

IN SENATE OF THE UNITED STATES.

JANUARY 10, 1843.

Submitted, and ordered to be printed.

Mr. MILLER made the following

REPORT :

*The Committee on the Post Office and Post Roads, to whom was referred the petition of Daniel Murray, surviving partner of Murray & Spencer, beg leave to submit the following report :*

That on the 29th of September, 1838, the Postmaster General accepted the proposals of Messrs. Murray & Spencer for carrying the United States mail on route No. 2,055, from Raleigh, North Carolina, by way of Haw river, or by way of 'Trollingers, to Greensboro', daily, in four-horse post-coaches, for \$3,740 per annum. On the 27th October, 1838, and before the execution of the contract by Murray & Spencer, the Department determined to divide the service upon the said route, so as to run half the trips by Haw river, and the other half by Trollingers, and the contract was so drawn up and sent to Murray & Spencer for execution. On the 1st of March, 1839, Murray & Spencer, by letter, acknowledged the receipt of the contract, but declined executing it for the reason that it required an alteration of the trips between Haw river and Trollingers, which would subject them to the expense of an additional team over and above double-stocking one of the roads.

To this the Department answered, insisting upon the service as specified in the contract, and on the 27th of May, 1839, Murray & Spencer executed the said contract, and have ever since performed the service as therein specified.

The petitioner now states, that by reason of the additional service required by the contract over that named in the proposals, they have been put to the expense of two additional teams, &c., and they therefore ask Congress to make them compensation, &c.

It appears to the committee, from the facts of this case, that Messrs. Murray & Spencer have performed no service beyond what they were bound to perform under their agreement. They were fully aware of the nature of these services at the time they entered into their contract, and after mature deliberation, they undertook to perform them for the compensation named. The disparity between the proposals and the contract would have justified them in rejecting the latter, but having accepted the contract they must now be bound by its terms. To grant additional compensation now, would be in effect to alter a solemn contract of the parties, without having any facts or circumstances other than those known to the parties at the time, to justify such alteration.

The petitioner further states, that Murray & Spencer were induced to enter  
Thomas Allen, print.

into the contract by a verbal understanding had at the time with the Department, that there should be a daily line from Greensboro' to Salisbury, which would increase the travel on their line between Raleigh and Greensboro', and that the Department did not comply with this understanding.

If this understanding had been pleaded by the petitioner, or admitted by the Department, it might have afforded an equitable ground for relief, but all knowledge of such understanding is denied by the Department, no note or memorandum in relation to it can be found, and the petitioner having offered no evidence in support of it, the committee think that the parties must be left to stand upon the original contract. Therefore,

*Resolved*, That the prayer of the petitioner ought not to be granted.

### REPORT

The Committee on the Post Office and Post Roads, to whom was referred the petition of Daniel Murray, against the action of the Department, do hereby report: That on the 20th of September, 1832, the Postmaster General accepted the proposal of Messrs. Murray & Spencer for carrying the United States mail on route No. 8,055 from Raleigh, North Carolina, by way of Hills river, or by way of Tarboro', in North Carolina, daily, in four days, for the sum of \$3,440 per annum. On the 21st October, 1832, and before the expiration of the contract, Murray & Spencer, the Department determined to divide the route upon the said route, so as to run half the route by Hills river, and the other half by Tarboro', and the contract was so drawn up and sent to Murray & Spencer for execution. On the 1st of March, 1833, Murray & Spencer, by letter, acknowledged the receipt of the contract, but declined executing it for the reason that it required an alteration of the route between Hills river and Tarboro', which would subject them to the expense of an additional team over and above double-tracking one of the routes. At this the Department answered, insisting upon the service as specified in the contract, and on the 27th of May, 1833, Murray & Spencer executed the said contract, and have ever since performed the service as therein specified. The petitioner now states, that by reason of the additional service required by the contract over that named in the proposal, they have been put to the expense of two additional teams, &c., and that therefore ask Congress to make them compensation for the same. It appears to the committee from the facts of this case, that Messrs. Murray & Spencer had performed no service beyond what they were bound to perform under their agreement. They were fully aware of the nature of the service at the time they entered into their contract, and did make their deliberation, they understood to perform them for the compensation named. The discrepancy between the proposal and the contract would have justified them in rejecting the latter but having accepted the contract they must now be paid by its terms. To grant additional compensation now, would be in effect to alter a solemn contract of the parties, without having any facts or circumstances other than those known to the parties at the time, to justify such alteration. The petitioner further states, that Murray & Spencer were induced to enter