

stage transportation than the original Cont. But, in this case, the option was offered to you, which you declined, after which, there was no hesitation by me in accepting the bid made by the Company as stated. It is the policy of the Dept. to pay the person who performs the service so soon as the Stage Conveyance commences, you will be relieved from the transportation of the mail from Fort Mitchell to Montgomery, & there will be paid to you, one month extra pay.

M. C.

James Edington

Huntington A.

12th June 1826.

As to a transfer of y^r. mail Cont. I cannot advise you, you must exercise y^r. own discretion on the subject. Property actually engaged in the conveyance of the mail, is not liable to be levied on by execution, but, I am not prepared to say, that either stages or horses, not employed at the time, tho' daily engaged in conveying the mail, may not be levied on. The Courts, I understand, have denied the property on a mail line, used for the transportation of the mail, is privileged from execution. The correctness of this decision I doubt, as there is no law expressly exempting the property, & the ~~power~~ function under which the exemption attaches is a penalty for stopping the mail. As levying upon property actually engaged in the transmission of the mail, must consequently stop its progress, such levy is illegal & the officer making it is a trespassor, but where the property is not thus employed, at the time, there is some doubt whether it is not liable to execution. I hope you will not suffer any failure of the mail, thro' the embarrasments under which you labor.

M. C.

James W. Williams
Priestford, Harford Co. Md.

Post Office Dept.
13th June 1826.

I have rec'd. of - h.t. & regret the misunderstanding which has taken place in relation to y^r. q^r. If in y^r quarterly q^r, ending Oct. 1. 1824, & Oct. 1. 1825, you regularly charged the bidders as Due to you, for the private mail, it must have escaped the notice of the Examining Ct., & the charges were thus erroneously made against you. If Office was not noted "private" (as it ought to have been) on the accounting Books of the Dept. the call was consequently made on you as a matter of course. I have now ordered the proper credit to be entered, & the q^r to be finally closed.

Joshua Trout P.M.
Tuscarobia A.

13th June

M.C.

W. Greenleaf was app'td. P.M. at Port Gibson, & I am astonished that he had not rec'd. his appointm^t. before the date of y^r letter. I have directed a duplicate letter to be sent. - I have written to Mr. Edington respecting the levy made upon his stage property. Such property while actually engaged in the transportation of the mail is free from execution, but when it is thus employed, although it be placed on a mail route for that purpose, I doubt whether it is privileged. The Courts in most, if not in all cases, I believe, have construed th. privilege to extend to all property placed on the mail route, which is necessary for the conveyance of the mail. I hope Mr. Edington will not suffer a failure. If he should fail, I trust you will make the most judicious arrangement possible for the mail. It must not fail under any circumstances, under particular exigencies I should not care to have it brought from Huntington on horseback or in a Satchel. By the advertisements directed to be published you will learn the steps that have been taken to repair the road from Columbus to Doakes, and the late appropriation of Congress.

M. C.

It was certainly proper for the person in possession of the Office to deliver over the papers &c. to Mr. Greenleaf & I hope this has been done, by y^r order, if not before.

Post Office Dept
15th June 1826

J John Young (f.d.)
Ball. M.D.

It is impossible for me to form a satisfactory opinion respecting y^r late invention for letter boxes, without seeing a model, or a description of it. I shall place great reliance in the opinion of Mr. Skinner.

McLean

J. A. Erwin P.M.
Athens Ga.

14th June

When a Commiss^t is rec^d by any person, which is intended to impose upon him, by charging him with the postage - and this intention is clear from the communication itself, you will remit the postage. It will not be proper for you to open any letters or packets rec^d at y^r O. under seal. The relief, which this letter authorizes you to give will obviate all objection.

McLean

J. P. Erwin P.M.
Nashville T.

15th June

I apprehend, from the acct. I have rec^d of the mail at some of the offices between Nashville & Lexington, that you have not retained in y^r O. those who have an intimate knowledge of the arrangements for the mail, & that you have not seen some of the circulars which have been issued on the subject. You observe there are two kind of locks. The large lock is to be put to what is call'd the "Great mail bag". This bag is only opened at the distributing offices, or at offices where important mails branch. The small lock is to be used on what is call'd the "Way bag". In this bag is to be put all packets for delivery on the route, before the mail arrives at an office which opens the great mail bag. - On the route from Nashville to Washington City by the way of Murfreesboro, the great mail bag is opened at McMinnville, at Murfreesboro & Abingdon. the latter is an office where distribution is made. On this route therefore it will be necessary for you, to place under the great lock, all packets destined for McMinnville, or for places beyond it. This arrangement gives great security to the mail, by having the bag which contains that part of it that is most valuable, examined, only at a few of the most responsible offices. On the route from Nashville to Lington

the great mail bag is opened at Rutherfordville & Bowling Green. It is very important, that you should have employ'd some person who has been accustomed to making up the mail, & giving each packet its proper direction. Without the knowledge gained by experience, mistakes will often occur in this part of y^r duty, & then will give rise to Complaint. It is my intention to furnish the important offices with Maps, on which shall be laid down the mail routes - but this is a work of time, & cannot be done before the latter part of this year, or the beginning of the next.

McLean

I send you a line which I have just rec^d from the P.M. at Harrisburg,

J. A. Dufay P.M.
New Orleans La.

15th June 1826

I am surprised at the interference of Mr. Chevalier with the arrangements of this Deptt. You will please to inform him that you are directed to report to me any embarrassment, which his conduct may produce to the P. Office regulations, & that in addition to a prosecution, where a penalty is incurred, the fact shall be presented to the President. — If his late interference extended no further than to require the Agent, who was under his control as an officer of the Customs, to resign his Agency, under the penalty of dismission from his office in the Customs, I have no objection to make. But if he presumed to exercise any authority over the Agent, in regard to his duties to this Deptt, it would be well for him, in future, to avoid such an interference. From the very favorable acct. I have had of Mr. Chevalier's character & standing, I cannot believe, that any thing more was intended by him, than to control an officer officially connected with him, & over whose conduct the law gives ~~him~~ a control. — I see no incompatibility in Mr. Daly's acting as Agent, but if the Collector shall object to his doing so, some other person must be obtained, on the same terms, if possible, to perform the duties of Agent. Great care should be taken that the arrangement does not produce delay in the reception of letters. When they cannot be forwarded with as great despatch by the Stagecoach as by the Vessel in which the Agent found them, he should send the bag, after it is sealed, by the same Vessel, to New Orleans. There can be no doubt, that a large proportion of the letters, before this Agency was established, were delivered from the

Vessel, & never found their way into the P. Office. That Merchants who had been in the practice of receiving their letters in this way, should complain of the late arrangement, which subjects them to the payt. of postage, if to be expected. But, I trust, that the intelligent & judicious will see, that for this small increase of expense, they are more than compensated by the greater despatch & security of their Correspondence. The bags sealed at the Balsys should not be broken, until their delivery at the P. Office.

J. McLean

Eleazer Waterman

16th June 1826.

George Town S.C.

I have rec'd. y^r of the Ques. I have to inform you in reply, that the quarterly accts. of Jacob Wayne ending 1st Oct. 1825 has recently been rec'd. It is found to amount \$342.92 making the whole amt. of debt \$1534.05, on which sum the Dist. Atty is authorized to take judgment. I am not willing to decide the question of your responsibility, as you propose, but, if you wish it, a judgment may be entered, subject to the decision of the Supreme Court as to your liability. The decision will probably be had at its next term, as several cases are pending, which involve the same principle. Should judgment be thus entered by your consent, there will be no proceeding on it, until the decision of the Sup. Court shall be had as is above stated. This letter will be sufficient authority to the Dist. Atty to make the arrangements proposed.

J. McLean

J. Wm. Ghosson

20th June

Gholsonville Va.

I have no legal power to suppress a prosecution, for the violation of the P.O. law, nor can I advise it. All men were honest before they became otherwise, tho' I admit there are many degrees of Criminality & that public justice requires a more rigorous course in some cases than others. As an officer of the Govt. it is my duty to say, that every violator of the law should be punished. This is only to be attained by a prosecution. If the fact is known, to which you refer, in y^r letter of the 19th inst., to suffer the perpetrator to escape would have a bad effect, on those who are intrusted with the mail. The force of example, is powerful with men, whose opinions may not be formed under the influence of virtue. How

is it, that P.M. after all the caution that has been given on the subject, still suffer mail bags to be used, which afford no security to the mail. Of what use is a lock, if the hand of a driver or passenger can, at pleasure, be thrust into the bag. I urge such great inattention to Duty.

J. McLean

J. More P.M.

Petersburg Va.

20th June 1826.

I am informed that a mail bag is used on a Ghosson's line, that will admit the hand of any depredator, without disturbing the fastenings used. At this report I am mortified, because it shows great inattention by P.M., & must lower the character of the Dept., for that kind of diligence & care, so essential to the safety of the mail. You certainly feel an interest in this matter, & it is possible, that such a bag has escaped your observation. A letter containing money, has actually been taken out of the mail lately, by a driver on the route above stated.

J. McLean

J. B. Smith P.M.

Raleigh N.C.

20th June

It is mortifying to learn that a mail bag is in use between Petersburg & Raleigh, which will admit the hand of a depredator without disturbing the fastenings used. A letter containing money, has lately been taken out by the driver on Ghosson's line. It is possible that this bag has escaped y^r observation. It is impossible, but that you would feel sufficient interest in the reputation of the mail & the character of the Agent of the Dept., to correct at once, & provide against, an exposure so reprehensible.

J. McLean

Post Office Dept
20 June 1826

J. H. & Louis McLane
Wilmington Del.

It would be gratifying to me, to have the aid of your professional services, in the prosecution against Nichols. I think the public are deeply interested in the conviction of this man, that his punishment may have its proper influence. I have advised the Dist. Atty. of my wish to have you associated with him on the trial.

J. McLane

J. M. T. Simpson

20th June

Present

Since the mail has been committed to the S. Boats between N' York & Albany, complaints have been frequent & loud, that there was great irregularity in delivering it to the intermediate offices. These Complaints have occurred much often, this year than last, notwithstanding the means resorted to, of fines & remonstrances. The Agent of the line that has the conveyance of the mail, has lately offered to relinquish the Cont^t, & I am determined to accept the proposition, if I can make a more advantageous Con^t. with any other line of Boats.

By the present Con^t. the mail is to be transported between the above places, three trips weekly, & as much often as the Boats fly. They have generally performed 5 trips. For this service the Dept. pays \$2000 per m^r. From Albany to Buffalo there is a daily mail - it is therefore of great importance not only to Albany, but to all places west of it, that the mail should be transmitted daily between N' York & Albany. I wish this accord^d. to be secured under the contemplated arrangement. The mail from Phil^t. arrives at N' York at about 6 or 7^h after 6 A.M. & should be despatched to Albany as soon thereafter, as the Commissioner of the N' York P.O. will admit. I wish you to proceed to N' York & ascertain the most favorable terms that can be had from a line of S. Boats for the conveyance of this mail. As this service will subject the line to little or no expense, it is hoped, that a Cont^t. may be made on terms not less favorable than the present Cont^t. The boats all stop to land & receive passengers at all the intermediate points of much importanc^e, so that the delay required for the delivery of the mail

will add little or nothing to the time ordinarily taken in performing a trip. A list of the offices on the River, is enclosed, & if the Agent of any line should object against calling at all of them, & this would make an important difference in the Cont^t, it may be proper to exempt the boats from calling daily, at some of the smaller offices; probably 3 visits weekly w^{ll} afford unto them a sufficient acc^d. It is a matter of no importance to the public, by whom the service is performed provided it be done well & at a moderate price. I should have no objection to the arrangements embracing two or more lines if perfect punctuality could be secured in the delivery of the mail. On this subject you will be able to judge when you shall be & converse with the Agents or Companies of the different lines. Mr. Collier is the Agent for the present mail line. Any Cont^t. that may be made will expire with the year 1828. You will observe that the Cont^t. will only require the mail to be conveyed by the boats, so long as they shall continue to fly between the above points. Gen^t. Bailey & Gen^t. Van Rensselaer, have been written to on the subject, but as the latter is absent, & some delay may take place in submitting propositions, by the S. Boat Co^t, it is deemed advisable, to see them personally, & know on what terms the service can be performed. You will advise me of yr. progres^s, & if necessary, await my decision on the propositions made, if they should be less favorable than are anticipated. I doubt whether I ought to make a Cont^t. more unfavorable, for the Dept., than the one proposed to be relinquished. This may have some weight with the Agents.

J. McLane

I may have other business which will require yr. attention, of which, I shall advise at N' York.

Yrs. Joseph L. Gott, P.M.

Palmyra, Wayne Co., N.Y.

21st June 1826.

Your letter of the 13th inst. is rec'd. I particularly request that you will not give publicity to the loss, and no caution shall be left untried to detect the offender.

J. M. L.

Post Office Dept.

Theodorus Bailey, P.M.
New York, N.Y.

21st June 1826.

On the 7th May, a packet of letters was mailed at Palmyra, Wayne Co. N.Y. direct for your office, among which was a letter written by Jos. S. Cobb, who is the P.M. at Palmyra, containing \$100- which has never been recd. In the same way, the same person lost \$200- about two years ago. Such cases are quite alarming, as they tend to destroy all confidence in the Dept., and they must be detected if possible; at any rate, the danger must be eradicated, at any sacrifice. Please inform me whether any packet of that date arrived at your office from that place; and if so, whether it was perfect. Any information, or any means within your power that may tend to elicit light on this subject, you will also communicate. Let not the case become a matter of publicity -

J. M. L.
L. J. Van Kleek P.M.
Poughkeepsie N.Y.

22nd June

In a very short time, I trust, the irregularity in y^r mail, which has justly been complained of, since the 1st Boats took it last spring, will be remedied, as I am about making a new Cont^r. with another line of Boats. I have threatened, fine &c until the present Cont^r. have proposed to relinquish the Contract. Every piece of separate paper enclosed in a letter, whether it be a bank note, a blank, or contains writing, is subject to be charged as a separate letter. The law speaks of a letter "composed of two pieces of paper &c". I understand you to say, that the construction contended for is, that both pieces must form a component part of the same letter. Under this construction upon the letter enclosed be a separate & distinct letter from the envelope, signed by the same, or a different person, & directed to a different individual. The law evidently intends to embrace the different pieces of paper, folded & directed as a letter, without reference to what may be written on them. A letter in blank is chargeable with postage, tho' in such a case it might be proper to remit the postage on the ground that the person who sent it, intended to impose upon the individual to whom it was directed. But, where on onest piece there is writing, postage must be charged for

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each piece. This has been the construction of this Dept. for many years past, & if it had not been long sanctioned, I should entertain no doubt of its correctness. Articles, other than paper, which a letter may contain, must be charged by weight. At this it would be equally just to charge for each article thus enclosed the same as for a slip of paper, yet the law has not so expressly provided.

W. Barber P.M.
Cincinnati O.

23rd June 1826.

I find that complaint is made in the Cincinnati Republican, that the mail is by some means delayed two days on its passage from the Eastward to Cincinnati under the late arrangement of six mails weekly. Have you observed this? Is the letter mail delayed? Your special attention is requested to this subject, & if the fact be as represented, the most effectual remedy must be applied. I am reluctant to believe that so great a defect as the above should have passed over in silence by you. From yr. not apprising me of the fact, I have supposed that the St. papers sent to the Republican have been delayed by the printers, & that the delay was not experienced in the letter correspondence, or in the reception of M^s papers at the other printing offices. I have written to every principal office between this and Cincinnati, & have rec'd. answers from them all, that they have no knowledge of any delays in either St. papers or letters.

Lewis Barber P.M.

23rd June

Point Pleasant O.

In pursuance of a rule uniformly observed, it was made known to you, that the continuance of y^r office was objected, & the words used in my Complaint, were substantially, if not literally the same, as were used in the letter of Complaint, to the Dept. This being the case, there was no cause for the irritation evidenced by yr. answer. In my letter there was not the slightest intimation, of an unfriendly character, unless indeed you considered it unfriendly to inform you of what had been communicated to the Dept. respecting y^r o. This course in the Dept. has heretofore been considered of a character directly opposite to hostility, & as affording to P.M. a shield against the attacks of secret adversaries. There will be no change in yr. office.

M. C. L.

112.
McKee & Harris
Ebenezer Academy S.C.

Post Office Dept.
28 June 1826.

I have found more difficulty than I anticipated, in determining whether certain publications should be denominated pamphlets or Newspapers. You call yr "Encyclopædia" a Newspaper, & it seems to contain all the requisites to constitute a pamphlet or Magazine, & but few which distinguish a Newspaper. A Newspaper is known by its form, tho' this is not essential, by the political information which it contains, & especially that part which relates to current events, & by advertisements. A pamphlet or Magazine must be printed in the usual form, & it matter generally embraces subjects of general interest, omitting a summary of news & advertisements. The only distinction that seems to exist between a pamphlet & Magazine, is, that the latter is necessarily miscellaneous, whilst the former is not so. But, in regard to the charge of postage, this distinction is of no importance as they are both chargeable at the same rate. Looking at the matter of the N. of yr "Encyclopædia" enclosed, it would appear that it should be charged with pamphlet postage. For, altho' it contains a short summary of recent events, its pages do not seem so much devoted to politics as is common for a Newspaper, nor do they contain any advertisement. The little page in stating the divisions of the publication enumerates Politics, Summary of News, & advertisements. These subjects are always found in a N. paper, & if contained generally in yr "Encyclopædia", I should have no difficulty in denominated it a Newspaper. And at present, I cannot give a more positive determination of its character than to give the criterion by which to distinguish it. The test should not be applied to one or two numbers, but to the general tenor of the publication: - I have felt myself justified by sound policy, in giving a liberal construction to the P.O. Law, for the circulation of N. papers & other periodical publications, and have determined, that the proprietors of a Newspaper may receive free of postage, N. papers directed to them as printers. This construction would not cover papers thus rec'd. for the benefit of others, but so far as the interest of printers is concerned, I have not thought it

my duty to enquire, when a paper was sent to them, as the publishers of a N. paper, whether they paid for it by sending their own paper in return, or in some other way. The period at which a N. paper is published is not considered as at all material to its designation. You are aware that the privilege of exchanging N. papers free of postage, does not extend to the publishers of pamphlets.

McLean

J.S. Since closing this letter, I observe on the Cover of yr "Encyclopædia" some advertisements are printed, & a notice given, that they will be regularly published at a certain price. Considering the cover as a part of this publication, as I suppose it must be, under the definition which has been given in the body of this letter, the "Encyclopædia" may be properly denominated a N. paper.

E.B. Gould

23rd June 1826.
25. East Florida Herald, St. Augustine F.

The P.M. at Savannah is answering some inquiries respecting the irregular transmission of yr. papers in the mail, enclosed to me a packet of yr. papers, directed to Mr. McLean, which had just been rec'd. at his office. This packet was secured by a single envelope of very tender paper, which, I am sure, would have been destroyed, by friction in the mail, long before it arrived at this place. The manner in which this packet was prepared for the mail, convinces me, that to secure regularity in the recpt. of yr. paper thro' the mail, it must be more carefully put up. Since I have been in the Dept. not a single complaint has been made of the miscarriage of "Niles Register". This can only be accounted for, by the great pains which are uniformly taken in preparing that paper for the mail.

McLean

Geo Huston
N.York City

23rd June

At the patterns to which you refer, were mailed to Philad. for N.York, thro' mistake, the \$25 charged as postage, will be remitted by presenting this letter to the P.M. at N.York.

McLean

Post Office Dept.
23rd June 1826.

J. Ross Wilson
Trenton N.J.

My last letter to Mr. Wilson was written on receiving the letter of Mr. Richy, without advertizing to the fact of his not being Party on the bond lately executed. The Party on this bond are considered good, & no additional guarantee is required. — Nothing more than a faithful dis-charge of the duties of the office will be required of Mr. Wilson & it is hoped that the inattention of those in whom she has confided for the past, will be a sufficient warning for the future. — I hope is will be in the power of Mr. Wilson, to negotiate a loan for at least \$1000, to pay the greater part of the balance that remains against her. She can make no retribution in her living which will enable her, out of the receipt of the office, to discharge this balance. If her comp' were strictly appropriated to this object, it would require more than two years to accomplish it. This would be a longer time, than I should, under any circumstances, be justified in giving or which she could expect. A considerable time has already elapsed since pay. was required & should have been made. I presume it will not be difficult for her to borrow the sum above stated, or indeed the whole am't. of the balance, by pledging a certain part of her compensation to refund it.

J. Ross Wilson

Mess^rs Skinner & Barber,

Marietta, Ohio

The late change in your contract, was directed at the instance of your representative, & was believed to be for the public interest. A post office was established at McArthurville, & the person app'd P.M., as in all other cases, was authorized to call upon the carrier to visit his office. The Post Master at Athens was also written to on the subject, & was requested to direct the carrier to pay by the new office. From the representations made, it was not supposed that this change would impose new duties, for which a compensation would be charged, as the road by McArthurville was represented to be equally as good as the route traveled, & was some miles shorter. Mr. Hewitt, who seems to be the carrier, wrote to the Dept^t stating some difficulties & expenses, which were not expected, and represented himself to be the sub-contractor on the roads. In this way

the correspondence took place with him, without directing my attention, specially, to the fact of no assignment of the contract, having been filed in the Dept^t, by Mr. Hewitt. My directions went to the principles, & not to the form, supposing that the proper persons to be addressed, were named in the letters prepared for my signature — having to sign, almost daily, from fifty to a hundred letters, for which my other duties will allow only a few moments, I cannot examine minutely as to the form, but can only decide on the principles.

There is however, but little ground for the objections you make, looking at their meant, in this case. To this however, I take no exception, as I pay no attention to it, but look at that part which requires an answer.

As the new office by McArthurville can pay but a small sum, an amt. much greater than its product cannot be given for this charge. The carrier was ordered to pay by McArthurville, thence to Adelphi.

As this deviates from the old route only some thirty or forty miles, & would not, it was supposed, increase the distance more than from three to four miles, it was believed that an increase of pay, at the rate paid under the contract, for this additional distance, would be a reasonable compensation. By the first order it was not contemplated that the new route, would intersect the old one, at or before the carrier reached Adelphi from Athens.

If this service, as last ordered, cannot be performed for thirty or thirty five dollars per annum, I shall make the new office a private one, & direct the carrier to resume his original route.

You will observe under your contract that the Contractors are not the exclusive judges of the amt. of compensation they shall receive, for additional services, nor is it left to their option to perform the service, when directed. The Post Master Genl is bound to pay for any additional service he may require, at the same rate as such services are paid for under the contract.

In this case the additional pay whatever it may be, will be endorsed on the contract and paid for, to the contractor. The correspondence with Hewitt was to elicit facts, though at the time I did not advert to the fact of his not being known as assigned of the contract, on the books of the Dept^t. Unless such a transfer were made, it would certainly be irregular to pay a sub-contractor for any additional duties that may be imposed upon him. I know of no case where one has been paid under such circumstances, nor was there any intention in this instance, to separate the additional service required, from the contract. I have written to the Post Master at Athens & also at McArthurville, to ascertain the increase of distance, under the last order.

J. Ross Wilson

Post Office Dept.

24th June 1826.

Geo. M. Bibb

Dist. Atty. Frankfort K.

Y^r. letter informing me of Judge Trimbles decision on bonds given by P.M. under the late P.O. law, w^t to my favor of the 18th Inst. which I have just rec^d, was either never rec^d or entirely escaped my attention. There is now pending one or two suits in the Supreme Court, involving the validity of the above bonds, brought up in order to settle the question.

From the hasty manner in which I have rec^d the case, I cannot place a very strong confidence in the correctness of my own opinion, but I confess, that I did suppose, there would not be found another member of the Supreme Bench to agree with Judge Johnson on the subject. Judgments have been enforced on these bonds, by the Courts of the U. S. since the establishment of this Dept.; and altho' under the late law they were not expressly required to be given, yet they tended to the public security & were promotive of the policy of the law, & for many years, had rec^d all the legal sanctions of the Govt. - In the present P.O. law judges Johnson & Trimble will rather find an argument in their favor, as it may be urged, if the taking of such bonds were legal, why expressly require them to be given by the law of 1825. - This Dept. is deeply interested in this question, & I am very anxious that it should be decided at the next term of the Supreme Court.

J. McLean

T. Shore P.M.

26th June

Petersburg Va.

Mr. Gholson has been advised on the subject of the late robbery, & will no doubt attend to the business as the public interest may require. I informed him that it was inconsistent with my duty to countenance any steps favorable to the escape of depredators on the mail. Though there may be different degrees of turpitude, all should be punished.

J. McLean

Post Office Dept.

27th June 1826.

J. Prout P.M.
Tuscaroria A.

Y^r. favor of the 27th inst. has been rec^d. Instructions have been given on the point to which you refer - see in the 19th printed instructions. Nothing could be more explicit. The same thing has since been repeated in Circulars. It will be the interest of Constl. to take the entire mail, for if they leave a part, the fine will be equal to the additional expense of procuring the means of conveyance, & besides, by leaving a part of the mail, the Constl. endangers his Contract.

No P.M. should fail to report any failure to take the whole mail. Any expense incurred in sending on the mail, by a P.M. will be always charged to the Constl. This will be done, either on an entire or partial failure, that is, whether the service be, to carry on the whole mail, or only a part of it. I have no doubt you acted from the best intentions, in sending on the papers by J. Boat, but the act has caused me no small degree of mortification. The arrival of the Box containing the papers, was announced in due form for today, stating the N^o. of papers & dates - the same thing, I believe, was done at New Orleans. These notices were published throughout the Union, & in many places, the Post Gard. was severely censured, for such a regulation. Every Constl. should be well informed that he hazards the loss of his Constl. by leaving a part of the mail. That it is his duty to take, at all times the entire mail; and that, if he leaves any part of it behind the P.M. at whose office it is left, is authorized to hire a carrier at any expense to take it on, & that the Constl. will be charged to the Constl.

J. McLean

J. Wildman P.M.
Danbury Ct.

27th June

What is meant by the average time of the arrival of mail is this - If a greater N^o. of mails arrive between the hours of 9 A.M. & 5 P.M. than arrive at all other hours, within those hours to wit, 9th 5 is the average time of arrival, & the bill may charge 50 per cent. This rule is so plain that it cannot be mistaken. The time fixed for the arrival is not important, as to the charge of 50 per cent. the charge must be regulated by the actual time of arrival.

J. McLean

Geo. M. Bibb

Dist. Atty. Frankfort K.

Post Office Dept.

24th June 1826.

Y^r letter informing me of Judge Trimble's decision on bonds given by P.M. under the late P.O. law, ref^d to in yr favor of the 18th Inst. which I have just rec^d, was either never rec^d or entirely escaped my attention. There is now pending one or two suits in the Supreme Court, involving the validity of the above bonds, brought up in order to settle the question. From the hasty manner in which I have rec^d the case, I cannot place a very strong confidence in the correctness of my own opinion, but I confess, that I did suppose, there would not be found another member of the Supreme Bench to agree with Judge Johnson on the subject. Judgments have been enforced on these bonds, by the Courts of the U.S. since the establishment of this Deptt; and altho' under the late law they were not expressly required to be given, yet they tended to the public security & were promotive of the policy of the law, & for many years had rec^d all the legal sanctions of the Govt. - In the present P.O. law judges Johnson & Trimble will rather find an argument in their favor, as it may be urged, if the taking of such bonds were legal, why expressly require them to be given by the law of 1825. - This Deptt. is deeply interested in this question, & I am very anxious that it should be decided at the next term of the Supreme Court.

M. Leam

T. Shore P.M.

Petersburg Va.

26th June

Mr. Gholson has been advised on the subject of the late robbery, & will no doubt attend to the business as the public interest may require. I informed him that it was inconsistent with my duty to countenance any steps favorable to the escape of depredators on the mail. Though there may be different degrees of turpitude, all should be punished.

M. Leam

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J. Front P.M.

Tuscumbia A.

Post Office Dept.

27th June 1826.

Y^r favor of the 27th inst. has been rec^d. Instructions have been given on the point to which you refer - see in the 19th printed instructions. Nothing could be more explicit. The same thing has since been repeated in Circulars. It will be the interest of Const^t. to take the entire mail, for if they leave a part, the fine will be equal to the add^d expense of procuring the means of conveyance, & besides, by leaving a part of the mail, the Const^t. endangers his Contract.

No P.M. should fail to report any failure to take the whole mail. Any expense incurred in sending on the mail, by a P.M. will be always charged to the Const^t. This will be done, either on an entire or partial failure, that is, whether the service be, to carry on the whole mail, or only a part of it. I have no doubt you acted from the best intentions, in sending on the papers by S. Boat, but the act has caused me no small degree of mortification. The arrival of the Box containing the papers, was announced in due form pt. Stat^e, stating the N^o. of papers & date - the same thing, I believe, was done at New Orleans. These notices were published throughout the Union, & in many places, the P.M. Govt. was severely condemned, for such a regulation. Every Const^t. should be well informed that he hazards the loss of his Const^t. by leaving a part of the mail, and that, if he leaves any part of it behind, the P.M. at whose Office it is left, is authorized to hire a carrier at any expense to take it on, & that the Const^t. will be charged to the Const^t.

M. Leam

F. Wildman P.M.

Danbury Ct.

27th June

What is meant by the average time of the arrival of mail is this - If a greater N^o. of mails arrive between the hours of 9 A.M. & 5 P.M. than arrive at all other hours, within those hours, to wit, 9th 5 is the average time of arrival, & the P.M. may charge 50^c p.c. This rule is so plain that it cannot be mistaken. The time fixed for the arrival is not important, as to the charge of 50^c p.c. the charge must be regulated by the actual time of arrival.

M. Leam

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Jno. Franklin P.M.
Lexington N.

Post Office Dept.
27th June 1826.

I have rec'd again the claim of Mrs. Blanton, with a sincere desire to compensate her for the services she has rendered in contributing to the arrest of Stuart, & am forced to the conclusion, that I have no discretion, under the circumstances of the case, to pay her, at this time, any amount.

As before stated to you, by a rule of the Dept., a reward is paid, for the arrest of a culprit, after his conviction; but this has always been limited to the persons who first made the arrest.

When a prisoner is arrested for a breach of the Post office Law and is regularly committed for trial, by an authorized officer, the responsibility of the Dept., both for his support & safe keeping, must cease. It is immaterial whether the commitment be made by a state officer or a judge of the United States. A state officer, by the law of Congress, has cognizance of the case, and for this purpose is an officer of the United States. The prisoner should be supported by another branch of the government, & not by this Dept. The law has provided for prisoners in custody at the suit of the United States, and under it, they should be supported, and pursued & arrested, in the event of their escape from prison.

If this Dept. must not only incur the expense of detecting & correcting a culprit in the first instance, but must support him in prison & send him to the place of trial, & if he escape from prison, must have him pursued and retaken, it would be going but one step farther to require it to pay the Marshal, the witness, the jurors, & the judges -

As all control over the prisoner, by this Dept. ceases, so soon as he is placed in the custody of the law, so all accountability must cease for his support & safe keeping -

I have never supposed that I had the right, to give a compensation for information communicated to the Dept., whether such information related to depredations upon the mail, or merely to its irregularities, unless the procurement of it involved the time or money of the person making it. A witness who attends under a legal summons to give evidence before a court, can be entitled to no greater allowance, than that which the law fixes. If this Dept. were to add any thing in addition to this allowance, the act would subject it to an imputation of attempting to exercise an improper influence to procure the conviction of the accused -

Claims such as Mrs. Blanton's are almost endless - There are now before me similar applications which would entitle, if allowed, to several thousand dollars; and

the causes which give rise to them are frequently occurring. It is therefore important that in deciding upon such cases, I should be governed by fixed principles, which should guard the interests of the Dept., without doing injustice to individuals. The law or usages of the Govt. must determine, what compensation shall be made for services which are not rendered at the express instance of this Dept., & in which it has no greater interest than any other branch of the Govt., to see that public justice is done. If after the conviction of Stuart, I can adopt any method, by which a part of the usual reward can be paid to Mrs. Blanton, it will afford me great pleasure to do so.

J. M. G.

Post Office Dept.

27th June 1826.

P. Casey, P.M.

Yorkville, S.C.

Your letter of the 18th June has been rec'd. It is the usage of the Dept. to decide no case of complaint, until an ample opportunity is afforded to the person charged, to meet the accusation. No complaint has been made against your Office.

Until the reception of your letter, the circumstance of having written to you on the proper postage of the "Encyclopedias" had entirely escaped my recollection, & I now address you on that subject, in order to explain a seeming contradiction between my letter to you, & one lately written to Messrs. McKee & Harris, on the same subject. From a copy of this letter which I enclose, you will see in the note, that the construction turned principally on the fact of the advertisements published on the cover of the "Encyclopedias", & which seemed to be published, under a proposal for that purpose. The enclosed letter will sufficiently explain my views upon what constitutes a pamphlet, and what a newspaper -

It is evident from this construction, that a pamphlet may, by the insertion of advertisements & the current events of the day, become a newspaper, & it is very probable that such a change has been made in the matter of the "Encyclopedias".

The number forwarded by you, was not considered a newspaper. If my memory serves me, though but a slight examination was given to it at the time, it contained no summary of political events, nor any advertisements. The insertion of these since, have changed its character, so that although it was formerly called, very properly, a pamphlet, may now with equal propriety be called a newspaper.

One two or half a dozen of numbers cannot give the character of a pamphlet or newspaper to the "Encyclopedias", but the general tenor of its numbers. There can be no other rule, safely laid down, for deciding such cases. They are very numerous & sometimes intricate. There are many newspapers in the Union published in the pamphlet form.

J. M. G.