

There is no evidence in the drafts or other papers or records of the Dept., as far as I can learn, that one dollar was paid on this account prior to or since its recent allowance by my predecessor. No instructions was given by my predecessor to any one now in the Dept. for paying anything, and the only information I am able to collect on that point is from the pay clerk who informs me that the former Treasurer, Mr. Brown, told him that he was authorized to make advances on account of such an allowance. That their account appears on the Books as largely overpaid without including this allowance and often considerably overpaid with it, is an undeniable fact; but this was its condition prior to June 1833 as well as since, though to a less extent. The payments made by them have all been on account, there not having been a settlement with them since the 1st October 1829.

By these evidences my own mind is clearly satisfied, that as much of this allowance as precedes the re-enactments of 1833 was finally authorized in Feby 1835 and the balance of it on the 31st March of the same year, as appears of record in the Dept., and if a doubt rested on the subject, I must, it appears to me, consider the official evidences as conclusive in all my own official acts.

The fact being thus established that this allowance was not authorized prior to Feby & March 1835, it remains to be considered how far the act of my predecessor in making it & causing it to be entered is conclusive upon me; and if that act be not conclusive, then to enquire whether the allowance itself be in accordance with law. Personally, it would unspeakably relieve me & most agreeably diminish my responsibilities if I could be persuaded that the decisions of my predecessor in this case & all others of a like character, are conclusive upon me and that I have no other duty to perform in relation to them but to carry them into effect. But with the best consideration I can give to the subject, I find it impossible to bring my mind to so agreeable a conclusion. Altho there may be some dicta of Judges or Courts indicating a contrary doctrine, my mind is clear in the opinion that in law the head of one of our Executive Departments is always the same, & that as Secretary or P.M. General, for the time being, has just as much power over the decisions of his predecessor in any

given case as he has over his own - In any case where he might lawfully overrule or reverse a decision, if given by himself, he may overrule or reverse it if given by his predecessor.

I am also clear in the opinion, that under our system of government, it is not in the power of the accounting officers, the heads of Departments or the President himself, through errors or misconstructions either of law or fact, to entitle any one to receive or enable him to retain, any sum of public money which has been allowed to him without the authority of the Constitution & Law. And I hold it to be perfectly immaterial, whether it be recovered by a refusal to complete the allowance, by ~~refusal~~^{or} & stoppage of the amount from any public money of which he is in the current receipt, or by judgement of a Court & execution thereupon. Nor is it in the slightest degree material, whether the proceedings in Court be based upon a recharge by the accounting officers, or to be in the form of an action on the cases for the statement of the amount, whatever shape it may assume, must come from the officers who have acted on it, and the sole point of any importance which the courts have a right to enquire into is, whether the money be actually due to the United States. If it come in the shape of a recharge, they cannot rightfully refuse to give judgement if the money has been allowed or paid contrary to law, & if it be not a recharge, what more can they do?

Certainly, one of the peculiar duties of our Judiciary is, in all questions which may properly come before them, to correct any erroneous constructions which may have been put upon the law by executive officers. Our government in its dealings with individual citizens, is itself one person. That person, however, is made up of various members, such as its Legislative, executive & judicial Departments. The legislature lays down the rules of allowances; the executive carries it into effect; but if it misconstrues the rules & pay money contrary to law, then it is the duty of the judiciary, whenever the case is brought before them, to give the law its true construction and enforce a repayment of the money. And surely it ought not the less readily perform this service, because the executive has, in the mean time, discovered its error & cast off all its means to correct it.

b. I cannot look upon our Judiciary in such cases as intended merely to shield individuals against the government. It is itself a part of the government, & its decision on a point of law, is the final decision of the government. - In giving such decisions it is as much bound to protect the whole people against erroneous

decisions of executive officers on such points, as it is to protect individual citizens in their legal rights. Least of all things can it have been designed to shield & protect private citizens in the possession of money or property illegally obtained through the errors of public officers, under the allegations that the executive cannot correct its own errors when ^{discovered} notorious. And it has as little right to suppose that the executive has made or can make recharges for purposes of oppression as the executive has to suppose that its decisions are induced by dishonest or party motives.

The conclusion I deduce from these principles is, that in the eye of the law nothing is final in the settlement of accounts about the legality or justice of which a question can be raised before the Courts of justice. The government like individuals may recharge & sue whenever it pleases; but if its suits be frivolous or malicious, they will end as such suits brought by individuals do, so long as we have an honest judiciary. Nor is it any adequate objection to this principle to say, that there are many cases in which, upon a recharge, the subject cannot be brought before the judiciary; for this argument can prove nothing more than a defect in our system. In cases which can be brought before the judiciary, there is the appeal ready; and in cases where it cannot, he has his appeal to the legislative authority.

But in the case under consideration, it is not necessary to resort to these broad principles, nor do I conceive that it has been touched by any of the decisions quoted or referred to by Mr. Key.

It is conceded on all hands, I believe, that all mistakes and errors in an open account may be corrected, especially if the account be still under the control of the officer who has committed the mistake. If the Secretary of the Navy authorize an allowance and before the paper on which the authority is given, go out of his possession he discovers that he was in error, he may countermand his act. If the Auditor determines that he will pay an account and put an endorsement to that effect upon it, and before he reports it to the Comptroller discover that he was in error, whether in reference to the facts or the law, he may reverse his decision. So of the Comptroller.

The P.M. General, if he can be considered in relation to accounts as having any final power, unites in himself the authority of a Secretary, Comptroller & Auditor. If he has their united authority in paying accounts, he unquestionably has it in correcting errors. It follows, that before any account is finally closed by him, he may, & it is his duty to correct all errors, whether originating from misapprehension of facts or misconstruction of law.

In this case the account is still open, not having been closed since October 1829. It is in all its parts, & certainly in reference to these allowances, still in the P.O. Dept., still under the supervision & control of the P.M. General. To me it is palpable -

1. That my predecessor was misinformed as to important facts concerning this allowance and radically affecting its justice and equity, - facts clearly showing that a portion of the service was never rendered and that another allowance had been made for so much of it as had been rendered.
2. That he misapprehended the law when he supposed that it gives the P.M. General authority to make any allowance whatever for such a service.

The errors consequent upon these misapprehensions of fact and of law, I should feel it my duty to correct had I the powers of a Secretary, Auditor & Comptroller, at least in any account not closed by my predecessor.

In point of fact, however, the P.M. Genl has not the powers of a Secretary, Auditor & Comptroller over the accounts of his Dept. & whatever of importance the growth of that Dept. and public opinion may have given him, he is in law, so far as regards pecuniary matters, little more than a disbursing officer of the government.

The first section of the P. Office Law of 1825, contains the following provisions in relation to the duties of P.M. Genl: viz.

"He shall pay all expenses which may arise in conducting the Post office & in the conveyance of the mail, & all other necessary expenses arising out of the collection of the revenue & management of the General Post Office. He shall prosecute offenders against the P. Office Dept. He shall, once in three months, render to the Secretary of the Treasury, a quarterly account of the receipts & expenditures in the said Dept., to be adjusted & settled in other public accounts."

The PM Genl, therefore, is, in this respect, a mere disbursing officer. His decisions upon allowances and accounts are no more final than those of a Paymaster in the Army or a Purser in the Navy - His errors both of law and fact, so far from being conclusive, are subject to the correction of the Fifth Auditor & First Comptroller. It is their imperative duty to disallow every item which is not in accordance with the law of the land or not supported by sufficient proofs of the performance of the services.

As a disbursing officer, therefore, whose account must undergo the ordeal of the Treasury, what are the powers & duties of the PM General? May he not correct all errors in his accounts before they are rendered? Is it not his duty to correct all which may be discovered? If my predecessor through any misapprehension may have made an illegal allowance & I pay the money, would not the accounting officers, if they did their duty, disallow it to me? And am I not responsible for all payments I may make on credits I may give on any illegal allowances, which may inadvertently have been authorized by him? To me the question seems clear.

The entry upon the Books of the P. O. Dept which Mr. Key argues is the conclusive act, is, under this view of the case, an entry on the Books of a disbursing officer & nothing more. It is conclusive no further than entries upon the Books of Paymasters & Purrs are conclusive. It cannot have the least effect in establishing the claims at the Treasury; for what is there which the PM General changes in his quarterly accounts which is not entered upon some Book in the Department?

It cannot be necessary to argue this point further. That it is my duty to refuse payment of all allowances which in my conscience I believe to be illegal & to correct all credits of the same character in accounts not rendered to the Treasury, I cannot doubt.

If you shall be of opinion that I have legal authority to look into the matter & correct the errors of the accounts, then I request your further opinion as to the legality of any allowance whatever under the contract of the claimants for an increase in the weight of the mails.

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This contract is "to carry the mail of the United States." What is "the mail of the United States"? It is not one letter nor a hundred letters; it is not one pound of letters or newspapers, nor one hundred pounds nor one thousand pounds. But it is all the letters, newspapers, pamphlets & other matters legally transported by the mail, which may be handed to the contractors for transportation. The contract, therefore, is, to carry all this matter, less or more, light or heavy, its variations being one of the obvious contingencies, against which the contractors should guard in making their proposals.

The 43 section of the Post Office Law of 1825 is in the following words: viz.

"And be it further enacted, That no additional allowance shall be made, by the PM General, to the contractor or carrier of any mail, on any Route, over or beyond the amount stipulated in the contract entered into for the transportation of the mail on such Route, unless additional services shall be required; and then no additional compensation shall be allowed to exceed the exact proportion of the original amount for the additional duties required; and the PM General, in all such cases, within 30 days thereafter, transmit to the first Comptroller of the Treasury an account of such additional services, & the compensation to be allowed therefor."

My understanding of this prohibition is clearly expressed by the majority of the Post Office Committee of the House of Representatives in their Report, pages 12 & 13, from which I submit the following extract: viz. "The extra service for which an extra allowance is authorized to be made by the 43 section, must be in "addition" to that required by the contract. None of the mail contracts contain any limitation of weight in the mail to be transported; they, therefore, bind the contractor to carry all packages proper for mail transportation, whether attached to a particular Route in preference to others, by its superior safety, or the increased celebrity & frequency of its trips; or arising from an extraordinary increase of population & business upon such Route. Such services, whatever may be the bulk or weight of the mail, can in no sense be regarded as an addition to those required by the contract; they are strictly and properly within it."

"In the opinion of the Committee, therefore, there is no authority in the act of Congress for granting an "additional allowance" to any contractor, on the ground of an in-

"in the weight of the mail transported by him, where that increase is owing to the attraction of packages from an
Slower to a more rapid line. This would be the usual
't obvious result of giving an accelerated ^{speed} one of
several Routes leading to the same Legion of Country—
a result which, if regarded of any Consequence, could
not escape the forecast of persons Contracting to give
the increased speed, and which, therefore, they would
be careful to provide against in the Compensation they
"would exact for the service."

To this it may be added, that allowances for an increased weight of the mail is very unusual if not wholly unprecedented, & that if the principle were once established that such allowances are legal, the Deptt would immediately be pressed with such claims to an immense amount. It is not intended, however, to be denied that circumstances may arise in which such a claim would be just, the only point on which I wish to express an opinion is, that the Postmaster is not authorized by law to make them, and that the only proper course of action is in the Congress of the United States.

Herewith I transmit the Memorial of the claimants together with Mr. Tracy's argument and the papers which were handed in with these two documents.

P.S.

Amos Kendall -

The 50 per cent allowance embraced in the foregoing statement amounts to \$ 12.575. 50. The remaining \$ 21.702. 50, making up the \$ 34.278 allowed on those routes, consists of \$ 9.437. 50 for running through in two days since the 1st of January 1834 and \$ 12.265 for extra horses & postillions from the same time. But there is no question connected with these items not involved in the preceding to which it seems necessary to call your attention. I have added to the papers forwarded, Mr. Stockton's letters of 27th March and 2nd June 1833, the envelope addressed to and a copy of R. L. Stockton's account in which all these matters are embraced -

Post office Department 245.
6 July, 1834?

v Hon. Benjamin F. Butler,
U. S. Attorney General,

That portion of my statement in the case of Messrs. Stockton & Stokes in which the Postmaster is considered as a disbursing Officer accountable to the Treasury Deptt, was communicated by me to Mr. Tracy, & upon his request I readily consented to receive from him an additional argument, which I have now the honor to transmit.

It contains nothing which seems to me materially to weaken the views I have already submitted; but the great importance of the principles involved, induces me to add a few remarks.

In relation to the subject of accounts, the functions of executive authority in our government may be considered as divisible into three parts:

1. That which makes Contracts & regulations & gives orders & directions out of which accounts originate.
2. That which pays the money.
3. That which settles the accounts.

In some of the Departments these functions are performed by three sets of Agents. In the Navy Deptt, the Secretary of the Navy and his Ministerial ^{Agents}, the Navy Commissioners, make contracts and regulations and give orders & directions out of which accounts originate. The Navy Agents & Purrs pay the money. The Fourth Auditor & Second Comptroller settle the accounts. The War Deptt is organized in a similar manner.

All these sets of officers are bound to discharge their duties according to law. If the Secretary of the Navy direct an expenditure and a Navy Agent pay the money and the Fourth Auditor & Second Comptroller deem the expenditure illegal, they never hesitate to disallow the payment in settling the Navy Agents' accounts. The principle & practice have been settled in so many cases and are so clearly in accordance with the laws which prescribe the powers and duties of these several officers, that they are not now contested. Hard cases may & do arise; but relief is always found by petition to the legislative power.

The Postmaster unites in his own person two of these three functions of executive authority. He makes Contracts and regulations and gives orders and directions from which accounts originate, and he pays the money. The question now

if one is, whether he does not substantially possess the third also and has not power conclusively to settle those accounts which he originates and pays - Mr. Key argues that he does; I maintain that he does not.

The proposition need but be stated to satisfy any considerate man, that it is unsafe to lodge these three functions in the same hands. What may not a man do who has power to make contracts & regulations and give orders and directions for the expenditure of two Millions of dollars annually, who has power to construe not only his own acts but the laws which should govern him, who pays the money according to his own will, and who finally settles conclusively all the accounts, without supervision, check or control! It cannot be that we have such a man in our well-balanced government!

But the P.M.General does ~~not~~ unite the powers of a Secretary of the Navy with his Ministerial Assistants & of the disbursing officers of that Dept. Is that a reason why he should be constrained to possess the power of the Auditor & Comptroller also? Far from it. The union of the two powers constitutes a strong argument why he should not possess the third. The law in this respect accords with sound policy. It creates Treasury Officers independent of him, to whom he is required to render quarterly accounts of all his disbursements "to be adjusted" "and settled like other public accounts." In the adjustment & settlement of other public accounts, they require first whether the expenditures are in accordance with law & next whether they are properly vouch'd. Is there any thing which exempts them from this duty in settling the P.M.General's accounts? On the contrary, does not the law expressly require it of them? And when they reject an item in his account for illegality, what do they more than when they reject on the same ground an expenditure in a Navy Agent's or Persic's account ordered by the Secretary of the Navy? There is less hardship in the case of the P.M.General, because the inconvenience and possible loss falls directly upon him who gave the illegal order. Why are duplicate contracts made by the P.M.G. required to be sent to the Treasury, & why is he required to report all additional services ordered & compensation allowed

964.

within thirty days? Is it not for the same reason that the contracts of the War & Navy Departments are required to be filed there? Is it not that the Auditor & Comptroller may refer to them in conjunction with the law upon the upon the settlement of the accruing accounts?

True it is, that a contractor cannot present his account at the Treasury for payment simply because there is no money in the Treasury out of which it can be paid. It would have been an anomaly if the law had required those accounts to be presented to the Fifth Auditor for adjustment & payment out of the Treasury, when the whole system was so framed as to exclude the possibility of their payment there, and placed in the hands of the P.M.General the funds to pay them. It is the P.M.General's account only which they have power to settle, and Contractors accounts can come before them only as items in that account. And in this respect the mail contractors are practically on the same footing as most of the contractors with the Navy Dept. whose accounts appear only as items in the Navy Agent's accounts. The difference is, that if a Navy Agent refuse a charge, the claimant may present it directly to the Treasury for allowance and payment, a privilege which the law does not secure to the mail contractor.

That the P.M.General is not responsible to the Treasury Dept. in his administrative capacity is readily conceded. He is in that respect as independent as one of the Secretaries; but not more so. If in consequence of any order or direction of his or theirs which the accounting officers of the Treasury deem illegal, a payment of money take place, credit for such payment, by whomsoever made, will be refused, if those officers do their duty. If more serious consequences fall upon the P.M.G. it is not because of his inferiority, but because he performs a function which the Secretaries do not, & therefore encounters a responsibility which they do not. But Mr. Key's argument in its results would raise the P.M.G. above the Secretaries in his administrative capacity. Their orders decided to be illegal are made void by the accounting officers of the Treasury refusing to allow credits for the resulting expenditures; ^{but} if Mr. Key's argument be sound, they cannot call in question an order of the P.M.G. for a like cause. While the secretaries are thus checked, he is above control, giving orders, paying money and settling his own account, or what is the same thing, sending an account to the Treasury to get

the forms of settlement by those who have no authority to cast in question a single item however extravagant and illegal. I reject all arguments predicated on the dignity or importance of the Station. In this Country, the highest are not above the law, and there is no man who has not his superior. Our inferiors in one respect are our superiors in another. In deciding points of law involving public expenditures, the Comptrollers of the Treasury have no superiors unless it be the Courts of Justice. The Auditors and Comptrollers are both superior to the Heads of Departments and the President himself, being under a paramount obligation to decide according to the Constitution and Laws when they come in conflict with the ~~orders~~^{and regulations} of their nominal superiors. unquestionably, it was, to make them efficient checks in the government, that in their official tenure they are made independent of the Heads of Departments, even of the Treasury Dept to which they belong; and happily would it be for the government, I verily believe, if they asserted more frequently & more resolutely their legal authority & official independence.

I perceive nothing in the law relative to Post Office suits which conflicts with the views I have taken. It is certainly peculiar as are many other provisions relative to this Dept. and rests in the P.M. General powers which other Heads of Departments do not possess. Accord to him all the law gives him; but while heaping powers upon him, let him not be released from responsibility. The greater the power, the greater & more strict should be his accountability; and to a construction of the law tending to that result I should unquestionably lean in all cases of doubt.

I believe all the points of Mr. Key's additional argument may be considered as embraced in the foregoing remarks which are respectfully submitted to be considered in connection with my former statement.

P.S.

Amos Kendall

Since the above was commenced, R. C. Stockton, Esq. has handed me another statement to which is annexed an opinion of John Glenn Esq. an attorney in Baltimore & an affidavit of the late Treasurer of the Dept. O. B. Brown, which also I herewith transmit. The first of these papers only refers to the case submitted. The facts, you will

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perceive are very imperfectly set forth, & some of the most essential entirely omitted. The controlling fact, that the P.M. General did on a public paper write the words "suspended" and place it on the public files at the same time that he wrote "allowable" to on a paper which was retained in the private possession of the Treasurer or himself, is not noticed.

This of itself shows the imperfection of the statement and the error of Mr. Brown's ~~ex parte~~ affidavit. Moreover, Mr. Stockton's account shows, that no payment was made on this allowance in June, 1833, & that as late as 30th Sept. of that year, they had not even made a charge. Moreover, I have in my possession a paper without date but evidently made out late in 1834 or early in 1835, in Mr. Brown's handwriting to guide the pay clerk in making entries in Mr. Stockton's account. on which, as I am informed, this 50 per cent. first appeared as a credit to which he was entitled.

On the whole, I believe the facts to be, in that respect, as represented in my former communication.

P.M.

20 Augt. 1835.

Amos Kendall

Hartford, Pa.

Enclosed is the original bill from the office of Columbia, of April 3rd for which you applied, under date of July 14th. According to the entry on this bill, the letters re. Companying it was unpaid.

P. S. L.

I. M. Viles, Esq., P.M.

21st

Hartford, Ct.

The Post Bill mentioned in the enclosed letter, (which was addressed to Penrua Booth, Danbury, Ct.) cannot be found among the bills sent from your office for the quarter ending 30th June. Your accounts of mails received for distribution acknowledges the receipt of a bill from Ridgefield, Ct., on the 15th April, of 25 cents unpaid. The bills received at your office from the 14th to the 30th April, & from the 1st to the 8th June, have been carefully examined, but the bill from Ridgefield of the 14th April is not among them. Please inform the Dept. if in your power, where it is to be found. Perhaps it may have been retained in your office, if so, send it by return mail to the Dept. together with the enclosed letter.

P. S. L.

250.

P.M.

Post Office Department.

New York City,

21st July, 1835-

Major L. R. Hobbs, one of the Assistant Post Masters General, is about to visit New York on business, and I have requested him to look into the condition and business of your office with the view as well to its general arrangement as to some regulation in reference to the number of clerks to be employed, their salaries & the contingent expenses in general.

You will therefore be pleased to afford him access to all parts of your office & facilitate his inquiries and examinations by all means in your power, making such suggestions as may occur to you as useful in promoting economy and advancing the interests of the Department.

A. W.

P.M.

23rd

Lincoln C. H. Alm.

The P.M. at Centerville, Bibb Co., Alas., reports to the Dpt^t that there are three other offices in Alas., bearing the name of Centerville, one in Monroe Co., one in Pickens Co. and one in Monroe Co. No Post offices in either of these Counties are known to the Dpt^t by that name. If there is a Village so called, in your County, please state by what name the Post office is known.

R.S.L.

Francis W. Bostick Esqr., P.M.

23rd

Carrollton, Alas.

Same as preceding letter -

P.S.L.

P.M.

23rd

Monroeville, Alas.

A letter was mailed at Mobile on the 22 Sept^t last, addressed L. Kennedy, Esqr., Centerville, Bibb Co., Alas., which has not reached its destination. As your office was formerly of the same designation, said letter might by mistake, have been sent to it for delivery. Should this be so, you will forward it to the above address, & inform the Dpt^t of the same.

P.S.L.

251.

Post Office Department.

Southern Division,

23 July, 1835.

P.M.

Palestine, Ill.

Yours of the 13th Inst^t informing the Dpt^t of the mis carriage of a letter addressed to John Chamberlain, mailed on the 27th Feby at New Lebanon, Lamden Co., N.Y. is received.

No such letter has been sent to the Dpt^t as that described in yours. You will please ascertain by whom the letter was written, whether it was placed in the office at New Lebanon by the writer, and whether the postage was paid; if so, what the amount of postage was; information on these points as on any other that you may be able to furnish, you will forward to the Dpt^t.

P.S.L.

✓ J. C. Worcester, Esqr.

23rd

Cambridge, Mass.

No statement of the postage according to each Post office has been published since that which you have, nor has any table of Post offices been published since 1831.

Mrs. Gardner & Hobbs both remain Assistant Post Masters General.

No late documents containing statistical information in regard to this Dpt^t has been published. If there were such they would be furnished.

The P.M. General accepts with pleasure the Almanac forwarded by you.

P.S.L.

✓ C. Skinner, Esqr.

23rd

Adams, N.Y.

Yours covering the deposition of A. Gleason Jr. that he caused to be deposited in the Post office of Adams, Jefferson Co., N.Y., a letter containing \$50, addressed to Mr. Hunter, Cork P. Office, Ashtabula Co., Ohio, on the 28th day of April last, is duly received. The accounts of letters received for distribution at Buffalo have been examined, but there is no entry of a mail from Adams, of corresponding date with that in which the missing letter was sent, having arrived there. The P.M. General is determined in all cases of mail depredations, to institute the most rigid investigation for the discovery of offenders, & requests that you will forward to the Dpt^t any information which may, in this instance lead to the detection of the robber. If your suspicions rest on any individual, communicate them & the reasons for entertaining them, confidentially to the Dpt^t. That the Post Master of Adams concur in the action of the P.M. General.

Post Office Department,
Southern Division.

P.M.,
Shell Banks, N.C.,

24 July, 1835.

Your letter of the 20th Inst. communicating another loss to your Office, has been received. The Post Master General desires me to mention, confidentially, that he has good reasons for believing that for some time past, depredations upon the mail have been committed by a clerk in the Richmond office, who has lately been removed. Efforts are being made, secretly, under directions from the Department, to procure sufficient testimony against him to warrant his arrest. Please state to the Dept., whether all the letters directed to you, out of which money was stolen, would not have to pass through the office at Richmond. If there are any that would not, mention the particular cases.

You will, of course, continue to report all cases of depredations, coming to your knowledge, with such comments as you may deem necessary.

P.S.L.

✓ Stephen Pleasanton, Esq. 24th

5 Auditor of the Treasury.

I have the honor to send you the accounts of this Department for the 3rd quarter of 1832.

A. T. S.

✓ Majors C. L & W. Winslow,

24th

Fayetteville, N.C.

The Dept. is informed by the P.M. of your place, that a letter mailed by you, containing \$2280 addressed R. C. Hattaway, Lilesville, N.C. had not come to hand. The P.M. has directed such measures as are necessary to obtain information in this case, which will be fully & diligently investigated.

Should your suspicions attack any individual please communicate them frankly to the Department where they will be considered confidentially.

P.S.L.

Post Office Department,
Southern Division.

P.M.,
Fayetteville, N.C.,

24 July, 1835.

✓ John MacRae, Esq.

P.M.

Fayetteville, N.C.

Yours of the 20th Inst. is just received and I am directed by the P.M. General to express his approbation of the promptness with which you have informed the Dept. of the loss of a letter from Majors C. L. & W. Winslow. The case will be strictly investigated, and you are requested to aid the Department by communicating promptly any circumstances which may fix suspicion on the depredator. If necessary a special Agent will be employed to assist in the examination of this case.

In addition to other information, which you may require, you will please inform the Dept. on the following points: viz.

Has any driver or person along the Route, having access to the mail lately gone away? Have you a personal knowledge that the money was in the mail when it left the office? Did any other person know that money was in the mail? if so, who was that person?

P.S.L.

✓ Joseph Willy Esq. P.M.

25th

at Elk Creek, Erie Co.

Pa.

Yours of the 17th inst. informs the Department that on the 29th May last, you mailed a letter for the City of New York, said by the writer, one of your neighbours, to have contained one hundred dollars and a pension draft.

Inform the Department whether you mailed this letter direct for New York, or marked the package "Forward". The latter would have been the correct plan, it would then have gone to Buffalo for distribution. State the rate at which the letter was chargeable, and whether or not the postage was paid, by whom it was written, to whom addressed, and a particular description of the pension draft.

As your accounts for the second quarter of last year have not been received, you will please forward a copy of your account of mail sent from your office on the day the missing letter was mailed.

P.S.L.

Post Office Department
Southern Division
July 25.th 1835.

✓ William Wertenbaker Esq.
Apt. Postmaster
University of Virginia
Va.

When you called at the Department some days since, you showed a letter to Mr. Plett which you had received from Mr. Gillson, and which had enclosed in it the letter taken from your office on the 26th May, the postage of which was charged to Mr. Plett. — You stated that you were now entitled to account for the eight letters mailed at Petersburg on the 24th and received at your office on the 26th May. Being much engaged when you were here, I did not examine the letter from Mr. Gillson — You will therefore, please forward it, together with the one enclosed to you, to the Department, in order that they may be filed with the other papers in the case.

P. S. L.

William C. Nixon
Pm. Augusta
Georgia

25

Yours of the 16th inst. informing Department of loss of letter from A. B. & H. Holt, mailed on 6th March last at Dahlonega, Lumpkin Co. Georgia, is duly received.

Enclosed is copy of Post Bill which agrees with your description. The Post Master General is resolved in all cases of mail depredations, to institute the most rigorous investigation, and exacts the earnest co-operation of all connected with the Department. You will please ascertain the character of Mr. Halliday, to whom the letter was addressed, and communicate thereupon to the Department, as well as any other circumstances which may come to your knowledge, leading to the discovery of the purloiner.

P. S. L.

Post Office Department
Southern Division
July 25.th 1835.

✓ Messrs A. B. & H. Holt
Dahlonega
Lumpkin Co.
Georgia.

A letter this day received from the Postmaster at Augusta, Georgia, informs the Department that a letter mailed by you, enclosing fifty dollars to A. E. Halliday at Augusta on the 6th of March last, has not come to hand. It is the earnest desire of the Postmaster General to detect & punish all depredators upon the mail. To this end every effort will be made. To aid in the accomplishment of this purpose he requests you to communicate to the Department whether the Postage on the above letter was paid, if so, the amount, — by whom placed in the Post office, & any other circumstances however minute they may be, which may tend to elucidate the case.

P. S. L.

✓ Richard T. Woolfolk Esq.
Baltimore

25.th

Yours of the 24 inst. is duly received, and I have the pleasure of informing you that the draft therein described, will be forwarded to you, by the same mail which carries this, from the Dead Letter Division of this Department. —

P. S. L.

✓ Jonathan Frisbie Esq.
Mobile Ala.

27.th

Yours of 12th inst. informing Department of the non-arrival of two letters mailed by you in February last is duly received. You mention that amongst numerous letters sent by yourself and others none have missed their place of destination except the two above mentioned. The probability is that these letters may have been misdirected, and that they will eventually reach their destination or be returned to this Department, in the latter case they will be forwarded immediately as you request.

P. S. L.

Post Office Department
Southern Division
July 27th 1835

W. A. Rector Esq.

Rector town

Tazewell Co. Va.

Yours of the 22nd July is duly received. —

The information given to you by Mr. Glapcock of the loss of a letter from Tuscaloosa Ala. said to contain twenty dollars, is too vague to be acted upon by the Department, with any probability of tracing the lost letter. You will please inform the Department the date at which the letter was mailed, and whether or not the postage was paid, the amount of postage — and by whom the letter was put into the office, as well as any circumstances which may have a bearing upon the case.

P.S.L.

Jacob Cooke Esq.

27th

Muncy, Lycoming Co.

Pennsylvania

Yours of 21st inst. stating sundry cases of loss of money and detention of letters en route from Danville Columbia Co. to Philadelphia is duly noted.

A vigilant scrutiny will be instituted on that Route for the detection of the depredator. The Postmaster General highly approves of the prudence of your conduct in not advising with any persons on the subject, as by thus reserving the probability of a successful result to the investigation is highly greatly increased. You will please communicate to the Department, confidentially, any circumstances which may arise in this case and mention your suspicions of individuals, on the Route, if you should entertain any.

P.S.L.

✓ Edward Stith Esq. agent
Department of State.

27th

Yours of the 8th inst. informing the Postmaster General, "that on the 4th. ult. a letter was addressed by me, and transmitted by the mail to W. Clark Esq. Montpelier Vt enclosing a check of the Bank of the Metropolis on the Bank of Burlington Vt for \$45. 75. which letter and check had not been received

^{25th}

by Mr. Clark on the 1st inst. &c" is duly received. The Postmaster General directs me to inform you that the case is placed in the hands of an Agent of this Department, who proceeds Northward immediately, and who will carefully investigate the same.

P.S.L.

✓ Francis Mapsey Bedford Esq.

27th

Chestertown, Warren Co.

New-York

In answer to yours of the 17th inst. I quote part of a letter addressed by this Department to your father on the 17th inst. in reference to the subject of yours, viz: "The Postmaster General desires me to say that the letter has probably been missent to some other Office, bearing the same name, in a different state, and that it may yet be forwarded to the proper Office, or returned to the Department as a dead letter; in either of which cases, it will be sent to your son or to yourself. As no other losses have lately occurred, within the knowledge of the Department, upon the Route on which the letter should have been sent, it is hoped it may finally be received." Since the above, there is nothing new to communicate.

P.S.L.

✓ Postmaster at

Rutland

Vermont

27th

Stamps for your Office have been ordered.
When made they will be forwarded.

P.S.L.

✓ Postmaster at

Clinton N.Y.

The same.

✓ Postmaster at

Chambers C.H.

Alabama.

27th

The same

✓ Postmaster at

Troy, Ohio.

27th

The same.