

DANIEL VANWINKLE.

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DECEMBER 15, 1857.—Committed to a Committee of the whole House, made the order of the day for to-morrow, and ordered to be printed.

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The COURT OF CLAIMS submitted the following

REPORT.

*To the honorable the Senate and House of Representatives of the United States in Congress assembled:*

The Court of Claims respectfully presents the following documents as the report in the case of

DANIEL VANWINKLE *vs.* THE UNITED STATES.

1. The petition of the claimant.
2. Certified documents from the Post Office Department, transmitted to the House of Representatives.
3. Depositions offered by the claimant and transmitted to the House of Representatives.
4. Claimant's brief.
5. Opinion of the Court adverse to the claim.

By order of the Court of Claims.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Court at Washington, this seventh day of December, A. D. 1857.

SAML. H. HUNTINGTON,  
*Chief Clerk Court of Claims.*

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COURT OF CLAIMS.

DANIEL VANWINKLE, }  
*vs.* }  
THE UNITED STATES. }

Petition.

*To the Honorable Court of Claims:*

The petition of Daniel Vanwinkle, of Newmarket, Ohio, respectfully represents that the government of the United States is justly indebted to your petitioner for services rendered in the transportation of the mails of the United States, in manner as follows, viz:

That in the year A. D. 1820 the Postmaster General advertised for

proposals for contracts for the transportation of the United States mail on route No. 12, from Feestown to Lebanon, and on No. 14, from Neville to West Union, all in the State of Ohio. The service to commence on the 1st day of January, 1821, and terminate on the 31st day of December, 1823, being for three years; and your petitioner made proposals to transport the mails, according to the plan specified in the advertisement, upon route No. 12 for a compensation of \$250 per annum, and upon route No. 14 for a compensation of \$310 per annum; both which proposals were accepted by the Postmaster General, and on the 1st of January, 1821, your petitioner entered upon the said service, at the yearly compensation of \$560.

Your petitioner further shows that some time in the month of February, 1821, your petitioner, with the consent of the Postmaster General, transferred to Thomas and John Kain his right to transport the mails on the whole of route No. 12, and a portion of route No. 14, and the said Thomas and John Kain were to receive for the service to be performed by them the sum of \$400 per annum, out of the aforesaid sum of \$560, and your petitioner retained a portion of the service on route No. 14, viz: from Ripley to West Union, to be performed by himself; that your petitioner did continue to transport the mails upon said portion of No. 14 until the termination of the contract; that the said Thomas and John Kain performed the service on the residue of the route No. 14 and the route No. 12, until the termination of the contract; that the said Thomas and John Kain did, as your petitioner is informed and believes, receive annually the sum of \$400, of the Post Office Department, in full payment for the services performed by them as aforesaid.

Your petitioner further shows that for the services so performed by him upon route No. 14, as aforesaid, he has not been paid, and there is now due and owing unto him, for the said service, the residue of the sum of \$560, contracted as aforesaid, to be paid to your petitioner; that is, from and after the 15th day of February, 1821, until the 31st day of December, 1823, at the rate of \$160 per annum, amounting to the sum of four hundred and sixty dollars, (\$460,) besides interest. And your petitioner is the only person interested in the claim herein specified.

Your petitioner further says he has petitioned the Postmaster General to have his services allowed and paid; and on the 24th day of March, 1856, the Postmaster General decided that in view of the length of time since the claim originated, and the imperfect evidence by which it was supported, he does not feel at liberty to order its payment.

Wherefore your petitioner says there is now due unto him, for the services aforesaid, the sum of \$460 aforesaid, which the United States ought to pay unto your petitioner; and he prays this honorable Court to grant him such relief for the same as this honorable Court may find he is legally entitled unto, to the end that the said sum of \$460, with interest thereon from December 31, 1823, may be paid to your petitioner, with his costs expended in the prosecution of this suit; and as in duty bound will ever pray.

DANIEL VANWINKLE.

STATE OF OHIO, }  
 County of Highland, } ss.

Daniel Vanwinkle being sworn, says he has read the foregoing, and the facts stated in his petition are true, to the best of his knowledge and belief.

Sworn to before me, this the 22d day of July, 1856.

[SEAL.]

A. G. MATTHEWS,  
 Probate Judge, Highland County, Ohio.  
 JOHN ELY,  
 Attorney for Claimant.

POST OFFICE DEPARTMENT,  
 Washington City, January 8, 1857.

I hereby certify that the annexed are true copies of the original papers on file in this department.

In testimony whereof I have hereto set my hand and caused the [L. S.] seal of the Post Office Department to be hereto affixed, on this 8th day of January, A. D. 1857.

JAMES CAMPBELL,  
 Postmaster General.

NEW MARKET, OHIO,  
 February 19, 1856.

DEAR SIR: You will recollect that I named to you that I had a claim of long standing against the Post Office Department, and just as it is old.

I now give you a short history of the service performed, and, if necessary, I will at any time make oath to the facts here set forth.

In the year 1820 I received from the department "letters of acceptance" in answer to my bids on two routes, one from Lebanon to Neville, and one from Neville, by Ripley and Decatur, to West Union. These "letters" required me to commence the service on these routes January 1, 1821; and the letters of acceptance stated distinctly that I should receive my pay regularly as though a written contract had been executed. I commenced the service at the time specified, and continued to transport the mails on both routes until about the middle of February, (say six weeks,) when I employed John and Thomas Kain, of Williamsburg, to perform the service on the route from Lebanon to Neville, and that part of the other route from Neville to Ripley. The balance of this route, from Ripley to West Union, I performed myself for the rest of the term, three years, wanting the six weeks named above, and I regularly met the rider of Kain every trip at Ripley.

## DANIEL VANWINKLE.

The compensation per annum, as stipulated in my letters of acceptance, was \$560. I allowed the Messrs. Kain to draw, annually, \$400 for their service, retaining for myself \$160 yearly for the part of the service performed by myself. The Kains got a contract from the department in their own name for so much of the two routes as is above named, and at the sum of \$400, above given. All that I have ever received on these contracts was \$63, not quite the amount of the first named six weeks' service.

Hence the department are indebted to me for three years' service in conveying the mail from Ripley to West Union,

at \$160 per annum.....	\$480 00
Credit by the six weeks above named, about.....	20 00

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460 00

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When Hon. Thomas Corwin was the representative in Congress from this district, I put this claim in his hands for adjustment, and procured, at his suggestion, all the proof of service which he considered necessary to fully establish my claim before the Postmaster General, Amos Kendall. But about the time when Mr. Corwin had expected a favorable result of the case, the post office buildings were burned, and all my papers, vouchers, &c., lost.

When N. Barrere was in Congress, I again made an effort for the amount of the claim through him. It was the opinion of Mr. Barrere that I would recover the amount due me if I could still get proof of the service. I accordingly obtained the depositions of Dr. Alexander Campbell and Colonel S. Glaze, of Ripley, taken before C. Baird, esq., of that place, as to the correctness of my claim and the service performed. These depositions you may find on file in the department, but of what particular branch of the department I cannot say, only at the time W. B. Thrall, esq., was at the head of that particular bureau. I cannot say why the claim given to Mr. Barrere was not allowed. The department have the proof that the service was performed, and their books show I was not paid.

If you will interest yourself in my behalf, you will confer on me a lasting favor; and if you will say what further steps I had better take, I will try to follow your suggestions.

Perhaps Hon. S. Galloway may be willing to interest himself in this my behalf.

Very truly, yours,

DANIEL VANWINKLE.

Hon. J. R. EMRIE.

POST OFFICE DEPARTMENT,  
Contract Office, March 25, 1856.

SIR: The claim of Daniel Vanwinkle, of New Market, Ohio, for compensation for mail service alleged to have been performed by him between Ripley and West Union, from February, 1821, to December 31, 1823, at \$160 per annum, has been examined with the following

result. It is found that he was the accepted bidder for route No. 12, Feestown (not Neville) to Lebanon, at \$250 a year, and No. 14, Neville to West Union, at \$310, both for three years from July 1, 1821, and that he performed service on both for six weeks, for which he was paid \$63. He then seems to have declined service on the whole of No 12, and on a portion of No. 14, and on the 16th February, 1821, a contract was made with John and Thomas Kain, of Williamsburg, for a route formed from the two, viz: from Ripley, by Bridgewater, Feestown, Bethel, and Williamsburg, to Lebanon, at \$400 a year; this they continued to perform to December 31, 1823, and were paid in full. What disposition was made of the remaining service, that is, between Ripley and West Union, which Mr. Vanwinkle claims to have performed, cannot be ascertained from any books or papers now in the department, many of the records and documents having been lost or dispersed by fire, in 1836. The evidence on which he bases his claim are papers submitted by himself, in 1852, and are as follows: the affidavit of Alexander Campbell, of Ripley, that he was cognizant of the service by Vanwinkle during the years mentioned, the post office being kept in his house; the affidavit of Samuel Glaze, late postmaster of Decatur, between Ripley and West Union, to the same purport; and a paper, dated Williamsburg, July, 1835, without signature, but which the Hon. N. Barrere, in a letter to the department, February 16, 1852, states is the draft, or copy of an affidavit, prepared by himself to be signed by John Kain, testifying to the performance of the service by Vanwinkle. The facts in the case have been placed before the Postmaster General, but in view of the length of time since the claim originated, and the imperfect evidence by which it is supported, he does not feel at liberty to order its payment.

Respectfully, &c., &c.,

WILLIAM H. DUNDASS,  
*Second Assistant Postmaster General.*

Hon. J. R. EMRIE,  
*House of Representatives, Washington, D. C.*

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HOUSE OF REPRESENTATIVES, *February 16, 1852.*

DEAR SIR: I herewith enclose you a letter addressed to me by Daniel Vanwinkle. First, in reference to Mr. Vanwinkle, as he wishes me to speak of him to the department in regard to his being a suitable man to perform the contracts for which he has put in bids, I will say, that Mr. Vanwinkle is a very honest, upright, correct man, and is one of the oldest mail carriers in Ohio. He has not been in the business for some few years past; but previous to that, he had been for twenty-eight or thirty years engaged in carrying the mail. He will punctually perform his contract if he obtains one. I think Mr. Nicholas S. Bunn is a bidder for the same routes. He is the present contractor. Mr. Bunn is a correct man, and every way trustworthy; they are both men that have the means of giving the required security and performing the service.

In reference to Mr. Vanwinkle's claim against the department for

pay for services, I will merely say, that the copy of the certificate enclosed in his letter is in my handwriting; that I drew the paper enclosed in his letter, or rather copied it for Mr. Vanwinkle from a certificate he had of Mr. John Kain. I do not now remember the circumstances, but I have often heard Mr. Vanwinkle speak of the matter, and his having performed the service he claims. I saw the letters of acceptance that he speaks of; I feel certain, but cannot now speak with certainty about them. I have known Mr. Vanwinkle ever since I have known anybody, and have heard him speak of his claim against the department for the services mentioned in his letter as much as twenty years ago, and perhaps more, and often since. I have no doubt the facts are just as he states them, and that the amount he claims is justly due to him. His papers were burnt in the post office building, as he states. I have understood from him, and from a letter of Mr. Corwin's to that effect, which he had at one time since showed me. I do not suppose Mr. Corwin recollects much about the matter, and I have not called upon him in relation to it. I do not know what showing the department would require. Mr. Vanwinkle's papers, his letters of acceptance, and Mr. Kain's certificate, (of which a copy is all that is preserved, and herewith enclosed,) were burnt, as stated. I have no doubt of that. The persons who know of the service are deceased. Mr. Russel is deceased. I know of no other means of establishing his claim than his own showing, as above. He will make his statement under oath, and can abundantly prove that ever since he rendered the service he has insisted upon the claim, if that will be sufficient.

Very respectfully, yours, &c.,

N. BARRERE.

Hon. N. K. HALL,  
*Postmaster General, Washington.*

I do hereby certify, that I commenced carrying the mail from Lebanon, Ohio, passing Williamsburg and Felicity to Neville, Ohio, and from Neville, Ohio, to Ripley, Ohio, on the first day of January, A. D. 1821, in the employ of Daniel Vanwinkle, and was paid by himself the performance of the service for six weeks, he having in his possession letters of acceptance from the General Post Office Department as mail contractor for two several routes; the one from Lebanon, Ohio, to Neville, Ohio, as above stated, and the other from Neville, Ohio, passing Ripley to West Union, Ohio; that I continued to perform the service as above stated for three years, once a week, but was paid for my services by the Post Office Department after the expiration of the first six weeks; and that *that* part of the route from Neville to West Union, between Ripley and West Union, was done and performed by the said Daniel Vanwinkle during the said three years, he or his rider meeting me or my rider once a week at Ripley. And I further certify, that I never received any pay or emolument whatever from the department for the service performed by said Daniel Vanwinkle, and for which he now claims his pay.

WILLIAMSBURG, OHIO, *July*, A. D. 1835.

Copy of certificate alluded to in Hon. N. Barrere's letter herewith.

THE STATE OF OHIO, }  
*Brown County,* } ss.

Personally came before me the undersigned, a notary public within and for said county and State, duly commissioned and authorized to administer oaths, take depositions, &c., Doctor Alexander Campbell, of Ripley, Brown county, Ohio, who being duly sworn according to law, deposes and says, that he well remembers that, during the year 1821, Daniel Vanwinkle, of Highland county, Ohio, carried the mail from West Union, Adams county, Ohio, to Ripley, Brown county, Ohio; and I believe he continued to do so for several years after that time, Carey A. Campbell, my son, was then postmaster in Ripley during that time, and the post office was kept in part of my house, and I was in the post office every day when at home; in fact, the office was kept in my store room, and I very often attending to opening the mail in the absence of my son, or if he was engaged in other matters; and further saith not.

ALEX. CAMPBELL.

Also, at the same time and place, came personally Samuel Glaze, who, being duly sworn, deposes and says, that some time in the spring of the year 1821 he was appointed postmaster at Decatur, in Brown county, Ohio, and continued in the office until the 4th day of February, 1823; during all this time and for months before, the mail was carried by Daniel Vanwinkle, of Highland county, Ohio, by himself or rider, from West Union, in Adams county, Ohio, through Decatur, to Ripley, Brown county, Ohio; the mail was carried weekly, passing through Decatur twice a week, going and returning; and that he knows of no change of mail carriers during the year 1823. Decatur is a town about half way between West Union, in Adams county, and Ripley, in Brown county, Ohio. Deponent further states that, for a year or more before his appointment as postmaster, he acted as assistant postmaster under John Longley; and further saith not.

SAMUEL GLAZE.

THE STATE OF OHIO, }  
*Brown county,* } ss.

I, Chambers Bain, a notary public in said county and State, duly commissioned, &c., hereby certify that the foregoing depositions of Alexander Campbell and Samuel Glaze were reduced to writing by me, and that they were each duly sworn, according to law, to the truth of the statements therein by them respectively made, and that they subscribed the same before me, and that they are well known to me, and are men of undoubted truth and veracity.

Given under my hand and notarial seal at Ripley, on this 11th day of March, 1852.

[SEAL]

CHAMBERS BAIN,  
*Notary Public.*

POST OFFICE DEPARTMENT,  
*Contract Office, March 22, 1856.*

SIR: Daniel Vanwinkle, of New Market, Ohio, claims pay for carrying the mail between Ripley and West Union, Ohio, at the rate of \$160 a year, from about the middle of February, 1821, to December 31, 1823, under the following circumstances: he was the accepted bidder on routes No. 12, Feestown to Lebanon, at \$250 a year, and 14, West Union to Neville, at \$310, both for three years, from January 1, 1821; he performed service on both for six weeks, for which he was paid \$63, as appears by his account now before me; but on the 16th February, 1821, a contract was made with John and Thomas Kain, at \$400 a year, for a route formed from the two, between Ripley, by Feestown and Lebanon, leaving Vanwinkle the distance from Ripley to West Union, on which he says he performed service during the time stated, without a contract and without pay.

Will you be pleased to inform me if the books of your office show that payment has been paid to him, or to any one, for the service in question.

Respectfully, your obedient servant,

WM. H. DUNDAS,  
*Second Assistant Postmaster General.*

WM. F. PHILLIPS, Esq.,  
*Auditor Post Office Department.*

OFFICE OF THE AUDITOR OF THE TREASURY  
*For the Post Office Department.*

I hereby certify the annexed to be a true and correct copy of a letter, addressed to me by Wm. H. Dundas, esq., Second Assistant Postmaster General, and now on file in this office.

In testimony whereof, I have hereunto signed my name and caused  
[L. s.] to be affixed my seal of office, at Washington, the third day of February, anno Domini 1857.

WM. F. PHILLIPS,  
*Auditor of the Treasury for the  
Post Office Department.*

POST OFFICE DEPARTMENT.

I certify that the annexed is a true copy of the original now on file in this department.

In testimony whereof, I have hereto set my hand and caused the seal of the Post Office Department to be affixed, at the General Post Office in the city of Washington, this twenty-eighth day of February, A. D. 1857.

JAMES CAMPBELL,  
*Postmaster General.*

HOUSE OF REPRESENTATIVES, *March, 1852.*

SIR: Some time since I received a line from Mr. Vanwinkle, of Highland county, Ohio, setting forth a claim for mail services rendered in the years 1821, 1822, and 1823, which was referred to the

Auditor's office of your department. An account has been made out of the services of Mr. Vanwinkle, and the books do not show that he ever received pay for the services for which he claims pay. The books do show that on the 16th of February, 1821, the department contracted with T. & J. Kain to carry the mail from Ripley via Neville and Williamsburgh, to Lebanon, for \$400 a year, and that they carried and were paid for that service from that time until December, 30, 1823. The books do not show that the mail from West Union, via Decatur to Ripley, was either performed or paid for from February 16, 1821, to December 30, 1823. From January 1, 1821, to February 16, 1821, the books show that Vanwinkle was paid for carrying the mail from West Union, via Decatur, Ripley, Neville and Williamsburgh, to Lebanon, six trips, at \$10 50 per trip. These are all the facts disclosed by the books, and comprise the statements of Mr. Vanwinkle. I think with him that the department would require proof of the service, and the reason he had neglected to press his claim since 1836.

In reply to that letter, I have secured his of March 18, 1852, which I herewith enclose to you; also the affidavits of Dr. A. Campbell, of Ripley, Ohio, and Colonel Samuel Glaze, of the same place, in relation to the service of Mr. Vanwinkle. Dr. Campbell and Colonel Glaze are men of the highest standing and respectability. Dr. Campbell was a senator of the United States in 1812, and has filled several stations of high political trust in his State. Colonel Glaze has been auditor of his county for eight or ten years in the last eighteen years. Mr. Vanwinkle is, in some respects, a negligent man. I have known him a long time, but I will say that I have never known a more prompt and efficient mail contractor, and he has been in the mail service most of his life. His negligence is entirely in relation to his private affairs and business. I speak confidently when I say that he is as honest a man as lives, in my opinion. I have no doubt of the justice of his claim.

The assertions of Dr. Campbell and Colonel Glaze show conclusively that Mr. Vanwinkle performed the service he claims pay for, and the books in your department show conclusive evidence that he has not been paid.

I hope you will, upon investigation, feel authorized to order the account to be audited and paid.

Very respectfully, yours, &c.,

N. BARRERE.

Hon. N. K. HALL,  
*Postmaster General, Washington City.*

DR.

John and Thomas Kaine, late mail contractors in Ohio, in account with the United States.

CR.

10

1821.				
Nov. 19	To cash .....	\$95 00	By transportation of mail on route from Lebanon to Ripley, from February 15, 1821, to December 31, 1823, at \$100 per quarter.....	\$1,150 00
	To sundries .....	155 00	By amount charged to the account of Thomas Kain....	18 83
1822.				
Jan. 1	To amount paid by postmaster at Lebanon.....	100 00		
April 10	To cash .....	100 00		
July 1	To amount paid by postmaster at Lebanon.....	100 00		
Oct. 1	To sundries.....	75 00		
10	To cash .....	25 00		
1823.				
Jan. 1	To amount paid by postmaster at Lebanon.....	100 00		
April 1	To sundries .....	100 00		
July 1	do.....	80 00		
17	To cash.....	20 00		
Sept. 14	do.....	18 83		
27	do.....	100 00		
Oct. 1	To sundries.....	31 00		
1	do.....	69 00		
		1,168 83		1,168 83

NOTE.—There was also paid to Daniel Vanwinkle, for carrying the mail from West Union by Ripley to Lebanon, six trips, from January 1, 1821, at \$10 per trip, the sum of \$63.

## OFFICE OF THE AUDITOR OF THE TREASURY FOR THE POST OFFICE DEPARTMENT.

I hereby certify the above to be a true and correct transcript of the account of John and Thomas Kain, late mail contractors in the State of Ohio, as audited and adjusted at this office, and of an entry showing a payment to Daniel Vanwinkle of sixty-three dollars.

[SEAL.]

In testimony whereof I have hereunto signed my name, and caused to affixed my seal of office at Washington, this thirty-first day of January, anno Domini 1857.

WILLIAM F. PHILLIPS,

Auditor of the Treasury for the Post Office Department.

DANIEL VANWINKLE.

STATE OF OHIO, }  
*Brown County,* } *ss.*

On this twenty-fifth day of October, in the year 1856, personally came Alexander Campbell, and after having been first sworn to tell the truth, the whole truth, and nothing but the truth, the questions contained in the within deposition were written down by the commissioner, and then proposed to the witness by him; and the answers thereto were written down by the commissioner, in the presence of the witness, who then subscribed the deposition in the presence of the commissioner.

The deposition of Alexander Campbell, taken at the request of Daniel Vanwinkle, to be used in the investigation of a claim against the United States, now pending in the Court of Claims in the name of Daniel Vanwinkle. The adverse party was notified but did not attend, and did not object.

THOMAS BERRYMAN,  
*Commissioner.*

Interrogatory first: What is your name, occupation, age, and place of residence for the past year? Have you any interest, direct or indirect, in the claim which is the subject of inquiry? Are you related, and in what degree, to the claimant?

Answer. My name is Alexander Campbell; my age is seventy-five years; my occupation is that of a physician; I now reside in the town of Ripley, in Brown county, State of Ohio, and resided in said town during the past year, and for forty years previous; I have no interest, direct or indirect, in the claim of Daniel Vanwinkle, which is the subject of inquiry; I am in nowise related to the claimant, Daniel Vanwinkle.

Interrogatory second: Do you know whether or not Daniel Vanwinkle, the claimant, was, in the years 1821, 1822, or 1823, contractor for the transportation of the United States mail from Ripley to West Union, in Ohio? If yea, state for which of those years he was contractor, and whether he performed the service; and how long he performed the service; and in what manner he performed the service.

Answer. I know that Daniel Vanwinkle, the present claimant, did transport or carry the United States mail from Ripley to West Union, Ohio, about the years 1821, 1822, and 1823; that the Ripley post office was at that time kept in my house, and my son, Carey A. Campbell, was the postmaster. The said Daniel Vanwinkle performed the service on horseback at that time from Ripley to West Union and back, once a week. I cannot now say how long the said Daniel Vanwinkle performed the service as above, but I believe for two or three years.

Interrogatory third: Do you know what was the value of the service rendered? If yea, state what was the value of the service yearly, as rendered by the said contractor.

Answer. I cannot pretend to say what the value of the services thus rendered by Daniel Vanwinkle were worth.

Lastly. Do you know of any other matter relative to the claim in

question? If you do, state the same as fully as if you were particularly interrogated thereunto.

Answer: I know nothing further on the subject of the claim in question.

ALEXANDER CAMPBELL.

STATE OF OHIO, }  
Brown County, } ss.

Alexander Campbell personally came before me, the undersigned, a justice of the peace in and for said county, who, being duly sworn by me to tell the truth, the whole truth, and nothing but the truth, in a case now pending in the Court of Claims, wherein Daniel Vanwinkle presents his claim against the United States for services rendered in transporting the United States mail, did give answers as above written, to the above written interrogatories, and subscribe the same in my presence.

Given under my hand and seal this twenty-fifth of October, 1856.

WM. DIXSON, [SEAL.]  
Justice of the Peace.

OCTOBER 27, 1856.

I hereby certify that William Dixson, who administered the within oath to Dr. Alexander Campbell, is a magistrate, duly commissioned as such in Brown county, Ohio, and that his signature hereunto annexed is genuine.

THOMAS BERRYMAN,  
Commissioner.

STATE OF OHIO, }  
Highland County, } ss.

On this 27th day of October, in the year 1856, the witness within named, after having been first sworn to tell the truth, the whole truth, and nothing but the truth, the questions contained in the within depositions were written down by the commissioner and then proposed to the witness by him, and the answers thereto were written down by the commissioner in the presence of the witness, who then subscribed the deposition in the presence of the commissioner. The deposition of Samuel Glaze, taken at the request of Daniel Vanwinkle, to be used in the investigation of a claim against the United States now pending in the Court of Claims in the name of Daniel Vanwinkle. The adverse party was notified, but *did not* attend, and *did not* object.

THOMAS BERRYMAN,  
Commissioner.

First interrogatory. What is your name, occupation, and place of residence for the past year? Have you any interest, direct or indirect, in the claim which is the subject of inquiry? Are you related, and in what degree, to the claimant? What is your age?

Answer. My name is Samuel Glaze. My occupation is that of a farmer. I have resided for the past year, and for many years pre-

vious, in the neighborhood of Ripley, Ohio. I have no interest, direct or indirect, in the claim of Daniel Vanwinkle. I am in nowise related to the said claimant, Daniel Vanwinkle. I am sixty-two years old.

Second interrogatory. Do you know whether or not Daniel Vanwinkle, the claimant, was in the years 1821, '22, or '23, contractor for the transportation of the United States mail from Ripley to West Union, Ohio? If yea, state for which of those years he was contractor; and whether he performed the service; and how long he performed the service; and in what way or manner he performed the service.

Answer. I know that Daniel Vanwinkle carried the mail from Ripley to West Union, Ohio, during the years 1821, '22, and '23, till the 4th day of February, in 1823, at which time I left Decatur, a town situated on the route between Ripley and West Union, at which place, a part of the time named, I was postmaster. I know that Daniel Vanwinkle carried the mail as above stated, but whether he was contractor or not I cannot say, nor how long after the 4th February, 1823, he carried the mail I cannot say. He performed the service on horseback, once a week and back, from Ripley to West Union, Ohio, via Decatur.

Third interrogatory. Do you know what was the value of the service rendered? If yea, state what was the value of the service yearly, as rendered by the said claimant, or contractor.

Answer. I cannot say what was the yearly value of the service so rendered. Perhaps it was worth the amount claimed by Mr. Vanwinkle, say \$160 per annum.

Lastly. Do you know of any other matter relative to the claim in question? If you do, state the same as fully as if you were particularly interrogated thereunto.

Answer. I know nothing further on the subject than what is stated above.

SAMUEL GLAZE.

STATE OF OHIO, }  
Highland County, } ss.

Before me, on this 27th day of October, in the year 1856, personally came Samuel Glaze, the witness within named, and, after having been duly sworn, as above stated, by me, the undersigned, surveyor of said county, and fully authorized by the statutes of Ohio to take depositions, administer oaths, &c., did give the above answers to the above written interrogatories, which answers were written down by me, and signed in my presence by the said Samuel Glaze.

THOMAS BERRYMAN, [SEAL.]  
Surveyor, Highland county, Ohio.

WASHINGTON, Friday, October 10, 1856.

DEAR JUDGE: I received only yesterday yours from New York, of the 6th, in reference to the request of Mr. Ely to consent to the appointment of Mr. Berryman as a commissioner.

In reply, I give my consent to Mr. Berryman's acting in the matter without a commission.

Yours, truly,

M. BLAIR,  
*United States Solicitor.*

Hon. S. H. HUNTINGTON, *New York.*

NEW MARKET, OHIO, *October 27, 1856.*

On the receipt of the above letter, signed M. Blair, United States Solicitor, and at the request of Daniel Vanwinkle, I proceeded to execute the commission hereunto annexed.

THOMAS BERRYMAN,  
*Commissioner.*

[For sketch of route, see original.]

*Fees of Witnesses.*

No travel, Alexander Campbell.....	\$1 00
Travel and attendance, Samuel Glaze .....	5 00
Commissioner, Thomas Berryman.....	20 00

COURT OF CLAMS.—No. 680.

DANIEL VANWINKLE }  
vs. } Brief of points and authorities.  
THE UNITED STATES. }

Reference will be made to the laws which provide for the transportation of the mails, and particularly to act of April 30, 1810, (2 Stat. at Large, 592,) entitled "An act regulating the Post Office Establishment;" and the act of May 13, 1820, (5 Stat. at Large, 580,) being an act establishing certain post routes.

In behalf of the petitioner it will be contended, upon the facts set forth in the petition and the evidence, as follows, viz :

I. That in the year 1820, the Postmaster General advertised for contracts for the transportation of the mails on route No. 12, from Feestown to Lebanon, and on route No. 14, from Neville to West Union, all in the State of Ohio.

II. That the petitioner made proposals to transport the mails upon both routes for a compensation of \$250 for No. 12, and \$310 for No. 14, per annum, for three years, from January 1, 1821, to December 31, 1823, and that said proposals were accepted by the Postmaster General.

III. That the service was duly entered upon by the petitioner on the 1st of January, 1821, and was, by the petitioner and other persons under him, faithfully performed for the full term, and until the 31st of December, 1823.

IV. That, for the said services, there is now due, unpaid, and owing to the petitioner by the United States, a balance of account amounting to \$480, besides interest.

## IN THE COURT OF CLAIMS.

DANIEL VANWINKLE *vs.* THE UNITED STATES.

Judge SCARBURGH delivered the opinion of the Court.

The claimant, in his petition, states the following case :

In the year 1820 the Postmaster General advertised for proposals for the transportation of the mail on route No. 12, from Feestown to Lebanon, and on route No. 14, from Neville to West Union, all in Ohio, for the term of three years, commencing on the 1st day of January, A. D. 1821. The petitioner made proposals for route No. 12, at \$250, and for route No. 14, at \$310, *per annum*. His proposals were accepted by the Postmaster General, and on the 1st day of January, A. D. 1821, he entered upon the service.

Some time in the month of February, A. D. 1821, the petitioner, with the consent of the Postmaster General, transferred to Thomas and John Kain his right to transport the mail on the whole of route No. 12 and a portion of route No. 14, and they were to receive for the service to be performed by them \$400, part of the \$560. The petitioner retained the portion of route No. 14 lying between Ripley and West Union, to be performed by himself; and he continued to transport the mail thereon until the termination of the contract. He has not been paid for this service; and now claims compensation therefor, at the rate of \$160 per annum from the 15th day of February, A. D. 1821, till the 31 day of December, A. D. 1823, with interest thereon.

Such is this case, as it is stated in the petition.

The Second Assistant Postmaster General, in a communication to Hon. J. R. Emrie, H. of R. dated March 25, A. D. 1856, a copy of which is on the file in this case, states as follows: "It is found that he (the petitioner) was the accepted bidder for route No. 12, Feestown (not Neville) to Lebanon, at \$250 a year, and No. 14, Neville to West Union, at \$310, both for three years from July 1, 1821, and that he performed service on both for six weeks, for which he was paid \$63. He then seems to have declined service on the whole of No. 12 and on a portion of No. 14, and on the 16th February, 1821, a contract was made with John and Thomas Kain, of Williamsburg, for a route formed from the two, viz: from Ripley by Bridgewater, Feestown, Bethel, and Williamsburg, to Lebanon, at \$400 a year. This they continued to perform to December 31, 1823, and were paid in full. What disposition was made of the remaining service, that is, between Ripley and West Union, which Mr. Vanwinkle claims to have performed, cannot be ascertained from any books or papers now in the department, many of the records and documents having been lost or dispersed by fire in 1836. The evidence on which he bases his claim are papers submitted by himself in 1852, and are as follows: the affidavit of Alexander Campbell, of Ripley, that he was cognizant of the service by Vanwinkle, during the years mentioned, the post office being kept in his house; the affidavit of Samuel Glaze, late postmaster of Decatur, between Ripley and West Union, to the same purport; and a paper dated Williamsburg, July, 1835, without signature, but which the Hon. N. Barrere, in a letter to the department, February 16,

1852, states is the draft or copy of an affidavit prepared by himself to be signed by John Kain, testifying to the performance of the service by Vanwinkle. The facts in the case have been placed before the Postmaster General, but in view of the length of time since the claim originated, and the imperfect evidence by which it is supported, he does not feel at liberty to order its payment."

The depositions of Alexander Campbell and Samuel Glaze have been taken in this case. Alexander Campbell testifies, in substance, as follows: The petitioner carried the mail from Ripley to West Union about the years 1821, 1822, and 1823. The Ripley post office was at that time kept at his house, and his son, Carey A. Campbell, was the postmaster. The petitioner performed the service on horseback from Ripley to West Union and back once a week. He cannot say how long the petitioner performed the service, but he believes for two or three years.

Samuel Glaze testified, in substance, as follows: The petitioner carried the mail from Ripley to West Union during the years 1821, 1822, and 1823, till the fourth of February, 1823, when the witness left Decatur, where, a part of the time, he was postmaster. He could not say whether the petitioner was a contractor or not, nor how long he carried the mail after the 4th day of February, 1823. He performed the service from Ripley to West Union and back once a week on horseback.

It does not appear from the evidence that the petitioner ever presented or asserted his claim before the year 1852, and no attempt is made by him to account for his neglect. In a letter addressed by him to Mr. Emrie, dated the 19th day of February, A. D. 1856, he says. "When Hon. Thomas Corwin was the representative in Congress from this district, I put this claim in his hands for adjustment, and procured, at his suggestion, all the proof of service which he considered necessary to fully establish my claim before the Postmaster General, Amos Kendall. But about the time when Mr. Corwin had expected a favorable result of the case, the post office buildings were burned, and all my papers, vouchers, &c., lost." But of this there is no proof. It is not even stated when the papers were placed in the hands of Mr. Corwin, or what those papers were; nor is his deposition taken.

The petitioner produced on the trial a paper purporting to be a settled account between him and the United States, commencing July 1, A. D. 1818, and ending February 4, A. D. 1824. This account was admitted by the assistant solicitor to be correct. In it the petitioner receives credit for carrying the mail on various routes, and for \$63, for "carrying the mail from West Union by Ripley to Lebanon, Ohio, 6 trips from 1st January, 1821, at \$10 50 per trip." It is fairly inferable from this account that as early as 1824, if not earlier, either the Postmaster General refused to pay the present claim, or it was not demanded.

It seems to us that this claim is not satisfactorily sustained by the evidence, and that the petitioner is, therefore, not entitled to relief.