

the forgery may be prosecuted under the State Laws, although by taking and opening the letter, an offence has been committed under the laws of the United States -

J. M. L.

Post Office Dept.

26 Augt 1824.

W. C. Daniels Esqr.
Savannah, Ga.

I thank you for your communication respecting the mail route between Savannah and Charleston, and take pleasure in assuring you, that your suggestions shall receive the most respectful consideration. In making the new Contract, any change from the route as advertised, which the public convenience may require, can be made -

J. M. L.

Joseph Low, P. M.,
Concord, N. H.

26th

The enclosed pamphlet contains 24 duodecimo pages and by the P. O. law is chargeable with postage for one sheet, the cover not being included. I presume the publisher forwards his pamphlets to Boston, by private conveyance, at which place they are distributed through the mail. The stamp of the Boston office ought to appear on the envelope -

J. M. L.

J. D. Hammond, P. M.,
Orwell, Vt.

26th

A post master has unquestionably a right to remove the envelope from a newspaper, in order that he may ascertain whether the law has been violated by illegal endorsements. Any endorsement other than the necessary direction, or correction of words misprinted, which conveys information, is considered a violation of the law. The example you give comes within this definition. The health of the writer and his family forms often the substance of a letter, and is interesting to their friends. If another endorsement should be made similar to the one noted, it would be well to return the paper to the office at which it was mailed, that the law may be enforced against the offender. Or, perhaps, it would be as effectual a mode to prevent the repetition of the act, to charge letter postage, if the person to whom the paper is directed would pay it. If he would not pay the postage, the paper should be returned as before suggested.

A boy should not be entrusted with the conveyance of the mail, unless he be of sufficient size, and discretion to afford to it, the necessary protection.

J. M. L.

W. J. Franks.

Forsyth Ga.

28 Aug. 1824.

I have accepted y^r proposal to repair the mail road from Chattahoochie to Line Creek under the law of Congress at this last session, with some modifications, which I trust will form no objection to y^r executing the Contract. As the alterations from y^r bid are so forth minutely in the Contract, it is unnecessary that I should again state them. Some of the streams of water over which the road passes, may now be bridged, if this be the case the bridges are substantial & will be kept in repair by the Indians for a small toll paid by passengers, it will not be necessary to remove them or construct others over the same waters.

The opening & graduation of the road, will add something to the labour embraced by y^r proposal, but, perhaps, it will not exceed the amt. of labour from which you will be released, by suffering the present bridges to remain. As the season is rapidly advancing, I am anxious that the work should be immediately commenced & the most difficult parts of it completed before the commencement of the wet season. I need not inform you that I feel exceedingly anxious that this work should be executed in such a manner as to prove satisfactory to the public & creditable to the Govt. The payment will be made at this place. When a part of the work shall be completed, I shall be ex^d by the Commissioner, who shall be app'td. for that purpose, you can draw on me for the amt. & forward the certificate of the Commissioner, as evidence of y^r right to draw. The Commissioners shall shortly be app'td. of which you shall be advised. Please to execute one of the enclosed contracts & return it to me & also the bond which I enclose. If the contract contain conditions, to which you cannot assent, you are at liberty to modify them, with the understanding that I shall be at perfect liberty to accept of any other bid should y^r modification render the Cont. objectionable to the Dept. You will sign the agreement under any modification you may make, with the above understanding. It is very desirable that you should receive

it without any alteration, as any material change, may require me, in justice to the public, to accept of a more favorable proposition. From the respectable recommendations you have presented, I entertain the most favorable impressions of yr. Competency & character, & I shall rely with great confidence on yr. engagements.

J. McLean

✓ John Logan P.M.

28. Aug. 1826.

Forsyth Monroe Co. Ga.

I will thank you to present the enclosed papers to Mr. Franks, have them executed & sent with the least possible delay. The papers are left open that you may examine them & see the importance of having the business promptly attended to. One surety who is worth the amt. stated in the bond will be satisfactory - of the fact of his responsibility you can certify on the bond.

J. McLean

✓ J. P. Preston P.M.

28. Aug.

Richmond Va.

In all cases where packets are mailed by mistake, & the postage charged amounts to more than the value of the article, you will please to remit the postage or charge such sum as will be willingly paid, & which, in the exercise of yr. discretion, you may think right. When a packet has been sent in the mail, & that means of conveyance is preferred, by the party to whom it is directed, no remission of postage should be made. The remission should always be made on the ground that the packet has been mailed by mistake & contrary to the wish of the claimant.

J. McLean

✓ H. Freeman P.M.

28 Aug.

Barnstable Co.

I have doubted the propriety of my permitting an office to remain vacant in the manner you suggest, but yr. wishes can be secured, should yr. appt. receive the app. & resign it, after yr. return from the legislature. I should be sorry to lose the services of so efficient an officer of the Dept. & should take pleasure in re-appointing you, on the occurrence of a vacancy as above suggested.

J. McLean

Post Office Dept.

29. Aug 1826.

✓ J. P. Erwin P.M.
Nashville T.

You will please to forward to this Dept. the acct. for publishing at Nashville, the advertisement for mail contr., which may be presented to you. It is desirable that the amt. paid for this service, should be uniform throughout the County, & to make it so an examination is necessary at this office. Every P.M. is considered as an agent of the Dept. & bound to make known & correct, as far as he can, every irregularity of the mail. Agents are occasionally employed on emergencies - to have them permanently employed, would add to the difficulties which now exist. Examinations of routes are often made when P.M.s &c. have no knowledge of the fact. But as secret Agents cannot be always in motion, it is expected, that the vigilant co-operation of every P.M. will be given, as tho. there existed no power to appt. Special Agents.

J. McLean

✓ Geo. H. Gordon P.M.

29. Aug.

Canton N.H.

If letter of the 8. ult. is rec'd. (Yr. commission as P.M. unquestionably constitutes you an officer under the U.S.; nor is it incompatible with either the Constitution or laws of the U.S. that you should hold both that & the office of Magistrate. It does not therefore belong to me as a U.S. Officer to interfere in the case either by advice or otherwise.

J. McLean

✓ J. Law P.M.

29. Aug.

Hartford Ct.

The enclosed is a true copy of the post bill from yr. O. to New York City dated June 15. It agrees with yr. transcript of mails sent & with the New York transcript of Mail Rec'd.

J. McLean

Post Office Dept.

31st Aug 1820.

✓ Thos. Keith
Wilmington S.C.

Y^r. letter of the 21st Inst. claiming a balance of \$542.42 to be due you as late mail Comt. has been rec'd. It appears that on the 8th Nov. last, a copy of y^r acct. from the books of this Dept was forwarded to you with a request that you "would point out any add'l credit to which you are entitled" & on the 27th Feb. last, a letter was addressed to you, desiring you "to point out the sums in the copy of the acct. furnish by their date & amt., which you had not rec'd?" When the information required by the above letters is furnished, the subject can be ex^d, & whatever may be justly due to you will be paid.

J.M.L

✓ Mr. C. B. Gould.

31st

S^t Augustine Florida,

I regret ^{the} any unpleasant differences have arisen out of the investigation which was lately made at your instance. From the facts which were developed by this enquiry, I have no doubt, that the miscarriage of your papers, heretofore, may in a considerably degree be attributed to the manner in which they were put up and directed. I have taken great pains to ascertain the causes of the failures of newspapers so frequently complained of, and I have ascertained facts, that justify a belief, that five out of six failures may be ascribed to this cause. The reports which have been made to me from our distributing office, will sustain this statement.

It is remarkable, that since I have been in the Dept, I have not rec'd a single complaint, of the failure of "Niles Register," and this can only be accounted for, by the great care with which the paper is prepared for the mail. Where newspapers are folded when damp from the press, and are only secured by a tender envelope & paste, it is unreasonable to expect, that they will be safely conveyed to the places of their destination. Strong wrapping paper and twine should be used, and the direction should not be left to the least competent person in the printing office, which is sometimes the case.

If papers were prepared for the mail in this manner, there would be little or no complaint of failures. I do not wish to be understood as exculpating Post Masters from neglect in the transmission of newspapers. No doubt they are sometimes culpable and to correct this evil my duty & inclination uni-

When P. Masters, who are sworn officers, in many instances highly responsible, men, are charged not only with carelessness, but with the most culpable omissons of duty, which is sometimes done, and even corrupt motives ascribed to them, it is to be expected that they will become somewhat excited. Great allowance is made, and should always be made, for the feelings of a printer, who is charged with neglect in not forwarding his paper to subscribers, when he believes his duty, in this respect, has been strictly discharged -

I am sure your Motive was laudable in your late complaints, and I hope, that the investigation which has been had will produce some good effect, and that so far, as the miscarriage of your papers have arisen from the negligence of P. Masters, there will in future be no ground for complaint.

I shall ever be ready to enquire, on complaint being made, and where negligence in any office continues, after notice has been given to the P. Master, a more effectual step will be taken -

To far from cherishing any hostility against any person who complains of an evil, real or supposed, in this Dept., and asks for the remedy, I feel under obligation to such person, for enabling me to correct an irregularity, if it exist. It is a subject of regret, that this feeling does not extend, at all times, to all who are officially connected with me -

It is expected that there will be delays in transmitting documents - they sometimes amount to many wagon loads & can only be forwarded when the size of the mail will admit -

Some of the documents of last winter, are not yet printed - through the summer, they have been forwarded in the mail, in almost every direction -

J. M. L

✓ John B. Calhoun.

31st

Vice President U. States.

Piney Woods, S. C.

In answer to your letter from Salisbury I have the honor to enclose a copy of a letter which was addressed to Genl. Saunders last winter, in answer to a similar application. He was perfectly satisfied that a second mail could not be established on this route, without doing great injuries to other and more important claims for accommodation.

Two mails, and to travel seventy miles in a day, would not increase the postage on this route to eight thousand dollars, and the expense to the Dept. would not be less than twenty thousand dollars. To incur such an expenditure, while there are at least a hundred applications pending for increased facilities of the mail

on productive routes, would afford just ground of complaint. The towns through which this route passes are not commercial, nor are any of them places of extensive business. A weekly communication with the opp^t. of sending and receiving their communications through various channels to the daily southern route, it appears to me, affords reasonable accommodation - You will observe that the receipt of postage, given in the letter to Genl. Saunders, includes the amount rec^d at the office, on letters conveyed to them from the daily route -

It is no doubt the better policy, to give the greatest mail facilities on routes which pass through the most commercial parts of the country, from which the Dept^t derives its principal revenue. By encouraging stages on parallel routes, near to each other, the money derived from passengers is divided, and the expense of transportation greatly increased -

I shall endeavour, when closing the contracts on this route, to give some increase of speed, over the rate of travel now established on it -

J. M. L
✓ Charles Lamson Esqr., P.M.
Waldoboro', Me²,
31st Augt

Your letter of the 22^d inst^t with the accompanying certificate, has been rec^d, and is satisfactory -

J. M. L
✓ W. R. Thompson, Esqr.
Batavia, N.Y.
31st

Your letter of the 22^d Inst^t is rec^d - Nothing can be more obvious to me than the justice of your claim; and it is certainly a hardship for you to be kept out of it for a single day. I deeply regret that the money has not been paid you before this time. If it were in my power, it should certainly be settled immediately; but I have no more authority to satisfy your just demand in this case, than I should have if a prisoner had escaped after being confined for an offence against any other Dept^t of the Govt. The business legally belongs to another branch of the Govt, which I hope will soon adjust it to your satisfaction -

J. M. L

Post Office Dept^t
30th Aug^t 1826.

✓ William Wickham, P.M.
Todas, N.Y.

Your letter of the 20th Inst^t is rec^d with its enclosures. I have not been able to make any discovery which will lead to a knowledge of the course which the letter has taken. There are so many places of the name of Columbus, that I am led to hope it must have been sent to one of them from which it will yet return - If so you will be duly apprized of it -

J. M. L
✓ Stephen King, P.M.
South Pembroke, N.Y.
30th

On the 7th of July a letter was mailed at Canandaigua, addressed to Sylvanus Holcomb, South Pembroke, Genesee Co. N.Y. which has never been rec^d. It is so extraordinary that a letter should not find ~~safely~~ way for that little distance, that I am inclined to believe it must have been overlooked in your office - I will thank you to make strict search for it, and advise me of the result. If not found, give me any information within your power which can facilitate an investigation of this mysterious case -

J. M. L
✓ N. J. Taylor, Esqr.
Mendon,
Monroe Co., N.Y.
30th

Your letter of the 21st Inst^t is rec^d. I have written to South Pembroke on the subject of your letter which is missing, & directed an investigation to be made. Should it result in a discovery, you will be advised of it -

J. M. L
✓ David Dickson Esqr.
Meadowles, P.
30th

Your letter of the 22^d Inst^t is rec^d I entertain no doubt that the bill of costs in the case of McMurtry will be admitted by the 1st Comptroller under the rule for the pay^t of costs in prosecutions on behalf of the U. States. The P. Office law, which is a law of Cong^{ress}, expressly gives jurisdiction to the state courts; I should therefore presume that the Treasury Dept^t will ful^t the obligation to pay, whatever may be the decision of the court as to jurisdiction.

J. M. L

John Campbell Jr. P.M.
Milton, N.Y.

Post Office Dept.
31st Augt. 1826.

I thank you for the information contained in your letter of the 24th Inst.
Other communications have been rec'd on the same subject, and I have written to Mr. Booth relative to the points which you speak of
J.M.C.

Pho. Booth, Esq.

31st

Oxford, N.Y.

I have rec'd your letter of the 25th Inst. with its enclosures. It has also been represented to me, that the mail generally has been carried by improper persons - that a negro driver has been uniformly intrusted with it except that a small boy has been in company. From the statements made it also appears that the boy was so young as to be afraid of giving information of his having seen the negro driver put his hand into the mail bag and take out packets. - What is the age of the boy? Is his intelligence such as to render him a suitable person to be intrusted with the mail? Please answer me these questions -

J.M.C.

Hon. J. S. Barbour,
Warrenton, Va.

1st Sept. 1826.

I will receive a bid for a stage on the route referred to in your letter of the 30th inst. but, I cannot now say, what I can afford to pay for such a transportation. This will depend, in a great measure, upon the terms on which I shall be able to make contracts in the South, and the claim for accommodation which the route named may have, in comparison with others. Of one thing you may rest assured, that there is no want of disposition to gratify your wishes on this subject, if it can be done consistently with duty -

J.M.C.

Hon. D. G. Garnsey.
Ogdensburg, N.Y.

Post Office Dept.
31st Augt. 1826.

I may have informed you that the P.M. at Dunkirk would "be removed if he did not resign"; but it was under an impression that he did not pay personal attention to his office, and that he had removed so great a distance from it, as to render the necessary attention, on his part, impracticable. On examining the papers I find that I had ordered the app't. of Mr. Day on a statement that Doctor Williams had removed out of town, but before his app't. was made out, other papers were laid before me, in which the P.M. requested to be notified, should an attempt be made to remove him. Of this I think you was informed, as a reason why the app't. was not made, in pursuance of the order. The P.M. as he alleges, presents the certificate in his behalf of every citizen of Dunkirk, with the exception of Mr. Day, and two who were absent. He also states in the most positive terms, that he does pay personal attention to the office and that he has not removed from the place where the office is kept, more than about a half mile. The distance, however, is not very material, provided the proper attention be given - Many of the clubs in this Dist. live two miles from the office -

Under the above circumstances, to have removed the P.M. would have been in violation of the rules observed in such cases. I do not feel myself authorized to remove a P.M. because a more popular candidate is named. The question to my is, whether the incumbent discharges his duty to the satisfaction of the Dept. & of those directly interested in the office. This test was applied to Mr. Williams - His returns are regularly made, & he is punctual in his payments. The citizens of his Village recommend his continuance, with unusual unanimity - and it is alleged, the personally superintends his office. On such evidence, would not his removal have been a ground for greater surprise, than his continuance -

If any respect be paid to the principles on which every investigation of the kind is made - If removals are only made, for substantial causes, how could the removal of Doctor Williams have been justified on the evidence before me - I only speak with reference to the facts as they appeared before me - If fraud has been practised, if the P.M. be dishonest, if he has forfeited the confidence of the honest & intelligent citizens who live near him and are best acquainted with him, and if this want of confidence prevents these persons from reposing confidence in the office whilst it is conducted by him, it would be my duty to make a new app't.

You are aware that changes must be made in such cases, on rules which apply to all. It will not answer, to have one rule of justice, as against a particular

office, and a different rule in other cases. This would produce just ground for a charge of partiality, more injurious to the character of the Dept., on account of its truth, than the remark of Dr. Williams, to which you refer, that his "connection in the Dept. would prevent his removal." In these cases I profess to be governed by principle, which imposes a higher obligation, than personal considerations. I do not feel myself at liberty to gratify my own inclination in such a case, however strong the objections of a personal nature might be to the incumbent. The official conduct of the P.M. and his character for moral honesty, are the only points which I can officially notice and decide.

To gratify your wishes & those of any other member of Congress, and every other person for whom I cherish a high regard, would at all times afford me sincere pleasure, but this resolution must yield to a consideration of duty, however painful it may be.

I am ready to investigate any charges that may be made against Dr. Williams. His want of personal attention is all that has been alleged against him.

A copy of his letter in answer to this charge is enclosed. If I remove Dr. Williams on this ground how many more must I remove on the same ground. I cannot require a P.M. to be always in his office. The law contemplates and provides for an assistant. The exact time, that a P.M. shall devote to the duties of his office, cannot be laid down. His superintendance must be given, his personal attention to his returns and the general management of the office. The people must be satisfied, and public confidence in the office must be maintained. It would be difficult to enforce requirements further than these. Apply the facts, as presented to me by Dr. Williams, and decide yourself, what was proper to be done.

One instance has occurred in which the united delegation of a state, asked the removal of a P.M. because he differed from them & a majority of their constituents in politics. The application was not successful, & I believe, that however great the disappointment at its failure, the members approved the motion by which I was actuated. This case is named, to convince you, that you, that should not suppose my failing to remove Dr. Williams, is in the least degree owing to a want of respect to yourself, or that any undue influence sustains him. No influence was known or heard of, beyond the papers before me, before the reception of your last letter.

J.M.L

Post Office Dept.
2nd Sept. 1826.

W. Mason Campbell,

Editor of the "Western Virginian,"

Hanover Co. Va.

I observe in your paper of the 23rd Ult. some complaint is made that "advertisements inviting proposals for a mail contract between Lewisburg and Charleston, designates the old route." I am happy to inform you, that this will form no obstacle to making a contract for the conveyance of the mail on the turnpike.

J.M.L

✓ H. Safford, P.M.

2nd

Putnam, Ohio.

On the subject of your letter of the 23rd Ult. I have written to the P.M. in N.Y. and expect the evil will be effectually remedied.

J.M.L

✓ Thomas Shore, P.M.

2nd

Petersburg, Va.

The card of Mr. White having been mailed by mistake, it is but justice to remit the postage. You will do so.

J.M.L

✓ J. Bailey, P.M.

2nd

New York, N.Y.

Letters from the vicinity of Gainesville, Ohio, complain of the irregularity of the arrival of the mails from New York. Sometimes they are 23 days in going. It is believed that the evil arises from their being sent on the circuitous route of the lakes. Please investigate this matter, and be particularly careful to give to every letter the shortest possible direction.

✓ J. Beardsley Esq. Dist. Atty,
Utica, N.Y.

2nd

Your letter of the 25th Ult. is received. The case of Mr. Morell, sheriff of Jefferson, is certainly a strong case; but as the transactions were antecedent to my administration of the concerns of this Dept., it is not proper for me to interfere in the business any farther than to authorize a stay of execution till after the next session of the Supreme Court of the U.S., where it is presumed the principle will be settled by a decision in the case of Southwick. To this course I have no objection. You will therefore suffer the stay till that time.

J.M.L

Post Office Dept.

2^o Sept. 1826.

W. Wray, P.M.

Monroe, Tenn.

The directions given to you to forward the letter to the P.M. at Hillman were predicated upon the supposition that the directions were definite; so as to show that it was designed for him. Your remarks upon the subject are correct; yet a letter directed to a P.M. though he may get from another office than his own, is nevertheless free.

Letters in your office for G.W. Lewis, P.M. should be forwarded to him, and you should collect the post bills which accompanied them to your office, by deducting the amount of their postage and making forwarded —

The establishment of a Post office at Paoli will be a subject of future consideration —

J.M.L

2^o

Philander L. Carter Esq:

Batavia, N.Y.

Your letter of the 13th ult: is recd.

For the first apprehension of box, as a depredator on the mail, and his delivery into the custody of the proper civil officer, this Dept: had the right to render itself responsible; but after such custody, I have no more authority to pay the reward or expenses for his recapture than for that of any other prisoner who escapes from prison. It is provided by law to another Dept: of the Govt:; and I presume the 1st Comptroller of the Treasury will have no hesitation to pass the claim, as legal & just, under the rule for the pay^t of expenses in prosecutions on behalf of the U. States; but to him the claim must be presented, and if admitted, the money must be drawn from the Treasury —

J.M.L

2^o

W. R. Richardson, P.M.

Woodville, Mich.

The remaining half of the \$50 note referred to in your letter of July 25th was never returned to this office.

It has lately been determined in a circuit court of the U. States that the Bank is under obligation to pay the whole amount on the presentation of one half of a note —

J.M.L

Post Office Dept.

2^o Sept. 1826.

P. Thornton, P.M.

Bamden, S.C.

Your letter of the 8th Inst: is recd. I can find no clue by which to trace the letter of Mr. Martin. There is nothing in the circumstances of the case that will fix a suspicion on the office at Fayetteville. The packet from your office of the 3^o of March was recd: at Fayetteville. The P.M. there, if he did his duty, put up the New York letters in the New York packet, and the letters for New Jersey in a separate packet, directed New Jersey, which went in the large distributing Mail Bag. This bag was opened at Petersburg, Washington, Baltimore and Philadelphia; and at Phil: distributed. Nothing therefore would justify suspicion on Fayetteville more than upon any other intermediate office. The strong probability is, that it was accidentally sent to the wrong office, and will be returned to this office. If not, it must have been either lost by accident, or stolen, which last I hope will prove not to be the case.

J.M.L

4th

Hon. James Barbour,

Secretary of War,

Barboursville, N.C.

In answer to my letter to you of the 9th Sept:, a copy of which I enclose, I have recd: an unfavorable report, through your chief Secy, of the chief of Engineers. This answer was not anticipated, from the facts which had been communicated to me by Genl. Bernard, & as my application seems not to have been personally presented to you, I beg leave now to make it, & ask whether the labours referred to cannot be so abridged or omitted in part, as to permit the General to make the reconnaissance of the mail route, under the joint resolution of last session. I repeat that the resolution had not enjoined this duty on the War Dept: as in that case there could have existed no obstacle to the survey. There is perhaps no work of the same extent, in which Congress feel the same interest, as in this mail route. Unless something be done on it, irregularity in the great eastern mail will continue to increase, at a season of the year when the different branches of the Govt: are more interested in its regularity.

As the joint resolution was reported by the committee on "Post offices and Post roads," and related to a mail route, respecting which, several communications had been recd: from this Dept:, the reconnaissance was directed to be made under its direction. I have no doubt, however, that it was the general expectation, and was so expressed to me by some members, who took an active part on the occasion, that there would be no

difficulty in procuring the services of Genl. Berard. His high qualifications and disinterestedness, would give to his report more weight, and would be more likely to receive the sanction of Congress, than a report on the same subject, by any other person. The interests on the different routes conflict, and it is important that they should be reconciled, by a view of the most competent and impartial engineer that can be procured. Under these considerations I hope that you will order Genl. Berard on this service, it being of greater importance than some of the duties referred to, in the report of Genl. McComb.

If this application shall be unsuccessful, it will become my duty to obtain the services of the most skilful engineer I can, and it will be to me a subject of regret, if the measure should fail, through a want of confidence in the competency of the officer.

As the time is short before this view must be made, I have no request an answer, so soon as your convenience will permit.

Daniel Hock Esq^r

Sandwich, N. H.

28

J. M. L.

In answer to the several communications relative to the removal of the Sandwich P. Office, I will observe, that the representations in favour of the removal are highly respectable; but on the other hand it is also represented from authority worthy of high consideration, that the present site is more eligible than any other in the town; that it contains more stores and more mechanics in its vicinity, has the stage tavern the only tavern in the town within eight rods of the office, is more convenient for the calls of the stage, and accommodates quite a proportion of the inhabitants as the site proposed. The statements on both sides are so strong, and from sources so highly respectable, that it seems advisable to postpone a decision till the Member of Congress from that district can be consulted. As soon as he arrives at the next session of Congress, all the papers shall be laid before him, and his advice solicited. This course can produce no other inconvenience than a short delay, and it has been requested by the parties in favor of the old location -

J. M. L.

Post Office Dept.
5th Septt. 1825.

Wm. Gabriel Tolson,

Clinton, N. C.

The request in your late letter has been strictly attended to. Your conduct respecting the mail route on the east side of the Cape Fear river, will be approved by every person, when the facts are correctly understood. You evidenced the strongest anxiety to have the wishes of your constituents gratified, in your applications to the Dept^t respecting this route, and you cannot doubt, that there was no want of disposition in the Dept^t to comply with your request; but as there was no law establishing the route, there was no power to send a mail on it, at the public expense. This route will be established at the next session, and it will afford me great pleasure to put it into operation, as soon as a legal contract can be made. It is known, I presume, to the public, that at the last session there was not a single mail route established in the Union.

It is proper to state that this letter is addressed to you, not at your request, but from an apprehension that your conduct may have been misunderstood, by some who are interested in this route, and it is just that they should know, you was not inattentive to their wishes -

Joseph T. Baldwin Esq^r

Lewisburg, Va.

5th

J. M. L.

During the time of your holding the Post Office at Henderson, from July 1st 1821 to Oct. 1st 1823, the proceeds of the office amounted to \$ 23. 19. This sum has been paid by a remittance in cash on the 2^d Aug^t 1822 of \$ 5- and by two drafts on you in favor of Davis Wilson, one dated April 1. 1823. for \$ 11. 69, the other dated July 1. 1824, for \$ 6. 50. Whether either or all of these payments were made by you, or by Henderson on your account, is unknown here. The rule upon which the Dept^t acts, is to hold a P. Master, and him only, responsible for the proceeds of his office. His deputy or assistant is responsible to him and not to the Dept^t. On this principle, your account has been correctly kept and settled at this Dept^t, and if you paid what Henderson ought to have paid, he is responsible to you and to you only for it. Your account, as it is settled, is here enclosed; and by comparing it with Henderson's, which was enclosed in my last, you may be able to ascertain whether any pay^t made on his own account was designed to have been placed to the credit of your account, or whether he is still indebted to you for any pay^t which you may have made.

J. M. L.

W. French, Aft. 1 P.M.,
Chester, N.H.

Post Office Dept.
5th Sept. 1826.

The P. Master at West Chester
being a sworn officer of the Deptt, may be intrusted with packets at any
time to convey from your office to his own, and may also at any
time deliver packets from his office at yours, especially as these are gratuitous
acts on his part to accommodate the writers of letters by expediting
the conveyance of their communications -

J.M.L

Mr. William H. Judd,
New London, Ct.

5th

Your letter of the 1st Inst^r is recd. The
following is an extract from the 30th section of the post office law.
"If any person shall enclose or conceal a letter, or other thing, or any
memorandum in writing, in a newspaper, pamphlet, or Magazine,
or in any package of newspapers, pamphlets, or magazine, or make
any writing or memorandum thereon, which he shall have delivered into
any Post office, or to any person for that purpose, in order that
the same may be carried by post, free of letter postage, he shall forfeit
the sum of five dollars for every such offence; and the letter, newspaper,
package, memorandum, or other thing, shall not be delivered to the person
to whom it is directed until the amount of single letter postage is paid
for each article of which the Package is composed."

Such is the law, & I have no power to change its provisions. The Post
Master at Providence, acting under the solemn obligation of an oath,
cannot deviate from the requisitions of the law, by any human authority.
I regret that any inadvertence on your part should have produced the
least difficulty in the circulation of so excellent a publication as the Christian
Observer; but the mandate of the law is sacred, and it is impossible for
me to interfere without a violation of the principles which the observer
is so ably laboring to establish -

J.M.L

W. B. Taylor Esq.
Richmond, Va.

Post Office Dept.
1st Sept. 1826.

It is reasonable that the boards should be
deducted from the Postage charged on the packet directed to Mr. Gall. In
this case, and in all others of a similar kind, exercise your discretion as
to the remission, in whole or in part -

J.M.L

Geo. Schley P.D.
Savannah Ga.

6th Sept.

If you can procure blanks from Boston more
conveniently than from this place, there is no objection to your
doing so.

J.M.L

Hon. Jonathan Jennings
Charleston, Clark C^o. Ind.

7th Sept.

It has been represented to this
Dept^t that the P.M. at Corydon will shortly resign his office, &
that he will recommend a Mr. Vance to succeed him, who will
not be acceptable to the people of the place. Among other
grounds of objection, it is said, that the suspicion will be enter-
tained that in the sale of his property, the P.M. included his
office. Should a vacancy take place, I shall wait yr.
advice before it is filled, & will thank you, on the resignation
of Mr. Brandon, to name some one for his successor, who will be
acceptable to those persons who have a direct interest in the
office.

J.M.L

Peacock. P.M.
Harrisburg, Pa.

7th

The packet spoken of in your letter of the 1st inst.
is probably miscarried; and if so, it will not be recd. It not unfrequently happens,
that by some mistake in the direction of a packet, or by accidentally putting
it in a wrong bag, or by the P.M. at the office to which it is sent overlooking it, a
packet has gone to a different office from what was intended. All this however is
uncertain; and to test the fidelity of the suspected office, it will be well for you
to have an understanding with the P.M. at Reading for a letter to be put in
the mail at your office addressed to some signed names at Reading & purporting
to have been mailed at some distant office, say York, and let it be put in

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if by mistake, into the packet, directed to the suspected office. Let this letter contain some small bank notes; and if there is perfect correctness at the suspected office, the P.M. there will forward the letter to Reading, and the P.M. at Reading, knowing that such a letter will be expected, will of course receive it with its contents; but if there is a want of integrity at the suspected office, the letter coming in his packet which should have gone in the Reading packet, will present a temptation to him and enable you at the same time to detect him. Let the same experiment be used by the P.M. at Reading sending a letter to the same office purporting to be from some distant office directed to yours. If there is guilt, it will probably be disclosed by this stratagem.

Your plan by securing the mail by the use of the large box is very proper.

J.M.L

Post Office Dept.
11th Sept. 1826.

v Mr. A. G. Dade, Esq:-
Brentsville, Va.

I thank you for your letter of the 1st respecting the proposed mail arrangement between Dumfries & Warrenton. Your suggestions shall be duly attended to -

J.M.L

v Sam'l Rogers, Esq:-
No. 10, State St., N.Y.
11th

I have invited proposals for the transportation of the mail from New Orleans to Mobile three weekly trips in the steam boat. Until the time shall expire for receiving the bids, I cannot close the contract -

It is presumed that there will be little or no competition on this route, & I think you would have very little ground to apprehend a failure in getting the contract, provided your terms are reasonable. I am desirous of making this contract, but the law is positive in requiring all proposals to be advertised, a certain time before contracts can be made -

You will see my advertisements in the New York Statesman -

J.M.L

Post Office Dept.
11th Sept. 1826.

v C. L. Packard, Esq:-
Hartford, Conn.

Where a letter weighs one ounce or upwards it shall be charged by the weight, although it be composed of but one sheet. The Legislature in fixing the postage of a letter consisting of a single sheet, did not suppose so gross a violation of the spirit of the law would be attempted, as to use a sheet weighing an ounce or upwards. The sheet spoken of, refers to such as is usually made use of in writing letters, but as the provision is not specific, a higher postage, than for a sheet cannot be charged, if the sheet be under an ounce. If it weigh an ounce or more, it comes substantially, though not technically, within the provision authorizing quadruple postage to be charged where a packet weighs an ounce -

J.M.L

v Hon. D. L. Mowit,
11th

Your private letter has been rec'd and read with attention, but the evils complained of, do not come within the corrective powers of the Post-Master General.

Competition for mail contracts is open to all except P. Masters, & the rule which is observed in this Dept. to give the contract to the lowest responsible bidder, cannot be departed from without affecting injuriously the public interest & the character of the Dept.

Mr. Hilles contracts were made on a fair competition with other bidders, he being the lowest, and there have been as few complaints against his carriers, as against any others engaged in the same service. I regret that he should give occasion of complaint, and especially, to any, to whom he is politically hostile. But, I cannot forbid his carriers from conveying tickets, or any thing else, which does not come within the definition of a letter. And if I possessed the right, I should doubt extremely, whether its exercise would not be injurious to the administration.

In making appointments, the Govt. may exercise a judicious preference, but in matters of contract where competition is invited, it cannot. Congress may prohibit printers from making mail contracts, but, I apprehend such a law would not be well rec'd by that intelligent & respectable class of our fellow citizens. Of Contractors, I can ask nothing more than the fulfilment of the conditions of their contract. If they happen to be politicians, which is often the case, & they engage entirely in political operations and use the influence & opportunity to exercise it, which their contracts give them, I can control them no further than the specific provisions of their contracts -

J.M.L