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Cornelius Taylor.

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CORNELIUS TAYLOR.

[To accompany bill H. R. No. 852.]

JUNE 27, 1833.

Mr. CALHOON, of Kentucky, from the Committee on the Post Office and Post Roads, made the following

REPORT:

The Committee on the Post Office and Post Roads have had under consideration the petition of Cornelius Taylor, and make the following report thereon:

Cornelius Taylor, the petitioner, on the 1st day of December, 1834, contracted with the Postmaster General to carry the mail of the United States from St. Mary's, Georgia, by Frink's and Jacksonville, to St. Augustine, and back, twice a week; to run one trip a week by San Pablo, in boats and stages, and one trip per week by Jacksonville, on horseback; and a cross-mail once a week from San Pablo to Jacksonville, Fernandina, and Mandarin, to be supplied regularly; the former (St. Mary's) once a week. The compensation was to be \$550 for every quarter of a year during the continuance of the contract.

The petitioner states that, owing to Indian war, and to the hazard of travelling the direct routes between St. Augustine and Jacksonville, and between San Pablo and St. Augustine, he was for a considerable period compelled to take the mail from Jacksonville to San Pablo, a distance of more than thirty miles, by water, and to convey both mails from San Pablo by the sea-beach to what is called the North beach, three or four miles north of St. Augustine, across the North beach by land, thence in a boat to St. Augustine. In order to effect this arrangement, which was the only one by which the mails could have been transported with any safety, the contractor was compelled to incur very heavy expense beyond what it would have cost him to transport the mails upon the ordinary routes, had no difficulty with the Indians occurred. The petitioner has exhibited an account against the Post Office Department for these services, to the amount of \$5,532. The committee is of opinion that cases of an extraordinary character may occur, which may justify the agents of the Government in making engagements of a temporary nature to effectuate great useful public purposes, without direct authority of law, the expenses incurred in the prosecution of which the Government ought to pay; but each case of this description must stand upon its own merits,

and be justified by the circumstances which attend it. In this case, in the opinion of the committee, the contractor might with propriety have incurred such expenses as would have enabled him to carry the mail, until he could have communicated with the Postmaster General, and have obtained his orders with regard to the amount and nature of the expenditure which, under the circumstances, ought to be incurred in this service, and to have been governed by the orders which he received from the head of the Department, who would have been responsible to the nation for any abuse of his discretion in such a matter. But, it seems, instead of taking this course, he went on to build houses, hire guards, purchase an extra number of horses, open roads, and do other things which perhaps the Postmaster General would not have authorized, had he been consulted. Indeed, it may be doubted whether the Postmaster General would not have stopped the mail, if it could not have been transported at a less expense; at any rate, this was a question which should have been submitted to him. The committee cannot, therefore, sanction the conduct of the contractor in incurring such an amount of expense upon his own opinion of public policy. They believe, however, that, under the circumstances of this case, he ought to be allowed some compensation beyond the amount secured to him by the contract, as he has undoubtedly rendered services not in the contemplation of the parties when the contract was made, and from which the public has been benefited.

The committee are unable, from the proof in the case, to determine what the amount should be; they therefore recommend the passage of a law authorizing the Postmaster General to settle with the contractor upon the principles of equity, and allow him such a sum as, in his opinion, may be just, under all the circumstances attending the case.

The postmaster states that, owing to Indian war, and to the distance of the route, it was necessary to employ a contractor to carry the mail from San Pablo to Jacksonville, Florida, and to return to San Pablo in Jacksonville, Florida, and to be supplied regularly; the former (St. Mary's) was a week, the latter (St. Mary's) was a week. The compensation was to be \$250 for every quarter of a year during the continuance of the contract.

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