

WILLIAM B. STOKES.

[To accompany joint resolution H. R. No. 21.]

FEBRUARY 21, 1846.

Mr. HILLIARD, 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 were referred the petition and papers of Wm. B. Stokes, surviving partner of Jno. N. C. Stockton & Co., have had the same under consideration, and report:*

The petition states that in May, 1836, J. N. C. Stockton & Co. were the contractors to carry the mail from Augusta, Georgia, to Blakely, in Alabama, via Pensacola, Florida, in a two-horse coach, tri-weekly; that at this time the great northern and southern mail from Washington to New Orleans was carried from Augusta to New Orleans, via Milledgeville and Columbus, in Georgia, and Montgomery and Mobile, in Alabama, in four-horse post coaches, daily; that, in the month of May, 1836, the Creeks living in Alabama, between Columbus, in Georgia, and Montgomery, in the former State, broke out in open hostility against the whites, and, among other atrocities, stopped the mail, robbed its contents, and murdered some of the passengers—and that, taking possession of the intervening portion of the country between Columbus and Montgomery, they entirely obstructed the passage of the United States mail over this, its legitimate route; that in this emergency the Postmaster General, through his accredited agent, and over his own signature, forced the transportation of the mail of the upper route, carried daily in four-horse post coaches, on the lower route, the mail of which was carried in two-horse coaches, tri weekly; that the performance of this service brought an extraordinary weight of mail, and which was the cause of excluding from their coaches many passengers; and that they have never received a cent of compensation for this extraordinary and unexpected service, and which has been refused them because the Post Office Department had not the power, under the law, to afford them adequate compensation. They now ask that the Postmaster General be authorized to settle their claim on the allowance of an adequate compensation for this service.

From an examination of a series of papers furnished by the Postmaster General, your committee find the statements of the petitioners to be true. The then Postmaster General, the honorable Amos Kendall, moreover, at the time admitted that for this service he would extend all the power of the department to afford adequate compensation; and if that power was not sufficient, he would cheerfully seek its enlargement from Congress for this special purpose. It appears, however, this was never done; and for the

same want of power in the department, the compensation has never been made.

It appears, also, from the views of the honorable Amos Kendall and his agent—at the time on the spot—that the contractors on the lower route would necessarily lose passengers, by the transportation on the lower route of the heavy mail of the upper route; and, indeed, these contractors were directed to exclude all passengers when it would interfere with the transportation of the mail—a circumstance which frequently took place. These contractors, from the papers presented to the committee, it appears, were by no means anxious to have this unexpected and burdensome duty thrown on them, and it is certain that, according to the contract made by them with the Post Office Department, they were not bound to carry it. It was an exigency, however, of uncommon occurrence, which induced the Postmaster General to throw this duty on them; for it is evident, the public would not have tolerated the interruption of the great southern and northern mail. Under this view of the exigency of the case, and under the assurances of the Postmaster General that they should be adequately compensated, they yielded, and, it appears, performed the duty faithfully and to the satisfaction of the department.

When it is taken into consideration that two days' accumulation of the heavy mail of a four-horse daily post coach was thrown on a tri-weekly two-horse coach, it is evident the transportation of this additional mail must necessarily have impaired their capacity to carry passengers. And it must be remembered too, that the same obstruction which caused the interruption of the mail on the upper route, would also interrupt the conveyance of passengers on that route, and would, of course, induce them to seek passage on the lower route. It is obvious, therefore, that passengers in abundance, in that year of great travel, would be seeking conveyance on the lower route, which the heavy mail to be transported would prevent these contractors from taking. This is in proof before the committee. A severe pecuniary loss was the necessary consequence to these contractors—not from any fault of theirs, but from an unexpected service growing out of an extraordinary emergency thrown on them, and which, neither by their contract, nor by any view of moral justice, were they required to perform.

Your committee, in view of all the facts derived from the papers furnished by the Postmaster General, from other proofs furnished to the committee, and from the attendant circumstances of the case, think the claim of the petitioners presents a justifiable case for the interposition of Congress.

They accordingly recommend the accompanying joint resolution.