

Post Office Dept
13th Decr. 1826.

✓ Mr. James Albright,
Chowan, S. C.

The P. M. at Fayetteville has been directed to place the Chowan mail under the large lock, which is not open at the intermediate offices - an answer to your letter has been delayed by the sickness of a clerk to whom it was referred -

J. M. L.

✓ Richard Bach, P. M.
Phila. Pa.

You lately complained of a delay of the Darlington mail. Has any delay from that office since occurred. I wish special attention to be given to any irregularities which you may observe at that office. Does the P. M. at Pittsburgh make up a Phil^a mail?

I wish you to have a suitable number of letter bags labelled, to be opened at Philadelphia & Pittsburgh. Into these bags you will place all the mail to Pittsburgh & beyond it - The P. M. at Pittsburgh will place in them all letters to Phil^a and beyond it - These bags should be sealed and placed under the large lock - When the bags are prepared, you will advise the P. Master at Pittsburgh on the subject & request him to be punctual in carrying the arrangement into effect -

J. M. L.

✓ Hon. James Treadwell,
House of Reps.

I enclose you a letter to Mr. Avery, which I will thank you to seal & forward to him, with the least possible delay -

J. M. L.

✓ Daniel Bryan, P. M.
Alexandria, D. C.

I will thank you to give me, confidentially if you please, your knowledge of the character, for integrity, of the P. M. at Harrisonburg N.C. and also the standing of Saml. and Reuben Coates of the same place -

J. M. L.

Post Office Dept
Dec^r 14, 1826.

✓ Mrs. J. Simpson, Esq^r
now at Goldsboro, N.C.

I have appointed you in conjunction with John Avery Esq^r to examine the route proposed for the great Southern mail from Goldsboro by the way of Lawrenceville or Brunswick Court House, until it intersects with the mail route, and compare it with the road on which the mail has been for many years transported. It will be proper to report the condition of each route, so as to enable me to designate the better one for the mail road. As the object of the information required will at once show the facts material to be known - Special instructions are considered unnecessary -

I have requested Mr. Avery of N.C. to meet you at Goldsboro, on the 25th of this month -

I hope that your business will be so arranged as to meet him on that day. If he shall not arrive on the 26 you will proceed to make the examination above - As the distance of both routes is nearly the same, a survey is considered unnecessary -

✓ Mr. R. W. Latimer,
Fayetteville, N.C.

14th

I enclose you a copy of certain charges exhibited against you, and on which I have been called to decide, whether they do not, if substantiated, exclude you from competition for the public truck, which would follow the acceptance of your bid for the mail contract from Fayetteville to Wilmington - The facts charged were unknown to the Dept^r, when your bid was conditionally accepted, and their exhibition now, imposes on it, a most unpleasant duty - It is proper that you should be made acquainted with the charges, in order, that you may have an opportunity, if you think proper to embrace it, of making any explanations which it may be in your power to make - If none be given, and the statements remain uncontradicted, they appear to affect so materially, your character, as to leave the Dept^r no alternative but to withhold the trust referred to. In this result no other feelings than those of regret, at the reciprocity which imposes it, will be felt - Should this investigation consume more time than remains of the present contract of the Messrs. Mallots, no prejudice to your interest shall follow -

J. M. L.

S. L. Col. J. Thayer.
Capt. U. S. Mil. ac. West Point N.Y.

Post Office Dept.

18th Oct. 1826.

In answer to an application which was lately made for the removal of the Post at West Point, I have the honor to state, that before any step was taken by the Dept., to investigate the complaint against Major Ketcham, he gave notice that he should resign at the close of the present quarter. I have rec'd. a military order, purporting to have been issued by you, in which the P.M. is instructed respecting the duties of his office. It may be proper for me to inform you, that such instructions can be given by this Dept. only. While the P.M. in his person is admitted to be amenable as a citizen, to the military regulations of the Post, in the discharge of his duties as P.M. he is only accountable to the head of the Dept. His duties are regulated by law, & there is no power in the War Dept., or any of its branches, which can control him. - This is as plain a proposition, that no illustration can be necessary to establish it. While I make the above remarks, I wish you to understand, that the management of the office shall at all times comport with the convenience & wishes of the gentlemen of the Post, for whose accommodation it was established. There is no want of disposition on my part, so to regulate the office, as to avoid the smallest embarrassment to the police of the place.

J. M. Lean

J. F. Ketcham P.M.

18th Oct.

West Point N.Y.

Yr. letter complaining of an order lately issued by Col Thayer respecting yr. duties as P.M. has been rec'd. You have already been informed, that yr. duties are regulated by law, & the instructions of this Dept. - as a citizen, within the Military jurisdiction at West Point, you are amenable to the regulations adopted for the government of the Post. In the discharge of yr. duties of P.M. you are not responsible to any Military authority.

J. M. Lean

J. Hon. C. C. Cambreleng
A. of Rept.

Post Office Dept.

18th Oct. 1826.

Several applications have been made for the establishment of sub. Offices in the City of New York, but none have been established under the authority of the Dept. To an application made some months since an answer was given, that if any portion of the Citizens of the City should think proper to establish an Agency for the reception & distribution of their letters, there w^d. be no objection by the Dept., but it w^d. not be responsible for letters until they were regularly deposited in the office. Such Agencies might lead to embarrassment & loss, but if they are considered by those persons who are most interested in the arrangement, as necessary to their convenience & they are willing to incur the risk, the necessary instructions shall be given to the office. My impressions are, that efficient carriers under proper regulations will distribute letters with less delay & risk, than any other mode that can be adopted. Perhaps places of deposit for letters might be established to advantage, & the carriers could be directed to call for them before the departure of the mails. - The mail must be made up at one place to preserve the necessary regularity in their transmission. In the City of N.Y. special mails are made for all most every important Commercial City in the Union. If these mails were to be made up at different sub-offices, the risk w^d. be nearly in proportion to their numbers. This subject is considered to be within the powers of the Post Secy, only limited by the act of Compt^r, under which the law can be passed for discharging the duties of the P.O. and I beg leave to assure you, that I am at all times ready to adopt any plan which will promote the convenience of the Citizens of New York.

J. M. Lean

Post Office Dept.
19 Dec. 1826.

Henry Wells
Bath, Steuben Co. N.Y.

In answer to yr. letter of the 1st inst. I have the honor to state, that the right to frank can only be exercised by the person in whom it is vested. A penalty of \$500 is incurred by any one who will counterfeite the hand writing of a person entitled to frank. If this penalty were not incurred by an Amt P.M., who uses the name of his principal with his consent, in franking letters, it w^o? shall be considered as an abuse of the privilege. P.M. necessarily judge of the right of the person wh. franks, as also of the genuineness of his signature. From this decision there is an appeal to the U.S. Govt. If they are not permitted to detect such abuses, by whom are they to be detected? The position taken, that every letter which is franked in the name of the P.M. & accompanied by the regular post bill, is to pass without scruple, w^o? enable Amt P.M. to practise the most extensive abuses of the franking privilege without the possibility of detection. They make up the mails & will be sure to make out the regular post bill to every letter - the P.M. who delivers the letter suffers no loss as far as by delivering it, places the evidence of the abuse beyond the control of the Dept. - It is admitted that the frank is prima facia evidence that the letter is free - but this is liable to be rebutted by fact, within the knowledge of the P.M. who mails the letter, or the one who delivers it. Should the P.M. in either case err, the postage w^o? be refunded on making the error appear. Without this scrutiny, abuses would increase, by an improper use of the names of P.M. to an extent that w^o? seriously affect the revenue of the Dept.

M.W.

A. J. McConnell P.M.
Norfolk Va.

19 Dec.

It appears that a letter was deposited in yr. o. on the 25th ult. by the Rev^d. Ethelbert Drake addresed to W. Bangs & J. Emory, agents for the Methodist Book Concern N York, containing \$205 in Bk notes, which have not been rec'd by them. Please to inform me whether this letter was

sent by the Steam Boat to Balt^r. or by some other route, & what day it was mailed. It is desirable to have all the information on this subject, you may be able to afford. Your early attention is requested.

M.W.

John Wilson
Trenton N.J.

19 Dec. 1826.

Among the losses complained of, in which the Trenton P.O. is implicated, are the following. Solomon Dubois of Pitts Grove states, that in Apr last he wrote to Trenton for the pension of Jacob Dougherty, receiving no answer he wrote again 2 Dec^r. to his 2^d letter an answer from Mr. Muirhead clk in the Bank, that on the 25 Apr. the money \$48 was enclosed in a letter & sent in the P.O. at Trenton. Mr. Muirhead afterwards informed him that it was not the first, 2, 3, or 4th failure of money sent into the office at Trenton. His presumption was, that the money must have been taken by some of the managers of the P.O. as there had been no robbery of the mail. Enquiry was then made of Mr. Muirhead, to which he answered, that Mr. Hunt Cash, about 18 months since placed in the Trenton P.O. \$144. that Mr. Green more than a year since placed in the same office \$48 - that he had himself put in the same office \$48. which several amounts had never arrived at the offices to which they were directed. - Prof. J. Diknow writes from N York that on the 5th Oct. last he enclosed \$22 in a letter addresed to James C. Mason, Trenton N.J. which money was not rec'd. that, th^t he has sent many other letters by mail to Trenton, none failed except that which contained the money.

Neither one of these cases points more distinctly to the Trenton P.O. than to the office at which the letter was mailed or to which it was sent; but as they all point to Trenton, but do not all point to any other one office, you will judge whether they all, taken together, justify a suspicion relative to that office. Mrs. Wilson is hereby certainly a lady by all description, and no complaint ever made, has a tendency to implicate either her or you.

J.M.L.

Post Office Dept
19 Decr. 1826.

Benj' Dibrow
N^o. 30 Pearl St. corner of Moon St. New York.

The letter of the 26 ult. was duly rec'd.
I sincerely regret the loss of which you complain, & have written
several letters instituting enquiries. If the money shall be
found or discovery made, it will be communicated to you

Mt.

J. Billings P.M. 19 Decr.

Trenton N.J.

On the 6th Oct. last, a letter was put in the P.O.
to N^o. 30 Pearl St. post paid, directed to James B. Mason Trenton, De-
-signed for N^o. Jersey. If it has been sent to you, please to
enclose it to this Dept.

Mt

W. J. Thornton
Gordonsville Va. 23rd Decr.

Mr. Paris informs me that you are in purchasing
his property on the route, & that you are buying stages to clear the route.
You will recollect that the acceptance of his bid was on condition
that you should purchase such stage property as was on the route
& was suitable for the service. And that if you & the admt^t could
not agree on the value of the property & the terms of pay^t, each of
you was to choose an impartial person to estimate its value &
the terms of pay^t, & the security to be given: And if the persons
thus chosen could not agree, that an umpire to be designated
by the R^t Gov^r was to be called to decide. Any property that you
had on the 12th Oct. last, the day on which the bids for the route
were closed, w^t of course be deducted from the amt. of
property necessary to cover your route, & you are required
only to take the balance, that you may want, to enable you
to cover the route. The conditions must be complied with before
& can recognize you as the legal adm^t on the route. I shall
expect you to purchase from Mr. Paris such part of his stage
property as may be suitable for the service, & as you may
want, after deducting the property you had on hand on the
12 Oct. last.

If you & Mr. Paris should differ as to the value & quality
of the property - its value or the terms of pay^t, it will

be proper to select an impartial man to determine between
you. I don't suppose that no difficulty could arise on the
subject.

Mt. Leam.

The following certificate has been produced by Mr. Paris.

"I do certify that Mr. Thornton's stage stops at my
house to change the mail & he has but 8 hours that
runs at this time that I know of & one indifferent
stage which will not last long, agreeably to my
judgment." (Signed) Jas W. Campbell

Burlington Albermarle

Decr. 19. 1826.

I believe the above statement
of Mr. Campbell to be correct,
except the stage is strong.

(Signed) Uriel Terrell.

Alext. L. Paris

Present 3 See D. B's book page 12

Hon Jeromus Johnson

23rd Decr. 1826.

The mail bag forward^d to this Dept. by Col. LePorte
will be of no service. It is not constructed in the manner I
expected, & its weight is so great, if there were no other objection,
as to prevent its use. As Col. L. has been at some expense
in making this bag, & as it was an experiment somewhat uncom-
mended by the Dept., I am willing to pay him £10 for the bag.
On the presentation of this letter, to the P.M. of N^o. York, he will
pay this sum & retain this letter as his authority to do so.

Mt. Leam.

W. Eichbaum Jr. P.M.

Pittsburgh Pa.

21 Decr.

Having^d letter of the 8th inst. in reply to y^r inquiry, remark
that as Price current published periodically, are the medium of public information
by course partake of the character of Newspapers, & postage should
be charged accordingly. Circulars & other printed letters, are subject to letter
postage. You are ref^d to Instruction 6 & 7 for y^r government

Mt. L

Post Office Dept.
23^d Dec^r 1826.

Hon. W^m Smith,
House of Reps.,

In answer to your letter of the 21st, I have the honor to state, that I cannot agree with your construction of Caldwell's bid on route 72.

It has been the uniform practice of the Dept^t to put down as a bid, the lowest specific sum stated, for which the proposer is willing to perform the service - Bits ten or five dollars less than any other bid have been rejected, not for the reason that by receiving them competition would be destroyed, but because, as a matter of policy, it is important that the proposer should have concluded in his own mind for what sum the service can be done -

A bid for a certain sum less than any other bid becomes certain on comparing it with the lowest sum proposed; but it is a hazardous mode of making propositions and no prudent man would adopt it. Should a contract be obtained in this way, the proposer would not feel himself under strong obligations to carry it into effect. For these other considerations no such bid has been held good -

Mr^r Caldwell's bid is not of this character. He proposes, if "underbid," provided such underbid is not less than \$ 979, he is willing to do the service for ten dollars less than the underbid - There is an express limitation beyond which he is unwilling to go. He fixes \$ 10 below \$ 979 as the lowest sum.

No one can read this proposition who will not be convinced of the intention of the bidder, to take the contract at \$ 979, and even at \$ 10 less than that sum. It is this intention which I think is clearly expressed, that justifies the decision which has been made -

Mr^r Caldwell declares his willingness on a certain contingency, to convey the mail on route 72 - for \$ 10 less than \$ 979 - His highest bid is \$ 1099. The contingency is, that a bid lower than \$ 1099 shall be made and not lower than \$ 979. This contingency has happened - at least, you contend, that a bid was made by Mr^r Rogers lower than \$ 1099 though not below \$ 979 for the same service, and yet you contend that Caldwell is not the lowest bidder. Has he not said that he would take the contract for \$ 10 less than \$ 979? Whether the sum of \$ 979 or \$ 969 be taken, his bid is lower than the bid of Mr^r Rogers -

I would then submit to you whether the intention of a bidder, thus clearly

expressed, should be disregarded? As before remarked, it is the practice of the Dept^t to set down the lowest specific bid sum named by a bidder for which he has expressed a willingness to do the service. Conditions which he may express with a view of obtaining a higher price are disregarded, and his specific bid, if the lowest, is accepted. This has been done in the case under consideration, & I am entirely satisfied, that the Dept^t has not erred in the decision which has been made - Whether the contingency expressed to or disregarded, the decision is equally sustainable -

A high opinion is entertained of the worth & efficiency of Mr^r Rogers - Should Caldwell fail in the performance of his duty, there is ample power in the P. M. Govt to enforce the Contract or annul it - Mr^r Caldwell's bid is accepted at \$ 1160-25 on the ground that the distance on the turnpike from Lewisburg is less by several miles than by the way of Meadow Dale. This was proper, as the bid of \$ 8.25 per mile on a part of the route -

J. M. L
Rachel Painter,
Mech^a b².

23 Dec^r 1826.

The postage on the Album, enclosed, is the same as on common Newspapers, 1½ cents each for any distance exceeding 100 miles and out of the limits of the State in which it is published - The same enquiry has been made concerning the same paper from other offices, & the same answer given. Please show this to the P. M. and he will make the abatement, & pay any thing that may have been paid beyond this rate -

J. M. L
R. Richards Post
Kingston T.

23 Dec^r.

When a dead letter containing any thing valuable is sent to the office where it was originally mailed, it is known the person to whom it was addressed, cannot be found; but if, as in the case of ³ to ⁵ in the 5th the person to whom it was addressed, is known, it is proper to deliver it to him & take his receipt for it, the same as you w^t to the writer should be apply.

J. M. L

✓ A. R. Smith P.M.
Lawrenceville Ga.

Post Office Dept.
23 Dec. 1826.

Y^r letter of the 6th inst. is rec'd. strictly, the P.M. should frank no letters except what relate to his own business from that of his office; but when he holds another office, & is of course in the habit of franking correspondence pertaining to it, it is impossible to draw the line of discrimination between this & his own personal business. In making appointments, when a person is known to hold an office requiring extensive correspondence, it is viewed as an objection to his appointment. This is the only means of guarding against an improper extension of the franking privilege in the case alluded to except by making a change in the P.O. Such a step w^t out be called for unless the privilege was exercised to more than an ordinary extent, which w^t be an abuse of a right, & in violation of the spirit rather than the letter of the law.

J.M.L.

✓ A. H. Wyllie P.M.
Washington D.C.

24 Dec.

Y^r of the 15th is rec'd. No allowance can be made for the distribution of free letters, without a change of the law. The number distributed w^t y^r is inconsiderable, compared with what is distributed at some other Offices. All letters which pass on the Cumberland road thru Hagerstown for Ohio should be distributed at Washington; & all for Ohio passing thru Pittsburg road should be distributed at Pittsburg. It is proper that letters for Ohio &c. from New York & east of that place, should be sent to Pittsburg for distribution, because it is the more direct route. Those from N.Y. &c. for the Southern part of Ohio &c. should be sent by the Hagerstown & Cumberland route & those for the Northern part of Ohio, should be sent by way of Pittsburg. Please to point out any particular instances in which this rule is departed from. I have written to other P.O.s on this subject.

J.M.L.

✓ A. H. Kennedy P.M.
Hagerstown Md.

24 Dec.

Mails for the Southern part of Ohio, should go by way of Washington D.C. & Wheeling. It is said that such are sometimes sent by way of Pittsburg. Please to inform me if it is so, & if so, please correct it.

J.M.L.

S. Jenkins P.M.
Canandaigua N.Y.

Post Office Dept
24 Dec. 1826.

It appears these packets containing letters & only sealed with wax are sometimes found among the papers when rec'd. in N.Y. from y^r O. In one instance, a letter mail was picked out from among the papers with the letters and post bill scattered loosely among them. Great losses may be occasioned by such inattention, & probably some of the losses which have been complained of may have proceeded from this source. Let every packet in future be properly secured with twine & well waxed, & kept separate from the papers.

J.M.L.

Hon. Eichbaum P.M.
Pittsburg Pa.

24 Dec.

Letter from Batt's this place, & south of this place for the Southern part of Ohio, should be conveyed by the way of Cumberland, Washington & Wheeling. It is said that such mails are sent by way of Pittsburg. Please inform me if such the fact, & if so, name the particular mails thus sent.

J.M.L.

Hon. M. Alexander
A. of Rep.

25 Dec.

Y^r remonstrance against directing 3 trips of the mail stage that now runs daily between Pittsburgh & Raleigh, to pass by the way of Halifax, has been rec'd. & the objections you urge, shall be duly considered. The stage has not yet been directed.

J.M.L.

Genl. T. S. Jesup
D. Master Gen^t. Office.

25 Dec.

Will you have the goodness to inform me, in regard to the residence of John & Wm. Roghan, who are sareties on the bond of Geo. Brophan, late P.M. at New Orleans?

J.M.L.

✓ N.Y. B. Griffith, Esq.
Dist Atty.

Natchez Miss.

In the case of Darling Jones, late P.M., against whom judgement has been obtained in favor of this Deptt I have agreed to give an indulgence of twelve months, provided his sureties will join in the request, and on condition, that good security shall be given for the mutual pay^t of the debt, to which your special attention is requested -

This claim for office rent is of necessity rejected, no such charges being allowed to P. Masters -

J. M. L.

✓ James Matthews, Esq.
Mallory's Store, Ga.

In reply to yours of the 1st Inst requesting indulgence as the security of John W. Freeman. I remark, that it is not usual to grant such indulgence on a mere application, nor can I with propriety give it in any case, without the proffer of additional, and ample security -

It was as well your duty as interest, to have availed yourself of any plea, on the trial, which might have been brought up in your defense -

As the bond however is regularly executed it appears probable that you have forgotten that you were a party in it -

J. M. L.

✓ Silas Hubbard, P. M.
Champlain, N.Y.

I am gratified to learn that the stage has carried the mail since the 5th Inst. that it passes from Albany to Montreal in less than three days -

It appears to me that a delay of one hour at Rouses Point of the crop mail will give sufficient time to answer letters & I have written the P.M. on the subject -

The U. S. postage of letters coming from Canada may be paid there & the Canada P.O. will account to this for the postage. Such letters are not to be rated anew. But letters on which the U. S. postage is not paid in Canada, should be charged with postage. Your method of noting on the bill the postage paid in Canada is correct.

J. M. L.

Post Office Dept
26 Decr 1826.

✓ Calvin H. Averill, P.M.

Rouses Point, N.Y.

Post Office Dept
27th Decr 1826.

The mail is now conveyed in stages between Albany and Montreal & will be conveyed to your office by a rider from Champlain who is directed to wait one hour which it is supposed will give sufficient time for answering letters -

J. M. L.

✓ James Patrick, P.M.
New Philadelphia, Ohio.

27th

I have rec'd your explanation relative to the non-payment of the draft in favor of Parker which is satisfactory. He has obtained the amount & nothing is now due to him. I regret that it is not in my power to aid the P.M. at Newcomerstown in obtaining his debt.

J. M. L.

✓ L. McHenry
Baltimore Md.

28th Oct.

The P.O. law provides that when a letter is opened in the presence of the P.M. or his Clerk, the postage may be corrected if not properly rated before, but in no case does it authorize the P.M. or Clerk to require the reading of the letter.

J. M. L.

✓ B. Cooke P.M.
Lewiston N.Y.

28th Oct.

When written communications are discovered to be concealed within a newspaper, or written upon its margin, other than what is authorized by the 13th Sec^t of the P.O. Law, if the paper is to be forwarded, whether to Canada or to any office in the U. S. it should be mailed & post marked the same as any other letter & charged with letter postage.

J. M. L.

✓ Jas. Puton Jr. P.M.
Paris K.

28th Oct.

The enclosed pamphlet contains 24 duodecimo pages, which make one sheet. It being published periodically, the postage for any distance over 100 miles is 2½ cents. I perceive it is mailed 5 cents, which is double the legal rate.

J. M. L.

Post Office Dept.
28th Dec 1826.

W. M. Edwards P.M.
Keene N.H.

In every case, when a letter comes to y^r. office, franked by a P.M. if it weighs more than $\frac{1}{2}$ an ounce, it is yr. duty to charge postage on the excess of weight. In like manner if a letter is mailed in y^r. office addressed to a P.M. weighing more than $\frac{1}{2}$ oz. it is yr. duty to charge on the letter the excess. No practice violating directly both the letter & intention of a plain law, can justify the continuance of such a practice.

J.M.L.

W. Goforth P.M.
Lipburn Ga.

28 Dec.

Newspaper postage should not be entered in accts. of mail rec'd. At the commencement of each quarter you should charge yr. self in advance one quarter, for the postage on all papers regularly rec'd at y^r. office in a little Memorandum book to be kept by you for that purpose. & papers coming occasionally for persons who are not regular subscribers should be charged in the same book as they are rec'd. At the close of the quarter when you prepare yr. returns for this office, enter the am't from the Memorandum book, in yr. acct. Current.

J.M.L.

J. Law P.M.
Hartford C.C.

28 Dec.

A liberal construction has been given to the law authorizing Editors to receive papers free of postage. The design of the privilege is that an Editor may receive one paper from each prep. & it is not deemed important whether the paper rec'd. is sent directly by its publisher or by another person, nor whether it is paid by the person who sends it, or by another paper sent free in the mail.

J.M.L.

Joe Butlers P.M.
Columbus O.

29 Dec.

How many weekly mails do you send to the Westward? The members from this complain that they cannot hear from Columbus so often as the mails report.

You should never fail to send ten trips by any of

344
Newark to Gainesville, & then by the way of Lancaster. You should receive mail on the same route, & on failing to do so, you should write to the P.M. Gainesville to Lancaster. I wish you to be vigilante on this subject, & every other respecting to yr. office.

J.M.L.

J. Schley P.M.
Savannah Ga.

29 Dec. 1826.

The demand of Kirkpatrick & Dobson for the 3 adsl. trips on their line, is reasonable, that without consulting them any further, I shall make other provision for the service. Their bid. to convey the mail 3 trips weekly in stages was accepted for \$2000. To run the same number of trips quarterly in their year they demand \$4500. Such a demand bears no proportion to their bid, & evidences a disposition to take advantage of the supposed necessity of the Deptt. If they shall fail to convey the mail in stages under their first bid, their contract will be forfeited, & they will be prosecuted for any difference between their bid & the sum I may be under the necessity of paying for this service.

J.M.L.

H. Wylie P.M.
Washington D.C.

29 Dec.

Y^r. of the 21st inst is rec'd. The late complaint of yr. failing to deliver letters on the Sabbath, after the arrival of the Eastern mail, which had been detained by an accident, came from a highly respectable source: & I regretted to find any want of accou'd. by yr. Clerk on that occasion. Under the general instructions it is yr. duty to deliver letters on the Sabbath, on the arrival of the mail: & it is for me to punish the Clerk for his negligence.

J.M.L.

J. McRae P.M.
Fayetteville N.C.

29 Dec.

The mail between Fayetteville & Wilmington N.C. is too important to be subject to any contingency that can be avoided. You will therefore hereafter put it under the large lock, that it may not be opened between y^r. office & its destination. They will be sent the P.M. at Wilmington by the mail which conveys this.

J.M.L.

John W. Smith
Post Master

Post Office Dept.
29 Dec. 1826.

In my letter to Mr. Caldwell acknowledging his right to route 72, I informed him that it w^t be necessary for him to take from Mr. Rogers any stages & horses which he may have purchased, in consequence of having been notified of the acceptance of his bid on that route. To this part of my letter Mr. Caldwell replied, "that he would immediately make arrangements preparatory to entering on his duties of Contractor - and that he felt himself bound in honor to release Mr. Rogers from any expense he had been at in getting a stage etc., but I am informed by him, that he has not incurred any." From the reception of this letter, I did suppose, & was glad to hear it, that Mr. Rogers had incurred no expense. But, it seems Mr. Caldwell is mistaken as to the fact. The Dept. is certainly bound to receive Mr. Rogers from the property he has purchased & I will thank you to inform him, that any property which he may have purchased, to perform his Contract, as notified by the Dept., before he was informed of the rights of Mr. Caldwell, if he will let Caldwell have it, his order for the amt. shall be accepted & paid by the Dept. I assure you, if I considered myself as having the right to give a part of the route to Mr. Rogers, as you propose, I would do so most willingly, for I entertain the highest opinion of his efficiency; but, I do not profess the right. Should Mr. Caldwell fail to meet the expectations of the Dept. & the public, on this route; if his duty should be so badly performed as to require my interference & a change of the contract, there will be no hesitancy in placing the whole line in the hands of Mr. Rogers. Greater punctuality will not be required from Caldwell than from others, but a rigid course shall be pursued in regard to the duties of Contractors, & no failure of duty will be passed over with impunity.

J. McLean

Stockton & Peeside
Baltimore M^r

29 Dec.

I am informed that Wallace & Roy have an excellent stage & horses that run into Frederick & on the Charlestown route, which has lately been obtained by you on condition that the property, if suitable, should be pur-

chased. They complain that you are unwilling to purchase the property. At the time you may now have property to cover the whole route, you have acquired a part of it, since the acceptance of your bid - any property since acquired, does not relieve you from the purchase of any property on the route which may be suitable for the service.

J. McLean

J. J. Skinner Post.
Baltimore M^r

29 Dec. 1826.

A person who signs his name L. Murray writes me that a letter was rec'd. by him at y^r. O. from Phil^a, marked double postage, which, on opening, proved to be a single letter - that on asking for repayment of the extra postage, it was refused him, except on the condition of his suffering the Clerk to read it; which condition he complied with, & reluctantly permitted his letter to be read. If his statement is correct, you will perceive that the procedure is inadmissible. The law does not require a P.M. to receive any other evidence of a letter being overcharged, than that of its being opened in the presence of himself or one of his Clerks: this it is common, when the evidence of such overcharge is so perfectly clear as to remove all shadow of Doubt, for the P.M. to concur in it, but in no case is it proper, to obtain that evidence by looking into a sanctuary so sacred as the contents of a private letter. Please give this information to y^r. Clerks, & they will doubtless will willingly observe it.

J. McLean

J. Campbell Post.
Uniontown Pa.

29 Dec.

The mail from y^r. O. to Phil^a is necessarily opened at all the intermediate offices to Hagerstown, when it is put under the large lock, & not liable to be opened again, except at Balt^a, till its arrival at Phil^a. A draft letter is therefore most likely to have been taken, & the bill altered, before the arrival of the packet at Hagerstown. If you entertain suspicion of any office on that route, please inform me, & the ground of such suspicion.

J. McLean

Post Office Dept.

29 Decr 1826

J. Kennedy Post
Hagerstown Md.

The packet from Uniontown Pa made up for Phila. on the 1st Nov., contained two paid letters at 10 $\frac{1}{2}$ cents & one free letter at 3 $\frac{1}{2}$ cents. When that packet was rec'd. in Phila. the letter marked 3 $\frac{1}{2}$ cents was not in it, & it was also scratched out of the post bill. That packet must have passed in the way mail thro' the several offices to Hagerstown from Uniontown. Do you uniformly put such packets in the large bag, under the large lock for Bald? If so the depredation was probably committed at some office before it arrived at Hagerstown. Please to inform me whether you entertain suspicion of any officer on that route, & if so on what ground? Do you ever open packages addressed to Phila?

J.M.C.

J. C. Dudley Post

29 Decr.

Wilmington N.C.

The mail which conveys this will bring you a key to the large main lock under which the mail must hereafter be secured between York & Fayetteville, that it may not be subject to contingencies at any intervening office. I know of no method more likely to elicit information concerning the Charleston mail of the 12th than that which you pursued, writing to the intervening offices. From Mr. McRae's note enclosed in yr. letter of the 23^d. I am led to believe that the packet went on to Charleston. Please enquire by letter of the P.M. at Charlotte & inform me.

J.M.C.

James Bradford

New Orleans La.

29 Decr.

(Y. letter of the 13th inst. is rec'd.) The conveyance of the mail by water from Wheeling to New Orleans for the whole year is believed to be impracticable, as the river is sometimes closed by ice. To establish a line of boats would be attended with heavy expense & the trip up the river would be almost as tardy as the land route by which the mail is now carried. The Orleans mail is at this time carried by Mobile, thence

in a Steam Boat, & the trip in this way is performed in 4 days less time than on the old route. An attempt was lately made to make a contract for carrying the mail in a Boat from Louisville to New Orleans; but the lowest bid rec'd. was for \$50.000 for a weekly mail, an expense far beyond what its proceeds would justify, or beyond any adequate utility that could be anticipated.

J.M.C.

J. Concoran Post

Geo. Town D.C.

29 Decr. 1826

A letter from the Editor of a weekly paper "The Friend & Herald" published at Boston, writes me that his papers are regularly sent to Washington, but that many complaints are made that they frequently fail in Geo. Town - that many do not get their papers there for 2, 3 & 4 weeks. Those for Washington & for Geo. Town are put up at the same time, in the same manner, & delivered together at the P.O. in Boston. The cause of these being frequent failures at Geo. Town I do not at Washington is to him, mysterious. Can you throw any light upon this subject?

J.M.C.

Lyman Atlee

New London Ct.

30 Decr.

The sending of the message of the President, which was the supplement of a paper, in the manner in which you send it, tho' not in strict compliance with the letter of the law was no violation of its spirit. The object & tendency being the dissemination of useful information, & in a way strictly compatible with the intention of the law the only question is, whether you ought to pay a penalty of \$5.00 for not separating instead of sending them together in one package. My opinion is, that you ought not. The charge therefor is remitted. Show this to the P.M. & it will be his authority for its extinguishment.

J.M.C.