

IN SENATE OF THE UNITED STATES.

JANUARY 15, 1839.

Submitted, and ordered to be printed.

Mr. KNIGHT submitted the following

REPORT :

[To accompany Senate bill No. 197.]

The Committee on the Post Office and Post Roads, to whom was referred the petition of Ira Day, of Vermont, made the following report :

The petitioner represents that himself, James Barker, and others, were contractors for transporting a daily mail for four years, from Boston, in the State of Massachusetts, to Royalton, Montpelier, and Burlington, (the great depot of navigation on Lake Champlain,) being the great mail route from Boston to Montreal, for the sum of \$12,250 per annum, commencing on the 1st day of January, 1833, and ending in January, 1837. In the month of October, 1834, the Postmaster General ordered the mail to be discontinued one day in a week, on that part of the route from Royalton to Burlington, which part of the route, for the transportation of the mail, was assigned by the contractors to the petitioner. Under the order aforesaid of the Postmaster General, the mail from Boston arrived at Royalton on Saturday evening, and remained over until the Monday morning following. The inconvenience to the public, by this order, appears to have been so great that the postmasters on the route, and other citizens, solicited and urged the petitioner to continue the transportation of the mail every day, notwithstanding said order of the Postmaster General. He did so ; and by so doing the line was continued unbroken, and the mail was transported regularly from Boston to the capital of Vermont, and thence to Burlington, and, *vice versa*, every day in the week. The petitioner, therefore, claims the sum of \$1,008 90, being the sum withheld from him by the Postmaster General, on account of the order for discontinuing the transportation of the mail as aforesaid.

The committee believe, from the proof in the case, that considerable inconvenience and delay would have accrued to the public, if the mail had not been transported by the petitioner. But, as the order of the Postmaster General was peremptory and known to the petitioner, it appears to the committee that it was his duty to have complied with it, and not with the request of the deputy postmasters and other citizens on the route. However much this principle may conflict with the maxim that "the will of the people is the law of the republic," the committee are of opinion that, in the transportation of the mail, written contracts, and the rules and regula-

tions of the department, known and understood, are paramount to all ordinary considerations ; otherwise the whole establishment will be deranged and disorganized. Admitting the fact that the order of the Postmaster General was improper and injurious to the public, still, it was the duty of the contractors to have obeyed the order when clearly within the pale of the law and of the contract. That the services were performed by the petitioner, at the request of the postmasters and other citizens on the route, there is no doubt, and that essential service was rendered to the public, by his so doing, is also true. The question then arises, shall those services be paid for, notwithstanding the non-conformity to the order of the Postmaster General? To withhold from the petitioner his earnings, when the service was beneficial to the public, and had been faithfully performed, is not characteristic of this Government, nor in accordance with its usual practice; and, on the other hand, to hold out inducements, and to encourage, incidentally, a disregard of legitimate commands of the proper authority, is not in conformity with the principles of subordination and good Government. But, as the order of the Postmaster General was considered and intended to be temporary, and made under pressing exigencies of the department, (from which it was soon relieved,) and as the mail is now transported daily, and has been ever since the contract of the petitioners expired, it appears to the committee that there is not much danger of promoting insubordination by paying the petitioner for the services rendered by him under the peculiar circumstances of the case ; and, for the purpose of bringing the whole matter before the Senate for its consideration and decision, the committee, without expressing an opinion for or against the merits of the claim, report a bill for the relief of the petitioner.

It also appears that the mail was carried by the petitioner, at the request of the Postmaster General, after the contract had expired, to wit: on the 1st of January, 1837, to the 1st of July of the same year ; the one-seventh part of the amount of the original contract for performing that service was also retained by the Postmaster General, and is included in the bill.