

JOHN H. MURPHY AND THOS. McKIBBON.

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JUNE 10, 1842.

Laid upon the table.

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Mr. A. KENNEDY, from the Committee on the Post Office and Post Roads, made the following

REPORT :

*The Committee on the Post Office and Post Roads, to whom was referred the petition of John H. Murphy and Thomas McKibbon, report :*

The petitioners, John H. Murphy and Thomas McKibbon, entered into a contract with the Post Office Department, in the year 1837, by which they agreed to transport the mail three times per week from Vincennes, in the State of Indiana, to Danville, Illinois, in four-horse post coaches, from the 1st day of January, 1838, until the 30th day of June, 1842, at the yearly compensation of \$4,000. At the commencement of the time agreed upon, the petitioners commenced the fulfilment of their contract, having furnished themselves with the necessary amount of stock, which they allege to have been 36 horses and 2 post coaches. On the — day of October, 1838, the Postmaster General ordered the contractors to discontinue one trip each week for the space of six months; by which the trips were reduced to semi-weekly, and the proportionate amount of the pay (to wit, \$666) was retrenched by the Department. The petitioners continued this reduced service on the line until the 19th of January, 1839, at which time they abandoned the contract. The sureties of the petitioners being informed of their liabilities, one of them, Mr. Cunningham, agreed to continue the service in his own name, on the condition that the semi-weekly service, which had been ordered for six months only, should be made permanent for the whole term, for his advantage. This stipulation was agreed to by the Department. At a subsequent period, however, Mr. Cunningham failed, and the route was again relet for tri-weekly service, at the sum of \$4,500 per annum, for the remaining portion of the term.

At the time the petitioners abandoned their contract, the Department was in arrears to them in the sum (as they allege) of between seven and eight hundred dollars, which was withheld from them for the purpose of making good to the Department any loss that might be sustained in the reletting.

For the return of this money, together with the loss occasioned by the sale of their stock, &c., the petitioners pray Congress to interfere.

It is not pretended by the petitioners that the Department had no right to change the service from tri-weekly to semi-weekly trips; this they admit the terms of the contract authorized to be done. But they complain

that it operated hard upon them; that by this change they were forced to abandon the contract, and that the balance due them at the time of the abandonment should not have been detained by the Department.

The fact that the surety of the petitioners, Mr. Cunningham, before he would agree to continue the contract in his own name, insisted that the change should be made permanent for the whole term, is pretty strong evidence that the contractor was benefited rather than injured by the change. But, be that as it may, the contract authorized the change to be made: therefore the claimants have estopped themselves by their own contract.

As to the money retained by the Department, it is abundantly shown that that amount did not make up to the Government the amount lost by the reletting, after the abandonment of the contract. The committee report against the prayer of the petitioners, and ask to be discharged from the further consideration of the subject.