to 639 shares, left the meeting before the Resolutions were offered, and did not vote.)

The Trustees, Thomas S. Taylor and Charles Davis, respectively gave their ratification and approval of the directions contained in Mr. Ketchum's Resolutions.

Mr. Charles Davis read a correspondence between the Trustees and the Hotel Company of Cairo, asking for a further appropriation of lots in settlement and full satisfaction of all claims and demands upon the Trust. See p. 43, and App. E.

Whereupon, on motion of Mr. Charles Macalester, the whole subject was referred to the Trustees and the Sub-Executive Committee, with instructions to adjust the same in such manner as they may think expedient.

Mr. Ketchum offered the following resolution, and gave no-
ticc that he would call it up at the next Meeting for consideration:

Resolved, That a Board of Directors, to consist of five Shareholders of the Cairo City Property, to hold their office for one year, or until new Directors shall be appointed, be and the same are hereby appointed, whose duty it shall be to meet on the second Tuesday of each month, at the office of the Trustees, in the city of New York, at 12 o'clock meridian, and all the power to give directions to said Trustees by the three-fourths in interest of the Shareholders, be vested in the said Board of Directors. See p. 50.

On motion of Mr. Charles Davis, the Executive Committee were continued with power to negotiate with and to adjust the differences between the Illinois Central Railroad Company and this Trust. See p. 6, 9, 37, 41, and App. A.

On motion,

Resolved, That the proceedings of this meeting be printed for distribution among the Shareholders, under the superintendence of the Secretary.

Adjourned.

HARVEY BALDWIN, Chairman.

ROBT. E. RANDALL, Secretary.

Since the above proceedings were in type, a letter from one of the Stockholders, giving an account of the final action of the meeting at Philadelphia, has been received; and without waiting for the official minutes, is herewith submitted.

J. N.


JOHN NEAL, Esq., Portland,

Dear Sir:

At the meeting in Philadelphia yesterday, it was unanimously resolved (about 35,000 shares being represented,)

1. That John II. Wright be elected Trustee in place of T. S. Taylor.
2. That future meetings be held in N. Y.

3. That C. Macalester, J. S. Wright, and W. C. Wetmore, be a Committee with power to settle and adjust the accts. of the former Trustee—T. S. Taylor—and that the deeds of conveyance &c., from Taylor to Davis and Wright, be approved by Macalester and W. C. Wetmore.

4. That all proxies &c. be filed with the Trustees for safe keeping.

5. That the salaries of the Trustees be $2,500 each, commencing from Oct. 20, 1858.

6. That we adjourn sine die.

Yours Truly,

EBEN WRIGHT.

Erreur.—Page 19, for 1857, read 1851.
THE
PAST, PRESENT AND FUTURE
OF THE
CITY OF CAIRO,
IN
NORTH AMERICA:
WITH
REPORTS, ESTIMATES AND STATISTICS.