

MICHIGAN TERRITORY—Continued.

Oakland, - - - \$53 03	Royal Oak, - - - \$2 62	Troy, - - - \$0 12
Plainfield, - - - 60	Saint Clair, - - - 3 65	Woodruff, - - - 27 67
Pontiac, - - - 79 86	Sault de St. Marie, - - - 184 47	Ypsilanti, - - - 8 93
Port Lawrence, - - - 18 06	Shelby, - - - 13 94	
Prairie du Chien, - - - 48 61	Stony Creek, - - - 18 48	Total of Michigan Territory, \$2,284 41
Raisinville, - - - 3 54	Tecumseh, - - - 76 86	

ARKANSAS TERRITORY.

Arkansas, - - - \$53 68	Dwight, - - - \$16 59	Marion, - - - \$2 99
Batesville, - - - 80 05	Helena, - - - 65 82	Miller Court-house, - - - 88 93
Clark Court-house, - - - 26 50	Hempstead Court-house, - - - 77 86	Mouth of White River, - - - 9 74
Crawford Court-house, - - - 264 99	Hix's Ferry, - - - 8 11	Peconery, - - - 11 62
Crittenden Court-house, - - - 2 61	Izard Court-house, - - - 1 87	Saint Francis, - - - 1 20
Crystal Spring, - - - 18	Little Rock, - - - 254 19	Villemont, - - - 16 76
Dardanelles, - - - 15 05	Long Prairie, - - - 16 93	
Davidsonville, - - - 28 84	McLean's Settlement, - - - 1 98	Total of Arkansas Territory, \$1,046 49

FLORIDA TERRITORY.

Alachua, - - - \$12 93	Palatka, - - - \$1 37	Tallahassee, - - - \$634 87
Dell's, - - - 9 93	Pensacola, - - - 1,123 44	Wanton, - - - 65 01
Fernandina, - - - 7 34	Quincy, - - - 59 77	Webbville, - - - 88 45
Holmes's Valley, - - - 35 91	Robinson, - - - 2 48	
Jacksonville, - - - 73 41	Saint Augustine, - - - 583 76	Total of Florida Territory, \$2,698 67

DISTRICT OF COLUMBIA.

Alexandria, - - - \$4,741 76	Georgetown, - - - \$3,068 21	Washington City, - - - \$2,776 58
		Total of Dist. of Columbia, \$10,586 55

RECAPITULATION.

New York, - - - \$229,794 72	Maryland, - - - \$59,335 38	Louisiana, - - - \$28,763 92
Maine, - - - 26,143 01	Virginia, - - - 71,536 76	Indiana, - - - 5,670 36
New Hampshire, - - - 13,250 51	North Carolina, - - - 27,571 81	Illinois, - - - 2,856 55
Vermont, - - - 13,554 93	South Carolina, - - - 46,402 00	Missouri, - - - 6,932 94
Massachusetts, - - - 98,930 44	Georgia, - - - 42,524 24	Michigan Territory, - - - 2,284 41
Rhode Island, - - - 13,397 22	Ohio, - - - 32,309 15	Arkansas Territory, - - - 1,046 49
Connecticut, - - - 30,160 13	Kentucky, - - - 25,572 26	Florida Territory, - - - 2,698 67
New Jersey, - - - 16,227 41	Tennessee, - - - 17,990 78	District of Columbia, - - - 10,586 55
Pennsylvania, - - - 127,821 51	Alabama, - - - 20,164 98	
Delaware, - - - 4,834 10	Mississippi, - - - 10,314 87	Grand total, - - - \$988,676 10

POST OFFICE DEPARTMENT, *January 10, 1828.*

It is proper to remark that the foregoing sum is \$11,090 69 *less* than the aggregate for the same period on the books of the Post Office Department, in consequence of all old accounts, together with the balances accruing from the Canada and Kingston mails rendered within this period, being excluded from this report.

Respectfully submitted:

JOHN McLEAN.

20th CONGRESS.]

No. 69.

[1st SESSION.]

MAKING AND REPAIRING A POST ROAD.

COMMUNICATED TO THE HOUSE OF REPRESENTATIVES, JANUARY 21, 1828.

SIR:

POST OFFICE DEPARTMENT, *January 21, 1828.*

In obedience to a resolution of the House of Representatives of the 8th instant, "directing the Postmaster General to communicate to the House an estimate of the amount necessary to construct a road through the Wyandot reservation, on the mail route between Cincinnati and Portland, in Ohio; also, the sum necessary to repair said road through the wilderness, between the Big Spring and said reservation; the importance of this route to the United States for the transportation of the mail; and whether a portion of the revenue arising from the General Post Office might not be appropriated for the construction and repair of said road with advantage to the Department." I have the honor to state that the sum of \$15,000, judiciously applied, would make a substantial road from the Big Spring through the wilderness and the reservation, a distance of about forty miles; the sum of \$6,000, it is believed, would be sufficient to make that part of it which lies in the reservation, a distance of about seventeen miles.

During the last summer and fall, the mail was conveyed from Cincinnati to Sandusky city, on the above route, in post coaches, three trips weekly; and, from the concourse of passengers, it promises to become an important channel of intercourse. If Sandusky city shall continue to be a place of deposit for merchandise destined to Cincinnati and other places, and if the amount of such deposits shall increase for a few years to come as rapidly as it did the past season over the previous one, this city will become a very important point, and render a speedy and safe mail communication between it and Cincinnati indispensable. In the present condition of that section of the road embraced by the resolution, this would be impracticable at some seasons of the year, and, at the most favorable time, would be very difficult, from the depth of the mud and other obstructions.

The road through the wilderness passes over a level country, and is shaded by trees of the largest growth, so as to prevent the rapid absorption of the water which falls upon it, and renders many places almost impassable.

The above route affords the best line of communication between Detroit and the southwestern part of Ohio and all the other western States. Between these places the correspondence is now important, and is annually becoming more so.

It would be of advantage to the Department to have the proposed repairs made; and, if Congress shall think proper to authorize it, the estimated expense may be paid out of its funds without injury to the public service.

With great respect, I have the honor to be your obedient servant,

JOHN McLEAN.

Hon. A. STEVENSON, *Speaker of the House of Representatives.*

20th CONGRESS.]

No. 70.

[1st SESSION.]

BREACH OF CONTRACT.

COMMUNICATED TO THE SENATE, MARCH 18, 1828.

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

The Committee on the Post Office and Post Roads, to whom was referred the petition of William Mickler, report:

That they have examined the petition and the documents in the case, and they find that the Postmaster General has complete power and control over the whole subject, both as it respects the prayer of the petitioner to be restored to a contract made by an authorized agent of the Post Office Department, and to the amount of compensation for services performed, and for damages which may have arisen in the transaction. The committee are not inclined to recommend to the Senate the examination or revision of any case within the legitimate powers of the head of the Department, unless the committee could be convinced that manifest injustice had been done. Such a case is not now presented; on the contrary, the judgment and decision of the Postmaster General is approved by the committee. The committee refer to the petition and to the letter of the Postmaster General, and make them a part of this report, to be printed as an appendix. The committee recommend the following resolution, viz:

Resolved, That the prayer of the petitioner is unreasonable, and ought not to be granted.

To the honorable the Senate and House of Representatives in General Congress assembled: The memorial of William Mickler, a citizen of Georgia, residing at present in the town of St. Mary's, in the county of Camden, sheweth:

That, on the 1st day of August last, your petitioner made a contract with James Bentham, postmaster of St. Mary's aforesaid, (*the said James acting at the time under the specific instructions of the Postmaster General*.) for the transportation of the mail between St. Mary's and St. Augustine, East Florida, once per week, at \$995 per year, for the term of three years and five months, being for the unexpired term of a four years' contract made, in the first place, with one Abram Bellamy, said Abram having failed to perfect the same by giving bond in the manner pointed out by law.

That, before said contract was made by Mr. Bentham with your petitioner, the same was duly advertised for thirty days at St. Augustine, at Jacksonville, and at St. Mary's; in consequence of which there were a number of applicants for the same, and, among others, one Mr. Francis J. Ross, who offered to contract at \$1,200 per year, or at \$1,000, if there was any other bid as low as that sum; but your petitioner's terms being preferred, he gave bonds, and entered upon the duties of his appointment immediately after the date aforesaid.

That, with a full knowledge of all the foregoing facts, about fifteen or twenty days after your petitioner perfected his contract, and after he had carried the mail on the route two trips, the postmaster of Jacksonville, East Florida, by virtue of instructions transmitted to him on the 28th of July, 1827, made a contract with said F. J. Ross for the transportation of the mail on the same route, and for the same time; and, on your petitioner's third trip, took the mail away from him, and gave it to Mr. Ross.

That, on its arrival at St. Augustine, the postmaster then having consulted the district attorney, and having laid all the papers and documents before him relating to the contract, in pursuance of a written opinion given by him, immediately restored the mail to your petitioner; which opinion of the district attorney is now on file in the office of the Postmaster General, having been immediately transmitted to him.

That, about seven weeks after your petitioner first commenced carrying the mail, notwithstanding the opinion of the district attorney of East Florida to the contrary—notwithstanding the evidence of fraud and combination between the postmaster at Jacksonville and the said Francis J. Ross, evinced by his making a contract with said Ross, who is his friend and near neighbor, when he knew, and Ross knew, your petitioner had already the contract for the route—the said Postmaster General directed the different postmasters of the route to consider Ross the legal mail carrier, and not your petitioner.

That, since the Postmaster General has come to this determination, your petitioner has applied to him either to restore the contract to him, or to make him compensation for the time he carried the mail, and for the damages he has sustained by preparing himself to perform the contract, (being about equal to the one quarter's salary allowed in all instances, as your petitioner has learned, whenever the Postmaster General takes away a mail contract from a contractor,) which, with the services performed, would make the sum of \$364 75. But the Postmaster General has refused to pay any further sum than \$100, and even that sum is withheld from the petitioner by the postmaster here, because your petitioner will not give a general release.

Your petitioner therefore prays that Congress may order the Postmaster General to restore the contract to him, or pay the bill your petitioner has furnished the Postmaster General, who has the evidences thereof; or that the sum of \$363 50 may be appropriated to your petitioner, being the sum of \$114 75 for carrying the mail six trips, and the sum of \$248 75, one quarter's salary, for being deprived of the contract.