

be weakened. As appears from his late report, since the 1st July, 1823, the date of his connexion with the Department, there has been ingrafted on the establishment an amount of revenue, and accommodation in post offices and transportation of the mail, greater than the entire mail establishment in the Union in 1800. This is an increase unparalleled in the annals of the Department, and shows what industry and capacity may accomplish in this important branch of the public service. It is proposed to relieve the Treasury from the appropriations usually made to pay the officers of this Department, and that the same shall be drawn from its own funds. Should this suggestion be adopted, the salary of the Postmaster General, and his assistants and clerks, and the contingent fund, will no longer be a charge on the Treasury.

The great amount of additional mail accommodation and revenue is not the only advantage which the public have derived from a vigilant administration of the Department. There is a degree of regularity and energy in all its operations, which is highly beneficial to the country.

When the committee consider the rapid increase of this Department, the great responsibility of its head, the talents and labor required to manage its concerns, and the interest which all classes of the community have in its faithful administration, a sense of duty requires them to recommend that \$2,000 be added to the present salary of the Postmaster General; and they report a bill containing such a provision.

[19th CONGRESS.]

No. 65.

[2d SESSION.]

## MONEY STOLEN FROM A DEPUTY POSTMASTER.

COMMUNICATED TO THE SENATE, JANUARY 19, 1827.

Mr. JOHNSON, of Kentucky, made the following report:

The Committee on the Post Office and Post Roads, to whom was referred the bill for the relief of Nathaniel Patten, reported:

That the petitioner sets forth that he was postmaster in the town of Franklin, in the State of Missouri, in and about the year 1820; in which year a considerable sum of money, amounting to about \$800, received for postage, accumulated upon his hands, and remained undrawn for, although he rendered his accounts regularly at the end of each quarter; that he kept the said money carefully, in a small trunk, which was enclosed in a large one, and placed in the room in which he slept; and that on the night of November 2, 1820, the room was entered by some thief or thieves, and the small trunk taken out of the large one, and carried away with its contents, and afterwards found in the woods, cut open, and rifled of the money which it had contained. This petition is supported by the sworn affidavit of the petitioner, and the like sworn affidavits of several witnesses, whose character and respectability are amply vouched for, and in some instances known to the committee, testifying to the good character of the petitioner for honesty, sobriety, prudence, and careful attention to business; stating, moreover, that he is hard of hearing, or considerably deaf; and detailing circumstances connected with the robbery which induce them to believe that it took place as stated. His case is further supported by a written statement, drawn up and signed on the spot, a few days after the robbery, by twelve of the principal inhabitants of the place; among whom may be named two gentlemen of high character, then in the service of the United States, to wit, General Thomas A. Smith, receiver of public money, and Charles Carroll, Esq., of Bellevue, register of the land office; in which they all voluntarily bear witness to the integrity of the petitioner's character, his careful habits, and declare their full belief that the robbery was committed upon him as stated.

Upon this evidence the committee consider the facts as satisfactorily proven that the petitioner exercised due care and diligence in keeping the aforesaid amount of money collected for postages; that he [was robbed] of the same as stated; and that, upon principles of equity, and the practice of Congress, especially in the case of John Hall, [vol. 6, p. 335, of the Laws of the United States,] he is entitled to relief. They therefore return to the Senate, without amendment, the bill which has been referred to them for his relief, and recommend that the same may be passed into a law.

[19th CONGRESS.]

No. 66.

[2d SESSION.]

## TRANSFER OF CONTRACTS, AND THE COST OF TRANSPORTING THE MAIL ON CERTAIN ROUTES.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, FEBRUARY 28, 1827.

SIR:

POST OFFICE DEPARTMENT, *February 27, 1827.*

In obedience to a resolution of the House of Representatives passed on the 23d instant, directing the Postmaster General to "inform the House whether the printer or editor of any newspaper in the District of Columbia was, or is, a party to any contract or contracts; and, if any assignment of such contract has been made, a copy of such assignment; and that he state to whom, and in what way, the money has been, or is to be, paid by the Department; and, also, inform the House of the sums now paid for carrying the mail between Washington City and Vincennes, Indiana, *via* Wheeling, Virginia, and Lexington, Kentucky, specifying how much is paid to each of the contractors for conveying the mail on said route; the distance carried by each contractor; and the amount paid, and to whom; stating how often per week, and what additional compensation is made to any contractor beyond the sum stipulated in the original contract;" I have the honor to state that, in December, 1823, Duff Green, then of Missouri, but now of this city, and who is editor of a paper called the "United States Telegraph," entered into three contracts, he being the lowest bidder, for the conveyance of the mail in small stages, one trip weekly, from St. Louis to Franklin, a distance of one hundred and seventy-six miles; and thence, on horseback, to Clay court-house, one hundred and nineteen miles.

Under the two contracts, embracing the stage route to Franklin, there is paid the sum of \$2,640 per annum.

This sum includes an additional allowance of \$75 per annum, on account of an increased distance of five miles, rendered necessary by the establishment of a post office.

Under the contract for the conveyance of the mail from Franklin to Clay court-house, there is paid, per annum, the sum of \$1,210.

This amount covers an additional allowance of \$30 per annum, for an increase of five miles distance, caused by the establishment of a new office, and also \$310, being thirty-three and a third per cent. on the original contract for a led horse, which became necessary from the increased weight of the mail. This is the established rate of allowance where two horses are required on a route which, at the commencement of the contract, required but one horse.

These contracts will expire on the 31st December next. The contractor has been paid the sums named in them, except \$520 15, forwarded to Messrs. G. & I. Sexton at St. Louis, and some penalties which have been incurred, and will continue to be paid as heretofore, unless he shall transfer them, or, by a failure to perform his duties, incur a forfeiture.

On the 22d September, 1823, James Foyles, of Indiana, entered into a contract for the conveyance of the mail, (he being the lowest bidder,) in a four horse stage, one trip weekly, from Louisville, in Kentucky, to Vincennes, in Indiana, a distance of about one hundred and twenty miles, for which, by contract, he was to receive \$1,700 per annum.

From Vincennes a stage conveyance was established to St. Louis.

The people of St. Louis and many other places strongly urged the Department to give a more frequent mail intercourse, in stages, between that place and Louisville. Their request was enforced by the delegations from Indiana, Illinois, and Missouri; and as the public interest required greater accommodation on this route, it was determined to establish an additional trip, weekly, in four horse stages, and give great increase of expedition. The contractors on this route were written to on this subject.

Some time in February last Mr. Green arrived at Washington, and exhibited to the Department an agreement which showed that he had purchased, conditionally, the contract from Foyles, and wished to know whether he could be recognised as contractor on the route. The assignment on the contract was obtained on the 1st of April, 1826, on Green's paying a certain sum, and giving orders on the Department to pay the balance of the purchase money to Foyles, as the quarterly payments became due. To the transfer there was no objection, as the exchange of contractors was believed to be advantageous to the public. Mr. Foyles had complained that, for the compensation paid, he could not meet the expense on the line; and he had suffered it to fall into discredit.

An additional weekly trip, in four horse stages, was authorized on the 16th of March, and increased speed between Louisville and Vincennes required over Foyles's contract of twelve hours in each trip. For this augmented speed \$220 was added to the sum in the original contract, per annum, for the first line, and the same amount was agreed to be given for the second, making \$32 per mile, (counting the distance one way,) annually, for both lines. This was considered to be paying at a less rate than was stipulated in the contract, making a reasonable allowance for the increased expedition.

The same allowance was made to the contractor between Vincennes and St. Louis; and as the speed on the route between Vincennes and Louisville was greater than on the other route, and as the contractor, by a necessary arrangement to connect the two trips with the arrivals of the mail at Louisville, was required to keep one of his teams in that place longer than was contemplated when the second line was established, which subjected him to considerable additional expense, an allowance of \$160 per annum was made. This was believed to place the two contracts on the same footing. At the time the above arrangement was made, the Department possessed no knowledge of any intention by Mr. Green to leave the western country. It was understood from him that, so soon as he could accomplish his business at Washington, which would require a stay of about six weeks, he would return to the west with stages and harness, and put the route into immediate operation under the new arrangement. A short time after the contract was made, it was rumored that he would probably become a resident of this city. To ascertain the fact, and to make him acquainted with the views of the Department, a letter bearing date 13th April, 1826, was addressed to him, a copy of which is herewith transmitted; a copy of his reply to this letter is annexed.

In the summer of 1826, Mr. Green returned to the western country, put the stages in operation as required by the contract, and on the 11th September informed the Department, by a letter dated at Lexington, Kentucky, that he had sold the contract and stock on the route to James Vanderburgh, who resides at Vincennes, a person who was highly recommended for his efficiency. The quarterly payments, as they became due, were pledged to Mr. Green, as appears by the letter, in payment for the property on the route. By virtue of this letter, a copy of which is annexed to a copy of the contract, Mr. Vanderburgh is considered to be the contractor, and Mr. Green is not viewed as having any interest in the contract beyond the indemnity out of the pay, as stated in his letter.

This contract expires on the last day of December next.

The following contracts, referred to in the resolution, were made in the fall of the year 1823:

William B. Stokes, to convey the mail three trips weekly, in four horse stages, between Washington City and Fredericktown, a distance of forty-four miles, for \$1,450 per annum. On the 1st October, 1825, three additional weekly trips, in four horse stages, were required on this route, for which the same compensation has been paid as was stipulated for three trips in the original contract.

Mr. Stokes also contracted to transport the mail in four horse stages, three trips weekly, between Fredericktown and Hagerstown, a distance of twenty-six miles, for \$390, annually. On this route, three additional trips, weekly, were required on the 1st October, 1825, for which \$210 compensation is paid per annum.

Reeside and Moore contracted to transport the mail in four horse stages, three trips weekly, from Hagerstown to Wheeling, a distance of one hundred and ninety-seven miles, for the sum of \$7,850 per annum. On the 1st of October, 1825, \$3,800 was added for three additional trips, weekly, in four horse stages.

J. S. Dugan contracted to convey the mail in four horse stages, three trips weekly, from Wheeling to Zanesville, a distance of eighty-three miles, for \$3,359 a year. On the 1st October, 1825, \$2,050 was allowed, to be paid annually, for three additional trips in two horse stages. This sum was found inadequate to meet the increased expense on this route, and a further allowance was made, to pay the ferrriage over the Ohio river, at the rate of \$444 per annum.

The stages were found not to answer the purpose designed. They afforded little or no accommodation to passengers at any season of the year; and, during the session of Congress, the mail increases so much in weight, that it was found impracticable to transport it on this route in two horse stages. Four horse stages have lately been substituted for the small ones, for which the same compensation is paid as stipulated in the original contract, viz. \$3,359 per annum.

W. H. Beard contracted to convey the mail in four horse stages, three trips weekly, from Zanesville to Lancaster, a distance of thirty-six and a half miles, for \$1,490. On the 1st of October, 1825, three additional weekly trips were required, in two horse stages, for which \$900 annually has been paid. Four horse stages have been established on this route, in lieu of the small ones, for which the sum of \$1,490 a year is to be paid.

John Creed contracted to transport the mail in four horse stages, three trips weekly, between Lancaster and Chillicothe, a distance of thirty-four miles, for \$1,326 per annum. Three additional weekly trips, in two horse stages, were established on this route, 1st October, 1825, for which there has been paid the sum of \$800 a year. Four horse stages have lately been required in lieu of the small ones, for which the sum of \$1,326 is agreed to be paid annually.

J. Watson contracted to convey the mail three weekly trips, in four horse stages, between Chillicothe and the Sinking Spring, a distance of thirty-three miles, for the annual sum of \$1,290. On the 1st of October, 1825, three additional trips, weekly, in two horse stages, were required on this route, for which \$875 was paid. Four horse stages have been established on this route, for which the sum of \$1,290 a year is to be paid.

Thomas McCague contracted to convey the mail three weekly trips in four horse stages between Sinking Spring and Maysville, a distance of forty miles, for \$1,700 a year. Three additional weekly trips were required on this route on the 1st of October, 1825, in two horse stages, for which \$1,025 a year has been paid. Four horse stages have been required on this route in place of the small ones, for which \$1,700 is to be paid annually.

On the route from Maysville to Louisville, a distance of one hundred and forty-three miles, the bid of B. H. Rankin to transport the mail in four horse stages, three trips weekly, being the lowest, was accepted at \$7,250, in October, 1823. On the 6th of December following, the agent of said Rankin requested that part of the above route, leading from Maysville to Lexington, a distance of sixty-four miles, should be assigned to Averill and Hutchins at \$2,500 a year, and that part leading from Lexington to Louisville, a distance of seventy-nine miles, to E. P. Johnson, at \$4,750 a year. As Averill and Hutchins, and also E. P. Johnson, were known to the Department as efficient contractors, and for some years had transported the mail on this route, their names were willingly substituted in the place of Mr. Rankin's. And although the compensation as proposed was not apportioned according to distance, no doubt was entertained that the amount was satisfactorily adjusted between them upon equitable terms; and as this arrangement did not affect the interest of the Department, the contracts were made out and executed as requested. On the 1st of October, 1825, three additional trips of the mail, in two horse stages, were required on this route, for which there has been paid annually, to Averill and Hutchins, \$1,600, and to E. P. Johnson, \$2,000. Four horse stages, in the place of the small ones, have lately been required, for which \$2,500 will be paid to Averill and Hutchins, and at the same rate to E. P. Johnson, amounting to \$2,900.

From the foregoing statement it will appear that, for three trips weekly, in four horse stages, under the original contracts, there is paid, from Washington City to Wheeling, a distance of 267 miles, the sum of \$9,900; from Wheeling to Maysville, a distance of 226½ miles, \$9,265; from Maysville to Louisville, a distance of 143 miles, \$7,250; amounting in the whole to \$26,415; and that the annual compensation allowed for the three additional trips, in four horse stages, on the entire route, amounts to \$20,025, making the total sum of \$46,440 paid annually for the conveyance of the mail from Washington City to Louisville, in Kentucky. Four thousand dollars being added, the amount paid for the conveyance of the mail from thence to Vincennes will make the aggregate sum of \$50,440.

It may not be improper to state that, under the contracts which were made in 1819, and expired with the year 1823, there was paid, annually, for three weekly trips of the mail in four horse stages from Washington City to Wheeling, the sum of \$11,950; from Wheeling to Maysville, \$12,585; from Maysville to Louisville, \$9,000; making the total sum of \$33,535.

I have the honor to be, very respectfully, your obedient servant,

JOHN McLEAN.

HON. JOHN W. TAYLOR, *Speaker of the House of Representatives of the United States.*

SIR:

POST OFFICE DEPARTMENT, *April 13, 1826.*

It is desirable that all who have any agency in the operations of this Department should, as far as practicable, devote their personal attention to the same. This is considered as indispensable, so far as postmasters are concerned, and it is the policy of the Department to apply the same rule to contractors. I am aware that the control over those who transport the mail must, necessarily, be far less effective in this respect than over postmasters, as the contract fixes the conditions, and that of personal superintendence is not included among them. But it is not doubted that the personal attention of contractors insures greater regularity and energy in the conveyance of the mail, and has a tendency to elevate the character of the Department.

These remarks are thought to be proper from an intimation that has lately been made, that you contemplate a permanent residence in this city. I disclaim any right to influence your views or pursuits, or to interfere in any manner with your interests; but, from the relation in which you stand to the Department, it is proper that I should say your personal superintendence of your contracts is desired by the Department. And I will also remark that, had I supposed you did not intend to give personal attention to the stage route from Louisville to Vincennes, which has lately been assigned to you by the contractor, I should have withheld my sanction to the transfer.\*

I trust that you will view this communication in the light intended, and that you will believe no other motive has induced it than a sincere disposition so to conduct the complicated and extensive operations of this Department as to preserve its character for energy and public usefulness.

I am, very respectfully, your obedient servant,

JOHN McLEAN.

DUFF GREEN, Esq., *Washington City.*

SIR:

WASHINGTON CITY, *April 15, 1826.*

Yours of the 13th instant is received; in answer to which I have only to say that, protesting against all right which you seem to claim of selecting my place of residence, and denying that the power of the Postmaster General extends beyond the faithful performance of my contract, I feel myself bound in duty to you, as well on account of the personal civilities received from you, as out of respect for your faithful discharge of your public duties, to say that, when I made my contract with Foyles, it was made under a hope that another arrangement could be made with Mills and Wetzel; that, however, failed, and I have written to my agent in Louisville, Kentucky, to pay Mr. Foyles, and make a contract with Mr. Vanderburgh, the son of the late Judge Vanderburgh, of Vincennes, by which he will be equally interested with myself in the contract, and will superintend the transportation of the mail. If this is not done, I will pay Mr. Foyles the forfeiture on the contract, and the drafts which you accepted will not be disposed of.† I hoped to have heard from my agent before this time. I am anxious on account of the money remitted, and have written to him again. An answer to the second letter may be expected before I leave here, and the result will be communicated to you.

As to my contract in Missouri, it is not necessary for me to say to you that I have twice visited this city under the expectation that the mail would be sent twice, if not three times a week, to Franklin; that all the Senators and the Representatives from Illinois and Missouri have recommended a semi-weekly mail, which you have heretofore refused, on account of want of funds in the Department; and that the profits from this contract are small on that account. You have, however, said that if the receipts of the Department would justify the increased expenditure, you would send a semi-weekly mail on this route during the present summer. Yet, notwithstanding this, and the increased value which such an arrangement would give that route, (consequently subject me to a loss by disposing of it now,) yet I immediately wrote to my brother, so soon as I determined to remove to this city, requesting him to dispose of my interest in that route. I expect that it is done before now; if it is not, it is my intention to do so as soon as I return to Missouri, which will be during the present summer.

I was induced to do this, because, having determined to become the editor of a newspaper, the object of which was to expose the abuse of the patronage of the Government, I was unwilling to subject myself to the charge of sharing that patronage.

You have thought proper to say that you would not have accepted my drafts;‡ if you had anticipated my removal to this place. I regret to see an admission coming from you, which goes so far to strengthen the prevailing opinion,

\* The Postmaster General does not consider himself authorized to reject a bid for a contract made by a responsible person on account of his residence; but as a mail contract cannot be transferred, so as to relieve the first contractor from responsibility, without the consent of the Postmaster General, he may withhold his sanction where he thinks proper; and, in the case of Mr. Green, this would have been done had it been known that he was about leaving the western country.—*Note made by P. M. G. February 7, 1827.*

† The drafts alluded to were orders to pay to Foyles a part of the quarterly payments as they became due. This creates no additional obligation on the Department, as the acceptance is to pay to A. B. at the close of the quarter, on condition that the contract shall have been strictly performed. Such orders are often given in payment for stage property, as in the present case.—*Note by Postmaster General, February, 1827.*

‡ Should not have accepted of the writer as the assignee of Foyles's contract from Louisville to Vincennes—not one word said in my letter about drafts.—*Note by Postmaster General on receiving this letter.*

that every man who refuses to give in his adhesion to the present dynasty shall be proscribed. In accepting my drafts, you have done no more for me than you have done for others; and, although it is my fixed purpose to use all lawful and honorable means to prevent the re-election of Mr. Adams, it is not therefore proper that I should be denied the rights of a citizen.

If I have not conversed with you on the subject of my removal to this place, and explained my views more at large before, it is to be attributed to my opinion of my own rights, and not to a want of respect to you. Permit me to express my confidence in the integrity of your motives, and to say that, although I have always considered that it [was] wrong to have [word illegible] a contract on my route which has operated much to my prejudice,\* yet I believe that you have ever regarded your public duty rather than your private wishes. Permit me to say that

I am yours, &c.

DUFF GREEN.

The Hon. JOHN McLEAN.

No. 355.

This contract, made the 22d day of September, in the year 1823, between James Foyles, of Vincennes, Indiana, contractor for carrying mails of the United States, of one part, and the Postmaster General of the United States of America, for and in behalf of the said States, of the other part, witnesseth: That the said parties have mutually covenanted as follows; that is to say, the said contractor covenants with the said Postmaster General—

1. To carry the mail of the United States, or cause it to be carried, from Louisville, by Albany, Greenville, Fredericktown or Fredericksburg, Paoli, Greenwich, and Washington, to Vincennes, and thence the same route to Louisville, in four horse stages, once a week, † at the rate of \$425 for every quarter of a year, during the continuance of this contract, to be paid in drafts on postmasters on the route above mentioned, or money, at the option of the Postmaster General, in the months of May, August, November, and February.

2. That the mail shall be duly delivered at each post office now established on any post route embraced in this contract, or that shall be established during the continuance of this contract, under a penalty of ten dollars for each offence; and a like penalty shall be incurred for each quarter of an hour that shall elapse between the delivery of the mail and the period fixed for its delivery at any post office specified in the schedule hereto annexed; and it is also agreed that the Postmaster General may alter the times of arrival and departure fixed by said schedule, and alter the route, (he making an adequate compensation for any extra expense which may be occasioned thereby; and provided that such alteration shall not require the mail to be conveyed at a greater rate than six miles in an hour;) and the Postmaster General reserves the right of annulling this contract in case the contractor does not promptly adopt the alteration required.

3. If the delay of arrival of the said mail continue until the hour of departure of any depending mail, whereby the mails destined for such depending mail lose a trip, it shall be considered as a whole trip lost, and a forfeiture of forty dollars shall be incurred on any post route embraced in this contract.

4. That the said contractor shall be answerable for the persons to whom he shall commit the care and transportation of the mail, and accountable for any damages which may be sustained through their unfaithfulness or want of care.

5. That seven minutes after the delivery of the mail at any post office on the aforesaid route not named in the annexed schedule shall be allowed the postmaster for opening the same, and making up another mail to be forwarded.

6. That if the mail aforesaid shall be conveyed past any post office without stopping the time allowed the postmaster for opening and making up a mail, unless sooner discharged by the postmaster, a forfeiture of ten dollars shall be incurred for every such failure.

7. That if the contractor, post rider, or driver, to whom the transportation of the said mail is committed, do proceed without it, or do not make a proper exchange of the mails, where such exchange is statedly to be made; or, instead thereof, shall carry back the same mail which he or they brought to such place of exchange, it shall be considered as a whole trip lost, and a penalty equal to the forfeiture stipulated in the third article of this contract shall be incurred.

8. That, upon reasonable complaint made by the Department of the General Post Office against any carrier of the said mail for negligence or misbehavior, such carrier shall be forthwith discharged.

9. That when the said mail goes by a stage wagon, it shall invariably be carried within the body of a comfortable stage, (or in a secure and dry boot under the driver's feet,) suitable for the accommodation of at least seven travellers, under a penalty of fifty dollars for each offence; and when it is carried on horseback, or vehicle other than a stage, it shall be covered securely with an oilcloth or bearskin, against rain or snow, under a penalty of twenty dollars for each time the mail is wet without such covering; and for a second offence, in permitting the mail to be injured by carrying it contrary to the stipulations before recited, the Postmaster General shall have a right to annul this contract; and when it stops at night, it shall be put in a secure place, and there be locked up, at the contractor's risk, unless it is deposited in a post office.

10. And if any delay shall occur, equal to a trip lost, the Postmaster General, when satisfied that such delay has arisen from negligence or misconduct, shall have full right to annul this contract.

11. The forfeitures and penalties before mentioned are to be deducted out of the pay of the contractor, if there shall be so much due; but if there be not so much due, the contractor and sureties hereby promise to pay their amount to the said Postmaster General, on demand, for value received: *Provided*, That the whole forfeiture and penalties to be incurred in the course of any one trip shall not exceed the sum specified in the third article.

12. If the contractor shall make it appear to the Postmaster General that the delay, failure, or other breach of contract, arose from insurmountable casualty or a public enemy, then no more than half the amount of the said forfeitures and penalties shall be deducted or paid; but it is expressly agreed and understood that, where there is no performance, there shall be no pay or compensation.

13. And the said Postmaster General covenants with the said contractor to provide portmanteaus and bags necessary for containing the letters and newspapers which constitute the aforesaid mail, and pay the said contractor as aforesaid, for the carriage thereof as aforesaid, at the rate aforementioned, quarterly, in the months of May, August, November, and February.

14. It is mutually understood by the contracting parties that if the route, or any part of the route, herein mentioned, shall, previous to the expiration of the contract, be discontinued by act of Congress, or a line of stages shall be established on the whole or any part of it, (the mail not being carried by stage under this contract,) that then this contract, or such part of it as is discontinued, or on which stages shall be established, shall cease to be binding on the Postmaster General, he giving one month's notice of such event, and making an allowance of one month's extra pay.

*Provided, always*, That this contract shall be null and void in case the said contractor shall become a member of Congress, and also in case any member of Congress is, or shall become, directly or indirectly, himself, or by any other person whatsoever in trust for him, or for his use or benefit, or on his account, interested herein, in the whole

\* Referring to a second weekly trip in a two horse stage, between St. Louis and St. Charles, on Mr. Green's route, which was given to another person who proposed to do the service lower than Mr. Green.—*Note by Postmaster General, February, 1827.*

† This route is assigned to Duff Green from 1st April, 1826. The mail is to be carried twice a week, from April 1, 1826, at thirty-two dollars a mile per annum, in lieu of the stipulated pay. (See letter of March 16, 1826.)

One hundred and sixty dollars per annum allowed for increased speed above Mills's route, of one team from Louisville, and expense of said team, lying by idle all the week. (See D. Green's letter of 9th December, 1826.)

General Green begun second mail on horseback May 2, and started the stage August 15, 1826.—(See letter of Sullivan, postmaster of Vincennes, of August 21, 1826.)

See Postmaster General's decision on D. Green's letter of September 11, 1826: Fifteen dollars per mile for two horses, for the second mail from May 2, 1826, the mail being too heavy for one horse to carry one hundred and twenty miles.

or in part; and this contract shall, in all its parts, be subject to the terms and requisitions of an act of Congress passed on the 21st day of April, in the year of our Lord 1803, entitled "An act concerning public contracts."

And it is mutually covenanted and agreed by the said parties that this contract shall commence on the 1st day of January next, and continue in force until the 31st day of December, inclusively, which will be in the year 1827. In witness whereof, they have hereto interchangeably set their hands and seals, the day and year first above written.

JAMES FOYLES, [SEAL.]

Signed, sealed, and delivered in the presence of ————.

This schedule subject to alteration by the Postmaster General, agreeably to the provision contained in the second section of the contract.

Leave Louisville every \* Sunday at 5 A. M.—Saturday noon; arrive at Paoli on Monday; arrive at Vincennes on Tuesday, by 10 A. M.

Leave Vincennes every Tuesday at 1 P. M.; arrive at Louisville the next Thursday, 7 P. M.—Friday by noon.

*Twice a week, begin May 10, 1826.*

Leave Louisville every Sunday and Wednesday at 3 A. M.; arrive at Vincennes Monday and Thursday by 8 P. M.

Leave same every Tuesday and Friday at 3 A. M.; arrive at Louisville on Wednesday and Saturday by 8 P. M.

APRIL 1, 1826.

I do hereby assign and transfer to Duff Green, of the city of St. Louis, this contract with the Postmaster General, and he will be considered by the said Postmaster General as contractor from this date.

JAMES FOYLES.

Witness, JAMES SEMPLE.

Know all men by these presents, that we, James Foyles, as principal, and Henry Ruble and George R. C. Sullivan, as sureties, are held and firmly bound unto the Postmaster General of the United States of America in the just and full sum of seventeen hundred dollars, value received, to be paid unto the Postmaster General, or his successors in office, or to his or their assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals; dated the — day of —, in the year of our Lord one thousand eight hundred and twenty-three.

The condition of this obligation is such, that, whereas the above bounden James Foyles, by a certain contract, bearing date the 22d day of September, in the year of our Lord one thousand eight hundred and twenty-three, covenanted with the said Postmaster General to carry the mail of the United States, or cause it to be carried, from Louisville to Vincennes, as per contract annexed, during the term of four years, commencing on the first day of January, one thousand eight hundred and twenty-four, and ending the thirty-first day of December which will be in the year one thousand eight hundred and twenty-seven:

Now, if the said James Foyles shall well and truly perform the covenants in the said indenture expressed on his part to be performed, and repay all advances that may be made, then this bond is to be void; otherwise, to remain in full force.

JAMES FOYLES,  
H. RUBLE,  
G. R. C. SULLIVAN.

Signed, sealed, and delivered in presence of  
SAMUEL HILL.

DEAR SIR:

LEXINGTON, KENTUCKY, *September 11, 1826.*

I hope to be in Washington in a few days. I have made a contract with Mr. James Vanderburgh, by which he takes my stock and contract on the route from Louisville to Vincennes, and is to pay me for it from his compensation received of the Department. You will, therefore, consider him as the contractor from henceforth; but as he is largely in my debt, I have reserved a control of the payments for the purpose of securing myself. You will please to remit him the balance due on the present quarter, being about \$300, and consider his receipts as good upon that contract.

Mr. Vanderburgh has been for some years engaged in carrying the mail on that route; he is the son of the late Judge Vanderburgh, of Vincennes, is a young man of much merit, great industry, and wishes to recommend himself to the favor of the Department by a faithful performance of his contract.

Yours,

D. GREEN.

P. S. Mr. Vanderburgh needs the money to meet some engagements already made. I hope it will be forwarded immediately.

D. G.

No. 389.

This contract, made the 10th day of December, in the year 1823, between Duff Green, of Chariton, Missouri, contractor for carrying mails of the United States, of one part, and the Postmaster General of the United States of America, for and in behalf of the said States, of the other part, witnesseth: That the said parties have mutually covenanted as follows; that is to say, the said contractor covenants with the said Postmaster General—

1. To carry the mail of the United States, or cause it to be carried, from St. Louis to St. Charles, and thence the same route to St. Louis, once a week, twenty-two miles, in stages of a small kind to carry two passengers; but it is expressly understood that, in case of bad weather, bad roads, and in the months of January, February, March, and April, or in case of accident, the said Green is permitted to carry the mail on horseback, or in a less wagon,† at the rate of \$82 50 for every quarter of a year during the continuance of this contract, to be paid in drafts on postmasters on the route above mentioned, or money, at the option of the Postmaster General, in the months of May, August, November, and February.

2. That the mail shall be duly delivered at each post office now established on any post route embraced in this contract, or that shall be established during the continuance of this contract, under a penalty of ten dollars for each offence; and a like penalty shall be incurred for each quarter of an hour that shall elapse between the delivery of the mail and the period fixed for its delivery at any post office specified in the schedule hereto annexed; and it is also agreed that the Postmaster General may alter the times of arrival and departure fixed by said schedule, and alter the route, (he making an adequate compensation for any extra expense which may be occasioned thereby; and provided that such alteration shall not require the mail to be conveyed at a greater rate than six miles in an hour;) and the Postmaster General reserves the right of annulling this contract in case the contractor does not promptly adopt the alteration required.

3. If the delay of arrival of the said mail continue until the hour of departure of any depending mail, whereby the mails destined for such depending mail lose a trip, it shall be considered as a whole trip lost, and a forfeiture of twenty dollars shall be incurred on any post route embraced in this contract.

4. That the said contractor shall be answerable for the persons to whom he shall commit the care and transportation of the mail, and accountable for any damages which may be sustained through their unfaithfulness or want of care.

\* See letter of December, 1825. † See schedule in No. 392, page 152.

5. That seven minutes, after the delivery of the mail at any post office on the aforesaid route not named in the annexed schedule, shall be allowed the postmaster for opening the same, and making up another mail to be forwarded.

6. That, if the mail aforesaid shall be conveyed past any post office without stopping the time allowed the postmaster for opening and making up a mail, unless sooner discharged by the postmaster, a forfeiture of ten dollars shall be incurred for every such failure.

7. That, if the contractor, post rider, or driver, to whom the transportation of the said mail is committed, do proceed without it, or do not make a proper exchange of the mails, where such exchange is statedly to be made; or, instead thereof, shall carry back the same mail which he or they brought to such place of exchange, it shall be considered as a whole trip lost, and a penalty equal to the forfeiture stipulated in the third article of this contract shall be incurred.

8. That, upon reasonable complaint made by the Department of the General Post Office against any carrier of the said mail for negligence or misbehavior, such carrier shall be forthwith discharged.

9. That, when the said mail goes by a stage wagon, it shall invariably be carried within the body of a comfortable stage, (or in a secure and dry boot under the driver's feet,) suitable for the accommodation of at least seven travellers, under a penalty of fifty dollars for each offence; and, when it is carried on horseback, or vehicle other than a stage, it shall be covered securely with an oilcloth or bearskin, against rain or snow, under a penalty of twenty dollars for each time the mail is wet without such covering; and for a second offence, in permitting the mail to be injured by carrying it contrary to the stipulations before recited, the Postmaster General shall have a right to annul this contract; and when it stops at night, it shall be put in a secure place, and there be locked up at the contractor's risk, unless it is deposited in a post office.

10. And if any delay shall occur equal to a trip lost, the Postmaster General, when satisfied that such delay has arisen from negligence or misconduct, shall have full right to annul this contract.

11. The forfeitures and penalties before mentioned are to be deducted out of the pay of the contractor, if there shall be so much due; but if there be not so much due, the contractor and sureties hereby promise to pay their amount to the said Postmaster General, on demand, for value received: *Provided*, That the whole forfeiture and penalties to be incurred in the course of any one trip shall not exceed the sum specified in the third article.

12. If the contractor shall make it appear to the Postmaster General that the delay, failure, or other breach of contract arose from insurmountable casualty, or a public enemy, then no more than half the amount of the said forfeitures and penalties shall be deducted or paid; but it is expressly agreed and understood that, where there is no performance, there shall be no pay or compensation.

13. And the said Postmaster General covenants with the said contractor to provide portmanteaus and bags necessary for containing the letters and newspapers which constitute the aforesaid mail, and pay the said contractor as aforesaid, for the carriage thereof as aforesaid, at the rate aforementioned, quarterly, in the months of May, August, November, and February.

14. It is mutually understood by the contracting parties that if the route, or any part of the route herein mentioned, shall, previous to the expiration of the contract, be discontinued by act of Congress, or a line of stages shall be established on the whole or any part of it, (the mail not being carried by stage under this contract,) that then this contract, or such part of it as is discontinued, or on which stages shall be established, shall cease to be binding on the Postmaster General, he giving one month's notice of such event, and making an allowance of one month's extra pay.

*Provided, always*, That this contract shall be null and void in case the said contractor shall become a member of Congress, and also in case any member of Congress is, or shall become, directly or indirectly, himself, or by any other person whatsoever in trust for him, or for his use or benefit, or on his account, interested herein, in the whole or in part; and this contract shall, in all its parts, be subject to the terms and requisitions of an act of Congress passed on the 21st day of April, in the year of our Lord one thousand eight hundred and eight, entitled "An act concerning public contracts."

And it is mutually covenanted and agreed by the said parties that this contract shall commence on the 1st day of January next, and continue in force until the 31st day of December, inclusively, which will be in the year 1827.

In witness whereof, they have hereto interchangeably set their hands and seals, the day and year first above written.

DUFF GREEN.

Signed, sealed, and delivered in the presence of  
JOHN ATCHISON.

This schedule subject to alteration by the Postmaster General, agreeably to the provision contained in the second section of the contract.

Leave St. Charles every Monday at 1 P. M.; arrive at St. Louis by 6 P. M.; leave St. Louis on Sunday at 2 P. M.

Arrive at St. Charles in five hours, by 7 P. M.; leave St. Charles every Tuesday at 8 P. M.; arrive at St. Louis by 2 P. M.; leave St. Louis every Monday at 8 A. M.; arrive at St. Louis by 2 P. M.

This schedule is respectfully submitted; and if a change is made in the day of the arrival of the mail, a corresponding change in the hour of departure is solicited.

D. GREEN.

Know all men by these presents, that we, Duff Green, as principal, and William H. Ashley and John Jones, as sureties, are held and firmly bound unto the Postmaster General of the United States of America in the just and full sum of \$330, value received, to be paid unto the Postmaster General, or his successors in office, or to his or their assigns, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals. Dated the 4th day of February, in the year of our Lord 1824.

The condition of this obligation is such, that whereas the above bounden Green, by a certain contract, bearing date the 10th day of December, in the year of our Lord 1823, has covenanted with the said Postmaster General to carry the mail of the United States, or to cause it to be carried, from St. Louis to St. Charles, as per contract annexed, during the term of four years, commencing the 1st day of January, 1824, and ending the 31st day of December which will be in the year 1827:

Now, if the said Green shall well and truly perform the covenants in the said indenture expressed, on his part to be performed, and repay all advances that may be made, then this bond is to be void; otherwise, to remain in full force.

DUFF GREEN,  
WILLIAM H. ASHLEY,  
JOHN JONES.

Signed, sealed, and delivered in the presence of  
STEPHEN P. LEE.

No. 392.

This contract, made the 10th day of December, in the year 1823, between Duff Green, of Chariton, Missouri, contractor for carrying mails of the United States, of one part, and the Postmaster General of the United States of America, for and in behalf of the said States, of the other part, witnesseth: That the said parties have mutually covenanted as follows; that is to say, the said contractor covenants with the said Postmaster General—

1. To carry the mail of the United States, or cause it to be carried, from St. Charles, by Jennings's, Benin's, Vanbibber's, Elizabeth, Callaway county, Graham's, and Thrall's, to Franklin, and thence, the same route, to St. Charles, once a week, 154 miles, in small stages to carry two passengers. It is, however, understood that, during

the months of January, February, March, and April, and in case of high water, or extreme bad road, or accident, the said Green is permitted to carry the mail on horseback,\* at the rate of \$577 50 for every quarter of a year, during the continuance of this contract, to be paid in drafts on postmasters on the route above mentioned, or money, at the option of the Postmaster General, in the months of May, August, November, and February.

2. That the mail shall be duly delivered at each post office now established on any post route embraced in this contract, or that shall be established during the continuance of this contract, under a penalty of \$10 for each offence; and a like penalty shall be incurred for each quarter of an hour that shall elapse between the delivery of the mail and the period fixed for its delivery at any post office specified in the schedule hereto annexed; and it is also agreed that the Postmaster General may alter the times of arrival and departure fixed by said schedule, and alter the route, (he making an adequate compensation for any extra expense which may be occasioned thereby; and provided that such alteration shall not require the mail to be conveyed at a greater rate than six miles in an hour;) and the Postmaster General reserves the right of annulling this contract in case the contractor does not promptly adopt the alteration required.

3. If the delay of arrival of the said mail continue until the hour of departure of any depending mail, whereby the mails destined for such depending mail lose a trip, it shall be considered as a whole trip lost, and a forfeiture of \$80 shall be incurred on any post route embraced in this contract.

4. That the said contractor shall be answerable for the persons to whom he shall commit the care and transportation of the mail, and accountable for any damages which may be sustained through their unfaithfulness or want of care.

5. That seven minutes after the delivery of the mail at any post office on the aforesaid route not named in the annexed schedule shall be allowed the postmaster for opening the same, and making up another mail to be forwarded.

6. That, if the mail aforesaid shall be conveyed past any post office without stopping the time allowed the postmaster for opening and making up a mail, unless sooner discharged by the postmaster, a forfeiture of \$10 shall be incurred for every such failure.

7. That if the contractor, post rider, or driver, to whom the transportation of the said mail is committed, do proceed without it, or do not make a proper exchange of the mails where such exchange is statedly to be made; or, instead thereof, shall carry back the same mail which he or they brought to such place of exchange, it shall be considered as a whole trip lost, and a penalty equal to the forfeiture stipulated in the third article of this contract shall be incurred.

8. That, upon reasonable complaint made by the Department of the General Post Office against any carrier of the said mail for negligence or misbehavior, such carrier shall be forthwith discharged.

9. That, when the said mail goes by a stage wagon, it shall invariably be carried within the body of a comfortable stage, (or in a secure and dry boot under the driver's feet,) suitable for the accommodation of at least seven travellers, under a penalty of \$50 for each offence; and when it is carried on horseback, or vehicle other than a stage, it shall be covered securely with an oilcloth or bearskin, against rain or snow, under a penalty of \$20 for each time the mail is wet without such covering; and for a second offence, in permitting the mail to be injured by carrying it contrary to the stipulations before recited, the Postmaster General shall have a right to annul this contract; and, when it stops at night, it shall be put in a secure place, and there be locked up at the contractor's risk, unless it is deposited in a post office.

10. And if any delay shall occur equal to a trip lost, the Postmaster General, when satisfied that such delay has arisen from negligence or misconduct, shall have full right to annul this contract.

11. The forfeitures and penalties before-mentioned are to be deducted out of the pay of the contractor, if there shall be so much due; but, if there be not so much due, the contractor and sureties hereby promise to pay their amount to the said Postmaster General, on demand, for value received: *Provided*, That the whole forfeiture and penalties to be incurred in the course of any one trip shall not exceed the sum specified in the third article.

12. If the contractor shall make it appear to the Postmaster General that the delay, failure, or other breach of contract, arose from insurmountable casualty, or a public enemy, then no more than half the amount of the said forfeitures and penalties shall be deducted or paid; but it is expressly agreed and understood that, where there is no performance, there shall be no pay or compensation.

13. And the said Postmaster General covenants with the said contractor to provide portmanteaus and bags necessary for containing the letters and newspapers which constitute the aforesaid mail, and pay the said contractor as aforesaid, for the carriage thereof as aforesaid, at the rate aforementioned, quarterly, in the months of May, August, November, and February.

14. It is mutually understood by the contracting parties that, if the route, or any part of the route herein mentioned, shall, previous to the expiration of the contract, be discontinued by act of Congress, or a line of stages shall be established on the whole or any part of it, (the mail not being carried by stage under this contract,) that then this contract, or such part of it as is discontinued, or on which stages shall be established, shall cease to be binding on the Postmaster General, he giving one month's notice of such event, and making an allowance of one month's extra pay.

*Provided, always*, That this contract shall be null and void in case the said contractor shall become a member of Congress, and also in case any member of Congress is, or shall become, directly or indirectly, himself, or by any other person whatsoever in trust for him, or for his use or benefit, or on his account, interested herein, in the whole or in part; and this contract shall, in all its parts, be subject to the terms and requisitions of an act of Congress passed on the 21st day of April, in the year of our Lord 1808, entitled "An act concerning public contracts."

And it is mutually covenanted and agreed by the said parties that this contract shall commence on the 1st day of January next, and continue in force until the 31st day of December, inclusively, which will be in the year 1827.

In witness whereof, they have hereto interchangeably set their hands and seals, the day and year first above written.

DUFF GREEN.

Signed, sealed, and delivered in the presence of  
STEPHEN L. LEE.

This schedule subject to alteration by the Postmaster General, agreeably to the provision contained in the second section of the contract.

Leave St. Charles every Friday at 2 P. M.; arrive at Franklin on Monday by 7 P. M.; leave Franklin every Tuesday at 5 A. M.; arrive at St. Charles on Friday by 10 A. M.

Leave St. Charles every Tuesday at 3 A. M.; arrive at Franklin on Thursday by 8 P. M.; leave Franklin every Friday at 3 A. M.; arrive at St. Charles on Sunday by 8 P. M.

This schedule is respectfully submitted as an alteration; and, if a change in the day is made, a corresponding change in the hour is solicited.

D. GREEN.

*From May, 1826.*—Leave St. Louis every Friday at 6 A. M.; arrive at St. Charles by 10 A. M.; arrive at Franklin the next Monday by 10 A. M.; leave same every Monday at 2 P. M.; arrive at St. Charles on Thursday by 2 P. M.; arrive at St. Louis same day by 6 P. M.—(See letter of —, 1826, schedules 389 and 392.)

Know all men by these presents, that we, Duff Green, as principal, and William H. Ashley and John Jones, as sureties, are held and firmly bound unto the Postmaster General of the United States of America in the just and full sum of \$2,310, value received, to be paid unto the Postmaster General, or his successors in office, or to his or their assigns, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals; dated 4th day of February, in the year of our Lord 1824.

The condition of this obligation is such, that whereas the above bounden Green, by a certain contract, bearing date the 10th day of December, in the year of our Lord 1823, has covenanted with the said Postmaster General to

\* \$75 add, allowed for passing Florissant, 5 miles, from 1st October, 1825.

carry the mail of the United States, or to cause it to be carried, from St. Charles to Franklin, as per contract annexed, during the term of four years, commencing the 1st day of January, 1824, and ending the 31st day of December which will be in the year 1827:

Now, if the said Green shall well and truly perform the covenants in the said indenture expressed on his part to be performed, and repay all advances that may be made, then this bond is to be void; otherwise, to remain in full force.

Signed, sealed, and delivered, in presence of  
STEPHEN L. LEE.

DUFF GREEN,  
WM. H. ASHLEY,  
JOHN JONES.

No. 395.

This contract, made the tenth day of December, in the year 1823, between Duff Green, of Chariton, Missouri, contractor for carrying mails of the United States, of one part, and the Postmaster General of the United States of America, for and in behalf of the said States, of the other part, witnesseth: That the said parties have mutually covenanted as follows; that is to say, the said contractor covenants with the said Postmaster General—

1. To carry the mail of the United States, or cause it to be carried, from Franklin, by Spanish Needle, Prairie, Richmond, Chariton, Bluffton, Clay court-house, 119 miles; thence, by Fort Osage, Mount Vernon, and Salem court-house, to Franklin, once a week,\* at the rate of 225 [dollars] for every quarter of a year, during the continuance of this contract, to be paid in drafts on postmasters on the route above mentioned, or money, at the option of the Postmaster General, in the months of May, August, November, and February.

2. That the mail shall be duly delivered at each post office now established on any post route embraced in this contract, or that shall be established during the continuance of this contract, under a penalty of ten dollars for each offence; and a like penalty shall be incurred for each quarter of an hour that shall elapse between the delivery of the mail and the period fixed for its delivery at any post office specified in the schedule hereto annexed; and it is also agreed that the Postmaster General may alter the times of arrival and departure fixed by said schedule, and alter the route, (he making an adequate compensation for any extra expense which may be occasioned thereby; and provided that such alteration shall not require the mail to be conveyed at a greater rate than six miles in an hour;) and the Postmaster General reserves the right of annulling this contract in case the contractor does not promptly adopt the alteration required.

3. If the delay of arrival of the said mail continue until the hour of departure of any depending mail, whereby the mails destined for such depending mail lose a trip, it shall be considered as a whole trip lost, and a forfeiture of thirty dollars shall be incurred on any post route embraced in this contract.

4. That the said contractor shall be answerable for the persons to whom he shall commit the care and transportation of the mail, and accountable for any damages which may be sustained through their unfaithfulness or want of care.

5. That seven minutes after the delivery of the mail at any post office on the aforesaid route not named in the annexed schedule shall be allowed the postmaster for opening the same, and making up another mail to be forwarded.

6. That, if the mail aforesaid shall be conveyed past any post office without stopping the time allowed the postmaster for opening and making up a mail, unless sooner discharged by the postmaster, a forfeiture of ten dollars shall be incurred for every such failure.

7. That if the contractor, post rider, or driver, to whom the transportation of the said mail is committed, do proceed without it, or do not make a proper exchange of the mails, where such exchange is statedly to be made; or, instead thereof, shall carry back the same mail which he or they brought to such place of exchange, it shall be considered as a whole trip lost, and a penalty equal to the forfeiture stipulated in the third article of this contract shall be incurred.

8. That, upon reasonable complaint made by the Department of the General Post Office against any carrier of the said mail for negligence or misbehavior, such carrier shall be forthwith discharged.

9. That, when the said mail goes by a stage wagon, it shall invariably be carried within the body of a comfortable stage, (or in a secure and dry boot under the driver's feet,) suitable for the accommodation of at least seven travellers, under a penalty of fifty dollars for each offence; and when it is carried on horseback, or vehicle other than a stage, it shall be covered securely with an oilcloth or bearskin, against rain or snow, under a penalty of twenty dollars for each time the mail is wet without such covering; and, for a second offence in permitting the mail to be injured by carrying it contrary to the stipulations before recited, the Postmaster General shall have a right to annul this contract; and when it stops at night, it shall be put in a secure place, and there be locked up, at the contractor's risk, unless it is deposited in a post office.

10. And if any delay shall occur equal to a trip lost, the Postmaster General, when satisfied that such delay has arisen from negligence or misconduct, shall have full right to annul this contract.

11. The forfeitures and penalties before mentioned are to be deducted out of the pay of the contractor, if there shall be so much due; but, if there be not so much due, the contractor and sureties hereby promise to pay their amount to the said Postmaster General, on demand, for value received: *Provided*, That the whole forfeiture and penalties to be incurred in the course of any one trip shall not exceed the sum specified in the third article.

12. If the contractor shall make it appear to the Postmaster General that the delay, failure, or other breach of contract, arose from insurmountable casualty or a public enemy, then no more than half the amount of the said forfeitures and penalties shall be deducted or paid; but it is expressly agreed and understood that, where there is no performance, there shall be no pay or compensation.

13. And the said Postmaster General covenants with the said contractor to provide portmanteaus and bags necessary for containing the letters and newspapers which constitute the aforesaid mail, and pay the said contractor, as aforesaid, for the carriage thereof, as aforesaid, at the rate before mentioned, quarterly, in the months of May, August, November, and February.

14. It is mutually understood by the contracting parties that, if the route, or any part of the route, herein mentioned, shall, previous to the expiration of the contract, be discontinued by act of Congress, or a line of stages shall be established on the whole or any part of it, (the mail not being carried by stage under this contract,) that then this contract, or such part of it as is discontinued, or on which stages shall be established, shall cease to be binding on the Postmaster General, he giving one month's notice of such event, and making an allowance of one month's extra pay.

*Provided, always*, That this contract shall be null and void in case the said contractor shall become a member of Congress, and also in case any member of Congress is, or shall become, directly or indirectly, himself, or by any other person whatsoever in trust for him, or for his use or benefit, or on his account, interested herein, in the whole or in part; and this contract shall, in all its parts, be subject to the terms and requisitions of an act of Congress passed on the twenty-first day of April, in the year of our Lord one thousand eight hundred and eight, entitled "An act concerning public contracts."

And it is mutually covenanted and agreed by the said parties that this contract shall commence on the first day of January next, and continue in force until the thirty-first day of December, inclusively, which will be in the year one thousand eight hundred and twenty-seven.

In witness whereof, they have hereto interchangeably set their hands and seals, the day and year first above written.

DUFF GREEN.

Signed, sealed, and delivered, in the presence of  
CHARLES S. HEMPSTEAD, *as to Duff Green*.

\* Three hundred and ten dollars per annum allowed for a led horse from 1st April, 1825. Thirty dollars per annum allowed for passing Fayette, five miles, from 1st April, 1824.



This schedule subject to alteration by the Postmaster General, agreeably to the provision contained in the second section of the contract.

Leave Franklin every Tuesday at 6 A. M., arrive at Clay court-house on Friday by 10 A. M.; leave Clay court-house every Friday at 2 P. M., arrive at Franklin on Monday by 2 P. M.

Leave Franklin every Friday at 5 A. M., arrive at Clay court-house on Monday by 10 A. M.; leave same on Monday at 1 P. M., arrive at Franklin on Thursday by 6 P. M.

The arrival of the mail at Franklin, from St. Charles, is on Thursday at 6 P. M., and the above alteration of the schedule is respectfully suggested to expedite the mail. It is the time heretofore adopted, and will be continued until further instructions.

D. GREEN.

*From May 1st, 1826.*—Leave Franklin every Monday at 2 P. M., arrive at Clay court-house on Thursday by 7 P. M.; leave same every Friday at 6 A. M., arrive at Franklin next Monday by 10 A. M.

Know all men by these presents, that we, Duff Green, as principal, and Horatio Cozens, as surety, are held and firmly bound unto the Postmaster General of the United States of America in the just and full sum of one thousand dollars, value received, to be paid unto the Postmaster General, or his successors in office, or to his or their assigns, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals; dated the 18th day of June, in the year of our Lord one thousand eight hundred and twenty-four.

The condition of this obligation is such, that whereas the above bounden Green, by a certain contract, bearing date the tenth day of December, in the year of our Lord one thousand eight hundred and twenty-three, has covenanted with the said Postmaster General to carry the mail of the United States, or to cause it to be carried, from Franklin to Clay court-house; thence, by Fort Osage, to Franklin, as per contract annexed, during the term of four years, commencing the first day of January, one thousand eight hundred and twenty-four, and ending the thirty-first day of December which will be in the year one thousand eight hundred and twenty-seven:

Now, if the said Green shall well and truly perform the covenants in the said indenture expressed on his part to be performed, and repay all advances that may be made, then this bond is to be void; otherwise, to remain in full force.

Signed, sealed, and delivered, in presence of  
CHARLES S. HEMPSTEAD, as to Green and Cozen's signatures.

DUFF GREEN,  
H. COZENS.

I arrived in the city about the 26th of February. On my arrival I showed you a contract with Foyles, and asked your approbation of the transfer, which you gave. I wrote to my agent to make the payment and obtain an assignment, which he did, and which is with the original contract now in your office.

I made a conditional contract with Mr. Meehan for a part of his office about the 1st of April, (that contract was afterwards cancelled, and I must refer to the file of the paper, which I will do, and bring you its date.) I announced myself as the editor in May, and as its proprietor on the 6th of June.

As yet, the expenses on its route from Vincennes to Louisville have exceeded the receipts, but I consider the contract at about a fair price, and believe that it will yield a small profit.

You will find a letter from me, dated in October last, making the assignment called for by the resolution.

I will call and see you this morning.

Yours, respectfully,

Hon. Judge McLEAN.

D. GREEN.

DEAR SIR:

WASHINGTON, December 9, 1826.

I have not heretofore replied to your letter proposing to allow thirty-two dollars per mile for transporting the mail twice a week from Louisville to Vincennes, because it was my wish first to examine the ground, and ascertain the distance; and also, if I could, dispose of the contract I had purchased.

There is a material difference between the computed distance heretofore allowed on contracts, and the real distance as ascertained upon measurement; and it will be at once seen that the increase proposed is not equal to the increased expense incurred in the accelerated movement of the mail.

The mail now leaves Louisville on Mondays and Thursdays, and arrives on Sundays and Thursdays; no other arrangement can be made: the consequence is, that one team and driver has to leave Louisville every Thursday morning and return that night; thus performing double duty that day, and lying by idle all the week.

You can form some idea of the expense thus incurred when I inform you that the hackmen, who are glad to be employed at four dollars per day, have refused to do this duty for eight, and have their ferrage paid.

The contract with Mills is no just criterion for the route from Louisville to Vincennes. He is paid for one hundred and sixty miles *computed* distance; the road is as level as the Pennsylvania avenue, with scarce a hill to climb—not more than three or four on the whole route that deserve to be called such—whilst it takes almost as long to travel the other route on horseback. He is allowed three days to perform his route, and Vanderburgh has but two. I assured Mr. Vanderburgh that you would allow him \$2,000 for each trip, or \$4,000 per annum for this service; and I hope that, upon reflection, you will see the propriety of doing so.

Yours, respectfully,

Hon. J. McLEAN.

D. GREEN.

DEAR SIR:

BOONE COUNTY, MISSOURI, July 12, 1826.

I have this day disposed of my contracts in this State, and am to-night to close the contract by written agreement. I will advise you more fully in a few days.

I have made a conditional sale of my route through Indiana, but, believing there was a disposition to impose on me by misrepresentations to you, which would produce a forfeiture, and compel me to sacrifice the money I have paid, I prefer to put it in full operation and then dispose of it. I accordingly came on for the purpose of getting an additional stage, and a driver is to start to-morrow, so that I shall be on my end of the route before Mills can obtain stages.

Yours, respectfully,

Hon. J. McLEAN, *Postmaster General, Washington City.*

D. GREEN.

SIR:

POST OFFICE DEPARTMENT, July 25, 1826.

The change in the schedule proposed in your letter of the 29th ultimo would occasion a loss of time, and is therefore inexpedient.

You have been apprized of my great anxiety to hear of the stages being in operation between Louisville and St. Louis. Already has the Department been severely censured for the delay for which, you are aware, it is not justly censurable, unless in omitting to impose a condition, in accepting the bid for stages, that the acceptance should be void unless the obligation by the contractors was fulfilled in a limited time.

I certainly expected that stages would have been on the route before this time.

On many accounts I am desirous that you should sell your contract on this route should you leave the West. It will be impossible for you to correct any irregularity that may occur at so great a distance.

Every failure would be loudly complained of, and, unless the most rigorous course was pursued, and a forfeiture exacted for the first failure that placed the contract at the disposal of the Department, the most serious accusations would be made.

It is evidently against good policy to place contracts in the hands of persons who reside many hundred miles from the routes. Of this you are as fully convinced as I am; and I have no doubt that you, by a sale, will relieve the Department and yourself from all embarrassments respecting it.

I am, very respectfully, your obedient servant,

JOHN McLEAN.

DUFF GREEN, Esq., *St. Louis, Missouri.*

Sir:

POST OFFICE DEPARTMENT, *July 19, 1826.*

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

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

You inform me that Foyles is still on the road. Has your negotiation with him failed? If it has, it would be important for me to know it.

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

As the contract was for a stage transportation, and the mail has been carried on horseback, a less rate of compensation will be paid than the sum stipulated.

I feel great solicitude for the arrangement of this business, that all complaints may cease, or rather that there may be no complaint well grounded.

A stage line cannot be managed to the advantage of the contractor, or to the public benefit, unless under the immediate superintendence of the contractor.

I sincerely hope that you will be able to find a contractor to supply your place on this line, who shall possess all the requisites of an efficient agent of the Department.

I am, very respectfully, your obedient servant,

JOHN McLEAN.

DUFF GREEN, Esq., *St. Louis, Missouri.*

There were sent to James Vanderburgh, of Vincennes, Indiana, by direction of Duff Green, in a letter of the 18th October, 1826:

|                              |   |   |   |   |   |              |
|------------------------------|---|---|---|---|---|--------------|
| A draft on Burr Bradley for  | - | - | - | - | - | \$10         |
| A draft on R. Brown for      | - | - | - | - | - | 10           |
| A draft on Thomas Cissel for | - | - | - | - | - | 5            |
| A check for                  | - | - | - | - | - | 275          |
|                              |   |   |   |   |   | <u>\$300</u> |

To Isom Sexton, of St. Louis, Missouri, in a letter of 11th December, 1826:

|  |   |   |   |   |   |                 |
|--|---|---|---|---|---|-----------------|
| A draft, payable 1st January, 1827, on John Pitman, for              | - | - | - | - | - | \$50 45         |
| A draft, payable 1st January, 1827, on James Journey, for            | - | - | - | - | - | 10 00           |
| A draft, payable 1st January, 1827, on J. L. Sharp, for              | - | - | - | - | - | 20 00           |
| A draft, payable 1st January, 1827, on E. Fruit, for                 | - | - | - | - | - | 10 00           |
| A draft, payable 1st January, 1827, on T. Harrison, for              | - | - | - | - | - | 15 00           |
| A draft, payable 1st January, 1827, on C. Hardin, for                | - | - | - | - | - | 70 00           |
| A draft, payable 1st January, 1827, on sureties of G. B. Wilcox, for | - | - | - | - | - | 34 55           |
| A draft, payable 1st January, 1827, on G. M. Samuels, for            | - | - | - | - | - | 40 00           |
| A draft, payable 1st January, 1827, on S. Daly, for                  | - | - | - | - | - | 25 00           |
| A draft, payable 1st January, 1827, on E. B. Cabell, for             | - | - | - | - | - | 50 00           |
| A draft, payable 1st January, 1827, on S. Aull, for                  | - | - | - | - | - | 20 00           |
| A draft, payable 1st January, 1827, on W. L. Smith, for              | - | - | - | - | - | 130 00          |
|  |   |   |   |   |   | <u>\$475 00</u> |

And to Isom Lewis, of St. Louis, Missouri, in a letter of 11th December, 1826:

|  |   |   |   |   |   |                |
|--|---|---|---|---|---|----------------|
| A draft, payable 1st January, 1827, on W. P. Hunt, for   | - | - | - | - | - | \$21 15        |
| A draft, payable 1st January, 1827, on J. L. Musick, for | - | - | - | - | - | 30 00          |
|  |   |   |   |   |   | <u>\$51 15</u> |

All other payments have been made to Duff Green in drafts on postmasters on the routes, checks on banks in his own favor, and on account of drafts drawn by him on the Department.

20th CONGRESS.]

No. 67.

[1st SESSION.]

CONDITION OF THE POST OFFICE DEPARTMENT.

COMMUNICATED TO CONGRESS, BY THE PRESIDENT OF THE UNITED STATES, DECEMBER 4, 1827.

Sir:

POST OFFICE DEPARTMENT, *November 13, 1827.*

|   |   |   |   |   |   |                     |
|---|---|---|---|---|---|---------------------|
| The receipts of this Department for the year ending the 1st July last amounted to | - | - | - | - | - | \$1,473,551 00      |
| During the same period, the expenditures were                                     | - | - | - | - | - | 1,373,239 00        |
|   |   |   |   |   |   | <u>\$100,312 00</u> |

Leaving one hundred thousand three hundred and twelve dollars surplus of receipts.