

St # 1233

ARTICLE SEVENTH

The said lenders or holders of scrip, their heirs or assigns, shall hold titles to such lands as may be selected, free from taxation for the term of one year from the time of selection, after which they shall be placed upon the same footing with the citizens of Texas who own lands subject to forfeiture for or on account of non-cultivation or improvement, nor shall the title thereof be in any manner affected by any limitation laws under the period of seven years.

# State of Louisiana.

## CITY OF NEW-ORLEANS.

PRINTED BY BENJAMIN LEVY, NEW-ORLEANS.

**Be it known, That this day, before me, WILLIAM CHRISTY, a NOTARY PUBLIC,** in and for the said CITY AND PARISH OF NEW-ORLEANS, duly commissioned and qualified:

**Personally came and appeared** Messrs. STEPHEN F. AUSTIN, BRANCH T. ARCHER and WILLIAM H. WHARTON, Citizens of TEXAS, and herein acting in their capacity as Agents of the People thereof, by virtue of a commission issued to them by HENRY SMITH, Governor of Texas, dated on the seventh day of December last past, which commission was issued by the said Governor by virtue of the several ordinances and decrees passed by the late Legislative Council of Texas, authorizing the contracting of a Loan in the United States of America of ONE MILLION DOLLARS, to be applied and appropriated to the use and benefit of the Government of Texas, a copy of which commission is annexed in the margin hereof for reference, parties hereto of the first part.

And with them also came and appeared Messrs. Thomas D. Carneal, of Cincinnati, State of Ohio; Lewis Whiteman, also of Cincinnati; James N. Morrison, of Maysville, State of Kentucky; Paul Anderson, also of Cincinnati; James F. Irwin, also of Cincinnati; Alfred Penn, of this City; Robert Triplett, of Yellow Banks, State of Kentucky; William F. Gray, of Fredericksburg, State of Virginia; George Hancock, of Louisville, State of Kentucky, and James S. Brander, one of the members of the firm of James M. McCulloch & Co., of Petersburg, Virginia, and herein representing the same; parties hereto of the second part.

**Which said Appearers declared,** that they had contracted and agreed, and by these presents do contract, agree and bind themselves, the one party unto the other party, as follows, that is to say:

### ARTICLE FIRST.

The said parties of the second part, have contracted and agreed, and by these presents do severally, but not jointly, contract and agree to make a Loan to the People or Government of Texas, to the amount of two hundred thousand dollars, in the following portions, to wit:

- By the said Thomas D. Carneal, the sum of forty thousand dollars, ..... \$40,000
  - By the said Lewis Whiteman, the sum of five thousand dollars, ..... 5,000
  - By the said James N. Morrison, the sum of ten thousand dollars, ..... 10,000
  - By the said Paul Anderson, the sum of five thousand dollars, ..... 5,000
  - By the said James F. Irwin, the sum of five thousand dollars, ..... 5,000
  - By the said Alfred Penn, the sum of ten thousand dollars, ..... 10,000
  - By the said Robert Triplett, the sum of one hundred thousand dollars, ..... 100,000
  - By the said William F. Gray, the sum of ten thousand dollars, ..... 10,000
  - By the said George Hancock, the sum of five thousand dollars, ..... 5,000
  - And by the said James M. McCulloch & Co., the sum of ten thousand dollars, ..... 10,000
- Making together the said sum of ..... \$200,000

Two hundred thousand dollars, on which an immediate advance of ten per cent. is to be made to the said Agents, or parties of the first part.

### ARTICLE SECOND.

The amount so advanced is to bear an interest at the rate of eight per cent. per annum, and which interest is to be paid in the said City of New-Orleans, at the end of each and every year, until the said lenders shall make their selection of lands, in case they should think proper to do so, as hereinafter provided for.

### ARTICLE THIRD.

The said lenders or holders of the scrip to be issued for said Loan, which scrip shall be negotiable by endorsement, shall have the right to take lands in payment of said scrip, at the rate of fifty cents per acre, in the selection of which lands, no tract shall be taken containing less than six hundred and forty acres, unless there should be a fractional section chosen, which may be taken whatever may be the amount of acres therein contained, the said lenders or holders of such scrip to have the right to locate on such public lands as they may think proper; and if such location or locations should be laid upon lands of which there has been a previous grant, or which may in any manner be involved in any difficulty as to title, such location or locations may be raised and laid on other vacant lands.

### ARTICLE FOURTH.

The said lenders or holders of said scrip shall be bound to make their selection of lands within six months after the Government of Texas shall have officially given notice in the public papers of New-Orleans, that their lands have been surveyed and plats furnished, which surveys, &c. shall be conducted and land offices opened, as near as practicable on the same principles as those of the United States; after the expiration of which term of six months, said lenders or holders of scrip shall lose their right of priority of selection of lands, but not their right to make such selection, if they think proper to do so: and, in case the said lenders or holders of scrip should determine to continue said Loan, at the rate of eight per cent. per annum as aforesaid, they shall not have the right to require the repayment of said Loan at a shorter period than five years from the time they shall notify the Government of Texas or its Agents in the City of New-Orleans, of such election; and in case such demand should not be made by the said lenders, the Texian Government shall nevertheless have the right to pay up said Loan at the end of said five years, and if not punctually paid, the same rate of interest shall be paid until final payment of said Loan: it being well understood, however, that the Government of Texas shall not have the right of extending said Loan without the consent of the lenders.

### ARTICLE FIFTH.

No grant or sale of lands shall be made by the Government of Texas, from and after the day of the date hereof, which shall not contain a full reservation of priority for the locations to be made under this Loan; provided, however, that no vested right already existing to lands, shall in any manner be interfered with by such priority of location.

### ARTICLE SIXTH.

None of the public lands are to be offered at public or private sale, until after the locations herein before provided for, shall have been made, agreeably to notice given, which locations, if made, shall be completed to the said lenders or holders of scrip, free of all expenses of surveying.

ARTICLE SEVENTH.

The said lenders or holders of scrip, their heirs or assigns, shall hold titles to such lands as may be selected, free from taxation for the term of one year from the time of selection, after which they shall be placed upon the same footing with the citizens of Texas who may be landholders; and no lands, thus acquired, shall be subject to forfeiture for or on account of non-cultivation or improvement, nor shall the title thereof be in any manner affected by any limitation laws, under the period of seven years.

ARTICLE EIGHTH.

Should the selections of land not be made by the holders of certificates or scrip, within the six months limited in the fourth article, then and in that case, the said holders of certificates or scrip shall still have the right of locating lands, but without the right of priority of location as stipulated in the same article.

ARTICLE NINTH.

Certificates or scrip shall be issued and signed by the said parties of the first part, setting forth the amount loaned, the rate of interest to be paid, and how redeemable.

ARTICLE TENTH.

The said parties of the first part obligate themselves to procure a formal confirmation on the part of the Government of Texas, of this contract, before the balance of said Loan can be demanded; and, after such confirmation, the said lenders reserve the right of paying up the said balance or not: and should they decline to pay it, then and in that case, the ten per cent. advance agreed to by the first article, shall constitute the sole amount of said Loan, and shall be paid as herein before stipulated.

ARTICLE ELEVENTH.

No further call of payment of said loan shall be made beyond the aforesaid ten per cent., until sixty days after notice given in the public papers of New-Orleans, of the ratification of this contract, by the next Convention of Texas, and should said lenders confirm the contract for the whole amount of said loan, they shall deposit the amount of the balance in the Bank of Orleans, in this City, to the credit of the Government of Texas, or of its agent or agents, in three several instalments of sixty, ninety, and one hundred and twenty days after notice of ratification by the Convention as aforesaid: said lenders to notify the agent or agents of the Government of Texas, in this City, whether or not they ratify this loan to the whole amount, within the said sixty days after notice of the ratification by the Convention as aforesaid.

ARTICLE TWELFTH.

It is expressly agreed and understood, that each of the aforesaid lenders is responsible for himself alone, and only for the amount loaned by him, and is to be placed upon the same footing, as though this contract were made with him individually, for the amount of his loan; but if any one or more of said lenders should think proper not to furnish his portion of the balance of said loan, the remainder of said lenders shall have the right to take his place *pro rata*, on giving notice to the agent or agents of the Government of Texas, of their determination to do so, within thirty days after such determination of withdrawal is made known.

ARTICLE THIRTEENTH.

All sales of said lands or any portion thereof, whether made by the present lenders, or by others to whom they may sell, which shall be signed in the presence of two witnesses, and acknowledged by the vendor before the Mayor of any City, or before any Judge of any Court of Record, or before any Notary Public in any part of the United States or elsewhere, and such acknowledgment certified by the Mayor, Judge or Notary Public, under the seal of their respective offices, (and if a Judge, under the seal of the Court of which he is Judge,) shall be admitted of record in such office or offices as may be established by the Government of Texas for that purpose, and without any particular form being necessary, shall be considered and recognized by the said Government of Texas, as good and valid titles, and shall give to the purchaser who shall present such sale for record, personally or through an agent, the same right and title to the land purchased, as though such sale had been passed before the proper tribunals of the said Government of Texas.

ARTICLE FOURTEENTH.

Whenever the Government of Texas shall officially notify the lenders, that a certain township or townships have been surveyed, and are ready for their selection, with plats representing the vacant lands and vested rights in said township or townships, then, if the lenders do not make their locations in such township or townships, within the stipulated six months, they will lose their right of priority in such township or townships, but not in any other township or townships, of the surveys of which they have not been officially notified.

ARTICLE FIFTEENTH.

And for the faithful performance of this contract, the said parties of the first part, hereby pledge the public lands and faith of the Government of Texas, as they are empowered to do.

**Thus done and passed**, in my office, at the said City of **NEW-ORLEANS**, in the presence of **WILLIAM G. LATHAM** and **WILLIAM C. REYNOLDS**, witnesses of lawful age, and domiciliated in this City, who hereunto subscribe their names, together with the said parties, and me the said Notary, on this eleventh day of January, in the year of our Lord one thousand eight hundred and thirty-six.

Original Signed:

S. F. AUSTIN,	J. F. IRWIN,	L. WHITEMAN,
B. T. ARCHER,	PAUL ANDERSON,	ALFRED PENN,
WM. H. WHARTON,	JAS. N. MORRISON,	ROBERT TRIPLETT,
TH. D. CARNEAL,	W. F. GRAY,	GEO. HANCOCK,
JAMES M. McCULLOCH & Co., BY JAMES S. BRANDER.		

W. G. LATHAM,

W. C. REYNOLDS,

**WILLIAM CHRISTY,**  
Notary Public.

I Certify the foregoing to be a true copy of the original act, extant in my current register, according to the laws and usage of the said STATE OF LOUISIANA.

IN FAITH WHEREOF, I GRANT THESE PRESENTS, under my Signature, and the Impress of my Seal of Office, at **NEW-ORLEANS**, on this twelfth day of January, eighteen hundred and thirty-six.

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 $\frac{112\frac{1}{2}}$

D. C. Barrett Esq

Washington

To be mailed at  
crossed check

Texas

Terms of the first loan  
offered by Austin, Texas  
& Archer. -  
Land Scrip issued  
in pursuance of