

Post Office Dept.

29<sup>th</sup> June 1826.P. Barry P.M.  
York Ch. U.S.

I regret the difference that seems to exist between y<sup>r</sup>. D<sup>r</sup> & the publishers of the "Encyclopedie" at York. But, I hope, some forbearance may be compromised matter, as to remove all difficulty. A paper packet should be dried as the printed instructions require, & it does not rest with the owners of the paper to remove the injunction on the P.M. It is intended, as well for the benefit of all who send communications in the mail, as for those who send the N<sup>o</sup>. paper. A packet very damp will invariably injure all packets with which it comes in contact.

In y<sup>r</sup> intelligence & zeal, I have full confidence, & shall not fail to sustain you in doing that which y<sup>r</sup> duty enjoins. Since my letter to you of the 27<sup>th</sup> inst. I have rec'd y<sup>r</sup> paper containing my instructions to you respecting the postage to be charged on the "Encyclopedie". Altho' I directed the letter book to be searched, on the reception of y<sup>r</sup> letter which was rec'd the day before ~~of the paper~~, by some means my letter to you was overlooked. - My first letter to you, as you will observe, is not in my hand writing, but, no doubt, contained the decision which I made, on glancing for a moment, at the N<sup>o</sup>. of the Encyclopedie which was presented to me. Both decisions tho' contradictory, are believed to be correct on the evidence. Their contrariety is to be sought, in the difference of the matter contained in the numbers before me.

I have often found the ground of discrimination between a newspaper & pamphlet, so light, as to have no small difficulty in making a decision. In such cases, however, it is my practice to incline to the liberal side, as in the late letter I wrote to Messrs. McIke & Harris. "Niles's Register" is clearly a newspaper. Of the "Masonic Mirror" I cannot speak as I have not seen it, but you can have no difficulty in determining its character in this respect, from the rules of construction communicated to you -

J. M. L.

Post Office Dept.

29 June 1826.

C. Watson Esq<sup>r</sup>  
Albany N.Y.

Your letter of the 21<sup>st</sup> inst has been rec'd, and I have again examined the law to which it refers, with a sincere desire, to contribute to the attainment of your wishes; but, the words of the statute are so positive that it appears there is no room for the exercise of discretion in construing it. All truly, four duodecimo pages, or pages of a less size of a pamphlet or magazine, are declared to form a sheet without regard to the size of the paper used. Under this provision I cannot say that thirty six or forty eight pages may compose a sheet, & so regulate the charge of postage. This would not only be deciding without law, but directly against it. The construction which has been given to another part of the same law, as to periodical publications, rests upon very different grounds, from what the construction contended for must be placed. A publication of a pamphlet weekly or monthly or at other stated periods, is a periodical publication. In giving a construction to the law regulating the postage on such works, some latitude of construction may be exercised. It is a matter presented to the sound discretion of the person whose duty it is requiring him to decide. By a liberal exercise of this discretion, I have determined that pamphlets published annually are, also periodical, within the meaning of the law. But I cannot say that the definite words used in declaring what shall constitute a sheet, will admit, of a different meaning by the force of construction. I admit that a more liberal provision would be proper, & have recommended one to meet your views, to the committee on Post Offices & Post roads. Had the late session been protracted a few days a bill on this subject would have passed, & I have no doubt the bill that was reported and passed the house of Reps., will become a law, at the ensuing session. This bill shall have my special attention, & I hope, as the time will not be long before it will become a law, that your valuable Society will not experience very great inconvenience -

J. M. L.

Theodorus Bailey, P.M.  
New York, N.Y.30<sup>th</sup>

In your answer to inquiries proposed by the D<sup>r</sup>, a lecture on the duties of the Post Master General may, in future, be omitted. A late letter from you requires this remark.

I observe the letter is in the hand writing of the same clerk who wrote one equally execrable sometime since, but which was passed over in silence. There was no intention in my communication to you, that your office was held responsible for the letter lately mailed at Palmyra, & which is said to be lost. You were only asked to give such facts, in relation to it, as could be furnished by the entry in

your office. In reply to this it was quite unnecessary for you to say, "that when failures of this kind occur, their origin should first be traced, before any specific or determined allegation can be made"; and then indulge in a course of remarks, going to show the unreasonableness of holding you responsible for such losses -

I attribute the exceptionable parts of this letter & the other one referred to, to the impertinence of your clerk, and not to any want of respect on your part. This is the first time I have ever noticed any want of decorum in corresponding with the agents of the Deptt., & it affords me great pleasure to reflect, that in the extensive correspondence, which has for some years been carried on, I have not had occasion to do so -

J. M. L.

30<sup>th</sup> June 1826

T. Roberts, P.M.

Winchester, Va.

Have you observed any irregularity on the route referred to in the enclosed memorandum. No loss is known to have been sustained, but from the circumstance of the Blacksburg mail being left back one trip, and the letter alluded to being torn, little doubt is entertained, that a depreciation was intended -

Did the above delay take place beyond Winchester? Do you place the Blacksburg mail in the great Mail bag under the large lock?

J. M. L.

30<sup>th</sup>

Hon. L. M. Loane

Wilmington Del.

I regret that the absence of the Attorney General will delay for some days my consulting him on the construction of the law concerning public contracts. No time, however, shall be lost, in calling his attention to the subject -

Until the reception of your letter, this law had not occurred to me as presenting the smallest difficulty to my procuring your services on the trial of Nichols. In fact, I had never read the law, & only knew of its existence, by the general scope of its provisions in prohibiting members of Congress from being contractors. I did not suppose that it could be so construed as to inhibit a member of Congress from rendering any professional services to the Govt., which might be demanded by the public interest. With this impression strongly resting on my mind, I have attentively examined the law, & although my convictions have not been changed as to the particular evils, against which, it was designed to guard, yet I cannot say, that to give it a literal construction its provisions do not extend farther than to embrace, what is usually under-

by the term contract, when applied to the Govt -

(The first section prohibits, under a penalty of three thousand dollars, any member of Congress either by himself, or his agent from entering into "any contract or agreement and also from undertaking, holding, executing or enjoying it in whole or in part - The exceptions in the 2<sup>d</sup> section extend only to any "contract or agreement, made, or entered into, or accepted by any incorporated company where such contract or agreement shall be made for the general benefit of such incorporation or company; nor to the purchase or sale of bills of exchange, or other property "by any member of Congress, where the same shall be ready for delivery, and for which payment shall be made at the time of making, or entering into the contract or agreement" Narrow as these exceptions are, they are limited to cases where the contract is to be performed at the time it is made -

In the 4 section which imposes a fine of three thousand dollars on the officer who violates this law, it is provided, that "if he shall directly or indirectly, make or enter into any contract, bargain, or agreement, in writing or otherwise, other than such as are specially excepted," the penalty shall be increased -

Now my employing you to act as counsel in the case of Nichols is not a contract technically, but may it not be called a bargain or agreement? If so, it comes within the letter of the law, unless saved by the exceptions named -

The first exception is limited to the case where a member of Congress belongs to a corporate body, which may legally make a contract, the other, to the "purchase or sale of bills of exchange, or other property" - Neither of these exceptions would exempt our agreement, if it may be called an agreement, from the penalty denounced against so high an offender. At least such a conclusion would seem to be justified, if the provisions of the Statute are literally construed -

There can be little or no difference of opinion as to the mischief this Statute was intended to remedy -

Members of Congress were contractors to furnish army supplies and to transport the Mail. From their connection with the officers of the Govt, it was apprehended that their influence might be exerted to the public injury, not only in obtaining contracts on favourable terms, but also in procuring relief from any failure in the performance of them -

If I mistake not, John Smith of Ohio was an army contractor and Matthew Lyon a Mail contractor, at the time this law was passed - The failure of Smith afforded just ground of complaint, & showed how liable the practice was, for abuse.

The law was designed as an effectual remedy against the abuse, by an inhibition of the practice -

Congress did not intend to make the remedy more extensive than the mischief. By doing so, they would be likely to produce, much inconvenience to individuals and

probable injury to the Govt. - The case under consideration may illustrate the principle - A culprit is to be tried for a heinous offence against Society - It is important to the public interest that he should be convicted. But to procure this desirable result the professional services of a Member of Congress may be essential - Would it not be a strange provision of law which inhibits those services - And would it not be still more strange that this law should have been passed to correct abuses & preserve the purity of the Govt. - The Member of Congress is free to use all the weight of his character and talents against the public, but it is dangerous that these should be used in its behalf. On the floor of Congress it is his especial duty to leave no effort untried in the advancement of the general Welfare, but separated from the Senate, he must not raise his hand or his voice professionally in the same cause. He is prohibited from this, under the double penalty of three thousand dollars against himself, and the same sum against the officer of the Govt who employs him -

To constitute the offence within the letter of the law, an agreement or bargain only is required. It does not seem to be essential, that money should be either promised or paid -

I am satisfied that the spirit of the law does not go farther than to embrace "public Contracts", properly so called. Such contracts as require the insertion of the express condition contained in the 3 section, and as the fifth requires to be returned annually to Congress. The language of these sections may be viewed, as in some degree qualifying the provisions of the first and fourth. This construction appears to me so reasonable that it commands my assent. It is in violation of no rule of construction and effectuates the intention of the legislature.

If I mistake not, this law has been generally construed in this manner. There seems to have been some difference of opinion as to its effect in the case of Judge Thomas, to which you refer. Of the opinions expressed on this occasion it may be said, they were formed and delivered under party excitement, and if under these circumstances even a solemn decision had been made, it could not be viewed as having the force of authority. At the time, I did not read the law, though I did not believe it forbade the employment of Judge Thomas to examine the land offices. If any impropriety could be charged against the Judge or his employer - it was, that the offer should have been made to, and accepted by a Senator, to perform a service which the ordinary grade of clerks could as well discharge -

The practice of the different offices of Govt since the passing of the law is not

unworthy of consideration. A practice against law can never become rectified by time, but it soon acquires the force of authority on all points of doubtful construction.

Was not Mr. Rodney sent as Commissioner to the South while a Member of the Senate? Mr. Pointstooth went to Mexico on public business, while he held a seat in the House of Reps. -

Mr. Worthington & Mr. Morrow of Ohio while the former was a Senator, and the latter a representative, were employed to hold a council or treaty with certain Indian Tribes - There was perhaps some impropriety in employing Mr. Worthington on this occasion, not that it was in violation of the law concerning public contracts, but because he might be called to sanction, as a Senator, his acts as an agent -

Upon the whole, I see nothing in this law to deter me from soliciting your services in the trial of Nichols, if you feel free to give them. Should the opinion of the Attorney General be against me, although he might fail to convince, it would be prudent to yield the point -

I have viewed this question in great haste, under the pressure of business, and I send you the first sketch -

If my remarks, from the circumstances under which they were made are somewhat difficult to comprehend, or have but little relevancy to the subject, the result will at least be understood. I have not time to give the subject a more deliberate examination.

Mr. Wirt's opinion shall be transmitted to you, so soon as it shall be received. I have not yet been able to turn to your report on the above subject. An answer has not yet been rec'd from Genl. Bernard, whether his engagements will permit him to examine the routes proposed for the mail between Baltimore & Philadelphia - if he should not be able to perform the service, I shall ask the services of Mr. Gilpin. If Genl. B. should act, it may be in my power to give Mr. G. something to do -

J. M. L.

Hon. Wm. Wirt

Attorney Genl. U. States  
now at Annapolis, Md.

1 July 1826.

Will you favour me with your opinion on the points suggested in the enclosed letter -

J. M. L.

116  
Mr. John Keller.  
Carlisle, Pa.

Post Office Dept.  
1 July 1826.

The lock which you transmitted to this Dept., has been rec'd. & carefully examined. It is ingenious in its construction & unites strength and simplicity; and if I had not lately adopted new locks, & distributed them throughout the Union, it is very probable that the sample you present, would have the preference. But, as the Dept. has incurred the expense and labour, of having made & distributing locks on the different routes, within a year or two past, it would not be judicious now to make another change. It is a work of great labour & difficulty, to distribute correctly the requisite number of mail locks on the different routes in the Union. Losses from the mail, have rarely, if ever, taken place, through the insufficiency of the locks used. The principal losses have occurred at Post Offices, where the best constructed lock would afford no better security than the most indifferent.

Your lock shall be carefully preserved, & if it should be necessary to change the locks now in use, I know of no lock so likely to be adopted as yours, in which event, you shall certainly be employed to make the requisite number -

J.M.L.

A. Boden, Esqr.

Carlisle, Pa.

1 July

The lock forwarded by Mr. Keller has been rec'd., but Col. Gibson has not yet called, to converse with me respecting it. I have this day written to Mr. Keller on the subject.

It would afford me great pleasure, if I could, consistently, at this time, give to Mr. Keller the encouragement, which his ingenuity merits.

J.M.L.

N. Brittan, P.M.

Strongsville, Ohio

1 July

The law in providing that any Post office shall be kept open one hour after the arrival of the mail on the sabbath, clearly sanctions the policy of receiving & delivering letters on that day. Under this provision I have not felt myself justified in any case, in sanctioning the closing of any P. Office the whole of the day on Sunday, but, have directed where instructions have been asked for on the subject, that the office should be kept open for the delivery of letters one hour on the sabbath at some suitable part of the day, of which, general notice was required to be given. Perhaps by handing out letters as they may be called - for

on Sunday, would consume less time, than to give one hour of undivided attention to the office -

This I only suggest to you, as I have no doubt, that you will pursue a course, that there will be no serious ground of complaint -

J.M.L.

✓ Mr. T. Simpson, Esqr,  
N.Y.

3<sup>rd</sup> July

I have no objection that the contract you are now about to make for the conveyance of the mail on the Hudson, should terminate with the present season. The prospect of increased competition next season would render this step rather preferable to the Dept., & if necessary, you can make the proper alteration in the contract which has been enclosed to you.

Your letter was the first intimation I have had that the trip of the mail, for the past year, has been carried at the instance of Genl. Bailey -

J.M.L.

Poorhatan Ellis Esqr  
Jackson, Mi.

5<sup>th</sup> July

You will perceive in the public papers, that bids are to be rec'd. for the repairs of the mail road through the Choctaw Nation, and of course the contracts or contracts will be made with the lowest bidders. Before the adjournment of Congress, on the application of several gentlemen interested in the work, I agreed to app't. Mr. Ward, Indian Agent, to examine the work when done, and certify the result of his examination to the Dept. - The competition for the contracts to make the repairs, is open to the gentleman you name - From the numerous complaints that have reached the Dept., of the repairing lately made on this road by Mr. Nick, I am determined to expend the appropriation of last winter in a different manner -

J.M.L.

D. R. Conrad Esqr  
Millwood, N.Y.

4<sup>th</sup> July

There are no maps at the disposal of this Dept., though it is designed to have maps struck for the use of Post-Masters. To prepare the plate for this, will require much labour -

J.M.L.

Caleb L. Packard, Asst. P.M.  
Hartford, C.T.

4<sup>th</sup> July

Where a letter is charged with postage & it turns out to be double, you are to correct the charge by making it what it should be, as in all other cases. See printed instruction No. 2.

✓ George B. Throop Esqr. P.M.  
Auburn, N.Y.

## Post Office Dept.

21 July 1826.

The postage on the two pamphlets enclosed, must be charged separately.

By the express provision of the 13<sup>th</sup> Sec. of the Post Office law, twenty-four pages, however small they may be, must be taken as a sheet. This provision will be charged, so as to make the charge conform to the fact, at the next session of Congress, but until it be changed the charge of postage must be made under it.

The publishers of Pamphlets & Magazines are not authorized to exchange them free of Postage. The provision of the law allowing an exchange, without expense, is restricted to Newspapers -

No change can be made in the general rule as to mailing letters deposited a half an hour before the departure of the mail, in favour of your office; but it is not expected, that you will mail letters deposited in the office, as a general rule, after ordinary bed time - You can arrange this matter to suit your convenience, provided it gives no dissatisfaction to the public -

J. M. L.

✓ Garner &amp; Donnelly

5<sup>th</sup>

Florence Ms. Your bill to be received must be specific, as to the work to be done, and the compensation to be paid. As I shall accept the bill that I shall think most advantageous to the public, it would be proper for me to say what I would give for the repairs which are contemplated.

J. M. L.

✓ A. Dufay P.M.

5<sup>th</sup>

New Orleans La. You are aware, I presume, that keys for the large locks are only placed in the hands of Postmasters who distribute the mails, or who are required to divide the packets, to give them the proper direction from their offices on the routes which branch from them. As the large mail bags contain the valuable part of the mail, generally, by having locks placed on them, different from those in common use and which are opened only at the above offices, great security to the mail is given. Great care should be observed in not placing the key for the great lock in improper hands.

The practice of placing on board of Steam boats the newspaper mail is a most reprehensible practice, when done to save expense to the contractor. This has never been authorized by me, and I have taken uncommon pains to prevent it. The first act of the kind seen for on any post master shall be followed by a removal -

J. M. L.

## Post Office Department.

6 July 1826

✓ T. Bailey P.M.  
New York

Post Office Department.

6 July 1826

I am informed by the British Minister, that some despatches which he lately forwarded to his Agent at New York for England, were returned to him yesterday in a most mangled condition, so that they must be all written over again. An occurrence of this kind must be very injurious to the character of the Department, and to me is exceedingly mortifying. How has this thing escaped the vigilance of your office. You have made no report of lost mails for some time past.

J. M. L.

✓ H. Wiley P.M.

7<sup>th</sup>

Washington Pa. The Editor of the National Journal informs me that a packet of his papers directed to Cincinnati, which had become much rubbed, were lately returned to him from Pittsburg. I presume they must have been sent thither by some mistake in your Office, or perhaps by the direction becoming so defaced as not to be legible. Your attention is called to the fact, in order that you may charge your assistants to be very cautious in giving the proper directions to all packets of Newspapers or letters.

J. M. L.

✓ P. Carey P.M.

11<sup>th</sup>

York Ch. U.S.

Under the provision of the law freeing from postage, newspapers exchanged by printers, pamphlets cannot be exchanged. A pamphlet though sent in exchange for a newspaper, is chargeable with postage. Before this, I presume you have rec'd my letter respecting the "Encyclopedie".

J. McLean

✓ A. Reynolds P.M.

11<sup>th</sup>

Rochester N.Y. The case of W. Williams is attended with so many mitigating circumstances, that I trust it would be well not to enforce the penalty against him. For your vigilance in this and other cases I thank you. The commanders of canal boats and their hands are liable, under the law, for conveying letters which they do not deliver into the post office. Money which you collect as penalties you can charge yourself with in your quarterly returns.

J. M. L.

1<sup>o</sup> Tho<sup>o</sup>. Monroe P.M.  
Washington City

Post Office Department  
12<sup>th</sup> July 1826

The privilege of franking is limited to the proper business of the person exercising it. This privilege was conferred on certain individuals, who being engaged in public employment have considerable official correspondence. But as it is impracticable to restrict the frank to public business, it is allowed as covering all the correspondence of such individuals. It is however an abuse of the privilege and a violation of the law, for this privilege to be extended to the persons and business of others. If a Post Master or other person in whom the right to frank is vested, may at pleasure frank the letters of others, there is no limitation to the abuse, and the public by such means, may be defrauded out of many thousand dollars of its revenue annually. I am astonished at the fact you state, of letters being mailed at your office under the same frank, which is sent on the same day, in any hundred miles distant. In your communication you have not named the individual; but the fact would seem to authorize the presumption, that blanks were left at this place, purposed, to be used as occasion might require, whilst the same individual would continue to use his frank at a distance. Perhaps some explanation may be given, to show that my conjectures are unfounded. I will continue to hope however, that this abuse, will be at once corrected, on your calling the attention of the person whose signature is thus used.

J. M. L.

✓ John Blair 12<sup>th</sup>

Blair's Gap Pa I have decided that the allowance of \$500 under your late contract was properly paid. Mr. Bradley will forward to you the pay that was withheld under your present contract on account of the payments under the late one. It seems the subject was never decided by me until now - the money was withheld by the Assistant Post Master General under the belief, that the additional allowance was improperly paid, after notice of the discontinuance of it was given - Some delay has taken place in deciding this case, by reason of the original papers having been mislaid.

J. M. L.

✓ Joseph Anderson Esq. 12<sup>th</sup>

1<sup>o</sup> Comp<sup>o</sup> of the Treasury Under the impression that the enclosed account should be acted upon by Treasury Department, I have the honor to enclose it for your examination. The prisoner Boa was committed under the Post Office law, on a charge of Robbing the Mail in the State of Louisiana - he has since been convicted and sentenced to ten years imprisonment.

J. M. L.

J. W. R. Thompson Sheriff of Genesee:  
Batavia N.Y.

Post Office Department  
12<sup>th</sup> July 1826

Your claim against the United States on account of Boa has been transmitted by me to the Treasury Department for allowance and payment. I expected before this time to have obtained a decision from that Department, which would settle any question that might arise as to which branch of the Government application should be made by you for payment. I entertain little or no doubt however, that your account will be directed to be paid, as I think it ought, by the Treasury Department. You can address Joseph Anderson Esq. 1<sup>o</sup> Comp<sup>o</sup> of the Treasury on the subject.

J. M. L.

✓ Dr. McRae Esq. 13<sup>th</sup>

Fayetteville N.Y. I entirely approve of your conduct in relation to the arrest of Williams. He has, perhaps, some connection with the frauds lately practiced upon the Custom House Officers in Philadelphia.

J. M. L.

✓ Hon<sup>o</sup>. R. M. Johnson 12 July

I directed the postage charged against you on certain letters, which exceeded the weight limited by Law to your frank to be remitted, on the ground that the letter related to public business. If you have not received the letter, present this to the Post Master, who will make the remission.

Your Dft is inclosed with the account and letter as requested. The Draft shall be forwarded so as to receive on or before the 1<sup>st</sup> of October.

J. M. L.

✓ Stephen Pleasonton Esq. 13 July  
5<sup>th</sup> Auditor of the Treasury

I had the honor to send you herewith the Account of this Department with the United States, 2<sup>o</sup> Quarter of 1824

J. M. L.

✓ Dan<sup>o</sup>. Bayard Esq.  
P.M. Alex andra D.C. 13 July

The "Album of British Colonial and Foreign Weekly Gazette" is chargeable with a newspaper postage.

J. M. L.

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✓ John Hill Esq

Post Office Department  
15th July 1826

A letter should always be kept at the Post Office to which it is directed, unless special directions be given to the Post Master to forward it, to some other office. By sending it in this manner, by sending it in this manner there is an additional charge of postage.

The Post Master at "Fort Elizabeth" ought not to send letters to any other office which are specially directed to his; but when directed, it is his duty to do so, for which he will charge postage as above stated.

J. M.L.

✓ William Long Esq  
P.M. Martinsburg N.Y.

15 July

Printers may exchange News Papers free of postage, without regard to the number published weekly.

J. M.L.

✓ A. Reynolds Esq  
P.M. Rochester N.Y.

If you are satisfied that the writing referred to, was done inadvertently, and not with a design to evade the Law, I would recommend that the penalty should not be enforced. But, if you are not well satisfied as to the manner of the act, it might be well to prosecute. The object is to prevent such acts, rather than to incur penalties. I thank you for the vigilance which this act indicates.

J. M.L.

✓ Post Office Department  
15 July 1826

✓ John Van Namee  
Pittston N.Y.

The decision of the Post Master at Pittston respecting the postage on the letter which you enclosed to me, was correct. Where a letter is directed to an individual, with an evident intention to impose on him, by compelling him to pay postage. I have uniformly directed the postage to be remitted. The intention of the writer of the letter can generally be clearly understood from its contents. If it be in blank, and contains several blank enclosures, which is sometimes the case, there can be no doubt of the intention. But where inquiries are made of a stranger, which had a relation to persons or business, altho' the writer may have acted improperly by addressing the individual without the payment of postage, yet this inscription does not authorize the remission of the postage.

To remit the postage in your case would establish the precedent, that the receiver of a letter is the proper judge of its usefulness to him, and authorized him to return it to the post office after he has read it, and had the postage remitted. This practice, though it might be just in a few instances, would be impolite, in most cases, and injurious to the public interest.

J. M.L.

✓ John Wilson Esq  
Trenton N.J.

17 July

No very recent complaints have been made against the Post Office at Trenton. It was charged some weeks since, that several persons not sworn or qualified to discharge the duties, had access to the Mail when it was under examination and to the letter Boxes at other times. That mistakes in sending or omitting to send letters were frequent, and that there was a general want of confidence in the management of the office.

I shall be much pleased if the duties of the office should be well discharged in future, and such payments made, as the public interest requires.

J. M.L.

## Post Office Department

17 July 1826

W. D. H. Haley  
Jackson Miss.

If the weather will not admit of completing the repairs on the road from Columbus to Oaks, within the time limited in my proposal, which I have no doubt you have seen, more time will be given. The object is, to have the repairs made in the most substantial manner, and at such seasons of the year as are most favourable.

Payment will be made for the work in sections as they may be completed and received by the inspection to be appointed. The money to be paid at this place on the order of the contractor.

J. W. L.

I Buff Green Esq.  
St. Louis Mo

19 July

I exceedingly regret that stages are not yet in operation between Louisville and St. Louis. Letters are almost daily received complaining of the delay, and censuring the conduct of the Department. Nothing has been left undone by me, which it was proper for me to do, to carry the late arrangement into effect.

I am less uneasy at the censures which have been heaped than the loss which the public may sustain by the delay. If you should move from the West, it is very important that you should sell your interest in this line to an efficient man, who would do justice to the public.

You inform me that Dr. Oyle is still on the road. Have your negotiations with him failed? If it has, it would be important for me to know it.

The transfer of his contract to you, was absolute, though there were some conditions, aside from the transfer, on the performance of which, if my memory serves me, he was to deliver his stage property to you. His remaining on the line, authorises the presumption that some difficulty has arisen on this part of the arrangement.

As the contract was for a stage transportation and the mail has been carried wharves, the rate of compensation will be paid, than the sum stipulated — entitling

opposite page

Post Office Department  
I feel quite satisfied for the arrangement of this business, that all complaints may cease, or rather that there may be no complaint well founded.

A stage line cannot be managed to the advantage of the contractor, or to the public benefit, unless under the immediate superintendence of the contractor. I sincerely hope, that you will be able to find a contractor to supply your place, on this line, who shall possess all the requisites of an efficient agent of the Department.

J. W. L.

S. Van Rensselaer &amp; Co.

Albany N.Y.

20 July 1826.

I regret to find that the late arrangement for the conveyance of the mail between Albany & New York is not entirely satisfactory. The irregularities which have occurred on this route the present season have caused great regret & the most unmitigating cautions on my part to correct them. But, under the late contract I found it was not practicable to give general satisfaction. It required the coaches to convey the mail three trips weekly each way, between the cities, & as much oftener as the S. Boats plied. The boats performed 4 or 5 trips weekly, but seldom six. This irregularity was complained of, as well as frequent omnibus to call at the intermediate offices. As the mail is transported daily westward from Albany, the delays between New York & that place produced great inconvenience to the towns west of it. Finding that no remedy could be applied which did not go to a change of the cont<sup>t</sup>, & that the contractors were greatly disatisfied with the agency so often shewn by the Dept<sup>t</sup>, it was determined to annul the old contract, & to seek by more ample provisions in a new one, to meet the public expectation. To secure this desirable object the P. M<sup>r</sup> at New York & Albany were written to, & requested to obtain from the different S. Boat Companies on the Hudson the most favorable terms that could be had for the conveyance of a daily mail, or at least six trips weekly. An agent was also despatched, who was specially instructed to consult & obtain proposals from all the Agents of S. Boats on the River.

The Troy line proposed to make the contract at \$6000 the season

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of the present mail line at \$4000. Under the late Cont. but \$2000 were paid. It was known to the Dept. that the Troy line was the swiftest, & believing that the public interest would be promoted by procuring the most rapid conveyance for the mail on this route, it was determined to give a preference to this line. But the compensation demanded being one third more than the present mail line, & three times greater than the amt. paid under the late contract, was deemed higher than was reasonable for the service required, & could not be accepted & the lower bid rejected.

The Troy line it was represented left New York for Albany at 8 or 9 o'clock A.M. & arrived there usually at about midnight. This was too late to connect with the great western mail - consequently the mail brought by the boat would remain at Albany until the following night. As the boat could not reach Albany seldom if ever before 12 at night & often not until 1 or 2 o'clock, the mail could not be delivered by it until early in the morning.

The present mail line leaves New York at 5 P.M. & arrives at Albany at 8 or 9 o'clock the next day. There cannot then, generally, be more than two hours delay in the distribution of the mail at Albany under the present arrangement, & any delivery which the other line could make. The inconvenience resulting from this delay, it would seem, is more than compensated by the later intelligence which is afforded. The evening boat which leaves New York at 5 o'clock will bring the N. papers & letters on business of the day, & will deliver them at Albany at 8 or 9 o'clock the next day, not more than ~~two or three~~ <sup>at least</sup> not 3 hours later than a delivery could be made by the morning boat, of intelligence 8 or 9 hours behind. By the delivery of the evening boat, connections are complete with all the mails which are conveyed from Albany. This arrangement therefore promised the greatest amt. of accmd. & was strongly recommended to the Dept. by the P.M. at N.York, & gentlemen in the office at Albany.

To obviate the objection of a delaying the delivery of the morning papers by the evening boat, Genl. Bailey has been instructed to make an arrangement with the Morning line of boats to convey all the morning papers of the City which are sent

to Albany. This I entertain no doubt has been done by him, & I hope the arrangement will not prove disatisfactory. The Cont. is made only for the residue of the present session. Then next season there may be greater competition of boats on the River, & the Dept. by an early attention to the subject, will not fail to give the utmost accmd. in the next Cont., which the means of conveyance will afford.

J. M. Leaven

1. J. P. Greene  
Cahaba A.

20. July 1826.

I have rec'd. of the 2<sup>d</sup> Inst & now enclose a statement in reply to the several interrogatories, in the cause of Youngblood vs. Stale, together with a copy of Stale's Cont., in which the route from Cahaba to Centreville is included.

\* You will observe that all statements by this Dept. are authenticated under its own seal & certificate.

\* See Sec: 1<sup>st</sup> of the P.O. Law.

J. M. L.

1. G. J. Houston P.M.  
Dayton O.

21. July

The alphabetical arrangement of mails sent, is indispensable; it is the only plan which affords a check to the receipt of P.M. Nothing more than the first letter of the office need be observed. Under a proper arrangement, it will require no more labor to make yr. return this way, than as you made it formerly. It will only be necessary to fold yr. sheets & enter at first alphabetically. You can tell with considerable accuracy, the space that each letter will occupy. For some of them a page may be left, or more, for others a half or a third of a page only will be required. Arrange the alphabetical yr. sheets in this way, & as you are about to put into the mail, the packets, arrange them on yr. table alphabetically & so enter them.

When you find that packets are frequently badly put up, it would be well to apply to the P.M. & if he does not correct the evil, report him to the Dept. I shall examine the mail reg'd. to which do not connect at yr. office.

J. M. Leaven

Geo. R. Sullivan P.M.  
Vincennes Ind:

Post Office Dept

22<sup>o</sup> July 1826.

I find that there is some expression of dissatisfaction in the paper printed at your place, because the stages which are to be placed upon the route from Louisville to St. Louis, have not been employed in this service, without delay. From the facts stated, no doubt is entertained that the source of the complaint is to be found in the Agents of the Dept., who have not given a fair statement of facts to the public. Genl. Greene presented to the Dept. an assignment of Foyle's Contract, & wished to be accepted in his stead. To this there was no objection, as indeed there could be none, he being deemed entirely competent, & at the time, no suspicion being entertained that he contemplated removing from the Western Country. As the Const. upon the route, he was entitled, by the rules of the Dept., to a preference, in affording any addl. accommod. on it, which the interest of the public might require, & the means of the Dept. be competent to give. Mr. Mills was treated in the same manner as to the part of the route covered by his Const. - & a fair compensation was held out to them both, for such part of the route as was not covered by the Const. of either. It was represented to the Dept., that new stages were desirable on the route, which would probably be built to the eastward, & as the time in which they could be constructed & taken to Illinois was somewhat uncertain, there was no time fixed positively, to commence the new stage line. These remarks, as to the stages, more particularly apply to Genl. Green's part of the line - but there was an expectation, that stages would be used on the route in the month of May. Messrs. Green & Mills, it was understood, would make their arrangements, so as to be ready at the same time.

As the mail for some weeks past has been carried the 2<sup>o</sup> trip on horse back, from Louisville to Vincennes, so far as mail accommodations are concerned, the public have sustained no inconvenience which authorizes a complaint. Although it may be sometimes contended that the Dept.

should establish stages on routes for the account of travellers, without any reference to the mail, yet the force of such an argument has never been admitted.

There has however been a disposition in the Dept. to hasten the arrangement for stages, & Genl. Green has been informed, that he will only be paid for a horse transportation until the stages shall be in operation. He has likewise been informed, that the personal superintendance of a Contract is deemed necessary for every Contractor. Should he change his residence, he has given notice, that he will sell his Contract to some suitable person. I wish you to inform me on the reception of this, whether Genl. Green has placed stages on his route. And if he has done so, whether the carriages are good & the route well in order managed. The same report is requested as to the other end of the route.

The contract requires four horse stages. Mr. Mills well knew that he was not expected to commence running his stages, until the eastern part of the line was supplied with carriages. His object in doing so, cannot be mistaken.

J. M. Lean

J. Irvine P.M.

London, Franklin C. P.

22<sup>o</sup> July 1826.

Y<sup>r</sup> letter of the 17<sup>o</sup> inst. is rec'd. It is a subject of deep regret that ~~the~~ appointments should ever occur thro' the carelessness or wickedness of any person gaining by any means access to the mail. I strongly hope that it will be found that by some oversight yr<sup>r</sup> letter of the 21 March, was mispent & will yet come to light. Perhaps in the distribution at Chambersburg, it may have been accidentally sent to the wrong office, as there are several P.O's of that name. If by any means I can obtain information concerning it, you will be advised of it; & if it shall be sent to this office as a dead letter, it will be sent to you.

J. M. L