

Post Office Dept.

J. Charles Fisher, Esq.

12 Sept. 1826.

Salisbury, N.C.

Your letter and the enclosed diagram has been rec'd., respecting the Stage routes from Fredericksburg through Salisbury to Roswell in Georgia. The mistakes made by the absent Post Master Genl. in advertising this route have been corrected, and will be productive of no inconvenience. In making this contract, all deviations from the nearest direction, which the public convenience will admit, shall be avoided.

It was my wish to increase the speed & give an additional trip on this route, and I yet hope that I shall be able to increase the accommodation on it. You are aware, that the main Southern route which passes through the most commercial Towns & Cities of the South, from which a considerable proportion of the revenue is derived in that quarter, is sustained at a heavy expense. No accommodation which the Deptt. may be able to give on the upper route will at all lessen the expense on the principal one. And if this route, should divide the passengers with the main one, it would have a tendency in the same proportion to increase the expenditure on the latter. But this consideration may be made to yield to the convenience and claims of the citizens on the Salisbury line, if an increase of accommodation on it, can be given, without incurring a greater expense than on other routes equally or more important, whose claims for greater facilities are earnestly enforced.

You are aware that the expenditures must have a reference to the receipts for postage upon every mail route. There is no other rule by which the funds of the Deptt. can be satisfactorily disbursed. I know of but one exception to the rule, which arises from the necessity of connecting important and commercial points of our Country, by a frequent transportation of the mail. This must be done, though between the intermediate points, the country is sparsely settled, and has but little need of mail facilities.

The route in question does not come within this exception. All the towns on it, are connected with the daily line to the south, & may frequently receive letters & papers with less delay through that channel, than by the more direct route. The Deptt. now pays \$7,200 for the conveyance of the mail on this route, and receives from the offices on it, but \$5,114, leaving a deficit of \$2,186. Under a late inquiry made by the present contractors to ascertain the expense of an additional weekly trip, I found that it could not be given under the sum now paid. This would amount to \$14,000, & I am convinced that the postage would not be increased by it, by more than six thousand or at most, to say

thousand five hundred dollars, leaving a balance against the route of \$7,900. If to this addition there should be given an increase of speed, there would necessarily be an additional expense, leaving the balance against the route, in all probability, not less than \$10,000. If this accommodation were given, what answer could I make, to at least twenty similar applications, where the receipts nearly equal & in some cases far exceed the proposed additional expense -

I am sure that you will duly appreciate the duties which these claims devolve upon me, and will be disposed to view with liberality and justice the course which may be adopted. I will venture to promise, that you shall be better accommodated under the new contract than the old, by at least more expeditious route of travel, but I fear that it will not be in my power to authorize an additional trip.

From the high price of corn in the South, there is reason to fear that in making the new contracts, the expenditure of the Deptt. will be increased considerably above what they now are -

J. M. L.

Post Office Dept.

✓ Mr. James T. Morehead.

13th Sept. 1826.

Bowling Green, Ky.

Your letter in behalf of your brother was rec'd. in the due course of the mail, and I immediately wrote to the Hon. Mr. Johnson, stating my determination to appl' your brother, unless there were substantial objections to him, and I requested Mr. Johnson to inform you that my letter to him was intended as an answer to yours. As Mr. Johnson has been absent from Bowling Green, I fear he has not rec'd. my letter, as he has not acknowledged its reception, and of course, it would appear that I had not regarded your request.

There was no officer of my Deptt. in whom I had greater confidence than your excellent father, and there was no one, to whom, as head of the Deptt., I felt under stronger obligations. With you I entertain little doubt, that his great exertions on the route from Louisville to Nashville, at an inclement season of the year, hastened the disease which proved fatal to him. Under such circumstances, it is impossible, that I should be inattentive to his last request or not feel a regard, for those he has left behind him. Last winter I conversed with Mr. Johnson about the precarious health of your father, when it was ascertained some time in the spring, that his disease would, in all probability, prove fatal, I informed Mr. Johnson that I should not make the appl', if the vacancy occurred, before he was consulted. This is the reason why my letter was addressed to him, in answer to the one rec'd. from you. I have this day enclosed the appl' of your brother to Mr. Johnson, with a request to deliver it, provide he be of full age. If he be under age he is not considered eligi-

I deeply sympathize in your loss - We must look for consolation in the virtues of the deceased. These and only these, can sooth the sorrow of the grave -

J. M. L.

Post Office Dept.
13th Sept. 1826.
Hon. R. M. Saunders,
Milton, N.C.

The mistakes made, by including offices in the advertisement of the southern route through Salisbury, have been corrected, and in making the contract, there will be as little deviation from the direct route, as the public convenience will admit. It is my intention to increase the rate of travel, so as to meet your wishes as nearly as possible. Under the proposals published, you will observe, that bidders are invited to offer any improvement which they may deem proper, over the terms of the advertisement, & it shall be duly considered. An increase of expedition is often proposed under this invitation, and sometimes, one or more additional weekly trips.

I did not invite specially, proposals for another trip upon this route, because I was apprehensive that it would not be in my power to authorize it. An additional trip with the necessary increase of expedition would bring the route in debt, after deducting the receipts upon it, a sum little short of ten thousand dollars annually. If this expenditure were incurred, while any increase is denied upon other routes, which more than pay the expense, the conduct of the Deptt would be seriously arraigned. I am sure you will admit the justice of the policy of proportioning, generally, the expenditures on any route to the amt. of revenue which it pays. The receipts will often be below the expense, as on this route they now fall short more than two thousand dollars annually, but the one should always be as nearly proportioned to the other, as an enlightened reference to the various claims in all parts of the Country will admit -

If I shall not be able to give you all that you ask in behalf of your constituents on this route, I hope to convince you & them, that there is no want of disposition in the Deptt to do so; and that I am only restrained from gratifying your wishes, by considerations of a public nature, which you cannot disapprove -

J. M. L.

✓ Mr. Benjamin Elij.
Salisbury, N.C.

Post Office Deptt
13th Sept. 1826.

I have rec'd and read your letter of the 31st ult: and thank you for the interest you feel, for the efficient administration of the concerns of this Deptt. That abuses exist, in parking, I have no doubt, but I trust that the exertions used will greatly lessen them, if they cannot be entirely extinguished. As Post Masters hold offices of great importance to the community, although their compensation is small, it would tend to lessen and perhaps destroy the public confidence in the mail, if such offices were given to those who would receive ^{them} at the lowest rates -

J. M. L.

✓ J. P. Caldwell, Esqr.
Lewisburg, W^a.

14th

Your letter enclosing your sealed bid has been received. You may rest assured that if your bids are the lowest, they shall be accepted. No certificates of character are necessary, as you are known to the Deptt. It is expected that the mail will be conveyed on the turnpike.

J. M. L.

✓ T Bailey, P.M.
N York.

15th Sept.

The Ohio mail should not be placed with the Virginia mail, which is not opened until it arrives at this place, for distribution. By this practice the letters to Ohio are delayed one day. I have written many letters to discover this irregularity, & find that it is chargeable to yr. Office. The Ohio mail passes from Phil^a to Pittsburg, or from Balt^a direct to Washington in Penn^a. You will therefore make up this mail, & place it in a bag that is opened at Phil^a.

J. M. L.

✓ Hon. T. Johnson. 3
see M^c Cook p. 390.

✓ Theodore Bailey, Esqr.
N.Y.

15th

The circulars of Mr. Prince are chargeable with letter postage - of this I have informed him. If they were printed in a pamphlet form they would be chargeable with pamphlet postage only.

J. M. L.

Post Office Dept.

15th Sept. 1826

William Prince, Esq:

Luncheon Bot. Garden.

N.Y.

Every thing sent in the mail is chargeable with letter postage, except what comes properly within the definition of a newspaper, pamphlet or magazine. The enclosed cannot be called either the one or the other, and must consequently be charged with letter postage. If your circulars were printed in the pamphlet form, they would be charged with pamphlet postage only.

J.M.L.

15thHon. W. C. Rives,
Milton,

Albemarle Co., Va.

Proposals were invited to transport

the mail by the way of Barboursville in pursuance of a request made. Your constituents may rest assured, that no change will be made from the route now travelled, unless I shall be convinced that the public interest requires it.

J.M.L.

15th

W. D. Givens,

Care of Joseph R. Givens,
Smithland, Ky.

There are many causes for which a Post Master will be removed - it would be difficult, if not impracticable, to enumerate all of them. If you know any facts against any Post Master, which prove him to be inattentive to his duties, or unworthy of public confidence, and will make them known to the Dept., they shall be investigated -

J.M.L.

15thAlexander Watson, P.M.
Nashville, N.C.

Please examine whether there is a letter in your office addressed to "Hon. John Bakron, Nashville," and inform me. If such a letter is there, please forward it to Nashville, Tennessee.

J.M.L.

Post Office Dept.

15th Sept. 1826.

John P. Crain, P.M.

Nashville, Tenn.

Does the mail between your office and New Orleans always go under the large Mail Lock? and is it ever opened at any other offices within his knowledge between, except Tuscaloosa, Ala & Natchez, Miss?

J.M.L.

W. Mys^r James Mc Kee & Jonah Harris,15th

Ebenezer Academy, S.C.

Contrary to the practice of the Dept. I enclose you the substance of the facts, on which Mr. Bassey rests for his defense against the charges lately preferred by you. I have noted my impressions on looking over the facts, but I have not yet decided the case. When convenient, please to return the enclosed sketch -

J.M.L.

Hon. John Bakron,

15th

Nashville, Tenn.

The New Orleans mail of the 1st June, post bill marked 2^d June, was rated in the post Masters account, "Nashville, unpaid letters \$ 8.25." - The Nashville account of mails received is marked, bill "June 2^d unpaid letters \$ 8.25. overcharged 75/100." A triple letter from New Orleans to Nashville is 75/100, which may have been your letter, entered in the bills at New Orleans, but not acknowledged to have been rec'd at Nashville. The mail under the large lock in which it must have been conveyed, ought not to have been opened between New Orleans & Nashville, except at Natchez and at Tuscaloosa; and at neither of those offices could the letter have been separated from the packet without a violation of duty on the part of the persons in the office, which, from the general state of large sums of money continually passing through them, we cannot suspect without stronger circumstantial evidence. I think it possible then, that it was either accidentally separated from its packet in N. Orleans after the bill was filled, and sent to some other office, or that by accident it was overlooked in separating, and reporting the mail at Nashville & so mislaid or suffered to go on in the mail. In either of these cases, it will probably some day come to light. The general integrity of the office at N. Orleans and at Nashville will not justify the belief that it was stolen, unless some strong circumstance shall necessarily excite suspicion -

I have written to several P. Masters, instituting inquiries on the subject; and if any information shall be rec'd of a satisfactory nature, it will be communicated -

J.M.L.

56
J.A. Reynolds, P.M.,
Rochester, N.Y.

Post Office Dept.

15th Sept. 1826.

It is has been represented that you keep a lottery office & carry on the business relating to it, under your post. The privilege to frank, given to a P.M. is considered as limited to his own personal business. He cannot, without a violation of the law, frank a letter for another, or frank letters written by himself in the capacity of Agent for another. The signature on the back of the letter should correspond with the transaction to which it relates, & should designate the character in which the writer acts.

There can be no doubt, that in giving the privilege to frank, a special view was had to the official correspondence of the P.M., but, as it is impossible to prevent the use of the privilege for the private purposes of the individual, the law has been so construed as to sanction it. But, it cannot be extended further. If a P.M. had a right to frank the correspondence he carries on as Agent, there would be no limit to the use of the privilege. Agency in every part of the Union would be conducted by Post Masters, and the revenue of the Dptt would be greatly reduced.

Congress at their last Session were strongly inclined to take away the privilege altogether on the ground of its abuse, and were only diverted from making the attempt, by an expression from the Dptt opposed to the measure, and a declaration, that hopes were entertained, that the abuse would be corrected. I find that for the quarters ending on the first of Jan'y and Apr'l last, there were 2195 free letters rec'd. at, & sent from, your office. These letters if charged could not give less, it is presumed, than two hundred dollars postage, which at the same rate would amount to \$400 postage per annum. Now as one P.M. has the same right to profit by this privilege as another, it would, if extended to all, amount to ^{common} \$240,000 per annum. This view must at once "convince" you that the public interest, & indeed the eventual interest of P.Masters, requires the correction of the abuse.

J.M.L.

J.A. Rylic P.M.
Washington D.C.

Post Office Dept.
18th Sept. 1826.

I have rec'd. a letter from "Warren" Franklin C. in answer to a letter written by me some weeks ago, in which the writer informed me that my letter was sent to "Warren Co." & thereby delayed. If this happens to my letter, it may to the letters of others, & should be particularly guarded against in y^r. O. The "Warren" office is in the Northern Part of the State.

J.M.L.

✓ Mr. James G. Pitts,

now at Washington City,

18th

I accept your bid for the mails transportation in stages three times a week between Louisville Ky and Nashville Tenn. at seven thousand dollars a year. The stages to be drawn by four horses. This condition is attached to the acceptance. That is if Mr. C. P. Johnson who holds the contract for the mails transport on horseback between Bowling Green Ky and Nashville Tenn. proposes running a line of stages on it in conjunction with you. That he shall have the right to do so. and in that case you will be paid at the annual rate of four thousand nine hundred dollars for conveying the mail three a week in five horse stages ^{sent to} Bowling Green Ky & Louisville. A bond & Contract will be ^{sent to} Hopkinsville for you to execute as soon as I can ascertain Mr. Johnson's determination on the subject of his contract.

J.M.L.

✓ Mr. McCarty
Sunderby Pa.

18th Sept.

The P.M. at Sunderland has given a decision in the case to which y^r letter refers, in exact conformity of the law by this Dptt.

J.M.L.

Post Office Dept.

18th Sept. 1820.

J. H. Gilbourn Post.

Sandusky City O.

On reading my letter of the 18th. ult. I find that such a construction is given to the P.O. law, as to meet the question submitted by you, tho' not in express terms. The instructions of the Treas^r. Dept are given, not upon the whole of the P.O. law, but upon one particular section of it; they are therefore erroneous.

As stated in my former letter, all waters on which steam boats regularly ply, by law, are declared to be post roads, & all the provisions which apply to post roads, are alike applicable to such waters. By the 19th sec. of the P.O. law, any packet boat or other vessel which regularly plies on a water declared to be a post road, is prohibited from conveying letters, except such as relate to some part of the cargo. By the 5th sec. the Post Master is authorized to make contracts with S. boats & other vessels to convey the mail.

From these provisions it clearly follows, that no vessel which performs regular trips on a water, declared to be a post road, has a right to convey letters, except such as relate to a part of the cargo. These provisions embrace vessels on the Lakes, as well as on all other waters of the U. S. - A vessel which is not regular in her trips, or rather which is not engaged in a regular trade from port to port on the Lakes, is not embraced by the law. But, vessels which are regularly engaged in such trade, tho' their trips are performed at irregular periods, are considered as embraced in the provisions of the law, & are prohibited from conveying letters, unless under a cont. with the Dept. You can make contracts with all coming within the law, & pay to each three cents for each letter delivered into your office.

I enclose you a contract which you can fill up, & from which you draw others if necessary.

J. M. Lean

Post Office Dept.

18th Sept. 1820.

J. G. Martin Post.

Sunbury Pa.

P. of the 12th inst. is rec'd. In the case of Mr. M. Cartys letter you have given the proper decision. I have written to him to that effect.

A Contractor is unquestionably required to deliver the mail to P.O. - but the carrying of it from the carriage to the door of the office is so trifling a thing, that disputes never arise concerning it. No person who is worthy to be entrusted with the carriage of a mail, would hesitate to carry it to the door of an office: & no person who is worthy to be employed in a P.O. would hesitate to assist in bringing the mail into it.

J. M. L

J. H. Van Rensselaer Post

20th Sept.

Albany N.Y.

In a few weeks the present season for Steam Boat navigation on the Hudson will cease, & as the present cont. is to terminate with the season & has been in operation but a short time, I wish to avoid any harsh measure toward the contr^s. They have performed much better than the late contr^s, & I hope for the few weeks to come their performance will be such as to escape much censure. If however, another boat could be substituted for the Richmond, with the consent of the contr^s, it would be extremely gratifying to me. I shall write to the agent of the company on this subject.

If the Troy line had proposed any thing like a wish to meet the wishes of the Dept, the cont. would have been given to it, for the remainder of the term, for which the contracts were made in the North. But the Agent seemed to be under the impression that the Dept. was compelled to employ the line under his contr^s, & that his views must be implicitly met. His course was neither respectful to the Dept. nor calculated to promote the interest of his principals.

A new cont. will be made next Spring, before the navigation of the Hudson is open, & a full competition will be invited by advertisement. I find by the statement of Mr. Elliott that 5 mails under the present arrangement are sent to the Springs weekly, only 4 of which are forwarded the week they are rec'd. at Albany. - On Monday, & Friday the mails rec'd.

on Saturday & Sunday are forwarded. A mail despatched to the Springs on Sunday after the arrival of the mail on that day, - if it arrive too late, to be forwarded to the Springs by 9 o'clock the Saturday mail should be despatched so an earlier hour on Sunday, & the mail of that day at an early hour on the ensuing day. But it would be greatly preferable to send the mail, perhaps on horseback, so the rate of 8 miles an hour, after the arrival of the late boat.

A trip on Sunday, which would make 7 weekly trips to the Springs, would evidently be a great improvement of the present plan. As the season for mailing is now over, no alteration ~~and~~ be made. The most arrangement I hope, will give them the mail in a few hours after its arrival at Albany, whether it be in the night or day.

J. McLean

J. J. Winslow & R. W. Sherman

26 Sept. 1826

New York City

Some complaint has been made to the Dept. of the slowness of the Richmond, & it has been suggested, that it may be in y^r power to substitute in the place of this Boat, one which performs the trip in less time, which would be more satisfactory to the public. This suggestion I deem it proper to submit to you, at the same time I would observe, you will not consider it in the light of a requisition.

I have observed with no small degree of satisfaction, that since the contract has been in y^r hands, you have evinced a strong desire to promote the public service, & meet the wishes of the Dept.

J. R. Lloyd, P.M.

Narrows, N.C.

20th Sept^r

J. McLean

Your letter enclosing a line from the P.M. at Chapel Hill has been rec^d.

I regret, that in your efforts to correct a mistake, and prevent a recurrence of it in future, that Mr. Thompson should take offence. No doubt, your correction of the error, will induce vigilance, to guard against a repetition of it.

J. McLean

Post Office Dept

21 Sept. 1826.

J. Benjamin Clark, P.M.

Sandy Hill, N.Y.

It is proper to charge letter postage as the law directs for the enclosed paper & hand bills, though had the hand bills been printed as a supplement to the paper, they would have been each chargeable, the same as a newspaper. I cannot suppose that the respectable Editors of the "Statesman" would countenance a violation of the P. Office law. The hand bills were probably enclosed by the person who folded the papers, and without the knowledge of the editor.

J. McLean

Oliver Hartwell, Esqr.

21st

Canandaigua, N.Y.

I have reviewed my decision lately made respecting the postage of letters taken out of the office, by yourself or your agent, and I do not perceive that I can safely vary it. The enclosed letters from their internal appearance, appear to be printed circulars, and if you wish to avoid paying the postage on such in future, you can instruct your agent not to take them from the office, and request the P.M. not to hand them out.

The decision in your case is the same that has been made in every other similar case, and has been induced, by considerations of safety to the public interest, which cannot be departed from. I enclose the letters.

J. McLean

George M. Towers, P.M.

21st

Thompsonville, I.b.

Richard Woolly is liable to a prosecution under the P. Office law for opening the letter of his brother, but, under the circumstances, it would be well to leave the prosecution to his brother. It can hardly be supposed that he would wish to see the penalty of the law enforced against a brother, for an injury done to himself.

You should be cautious in delivering letters, that you do not give a letter to a person who is not fully authorized to receive it. A P. Master may be held liable for a letter which he delivers to any person, who is not fully authorized to receive it. It might be well for you to require a written order from the owner of the letter, before you deliver it to another person, unless you are well acquainted with all the postage, & have entire confidence in them.

J. McLean

Post Office Dept.
31st Sept 1826.

Hon. John H. Marable,
Yellow Creek,
Montgomery Co., Tenn.

Your letter respecting certain
mail routes has been received, & shall be duly attended to -

J. M. L.

Hon. C. Moore,
Huntsville, Ala.

21st

I have rec'd your letter of the 4th Inst. and
have made the appts recommended -

Doctor ^{Moore} is mistaken in supposing that the mail routes you refer to through
Jackson county are discontinued - they are contained in the proposals for
contracts, and I presume there has been some mistake in the advertisement
examined by the Doctor - I am fully sensible of the rapid growth of your
Country and shall not fail to respect its claims on this Dept., for
all the accommodation which its means can consistently afford -

J. M. L.

Hon. R. M. Johnson,
Great Brookings, N.Y.

23^d

I have rec'd your letter recommending
the establishment of a private office at the "Cherokee Academy," and the
appt. of Thomas Henderson Esqr Post Master. It has not occurred to you,
I presume, that a mail contractor, cannot hold the appt. of P.M. The provision
of the law is positive & will not admit of the exercise of any discretion on my
part. Mr. Henderson you are aware holds several contracts.
When I shall have the pleasure of seeing you, at the commencement of next session,
you can probably give me a name for P. Master that may answer, and we will
converse fully on the subject. I would rather the application for the office should
be deferred until I see you. This will not cause a delay of more than a few
weeks, which cannot produce much inconvenience -

J. M. L.

Post Office Dept.
25th Sept 1826.

William Butt, Esqr -
George Town, Ohio.

I have no objection to the arrangement
you suggest, provided there will be no increase of expense to the Dept.
Will Mr. Credit convey the mail in a stage, by George Town, for what is
now paid the contractor for its transportation between Ripley & George Town -
If he will do so, I will at once make the arrangement and you may so
inform him; and you are authorized also to inform the Contractors from
Pennington to Ripley, that his mail from George Town to Ripley is given to
the stage, and that his route terminates at George Town. The stage, however,
should be so arranged as to meet the Pennington Mail at George Town -
Advise me of your proceedings under this letter -

J. M. L.

John S. Matson, P.M.

25th

Hubbard, Ohio.

Until your office is regularly supplied by a Contractor
you will continue to furnish it with the mail, for which you shall be paid
a reasonable compensation.

Please to inform me what contractor can convey the mail to your office at the
least expense, & what arrangement would be most convenient to the public -

J. M. L.

Mr. Alex^r Waddill,
Greenville, S.C.

25th

In renewing the contract due attention will be paid to the
suggestions in your letter of the 24th Augt. A change under your contract, which
will expire on the first day of Jan'y next can scarcely be necessary -

J. M. Norriss
Register of the Treasury.

27th Sept.

I have the honor to enclose you herewith
an estimate of the expenses of this Dept. for the year 1827.

J. M. L.

Compensation to the P.M. Genl. \$ 4,000 -

Ditto to the 2 assistants \$ 2,500 each 5,000

Do. Chief Clerk \$ 1,700

Do. 2 Clerks at \$ 1,400 2,800

Do. 5 Do. 1,200 6,000

Do. 13 Do. 1,000 13,000

Compensation to 6 Clerks at \$800.	\$ 4,800	\$ 38,300
Debt " Messenger	[700]	
Debt Aft. do.	[350]	1.050.
<u>For Contingent expenses of the Dept. viz.</u>		
Wood, Stationary, Making up Blanks,		
Newspapers &c &c not including various expenses of Prosecutions, Mail Portmanteaus Locks &c &c these being paid for out of the funds of the Dept.		
		\$ 5,000
	Total	\$ 43. 350.

✓ Hon. W. Summers, Rep^o. Tex., West Point
Vot^ores Kennebunk Ch. No

Post Office Department
26 Sept. 1826

Your communication respecting the mail route between Lewisburg and Charleston has been received. I directed proposals to be invited on the turnpike route, but the direction was overlooked in preparing the advertisement. The omission was not discovered until some time after the publication, and as it was a mistake of no importance a correction of it was deemed unnecessary.

I should have directed the mail to be conveyed on the turnpike long since, had suitable persons been recommended upon it, for Post Masters. But it was not thought proper to direct the Carrier to travel the turnpike on which there were no offices, and omit the offices on the old route.

The Hon^r W. Summers was informed of my willingness to make the change on the conditions above stated. And so desirous was I of making it, that I applied to your Representative to name suitable persons for Post Masters. The new contract will require the mail to be transported upon this route.

Applications are made for stages from every part of the Union, and on many routes which pay in postage nearly the amount expended on them, in the conveyance of the mail. The route from Lewisburg to Ohio is unproductive. It would not pay, probably, one eighth part of the expense of a stage line. This would form so great a disproportion, between the receipts and expenditures, as to afford grounds of dissatisfaction to others who, apply, under more favorable circumstances, for similar accommodations, which could not be given. The great mail to New Orleans is carried the greater part of the way from Washington on horse back, and so are several other mails, weighing each trip, several hundred pounds.

These facts are stated, that you may be apprised of some of the difficulties which must be met in deciding your application. I am fully sensible that a line of stages as required would promote the convenience of your citizens and would often accommodate travellers who ascend the Ohio in Steam Boats, or who are desirous of going to the West

from the interior of Virginia. And I take pleasure in informing you, that there will be an want of disposition on my part to meet your requests wishes, unless I shall be prevented by considerations, which a sense of duty will not suffer me to disregard.

J. McL.

Post Office Department.

26 Sept. 1826.

✓ Ad^r. S. Thayer
West Point City.

The resignation of the Post Master at West Point has not yet been received. It was expected that before this time he would have closed his private business at West Point, at which time he gave notice to the Department, that he should resign his office. To the complaint that he had changed his residence, he answered, that his personal attention was given to the office, and that altho his family live in New York he was only occasionally absent. The duties of his office have been discharged in such a manner as not to require his removal - at least no charges have been made against him, which would justify this measure.

I will thank you to inform me what part the time taken during the summer post, he has been absent from West Point. The rule of the Department requires that Post Masters should pay personal attention to their offices, but occasional absence has never been thought a sufficient cause for removal. If Mr. Estham should not resign, I can remove him only on substantial grounds of objection. It would afford me great pleasure to gratify the wishes of the Office at West Point in the appointment of Mr. Lewis, now that Major Alden has withdrawn his claims, should a vacancy occur.

I am at all times ready to investigate any charges that may be made against the Post Master which affect his character as an officer of this department.

J. McL.

Rev^r. Charles P. McElaine

25th

West Point N.Y.

I have written to Ad^r. Thayer respecting the Post Master at West Point. It will afford me pleasure to appoint Mr. Lewis, so soon as a vacancy shall occur.

J. McL.

J. T. Bailey P.M.
New York

Post Office Department
29th Sept. 1826

I see further expressions of dissatisfaction about the mail arrangement between your City and Albany - A remedy must be applied - the public convenience must be consulted. Can you not make an arrangement with the swift line to take your mail as suggested in my letter of yesterday and bring the Albany Mail in return? If the line will do this for a moderate compensation, I shall receive it as an act of great kindness to the Department and the service will not be forgotten. If the present contractors under the circumstances are willing to relinquish the contract, give the entire mail to the swift line, at the same rate for the balance of the present season. By this time the mail may be delivered at Albany in time for its distribution before the departure of the Western and Northern Stage the ensuing morning. You cannot feel indifferent upon this subject when you are apprised, that had I not placed great reliance in your representations, the present arrangement would not have been adopted. I expect you to use every exertion now to meet all the public wishes - There is no time for delay. Let me hear from you, if possible, by the return of Mail - You are aware that the present contract expires with the present season.

J. McLean

J. H. Gall P.M.

28th

Onondaga Ch. N.Y. Your feelings of regret at the late exhibition of charges or complaints against your office are not greater than mine; but a sense of duty compels me to notice complaints from apparently respectable sources, though they may have been induced from political or other improper motives. That a Post Master should complain of the department for informing him of the efforts made by his enemies to remove him, was not surprising. It may not however have been your intention to complain. The cause which should prevail in your case, and in every case in the Union, should have afforded evidence the most satisfactory, that no changes have been made by me in my department on political grounds. Nor have I withheld equal justice to all applicants for office without reference to their preferences or partialities for particular individuals. There will be no change of policy on my part. No man has been or will be removed from the office of Post Master, who discharges his duty with fidelity, and whose integrity stands unimpeached. I have directed you to be furnished with the substance of the complaint lately made, and the names of the persons who attest the fact.

J. McLean

Julius Gutierrez P.M.
Buffalo N.Y.

Post Office Department
29th Sept. 1826

On the 18th of August last I received your letter requested you to forward to the Department a statement of your expenses in the pursuit of a thorough Survey & Management. Since the amount of your drafts which were accepted and paid by the Department, rather than admit the persons in Canada, who advanced you money on the credit of the department, to suffer, by a protest of your drafts, amounted to \$1071.97. This sum is very large, and had I supposed that there would have been the smallest difficulty in procuring a satisfactory adjustment with you, I should have refused payment. You must be aware, that a judicious expenditure of the public money is required by considerations of justice and policy. No department can sustain a high reputation, whose agents incur expense without regard to economy. There may be a display of energy, so destitute of prudence, and at so great an expense, as to bring on public officers a more serious charge than that of failing to come up to their duty. I have directed the above sum to be charged in your account. You will be allowed a credit for the reasonable expenses you may have incurred so soon as your account shall be rendered.

J. McLean

J. McLean

29th

Charleston S.C.

The Memorial against the Post master at Charleston, referred to in your note of the 18th Inst. was received and the complaints were investigated. M. Bacot was furnished with the substance of the charges, and his answers to them were immediately forwarded to the department. On a full examination of the facts, it appeared, that the time of closing the mail, could not be changed, without changing the times fixed by Contracts for the arrival and departure of several Mails, and that this could not be done, without producing serious derangement on several important lines of communication. certain charges for postage were directed to be discontinued. The other complaints were replied to in a satisfactory manner. I did not expect that the investigation would excite the utmost vigilance in the Clerks of the Office, and that all just grounds of complaint would be removed, if any existed. The personal attention to the duties of his Office appeared to be given daily by M. Bacot, and for such length of time as the public interest seemed to require. So far as his official conduct is known to the department, from his quarterly returns and reports, no Officer in the Union stands fairer, or has given higher evidence of efficiency.

J. McLean

J. Bailey Esq.
P.M.
W.York

Post office depart
Sep. 30. 1826

Sir,

I find by one of the Newspapers in your City, called the "Times," that the Post Office, is equally dissatisfied and surprised, as the public, at the present arrangement of the Mails between New York and Albany. And I am informed by Mr. Mower, of your office, that about thirty days ago, one of your clerks informs me of the irregularity of the mail boats, and that since that time, complaints have been forwarded to me, "through the newspapers".

The instructions require that every irregularity should be reported by the Post master, and I had hoped that a disposition to sustain the reputation of the department, would have urged a strict compliance with this requisition. It is with no small degree of pleasure, that I have ^{experienced} the cordial and efficient cooperation of post masters with but few exceptions in this particular.

Am I to expect the above reports here after from your city, through the medium of the papers? Is your office to act so inconsistent with itself, as to express, "Surprise and dissatisfaction" through the medium of Newspapers, of an arrangement adopted in your recommendation; or of failures and irregularities, which it failed, as duty required, to report to the department? It is impossible that I could so far forget myself, as to treat you in any other manner, than with the respect which your office, your age and your standing in society entitle you, but I am constrained to say, that I am not satisfied with the course which has lately been taken in your office, in reference to the present complaints. Why was I not advised of their full extent, and at the same time informed what could be done to satisfy the public?

You are on the spot and could at once ascertain, whether the change required, could not be made by the contractors, and if not whether they could relinquish the contract, provided a more advantageous one could be made. I look for efficiency in the officers of this department, and also, that they should feel, and never fail to evidence a solicitude for its character - That they should can suggest remedies for existing evils, and when, in their power, point out changes called for by the public.

Mr. Mower states that Commodore Winslow is willing to relinquish the contract - if he will do this - give the Mail at once to the best boats on the River, and furnish them with the list of the offices on the route. Although some of the swift line, commenced after the present contract was made, and a considerable part of the complaints, have arisen from

the superior speed of these lines, there seems to have been no disposition to inform the public, that the contract cannot be changed, as one line on the river may be established and become swifter than the others. I shall wait with no small anxiety to hear of the arrangement made by you on the above subject, and shall expect you will suffer no irregularities to pass without reporting them, and that when a statement is made in the public papers respecting any Mail arrangement, which is made under a misapprehension, of the facts, that you will have the mistake corrected, if your office is concerned.

J. M. S.

J. Bailey P.M.
New York

2nd Oct. 1826

Y^r letter of the 30th ult^o is rec'd & I am pleased at the prospect of having the conveyance of the Albany mail, so arranged, as to satisfy the public.

M. S.

E. Porter Esq.
Richmond Va.

4th Oct.

The mail from the South was delivered this morning wet & in bad order. I have directed a charge of \$50 to be made against you. The mail from the South has been delivered wet & in bad order several mornings lately - which is thought the more extraordinary, as no rains have fallen here within a few days - explanations are desired on this subject -

If the mail was wet when delivered to yo^r drivers please to inform me that the fine may be charged properly.

Eli Ensign
Sheffield Cont.

4. Oct.

Complaints are repeated to this Dept. of irregularities in the delivery of the mails on the South end of the route from Bennington Vt. to Bridgeport Ct. & that it recently arrived at Amherst N H today a day out of time - the packages lay over of consequence. I trust you will compel yo^r riders to deliver the mails with punctuality in future to avoid fines being charged to yo^r next.

M. S.