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Hon. J. W. Eaton  
House of Reps.

Post Office Dept.  
11 Feb'y 1826

By a careful examination of the facts on which Mr. Donby's claim is founded. I am of the opinion that any remuneration he may be entitled to must be obtained by the equitable and equitable an exercise of the equitable discretion of Congress. His contract for the transportation of the Mail from Nashville to Columbus commenced with the year 1820 and terminated on the last day Dec. 1822. At the beginning of the contract, the fact, probably was as stated by him, that a lee horse was not necessary often than every three trips. It appears by the letter of the Post Master General to the Hon. Mr. Cannon dated on the 5<sup>th</sup> of Feb'y 1820 that when contracted with Mr. Donby "an allowance of one thousand dollars was made him for a lee horse, and as his mail had manifestly so much increased as to require another lee horse and sometimes two lee horses, or one lee horse with each of his three mails, he was satisfied that it was proper for him to make for that year a further allowance of one thousand dollars a year, and that the additional allowance was to take date from the 1<sup>st</sup> Jan'y 1820." The language of this note is not entirely clear of all ambiguity, but it appears to me that its import limits the allowance to the year in which it was made, and that the words, a year, cannot have the important effect of extending the additional pay to the two following years. I admit that with the progress of time there was every reason to expect an increase of the bulk and weight of the Mail on that route, and that there was just grounds for the allowance of a thousand dollars on account of this increase in the year 1820, these reasons for its continuance through the two succeeding years grew stronger as the weight of the Mail became greater. But I do not feel myself authorized now, to investigate the cause which induced my Predecessor to pay the additional sum of one thousand dollars. Nor can I at liberty however strong the equitable circumstances may be, to say the same sum should have been paid annually for the remainder of the contract.

On the 5<sup>th</sup> Oct. 1821 a letter was written by Mr. A. Bradley Secy. Assistant Post Master General to Mr. Donby informing him that "no extra pay was agreed to be given him that year, and that there was no reason for making him any." On the 1<sup>st</sup> Feb'y 1822 Mr. Donby wrote to the Post Master Genl. that "the extra allowance made him in 1820 had been refused for the ensuing year, that he was determined to surrender his contract after the 2<sup>nd</sup> March following, unless the increased pay should be continued." The Post Master Genl. on the receipt of this letter, wrote to Mr. Neal, Post Master at Huntsville authorizing him to make a new contract and release Mr. Donby. It was proposed to divide the route into two equal parts and the compensation limited on each was specified. The amount of the proposed allowance

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for the route between Nashville and the Big Spring was rendered somewhat doubtful, from the manner in which the figures were made, and seems from the letter of Mr. Neal dated the 13<sup>th</sup> March 1822 to the Post Master Genl. that he was at a loss to determine whether this sum was 5050 or 6050 dollars, and he asked instructions on the subject. No answer was given to this letter and Mr. Donby continued to transport the Mail until the close of his contract. That Mr. Donby was under an impression that the allowance of a thousand dollars was designed to be extended to the end of his contract, seems probable from the fact of his charging in his account one half that sum for the first six months of the year 1821 and his offering to relinquish his contract on the 1<sup>st</sup> of Feb'y 1822, about three months after he was informed the additional pay would not be continued. It is also probable, that he may have been induced to continue his services, under the expectation that the sum named in Mr. Neal's letter would be explained to mean 6050 dollars which, with the sum proposed for the other route would be nearly equal to his contract including the allowance made in 1820. Of these facts I have no other means of judging than that which is common to any other individual who examines the papers and if they were fully substantiated I have determined, that it is not within the legal discretion of the Post Master General to make compensation. It is however but an act of justice which Mr. Donby may expect that I should say, he has faithfully performed his engagements with the Depart. and under the most perilous circumstances has shown the greatest energy and devotion to the public interest.

J. M. L.

Hon. J. Briggs & D. P. Rice

11<sup>th</sup> Feb'y

House of Represent.  
I have attentively examined the Memorial signed by several Citizens of Providence against the construction given by this Depart. to the Post Office Law, in charging land postage on letters conveyed by Steam Boats and other Vessels. The Memorialists seem to have mistaken the extent of the <sup>which has been</sup> instruction given on this head, and also the law on which it is principally founded. No change of land postage has been authorized for letters transported over the "Main Seas" or over "waters without the jurisdiction of the United States", but such change has been expressly limited to letters within the jurisdiction of the United States and which are established by law, and at post roads. It is believed that the Post Master at Providence, through a mistake in his instruction, though actuated by a laudable zeal to discharge his duty, did charge with land postage, for a short time, letters transported by water from Charleston and other Southern ports, to Providence. But this error was corrected by the Department as soon as it was known, and he was instructed to require the receipt of postage thus charged. The Memorialists seem to have no knowledge of the "Act to discontinue certain post roads and to establish others passed on the 5<sup>th</sup> March 1823" without which it is admitted that the construction of the Department cannot be sustained.

By the 3<sup>d</sup> section of this act it is "enacted, that all waters on which Steam Boats regularly pass from port to port shall be considered and established as post roads, subject to the provisions contained in the several acts regulating the Post Office Establishment." The structure of this section is clear of any involution or ambiguity, and authorizes a change of land postage on letters transported over waters on which steam boats regularly ply. This forms the exception so emphatically called for by the Memorialists. It places a water post route on the same footing, in every respect, of a land route. No argument can be necessary to establish this position; for nothing can be advanced to maintain it, more explicit and conclusive than the language of the act. In the 19<sup>th</sup> Sect. of the Post Office law of the 3<sup>d</sup> March 1825 it is enacted, "that no Stage or other vehicle which regularly performs trips on a post road or on a road parallel to it, shall convey letters; nor shall any packet boat or other vessel which regularly plies on a water declared to be a post road, except such as relate to some part of the cargo. For the violation of this provision, the owner of the carriage or vessel shall incur the penalty of fifty dollars." By the 5<sup>th</sup> Sec. of the same act, the Postmaster General is authorized to have the mail carried in any steam boat or other vessel which shall be used as a packet in any of the waters of the United States, on such terms as shall be considered expedient: Provided that he does not pay more than three cents for each letter and more than one half cent for each Newspaper conveyed in such mail." The 6<sup>th</sup> Sec. makes it the duty of every master or manager of any steam boat which shall pass from one port or place, to another port or place in the United States where a Post Office is established, to deliver all letters to the Postmaster who shall pay two cents for every letter or packet delivered, unless the same be conveyed under a contract with the Postmaster General. Every person employed on board the boat is made liable to a penalty for failing to deliver any letter or packet in his possession. If, as the law expressly declares, all waters over which steam boats regularly ply are post roads, and subject to the provisions of the several acts regulating the Post Office Establishment" it follows as a necessary consequence, not only that the same rates of postage may be charged as on land routes, but that the prohibitions of the 19<sup>th</sup> section apply as well to mail routes upon water as upon land. It is therefore unlawful for any vessel other than a steam boat which regularly plies from one port to another in the United States on a post road to convey letters which do not relate to the cargo unless it is under a contract with the Postmaster General. The exception in favor of steam boats necessarily results from the provisions of the law applicable only to that description of vessel. By a Steam <sup>Boat</sup> plugging

regularly from port to port, the water over which it plies is established as a post route. Letters may then be conveyed in the boat without a contract until the route shall be fully established, at least, and it would seem from the peculiar liability of the Commander of such vessel and the hands employed on board, that the law intended to give the public interest by procuring the delivery of all letters to a Postmaster without the aid of any additional obligations created by contract. That the Postmaster General is authorized to enter into contracts with the Masters of Steam boats as he is with the Commanders of other vessels. It can make no difference whether there be a contract or not, as to the rate of postage to be charged on all letters transported on a mail route. The object of the law in requiring letters to be delivered unquestionably is that the regular postage may be charged, and no doubt can exist as to the rate of postage, when the law establishing the route is viewed in connection with the prohibitions of the 19<sup>th</sup> Sec. Letters to be subjected to the highest rate of postage need not be put up in a regular mail; if they are placed in the letter bag on the board of a steam boat or other vessel, under contract with the Department, it is a transportation within the meaning of the law. It is a safe rule of construction, that a Statute shall be so construed as to give every part of it an effective operation. This should always be done when it does not contain contradictory provisions. If this rule be applied to the sections quoted and others which relate to the conveyance and delivery of letters contained in the Post Office Act, there will be found no difficulty in giving effect to each. In the 15<sup>th</sup> Sec. it is enacted, "that every letter or packet brought into the United States or conveyed from one port therein to another in any private ship or vessel shall be charged with six cents, if delivered at the Post Office where the same shall arrive, and if destined to be conveyed by post to any place with two cents added to the ordinary rates of postage." The 17<sup>th</sup> Sec. provides "That no ship or vessel arriving at any port within the United States where a Post Office is established shall be permitted to report, make entry or break bulk, until the Master or Commander shall have delivered to the Postmaster all letters directed to any person or persons within the United States or the Territories thereof." These sections fix the amount of postage to be charged on letters conveyed in a certain manner, and point out the means through which a delivery of them is to be enforced. But these provisions do not conflict with those before stated, except in the case of foreign vessels, they apply to the transportation of letters over waters not declared to be post roads. This construction results from a view of all the law on the subject. If our laws have since certain waters post roads - if they have applied to those routes the provisions of the law applicable to land routes if they have prohibited the transportation of letters by a regular mode of conveyance, and all mail routes, except by steam boats and other vessels under contract with the

Department, it follows that the provisions of the 5417 sections <sup>must</sup> be so construed as to apply, with the exception of foreign Vessels, to Vessels passing over waters not established as mail routes. It will not be contended by any one that Congress could be so regardless of the public interests, as to establish two rates of postage on the same route. Contracts have been made for the conveyance of letters on almost all our rivers and bays on which steam boats regularly ply. The Mail from Baltimore to Philadelphia and from New York to Albany is conveyed from 8 to 9 months in the year by steam boats. If other Vessels than those under contract, may convey letters on these routes, and such letters when delivered into the Post Office, can only be charged with six cents postage on each, it would take from the Department the means essential to its operations. An exception necessarily arises in favour of foreign Vessels, from the letters being received for transportation at a place without the jurisdiction of the United States. This is not the case with coasting Vessels. The former seldom pass over a water declared to be a post route, a distance that would amount to more than 6 1/4 cents postage on each letter should the highest rate be charged. The latter may pass over several hundred miles of Post road from a place within the jurisdiction of the United States, and if no higher rate of postage can be charged <sup>than</sup> for letters brought from a foreign port, or over a water not established as a post route, they would monopolize the conveyance of letters and the great advantage of having the mails transported in steam boats would be lost. With the same propriety it may be contended that because a Stage which passes on a mail route a part of the distance in performing its regular trips, may convey letters on the mail route, if received before its arrival to it, as that a regular packet boat may do the same. Each is alike liable to the penalty in the 19 Sec. unless authorized by the Department.

J. M. L.

Hon. Jos. Gust  
House of Representatives

Feb 15<sup>th</sup> 1826

It appears that Mr Robert Robinson was allowed \$19- for visiting the Post Office at Ebenezer Academy from 13<sup>th</sup> May to 31<sup>st</sup> Dec. 1822, & the amount thereof forwarded to him in letter of 17<sup>th</sup> June 1824, addressed to the care of Cleaver Harris, Post Master at Ebenezer Academy. Mr. Harris's letter to you is herewith enclosed

J. M. L.

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Office Dept.  
16<sup>th</sup> Feby 1826

In answer to your letter of the 13<sup>th</sup> instant, requesting to know what sum of money would be necessary for the repair of the mail road leading through the Creek Nation of Indians from Georgia to Alabama. I have the honor to state, that from the Chatahuchee river to Line Creek, a distance of seventy three miles, bridges have been made over the water courses, by the Indians, with the exception of one or two small creeks, that seldom, if ever, obstruct the transportation of the Mail. These bridges are kept in repair and afford some profit to the Indians, by the tolls which are collected from travellers. Our line Creek there is a ferry, at which, complaints of delay, in crossing, are frequent. It is believed that six thousand dollars, judiciously expended, will place the road through the Indian Country, in such a condition as to remove all serious obstructions to the conveyance of the Mail. If the repairs are to extend from Fort Mitchell to Fort Lawrence or the late boundary of the Indian lands, 57 Miles will be added & an additional expenditure of \$5000 required

J. M. L.

Hon William A King  
Senate of States

Feb 14<sup>th</sup> 1826

Your letter of the 4<sup>th</sup> inst. is received. If the \$10. contained in either letter, or both, shall come to hand, they will be returned.

Whenever the Post Office in that place shall become vacant, the recommendation of any person or persons who may be proposed will be duly considered. Till then, it would be improper to make any divisions, or give any promise.

J. M. L.

D<sup>r</sup> Rufel Pack  
Jerseytown  
Pa

Stephen Pleasanton Esq.  
5<sup>th</sup> Auditor of the Treasury

16<sup>th</sup>

I have the honor to send you herewith the accounts of this Department for the 4<sup>th</sup> quarter of 1823.

J. M. L.

Joseph Ficklin P.M.  
Savinton Ky.

Post Office Dept.  
16 Feb 1826

I am of opinion with you, that the letters of Mr Pike must have been misdirected; for there do not appear to have been any depredations on that Mail route, and the Mail which contained them opened only at Maysville, Wheeling, Pittsburg, Chambersburg and Philadelphia or if they pursued the most convenient route from Wheeling, Hagerstown Baltimore and Philadelphia. Your mails were received at Maysville, beyond which the letters cannot be traced, because combined with other mails. All mails from your Office for Philadelphia should be made up at that Office so as not to be opened until they arrive at their place of destination. It will be the safer and more economical method because there will then be no risk of accident in distribution, nor change in another Office for distribution

J. M. S.

Theodore Bailey P.M.

18<sup>th</sup>

New York City N.Y. The letter which G. Knight Budd deposes to as deposited in the Post Office at New York either on Tuesday the 24 or Wednesday the 25<sup>th</sup> of January addressed to Don A. G. da Cruz, Philadelphia, and never received appears to have been so large as to weigh two ounces or more. The Post Bills for both of those days were received in Philadelphia with all the letters they required, and there was no letter in either of them rated higher than 3 1/2 cents. It is evident therefore that the letter was never sent from your Office to Philadelphia. I wish you now to examine carefully whether the letter may not be in your Office, perhaps among the letters directed New York - also examine whether among the letters sent on or about that time, there was not a long letter sent to some other Office. There must be a great oversight or a great error some where, and it is highly important to ascertain where, especially so far as to recover the letter.

J. M. S.

Don A. G. da Cruz

18<sup>th</sup>

Philadelph. Pa Your letter of the 14<sup>th</sup> inst with its enclosures is received. I exceedingly regret that such disappointments should ever occur through the Post Office establishment, and shall ever feel to use all possible exertions to detect and correct them. From the New York Post Bills received at Philadelph; the letter does not appear to have mailed for that place. If Mr Budd actually deposited the letter in the Post Office, it must either remain there or misdirection or mistake have sent to some other Office. I have instructed the Post Master in New York to search his Office and to examine his letters sent to other Offices, in the hope that it may yet be found. If any

information concerning it shall be received, it will be communicated

J. M. S.

Hon. R. M. Johnson  
U.S. Senate

Post Office Dept.  
14 Feb 1826

I have the honor to state in reply to your Note of this day, that the draft of 2 Feb 1822 for \$50. on A. M. Rankin was returned unpaid, and that no claim for payment on it can now be admitted. If Mr Rankin paid money to the Agent of Mr Chambers, in whose favour the draft was made, it is a question between them, in which this Department cannot be a party.

J. M. S.

Jr. R. Turner

17<sup>th</sup>

Portsmouth Ohio. Your letter of the 31<sup>st</sup> Ult; has been received, and I confess that I am not a little astonished at the misapprehensions of facts which it contains. No correspondence is believed to have taken place the forepart of last year respecting a second Mail between Chillicothe and Portsmouth as you state, nor was you, it is believed, at any time informed, that the "route was established." You were told last fall when you applied for a second Mail, that there was life received on the route for postage than was paid for the conveyance of the Mail, but it was suggested that you sought ascertain what would be the expense of a second Mail, to be conveyed in stages. There was no promise given that I would establish the second trip as applied for, nor was it proper under the circumstances, for you to create such an expectation by the public. You seem to have taken an enquiry for a decision. There is a wide difference between making an enquiry at what price a certain accommodation can be given and a determination to give it. The former necessarily precedes the decision. Before any answer was received from you on the subject a bid was made to the Department by Messrs. G. S. & Thornton, which was supposed to grow out of the enquiry made by you, as this course is frequently taken in answer to similar enquiries. The bid was so advantageous and the Persons making it were so well recommended that I could hesitate in accepting it. The Contractor for the Stage Mail is a Citizen of the State, as I was informed, and his expense was unwilling to perform the service offered by Messrs. G. S. & Thornton, unless he received sixty dollars annually, more than their bid. There is a condition, in all contracts for the transportation of the Mail on horse back, that should a Stage be established on the route, the contract is to cease. In such cases I do more than the contract requires, for I offer the Stage conveyance to the Contractor for the horse transportation, if he will perform the service at the same rate, as proposed by Messrs. G. S. & Thornton receive but four hundred dollars and eighty dollars for two weekly trips in the Stage. A letter of acceptance is sufficient authority for the Contractors to take Mail, though they and their drivers should be sworn. The Post Masters at the end of routes are instructed to see that drivers and

carriers are sworn. I am astonished to find that W. Vinton's consent for the  
arrangement of this route. He did not know who were the contractors until I had  
accepted the bid. Whilst W. Vinton has always shown an ardent desire to promote  
the general interest of his Constituents, he has evidenced no disposition to interfere  
from personal considerations. He was desirous that there should be established  
on the route two weekly trips in stages, but does not interfere directly or indi-  
rectly in behalf of the present contractors.

J. M. L.

Gabriel Johnson  
Nevay In.

20<sup>th</sup> Feb. 1820.

It appears that you sent to the Treasury of the U. S.  
James Dugan's draft of July 27<sup>th</sup> for J. Dalmazzo, payable Nov. 15<sup>th</sup> last  
for \$100, it was presented by the U. S. bank & p. on the 11<sup>th</sup> Nov. If you  
will write the Treasurer, he will probably acknowledge the pay.

J. M. L.

M. Hitchcock C. M.  
Utica N. Y.

20 Feb.

On the 18<sup>th</sup> July last, you were advised that prompt  
payment was required of my C. M. & I regret to find that there is  
nearly \$2700 still due from you, & that immediate pay<sup>t</sup> is indis-  
pensable.

J. M. L.

S. C. Herbert  
Vansville M.?

21<sup>st</sup> Feb.

In reply to y<sup>r</sup> of the 20<sup>th</sup> inst. I have to state, that, agree-  
ing to y<sup>r</sup> request, instructions were given to the Dist. Atty. in Oct. last, to  
suspend the Execution against you as one of the directors of Ebenezer  
Beall, & that no instructions to the contrary have since been given  
him.

J. M. L.

D. Hoke C. M.

21<sup>st</sup> Feb.

Hokioville S. C.

I will thank you to use y<sup>r</sup> utmost endeavors to ascertain  
where the irregularities, which you speak of in y<sup>r</sup> letter of the 8<sup>th</sup> inst. originated.  
It is mortifying to hear of failures where confidence ought to exist, &  
if the discovery can be made, where the culpability exists, it shall  
be most promptly corrected.

J. M. L.

Post Office Depmt.  
21<sup>st</sup> Feb. 1826.

Don W. M. Mire  
Atty Gen. W. City.

I find that the case of the P. O. v. Elzyer Early & others  
has been carried by writ of Error to the present term of the Sup. Court.  
This case involves the principle of the validity of P. O. bonds, under the  
decision of Judge Johnson, in the case of Box & others, & will affect nearly  
all the outstanding balances due to this Dept. You will readily  
perceive that it is of the utmost importance to the Dept. that a  
speedy decision be had. I must therefore particularly request  
that you will, if possible, bring this case before the Court  
during its present session.

J. M. L.

Noble & Wardlaw

21<sup>st</sup> Feb.

Abbeville Ch. M.

(Y<sup>r</sup> letter of the 2<sup>nd</sup> inst. is rec<sup>d</sup>. Stating that on the  
31<sup>st</sup> Aug. 1824, you deposited a letter in the P. O. which was never rec<sup>d</sup>.  
Had it been rec<sup>d</sup>. to this Office, it would have been forwarded to you.  
I find by examining the acts that on the 31<sup>st</sup> Aug. 1824, a letter was  
mailed at Abbeville Ch. for Walterboro (not for Waterloo) but that no  
letter appears to have been rec<sup>d</sup>. from Abbeville of that date either at  
Walterboro or Waterloo. The transaction is of such distant date  
that it cannot well be investigated at this time beyond what  
has already been done. If however, any thing shall come to  
light upon the subject, it will be communicated.

J. M. L.

Saml. Beardsley

21<sup>st</sup> Feb.

Dist. Atty. Utica N. Y.

I have rec<sup>d</sup>. y<sup>r</sup> of the 31<sup>st</sup> ult. Though it is still un-  
certain whether the case of Southwick & Doe can be brought be-  
fore the Supreme Court during the present session, I wish  
you to forward all the necessary papers, in order that the  
possibility of delay may be prevented, should the case be  
taken up.

J. M. L.

Post Office Dept.  
22<sup>nd</sup> Feb. 1820.

H. Alexander P.M.  
Baton Rouge La.

Your letter of the 25<sup>th</sup> ult. is rec<sup>d</sup>. You have certainly pursued the correct course, & it has my approbation. I hope you will use every exertion to detect the thief. Whatever of energy or expense shall be necessary, let nothing be left undone that may lead to his apprehension.

M.L.

T. Roberts P.M.  
Winchester V.

22<sup>nd</sup> Feb.

A letter addressed to Francis Hall & Co. New York containing money was mailed at Marietta & put in the letter bag on the 7<sup>th</sup> Nov. last, with the package addressed to New York State, forwarded via Blacksburg to Winchester. The letter never reached its destination. If any thing within your knowledge or recollection will throw light upon the subject, please to communicate to

M.L.

D. H. Buell P.M.  
Marietta O.

22<sup>nd</sup> Feb.

Your letter of the 11<sup>th</sup> is rec<sup>d</sup>. Letters for New York State ought not to be sent by way of Winchester, which is not a distributing office, but they should be sent by way of Wheeling; & letters for the City of New York should be mailed originally for their ultimate destination.

M.L.

J. Green P.M.  
Columbia Ma.

24<sup>th</sup> Feb.

By a letter from the P.M. at Red House, Caswell Co. N.C. it appears that a letter was mailed at Newberry Ch. S.C. about the 12<sup>th</sup> inst. written by David S. Beaudon, containing one promissory note addressed to the P.O. at Red House. The letter was mailed for Red House at the distributing office, Fayetteville, & rec<sup>d</sup> at Red House, having been broken open, the money taken out & the letter again sealed with another wafer. The writer might himself be suspected of having taken the money out, but for the amt. of postage, which was marked 7<sup>cts</sup>. It is important to detect this depredation. Courtsville I believe is the only office between Newberry Ch. & Columbia, & at your O. I suppose you put all letters

going to Fayetteville & beyond in the large bag & seal it, so as not to be opened till it arrives at Fayetteville. It was sent from Fayetteville to Red House on the 16<sup>th</sup> inst. Are the persons employed in your O. above the possibility of suspicion? What is the state of the office at Courtsville, & particularly of the office at Newberry Ch. I wish you to observe all necessary & take such measures as to prove the integrity of all persons employed in those offices: & use all possible means to detect the depredator, whatever labor & vigilance may be necessary for that purpose.

M.L.

T. W. Baco P.M.  
Charleston S.C.

24 Feb. 1820

At the commencement of each quarter you will charge yourself in a memorandum book which you will keep for that purpose, with one 2<sup>d</sup> in advance on all N. papers regularly rec<sup>d</sup> for delivery at your O. None of these can become dead N. papers, because the postage will have been rec<sup>d</sup> on them one 2<sup>d</sup> in advance. Any papers that may occasionally be rec<sup>d</sup> for persons who are not regular subscribers, you will charge yourself with as they are rec<sup>d</sup>. At the close of the 2<sup>d</sup> you will enter the aggregate amt. in your acc<sup>t</sup> current, & our N. paper acc<sup>t</sup> here, will detect the errors, if any shall be practised. This method supersedes the necessity of a column for N. papers in the age of mails rec<sup>d</sup>.

M.L.

Isaac Munroe  
Balt<sup>o</sup>. Md.

24<sup>th</sup> Feb.

I regret to inform you, that the day after my note to you respecting the early mail to Balt<sup>o</sup>. the Court<sup>ts</sup> informed me, that as the opposition line departed from the City at 9 o'clk, the inducement to run a line before the regular departure of the mail stage had ceased, & that they could not continue to convey the early mail, unless they rec<sup>d</sup> a Comp<sup>ts</sup> which would cover their expenditure. I concluded that the account was not of sufficient importance to justify a considerable expenditure, & I informed the Court<sup>ts</sup> that they might discontinue it. As the mail both North & South will very soon be conveyed in S. Boats, I trust that little or no inconvenience will be felt, by the discontinuance of this mail. The mail will soon arrive in Balt<sup>o</sup> from the South with

more regularly, & being transported thence in S. Boats, will  
afford all the accomd. that was given last season

M. Lean

In a few days the mail will arrive at noon, & probably before  
that time.

Hon.  
S. D. Ingham

24 Feb. 1820.

Chairman, C. of P. & M.

In answer to yr. letter enclosing the resolution  
of the H. of Reps. instructing the Committee on P. O. Roads to  
"enquire into the expediency of repealing so much of the re-  
solution passed the 27<sup>th</sup> Sept. 1816, requiring the Secy of State to  
Compile & print once in every 2 years a register of all  
officers & Agents, Civil, Military & Naval in the service of  
the U. S. as requires the Statement of the State or Country  
where P. M. Mail Contractors were born" I have the honor  
to state that to comply with that part of this resolution which  
requires a statement of the place of nativity of P. M. Contractors  
to be made biennially imposes on this Dept. the necessity  
of circulating more than 3000 letters, besides much  
add. labor, & it is conceived that the information fur-  
nished can be of little public utility. It is therefore,  
very desirable that the proposed modification of the  
resolution should be made.

M. Lean

John Locke  
Portsmouth Va.

25<sup>th</sup> Feb.

In reply to yr. of the 27<sup>th</sup> inst. enquiring whether  
the P. M. at Cabin Point is responsible for a loss sustained in  
his office, I remark, that it is a question exclusively judic-  
ial in its character which it would not be proper in me  
to decide, nor have I any legitimate means of enforcing  
my decision, should it be against the P. M.

M. L.

Post Office Dept.  
27<sup>th</sup> Feb. 1826.

R. McClure P. M.  
Wheeling Va.

I am surprised at learning that much excite-  
ment exists at Wheeling respecting the change contemplated of the dis-  
tribution of the Ohio mail from that place to Washington, &  
from the memoir of yr. late letter, I am at no loss to acct.  
for its source. The people of Wheeling ought to know that  
they have no interest in retaining the distribution of that  
place. Neither Lexington, Chillicothe, Columbus, Cin-  
cinnati, Natchez, New Orleans, nor any other town of import-  
ance in the West, except Louisville & Nashville, has a distri-  
bution of the mail, and, within my knowledge it has never been  
suggested, that to give any one of them a distributing office  
would add to its importance or to the public convenience.  
I lately reviewed the distribution from Chillicothe to Lancaster  
in Ohio, & I very much doubt, whether the people of Chillicothe  
generally, have any knowledge of the change. At Lancaster  
three weekly trips of the mail branch to Cincinnati, by which,  
it was proper to send a part of the Indiana mail - at Lancaster  
therefore it was necessary that this mail should be distributed.  
The P. M. at Chillicothe, seeing the necessity, did not lift an  
objection, but cheerfully yielded to the public convenience, had  
he felt a disposition, no doubt he might have made such  
representations to the people of Chillicothe, as to have produced  
some complaint, & perhaps have induced many to believe, that  
the measure deeply affected the interest of the Town. By yielding  
as he has done, he has shown magnanimity & a high respect  
for the public convenience, than for his own personal interests.  
The necessity for a change of the distribution from Wheeling to  
Washington, is as strong as it was for the change from Chil-  
licothe to Lancaster. At Washington, all letters destined to  
the Northern part of Ohio from Baltimore, the State of Ill. the  
Dist. of C. & the Northern parts of Virginia, ought to be distributed.  
And indeed the mail from Phil. is sometimes sent in the  
same direction. Letters from these various points are col-  
lected on the great Cumberland route, and all of them that are  
directed to the North of Ohio should be distributed at the  
point where it is most proper they should leave. The

main Western route. Washington is that point. From this place there are six weekly trips to Pittsburg. From Pittsburg, there are two weekly trips in the stage to Beaver, thence by New Lisbon to Canton Wooster &c. There are also two trips in the stage from Beaver by the way of Poland & Novena to Cleveland. Also a trip in the stage branching from this line by the way of Warren to Ashlaba. Besides these, there are many routes which branch from the routes first named. You must at once see, that from Wheeling you must send the Washington to Pittsburg, to give the mails the safest & most expeditious direction. By the way of Steubenville, the distance would be greater & many of the packets would have to travel Eastward after they reached New Lisbon, to get into the proper channel. No man who looks at the map of post-roads which is constantly in my view, can hesitate a moment to decide that Washington is the point to distribute the Ohio mail. It was not the position, but other causes, which induced my predecessor to change the distribution from Washington to Wheeling. The attempt spoken of in my late letter, to correct the inconvenience of distributing at Wheeling by having the packets separated at Hagerstown, extended no farther than to letters mailed at the Washington City Office. The P.M. here was instructed to make up all letters directed to the Northern part of Ohio, into separate packets, & endorse on each "Ohio North". These packets the P.M. at Hagerstown was directed to send by the way of McConnells town to Pittsburg. But while the mail proper Westward six trips weekly, it passes but 3 times, between Hagerstown & McConnells town. You can therefore at once see, that the arrangement, however carefully carried into effect, was essentially defective. But the fact is, at the Washing office the business is so extensive, & the topography of Ohio so imperfectly understood, that errors were daily committed. The P.M. at Hagerstown did not open the Ohio packets, he could not do this without examining the Ohio mail, which would have taken the distribution from you or subjected the Dept. to the expense of two distributions. But even admitting the arrangement at the Washington office could be carried completely into effect, still all letters mailed at Balt. Alex. Geo. Town,

Annapolis & all other places in Md., the Dist. Co. & the Northern part of Virginia, for the Northern part of Ohio, must go to Wheeling for Distribution. As it respects this measure, as it respects the measure, it is of little importance what number of the Ohio delegation endeavored to influence its adoption. Eight or 10 signed their names to a written application on the subject, & I am under the impression, that several of the balance signed last winter or made a verbal request. The measure being right in itself, rested more on its intrinsic merits, than on any extraneous influence. After learning that an exception was even taken at the words "Ohio delegation" used in my letter, as conveying a stronger expression than the facts warranted, I shall not be surprised at any future exception. It is true Judge Ruffles & Mr. Jennings did not sign the application - they are believed to be the only persons of the Delegation who did not, this winter or last, speak favorably of the change. I now speak from memory, as I did in my letter to you, I may not state the exact number, but the fact is of so little importance, that so little to do with the merits of the case that it is not deemed necessary to refer to the files of the Dept. That Messrs. Whittington, Stone & Bartley made the application is certain, & it is equally certain, that the other members of the Ohio delegation have no more interest in the change, than in similar change in any of the States on this side of the mountain. It is doubtful candor that I should say, that the tenor of y<sup>r</sup>. letter, & the facts which have since transpired, through y<sup>r</sup>. agency, are not calculated to elevate y<sup>r</sup>. standing with the Dept. should the distribution, by any possibility, not be removed from Wheeling. I believe

You entirely mistake in supposing that y<sup>r</sup>. enemies, or any who may be hostile to the prosperity of Wheeling, took any agency in the contemplated change.

Nathl. Williams

Dist. Atty. Baltimore Md.

Post Office Dept.

27 Feb 1826

You will be pleased to suspend further proceedings on the Judgment against John C Moore, till the 1<sup>st</sup> June next, when he will pay the full amt. of debt & costs.

M.L.

Hon. S. D. Ingham

28 Feb.

Chairman of the Com. on P.O. & P.N.

In add. to my letter of the 2<sup>d</sup> Apr. 1824 to the Hon. Mr. Mitchell, a copy of which is enclosed, on the subject of the claim of Miss Beunt, Note Richardson & Glenn, I have only to observe, that from the language used in the letter of acceptance by the P.M. Gen. & also in the Contract, it was made an important condition that the mail should be conveyed in the S. Boat by the Court "when the Bay admitted of Vessels sailing" In making this Cont., the mail was taken from Miss Harris & Griffin, the former of whom had been engaged in ~~the~~ porting it on this route, about 13 years. Sail Boats well adapted to this service & the conveyance of passengers had been constructed by them, & in every respect, it appears that their duties as Contractors were performed with advantage to the public, & to the entire satisfaction of the Dept. Some apprehensions appear to have been entertained by the public perhaps by the Dept. that the substitution of a S. Boat for the sail Boats which had been used, would render the conveyance of the mail less certain, without increasing, in any respect, the public account. This consideration probably, induced the P.M. Gen. to make the acceptance subject to the condition of conveying the mail in the Boat "when Vessels could sail in the Bay" & also to enforce a forfeiture when he considered it was incurred. I regret to say, that after the most diligent search, the papers which contained the evidence of failures, on which the Cont. was annulled, & those shortly afterwards transmitted by Mr. Glenn, do not appear to have been filed on the files of the Dept. The papers numbered from 1 to 15 contain all the information in the possession of the Dept. at present. An attempt has been made to supply some important facts in the case which were contained

in lost papers. If this can be done, no time shall be lost in laying them before the Committee. Should no add. facts be furnished, it is submitted to the Committee, whether the papers already before them, do not show, that Vessels with sails did ply on the Bay, several days before an attempt was made to run the Steam Boat by the Court; & if the navigation of the Boat at that early season was difficult & somewhat hazardous, whether the Court did not voluntarily incur, all the risks arising from the contingency of being able to run the Steam Boat, when sail Boats could ply. That sail Boats are better adapted to the conveyance of the mail on this route, than Steam Boats, appears from the fact of such Boats being since used, without any competition from the owners of any other class of Vessels.

M. L.

Hon. Jas. Strong

28 Feb. 1826

1<sup>st</sup> of Rep.

I have in no case directed in what papers, letters should be advertised, but have left the subject to the discretion of the respective P.M. They are better qualified to judge in what papers it would be best to give this notice, than I am, & I have always requested them to publish in such papers as would most promote the public interest.

M.L.

Geo. M. Bibb

1<sup>st</sup> March 1826

Dist. Atty. Frankfort K.

In the case of Edmund F. Newton, you will not issue process against the body of his surety, Elliott Recker, unless there be evidence that he has conveyed his property to avoid the judgment.

M.L.

Post Office Dept.  
2<sup>d</sup> March 1826.

Rich. Harrison  
1<sup>st</sup> Aud. Treas. Dept.

I have the honor to transmit to you a statement of the disbursements made by me in repairing the mail road from Nashville in Tenn. to N Orleans. The sums were paid, as you will perceive from the vouchers, on a valuation of the work by Saul Smith & St. Defrance who were app<sup>o</sup> for that purpose on the record of the Mississippi delegation in Congress. These persons were allowed & paid \$5 each per day for the time they were employed in examining the repairs. This compensation was believed to be reasonable, & was less by nearly one half than they charged. After these disbursements there remained in my hands \$290 which has been paid to the order of Mr. Dooly who made repairs on the same road, which were valued by Mr. Ward, Indian Agent, who resides on the road where the repairs were made, & on whose judgment in such matters, great reliance may be placed. I should be gratified, if a speedy examination could be given on this account.

M. L.

J. Marshall Pk.  
Shawneetown Ill.  
2<sup>d</sup> March.

(Your letter of the 9<sup>th</sup> ult. is rec<sup>d</sup> with the certificate of Browne & Eddy. On the subject of the letter addressed to Thomas P. Clark, Morris, you need not give yourself the least concern (You acted perfectly right in the business, & therefore not subject to censure or complaint.

M. L.

Chauncey Bulkeley  
Colchester Vt.  
2<sup>d</sup> March

If the letter of which you write, from Mr. Mallory to you, shall be rec<sup>d</sup> to this office, it will be forward<sup>d</sup> as you request.

M. L.

Post Office Dept.  
7<sup>th</sup> March 1826.

Thos. Davis  
Cheraw S.C.

Your proposal of the 4<sup>th</sup> inst. for transporting the mail from Jonesboro to Blountsville T. once a week in the body of a two horse stage at the rate of \$275 a year is accepted, & it is understood that you are to commence the operation on the 1<sup>st</sup> of next month. This letter will authorize & direct you to assume the conveyance of that mail at the time above specified, which will supersede the further services & Comp<sup>ts</sup> of Mr. Carmichael on that line. A Cert. & bond corresponding to the agreement contained in this letter will be sent without delay to the P.M. at Blountsville for yr. signature.

M. L.

M. P. Wallis Pk.  
Macon Ga.  
7<sup>th</sup> March.

A paragraph in the Macon Messenger, complains of the total suspension of the mails in the Counties of Houston, Wilcox, Fayette, DeKalb &c. & attributes it to the neglect of this Dept. I cannot say that I have reason to be satisfied at yr. silence & inactivity in such a state of things. No report has been rec<sup>d</sup> from you, either of the fact of delay on the part of the Court Mr. Morris, or of the discontent & misrepresentations to which it gave rise; & the probability is that you have neither attempted to correct the one or to allay the other. The fact is that as Mr. Morris' Court was by its terms to be put in operation the 1<sup>st</sup> Jan<sup>y</sup> last, the preexisting mails ceased by express regulations at that time, & Mr. Morris, having refused to enter on the performance of his duty, until a certain alteration could be made in his contract, a total cessation of the mails, against the will & contrary to the rightful arrangements of the Dept. has been the consequence. The desired alteration was instantly made in Mr. Morris' Court & the impediment is that he is now engaged in the performance of his duty. If however that is not the case, you are hereby authorized & directed to employ without delay some other person for the performance of that service, at a Comp<sup>t</sup> not exceeding \$360 a year - which is the allowance proposed to be made to Mr. Morris. You are requested to communicate the substance of this letter to the Ed<sup>r</sup> of the Macon Messenger, of which he can make such use as his sense of justice may dictate. And you are expected to give immediate attention to this subject & to report yr. proceedings to the Dept.

M. L.