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PUBLISHER'S PAGE

Summer 2000

Greetings of the season, dear readers! Cath and I wish you the best of sun-filled days and balmy nights. May the pleasant aspects of the season bring you many happy hours to relax in the garden or at the beach, pursue that elusive trout or bass on a mountain stream or at the lake, and find new joys in following the infinite paths of our mutual hobby—postal history.

Cath and I will be travelling to Providence, Rhode Island, in August for STAMPSHOW 2000. This will be Cath's first trip to New England and my first visit in nearly forty years. We look forward to renewing many old acquaintances and meeting some of you, our readers, for the first time. We'll be staying at the Westin, adjacent to the Rhode Island Convention Center, and you should be able to contact us there or through James E. Lee at the bourse.

Subscribers' Auction Number 65, which closed at the end of March, was, by far, the most successful in terms of percentage of lots sold and prices realized that we have conducted for the past two years. Competition was keen on several lots, and a complete listing of prices realized is available on-line at www.la-posta.com. Auction Number 66, which will close to phone and email bids on July 25th, contains some very exciting pieces and we are optimistic that it, too, will prove highly successful.

Readers are urged to consider submitting lots for the next Subscribers' Auction—Number 67, which will be held in the fall. You may send up to 30 lots to us at P.O. Box 100, Chatsworth Island, NSW 2469 Australia. We recommend that you send your consignment in a USPS Global Priority stiff mailer. The postage rate for Global Priority mail to Australia is typically \$5 to \$9, depending upon weight. We have received dozens of USPS Global Priority packets over the past two years without a single lost shipment. Normal transit time from the US is 7-10 days, and we will send an arrival confirmation immediately upon receipt. We recommended that you note the contents of your packet as being "cards/covers for research and study" on the green customs tag (if it is required by your post office).

We are pleased to present a *first* in this issue of *La Posta*. For the first time, we feature contributions by both a wife and husband in the same issue of the journal. **Don Evans** leads off the July issue with the first of what is expected to be a

three-part series based upon his award winning exhibit of postal history associated with the early years of aviation in southern California. Don, a retired officer in the U.S. Air Force, has graciously consented to supplement his exhibition pages with additional historic details in order to provide us with a more complete picture of the growth of aviation and air mail service in the region.

Alyce Evans, a longtime *La Posta* contributor on the subject of West Virginia Doane cancels and former editor of the *U. S. Cancellation News*, recently shared with me some pages from her current West Virginia research project. I found them to be very interesting and asked if she would mind if some examples were placed in *La Posta* from time to time.

Alyce's research effort is truly monumental. For the past 15 years she has been assembling pertinent information from the date of Statehood to recent times, on all of the approximately 5000 West Virginia post offices. She has accessed Post Office Department archives, newspaper articles, gazetteers, and other sources to provide a comprehensive picture of the post offices, the postmasters and the towns where they were located. Covers and postcards from a majority of the towns, and early photographs and corollary material are included as an important part of this work.

She has filled to date 155 large notebooks with information and postal material, and while this is obviously too much for *La Posta* to handle, I have suggested that it would be interesting and useful to our readers to see some examples of this research, as space permits, in this and future issues. Alyce agreed to this with the caveat that it should be understood these excerpts from her research papers are all in initial draft form, and that they are not up to the standards generally required by her for publication.



The general format is a page of statistical information concerning the post office with an example of a cover or postcard, followed by a page showing tracings of the site location maps, and signatures of various postmasters to compare handwriting with postal examples. Additional pages contain more covers, biographical information on postmasters and residences, photographs and other corollary material. Because of space limitations, only a few pages each from selected towns will be shown, and we begin in this issue with Arthurdale. Alyce welcomes any correspondence and information concerning this project, and can be reached on-line or at PO Box 286, Bonsall, CA 92003.

In addition to the Evans', we are pleased to welcome two additional new authors to the pages of *La Posta*. **Seely Hall** of Juneau, Alaska, a long-time collector and student of Alaskan postal history, introduces us to the various kinds of straight-line townmarks which have appeared on covers originating in the Last Frontier. Seely's research, like that of Don Evans, was developed around his exhibit featuring Alaskan straight-line postmarks. I was pleased to be able to participate with Seely in presenting his research as an article designed to assist readers in differentiating among the various types of straight-line town marks found on Alaskan covers and cards.

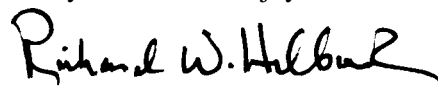
Richard Wyman, a retired geologist with a keen interest in mining towns, takes us on an historic tour of the boom town of Oil Diggins in northern Ohio. Although not widely known among today's residents of the Buckeye State, oil discovered in the area just prior to the Civil War touched off a "wild west" style land rush. One result was the creation of some elusive postmarks.

Bob Stets makes a reappearance as an author in this issue after an absence of too many years. Bob has been a very active author and researcher in recent years producing numerous projects involving postal history of South Carolina and the earliest years of the United States. We are delighted and honored to present Bob's byline once again as he tells us of a very short-lived Philadelphia area post office from the mid-twentieth century.

Mike Ellingson continues his ground breaking catalogue of North Dakota territorial postmarks with Nelson and Oliver counties in the current issue. **Randy Stehle** returns to the subject of charity labels as auxiliary messages on mail with an examination of some recent discoveries. **Dan Meschter** concludes his multi-

part serial on transmountain mail routes with a discussion of the Chorpenning Claim. **Michael Dattolico** invites us to join him in having a bit of fun with postal history as he delves into some covers associated with those most secretive of Cold Warriors—the spies. Finally, **Tom Clarke** considers some unusual sources of postal history as he examines some very early publications found, of all places, on the internet.

All in all, we have quite an interesting and varied lineup of subjects in our July issue. I trust everyone will find at least something to pique their enthusiasm and modestly increase the enjoyment of a summer day.



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The following individuals have expressed an interest in corresponding with other collectors via e-mail. Names are followed by specific interest (where known) and complete e-mail address. If you would like to join this list in future issues of *La Posta*, send us a note via e-mail at helbock@la-posta.com

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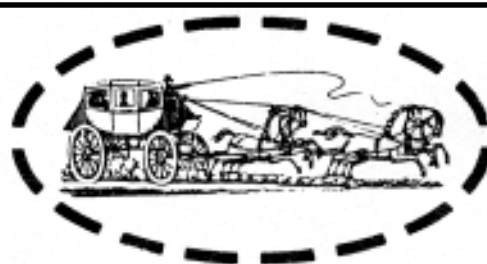
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Very Modern Postal History

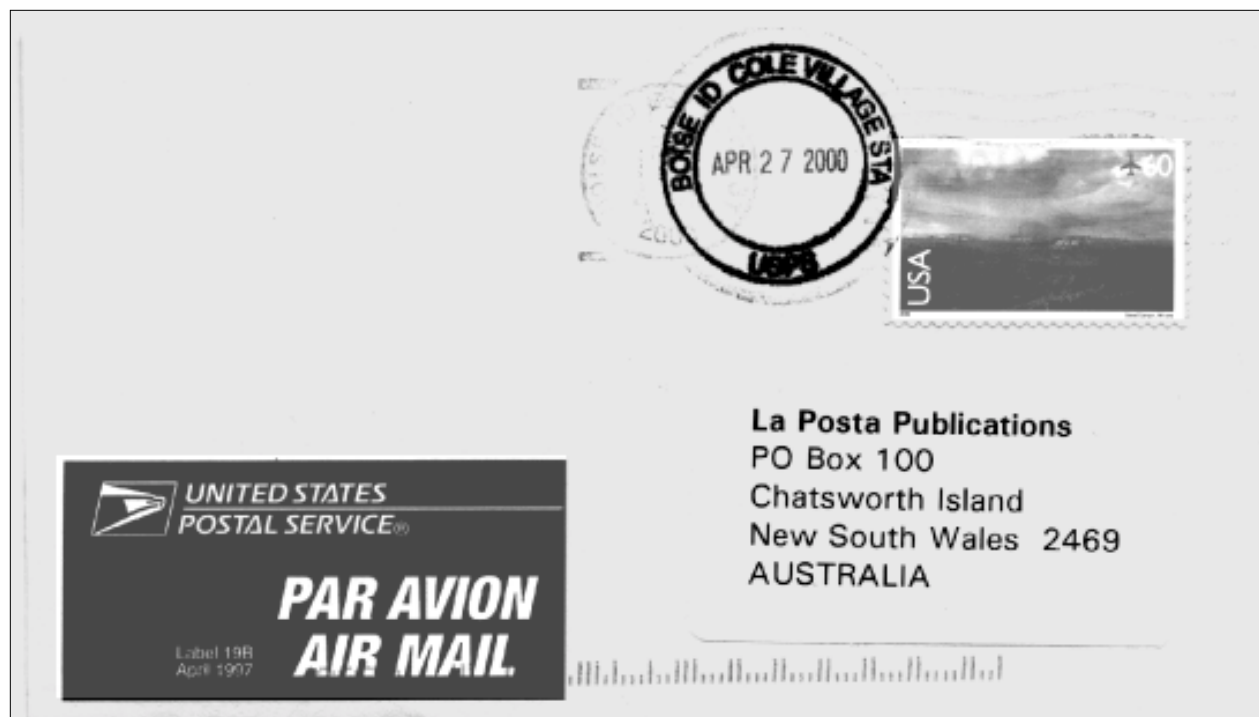


Figure 1. A cover from yesterday's mail. Almost literally.

By Richard Helbock

We postal historians are often fond of saying things like, “postal history is constantly being made” and “tomorrow’s postal history can be found in today’s waste baskets” and “always look at the back of a cover.” Well, the truth of such platitudes came home impressively as I checked the mail arriving in our box on May 16th. Among the items of *La Posta* and personal correspondence was the cover illustrated in **Figure 1**.

Mailed by a subscriber in Boise, Idaho, this cover had been thoughtfully posted at a contract station where the new 60¢ Grand Canyon commemorative was lightly tied by a clearly struck magenta dcds of April 27th. The sender had neatly applied a blue and white USPS air mail label at lower left.

Quite naturally, when the cover reached the Boise sorting center, someone ran it through the cancelling machine, which was—fortunately—nearly out of ink and left a rather light impression. Presumably, the bar code which appears along the bottom center of the cover—below the printed address label which clearly reads “AUSTRALIA”—was applied by a piece of high-tech USPS machinery and the cover was shuttled out the door in a mail sack bound for the Boise airport.

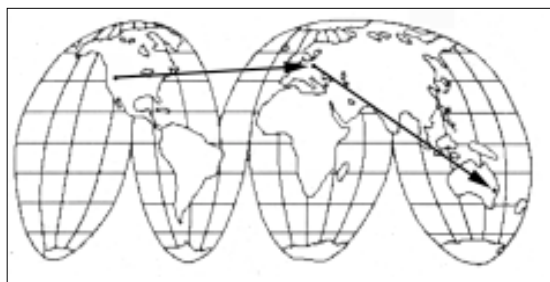
At this juncture something truly amazing happened which turned this attractive, but somewhat ordinary cover bearing payment for auction lots, into a rather unusual piece of modern American postal history.

Someone or something—my guess is it was one of those willful Optical Character Readers (OCR) who love to play practical jokes like sending our mail to towns with similar, but definitely different ZIP codes—decided that the cheapest, quickest, most efficient way to transport this letter from Boise to the east coast of Australia was by way of Poland!

Maybe no one really decided this and it just happen by accident. Perhaps it was because part of the bar code was applied over the blue and white air mail label. Who knows? At any rate, as the backstamp on this cover clearly indicates (figure 2) it arrived at the WARSAW post office on May 5th. The kind (and possibly amused) Polish postal officials sent it on its way to us and it arrived on May 16th, 2000. Great piece! Thanks guys.



Fig. 2



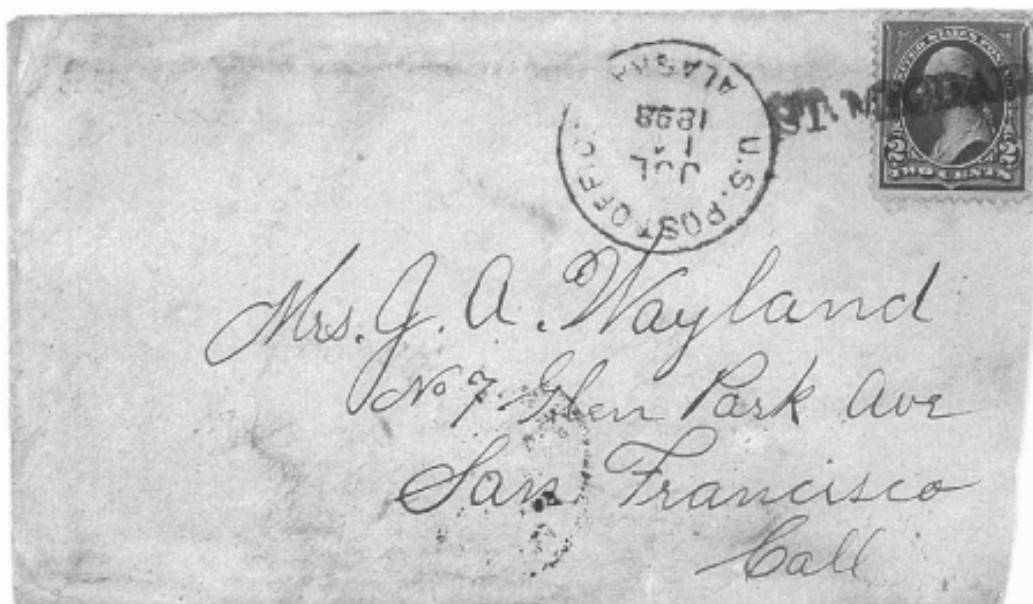


Figure 1 Saint Michael straight-line, provisional use together with “U.S. Post Office Alaska” postmark of Jul 14, 1898. The “U.S. Post Office Alaska” postmarks were taken to the territory by post office department inspectors during the gold rush who were instructed to open new post offices as the need arose. These special postmarks were used at the new offices until the regulation cancels arrived. The postmaster or postmistress would use them and add, by either manuscript or straight-line, the name of the town if they wished. A majority did so. This cover is late in the provisional use period of Saint Michael. The first known use of the government issued postmark device for Saint Michael is Jul. 30, 1898. These combination use cancellations from any Alaskan Town are very scarce. Backstamped Seattle Wash Jul 25, 1898 transit and partial San Francisco Rec’d Jul 28, 1898 in black.

Straight-line Postmarks and Cancellations of Territorial Alaska

By Seely Hall, Jr. and Richard W. Helbock

Straight-line postmarks have long held a particular appeal for collectors. Perhaps it is the stark contrast of a simple line of type conveying town, state and date information compared to the more typical circular arrangement of this data which causes the fascination. More likely, however, it is the fact that straight-line postmarks from U.S. offices are widely recognized as being uncommon, and, in many cases, are known to be rare.

Post offices in territorial Alaska occasionally used straight-line postmarks. As elsewhere in the United States, their use was uncommon on normal first class mail, but there were a few special circumstances regarding Alaskan post offices which have tended to favor the use of various kinds of straight-lines. The purpose of this article is to describe the types of straight-line postmarks known from Alaska Territorial post offices with reference to those special circumstances which have encouraged them.

Provisional Straight-lines

Alaska, as everyone knows, is a very large geographic area lying far to the north of the “Lower 48”. It was acquired by the United States in a purchase from Russia in 1867, and governed first as a *district*, and then as a *territory* until finally being admitted as a state in 1959. These facts lead directly to two of the special circumstances surrounding Alaskan post offices which encouraged the use of straight-line postmarks and indirectly to a third circumstance.

Alaska’s remoteness meant that supply lines for post office equipment—including postmarks—were very long, and in the 19th and early 20th centuries that often meant delays of several weeks, or even months, in procuring supplies. The Baldwin post office was authorized in early October 1905, but we know from an existing piece of mail that its postmaster was still postmarking his mail in manuscript in February 1906, and probably didn’t receive his first government issue postmark until that spring or summer. Baldwin

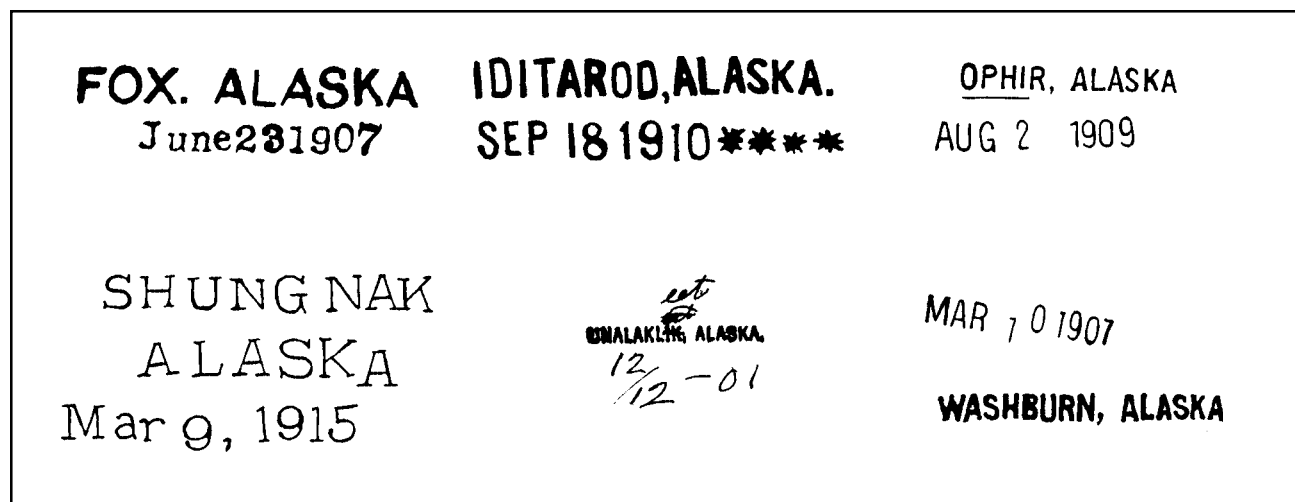


Figure 2. A sampling of Alaska's provisional straight-line postmarks from the territorial period.

post office was located on Prince of Wales Island in Alaska's southeast, and as such was relatively accessible to the main supply lines. A post office authorized in a remote area of Alaska in the early 1900s might wait four to six months for its first handstamp postmark from Washington, D.C. Some postmasters, who tired of writing the name of their office and the date to postmark mail originating there, constructed simple handstamp postmarks. A few of these were in the form of straight-lines of type.

Alaskan provisional straight-line postmarks all are believed to have had very short lifespans. They were created from available materials, some fairly primitive, and intended as an expedient to be used only until official equipment came to hand. Very few examples of these provisionals have been reported from Alaskan offices. Many are unique.

Two post offices—Nome and Saint Michael—are known to have used straight-line provisionals during the late 19th century gold rush era. The Saint Michael straight line was used in conjunction with the generic "U.S. POST OFFICE/ALASKA" steel handstamp issued by Postal Inspectors opening new post offices on the Yukon in 1898-1899 (Figure 1).

Early 20th century provisional straight-line postmarks have been discovered from a handful of Alaskan post offices including Engineer, Fox, Iditarod, Ophir, Salchaket, Shungnak, Unalakleet and Washburn. Figure 2 illustrates the variety of design shown by some of these postmark, and figures 3 and 4 illustrate pieces of first class mail bearing provisionals from Iditarod and Salchaket respectively. Figure 5 illustrates an interesting modern provisional straight-line.

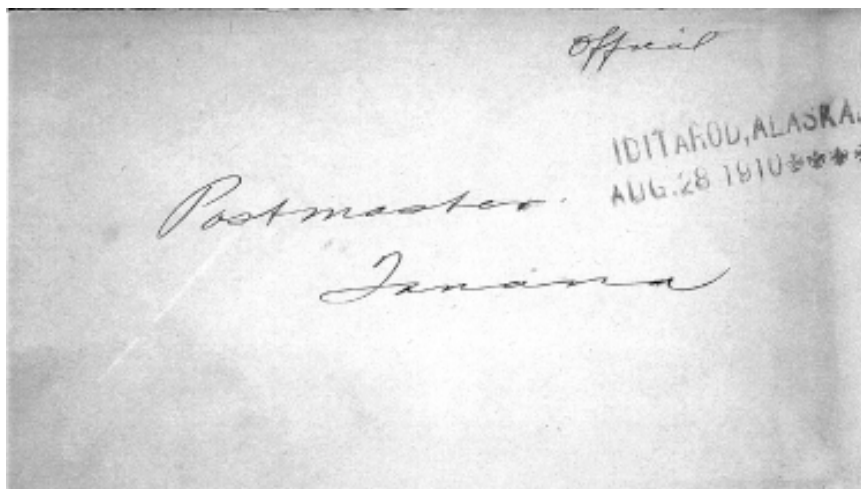


Figure 3 Iditarod straight-line, non-governmental provisional cancel of Aug. 28, 1910 on a manuscript official envelope, also unofficial. This was used pending arrival of the government issued circular four-bar first known used on Nov. 12, 1910. The decorative stars are known in various positions and the straight-line is known in blue. It appears that the supply of "official" envelopes had not reached Iditarod either. The Iditarod straight-line provisional use is perhaps the most often seen. Backstamped with a Tanana Alaska rec'd postmark Sept. 16, 1910 in black.

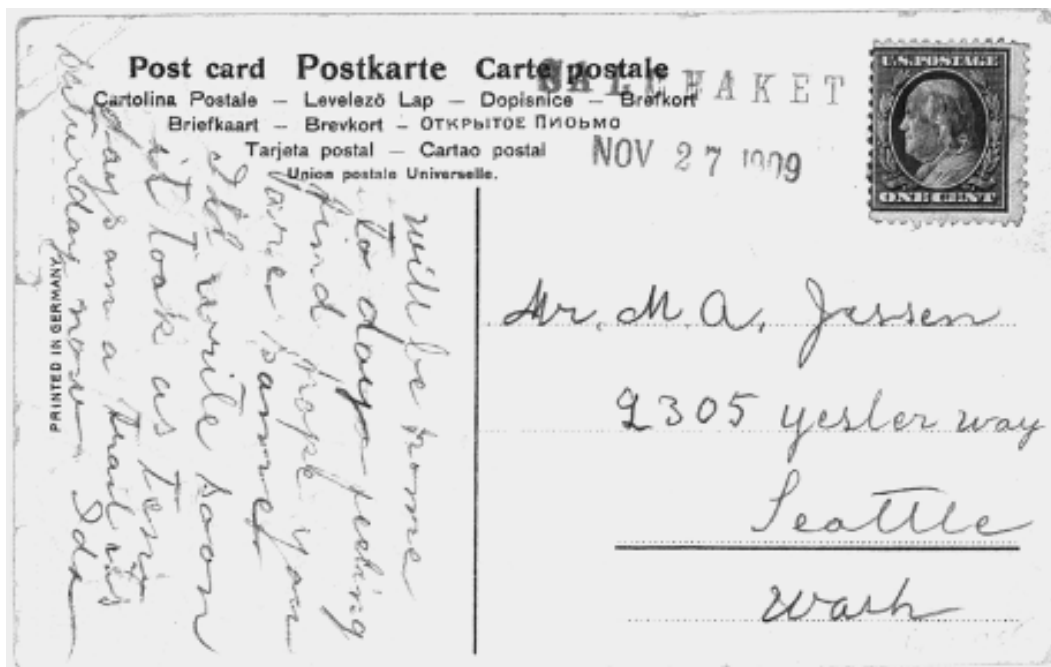


Figure 4 Salchaket Alaska, a recently discovered provisional use of a two line straight-line. There is a very faint lettered cancel on the stamp, possibly "Alaska". This postmark is pale purple. A provisional manuscript postmark is known of Oct. 14, 1909. The first government circular four-bar is recorded on Nov. 2, 1910. At present this straight-line of Nov. 27, 1909 is the only one reported from Salchaket.

Emergency Straight-lines

Alaska's territorial period lasted ninety-two years. This was by far the longest period of territorial status experienced by any state thus far admitted to the

United States. When this very long period of territorial history is combined with the elements of a rugged northern climate, vast distances with limited high speed transportation, and an immensely long supply

line from postal headquarters, it means that many territorial postmasters were forced to fall back on their own resources in time of duress. Over the years fires, floods and other calamities combined with simple misplacement to render postmarking equipment either permanently or temporarily unavailable. In such cases, postmasters fell back on the tried and true methods of postmarking their mail by manuscript, constructing some type of home-made postmark or using whatever handstamp was available.



Figure 5 This is a provisional straight-line overprint used to block out Naptowne on that town's circular four-bar postmark. This is a philatelic cover canceled on the day the name was changed from Naptowne to Sterling. It may be assumed that the postmistress created this overprint postmark to fill requests for Sterling First Day Covers. Apparently she had not received the new postmark for Sterling. The first reported use of the Sterling postmark is Oct. 6, 1954. This cover is the latest known date for a provisional territorial straight-line postmark.

Emergency or Improper Use of POD Handstamps

While no emergency straight-line postmarks specifically created to fill an equipment gap have been reported from Alaska, there are a few cases of emergency manuscripts and more than a few instances where POD handstamps issued for other purposes have been used as *emergency* postmarks on first class mail. Some of these handstamps took the form of straight-line markings. *Figure 6* illustrates the upper right portion of a large first class envelope on which the stamp paying postage has been canceled by a boxed straight-line hand stamp intended for parcel post marking. Since there is no date information, this handstamp does not meet the basic requirements of a postmark.

Figure 7 illustrates an other improper use of a boxed straight-line to cancel first class mail, although in this case the postmaster or clerk added a straight-line date stamp to comply with the basic requirements of a postmark.

Figure 8 illustrates the proper use of a boxed parcel post straight-line to cancel a stamp on a card. This card was attached to a package which carried films.

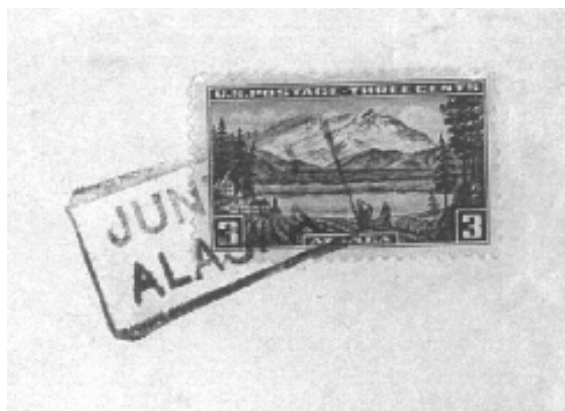


Figure 6 Juneau government issued boxed straight-line, incorrectly used presumably in the 1940s.

Since the package was not mailed first class, the cancellation did not have to conform to the requirements of being a postmark.

Figure 9 illustrates another form of straight-line postmark applied by the Ketchikan office to cancel a pair of one cent Defense stamps on an oversized envelope containing merchandise. Here the mail is not first class, and the use of such an undated marking of this type on second, third or fourth class mail was appropriate.

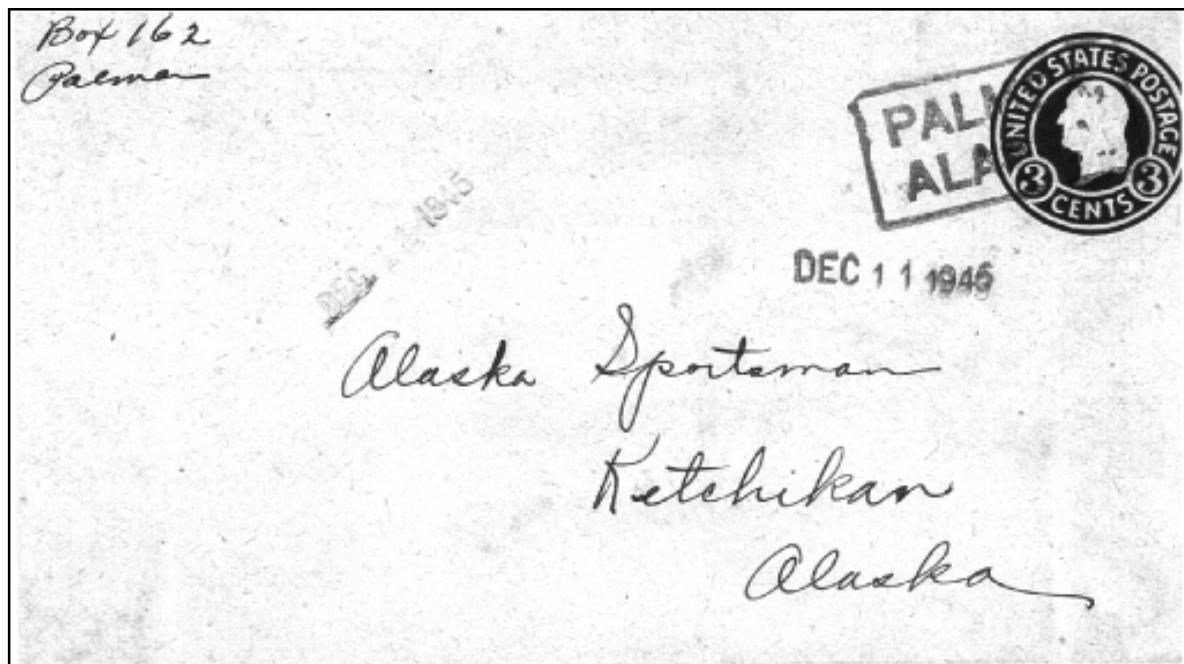


Figure 7 Palmer Alaska boxed straight-line, black, incorrectly used. Two date stamps in bright blue, Dec. 11, 1946, assumed mailing date.

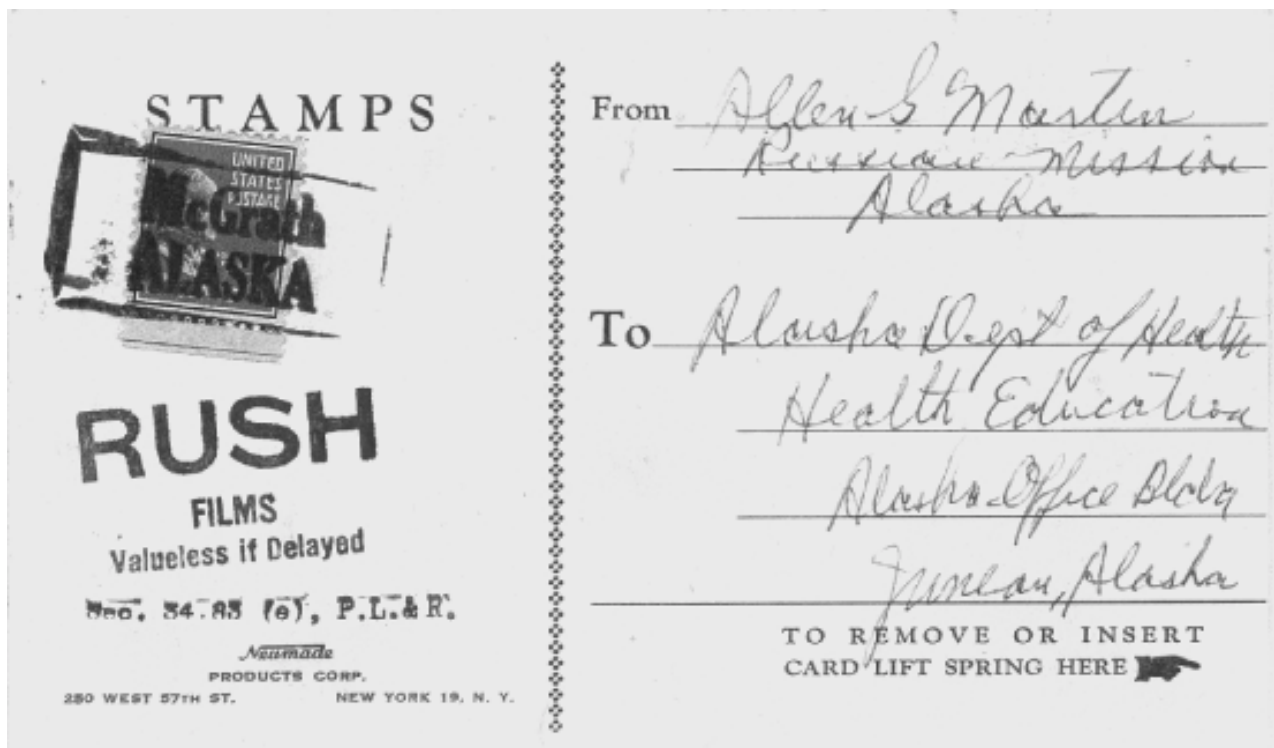


Figure 8 A correctly used boxed straight-line cancels a 10 cent Prexie paying the fourth-class special rate from McGrath. The reverse side of this card bears a Juneau circular four-bar of Jan. 17, 1958, addressed to Russian Mission, Yukon River, Alaska.

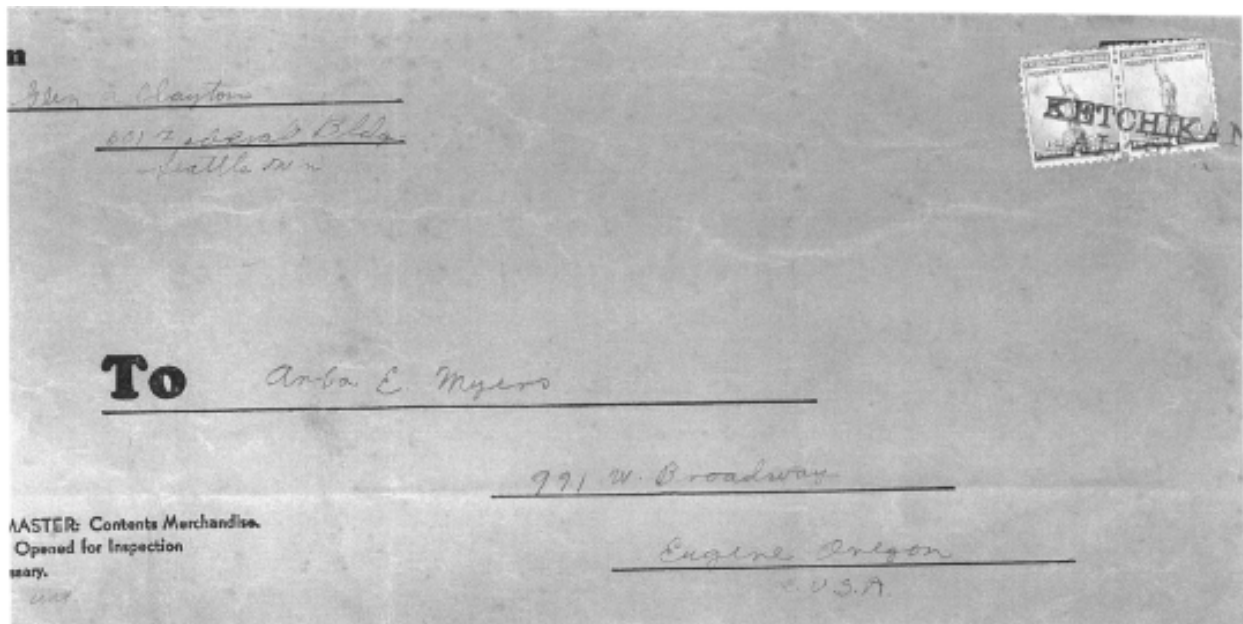


Figure 9 Ketchikan Alaska two line straight-line in black used on a very large envelope containing merchandise. Stamps used on third-class mail were properly canceled using handstamps of this type.

The straight-line illustrated in *Figure 10* was used by the Eastchester Branch of the Anchorage post office for a time in 1953. Its legitimacy is doubtful in terms of postal regulations. Obviously there is no indication of a date in the marking as the first class nature of this cover would require, but mistakes are made from time to time.

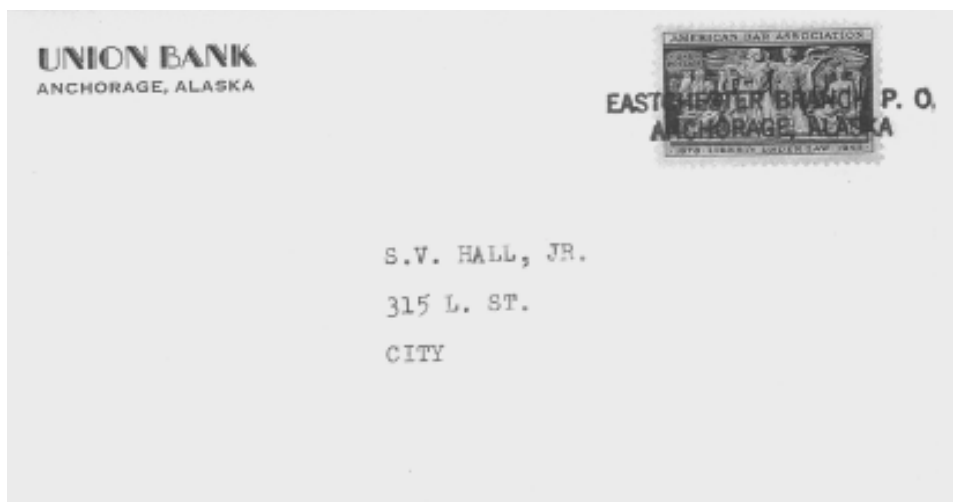


Figure 10 Eastchester Branch P.O. Anchorage Alaska—a philatelic cover. This magenta straight-line was used sparingly in 1953 at the discretion of the postal clerk.

Figure 11 illustrates an emergency use of a simple one line date stamp to cancel a first class three cent stamped envelope in Anchorage. This is obviously an improper postmark, lacking the critical ingredient of where the mail was canceled.

Figure 12 shows a 3 cent postal card cancelled with a straight-line Anchor Point, Alaska. This card raises the third of the special circumstances associated with Alaskan territorial post offices which favored, to some extent, the use of straight-line postmarks. The fact that Alaska experienced territorial status for so many years combined with the romance of the area

as America's last unexplored frontier attracted an unusually large number of postmark collectors from the 1930s onward to write Alaskan postmasters requesting examples of their postmarks. Some postmasters, wishing to accommodate the collectors, manufactured unusual covers sporting odd and colorful postmarks, cancels and event pictorial cachets. These covers, produced as favors to eager collectors, have survived in great number to this day and represent an interesting, if somewhat dubious, part of the postal history of the state. The postal card shown in *figure 12* was obviously a philatelic favor,

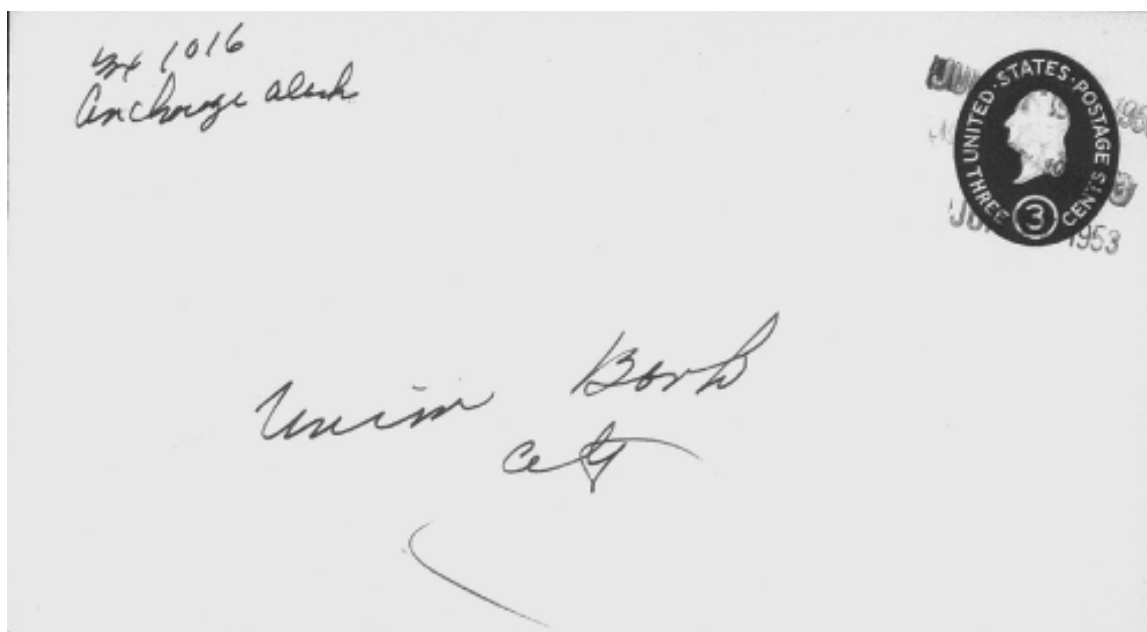


Figure 11 Anchorage straight-line, date only, in magenta, June 1953. Assumed used having missed application of a regular postmark.

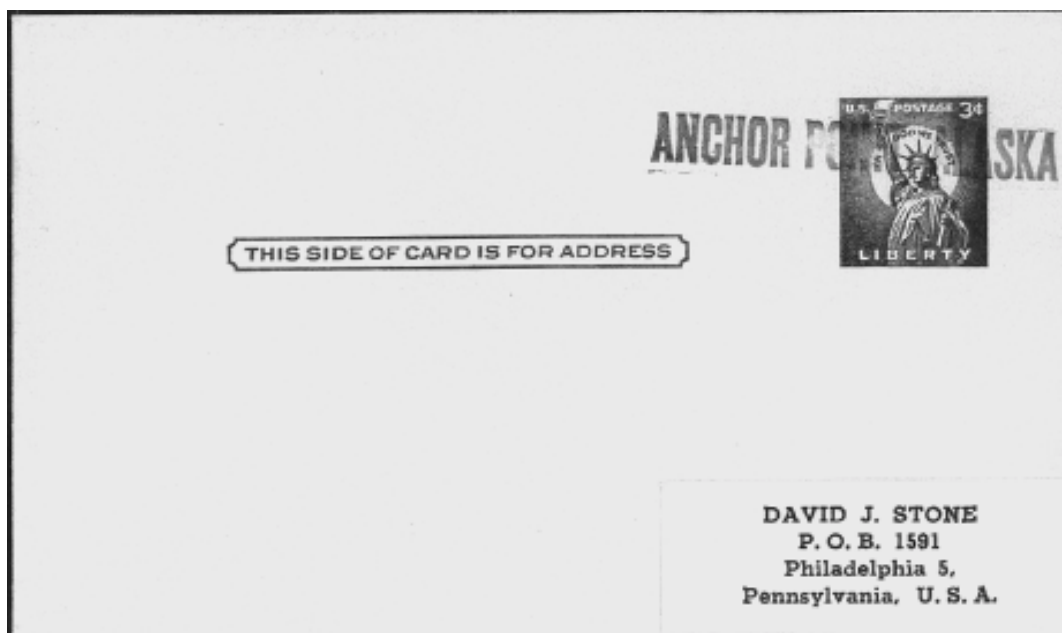


Figure 12 Anchor Point, Alaska straight-line from 1958, a philatelic cover.

and the question is, does the Anchor Point straight-line exist as a postmark on any other first class mail which was not produced as a favor to a collector?

Straight-line Registry Markings

Perhaps the most common way that straight-line postal markings are encountered on Alaskan territorial covers is on registered mail. This is not intended to suggest that registered covers from Alaska Terri-

tory are common, but many of those that exist do display one form or another of straight-line handstamp. Registered mail required that postmasters apply postmarks, that is, handstamps bearing the name of the post office and date, to the reverse (non-address) side of the envelope. The stamps, typically affixed to the address side of the envelope were to be cancelled with markings other than postmarks. Larger post offices were issued special handstamps

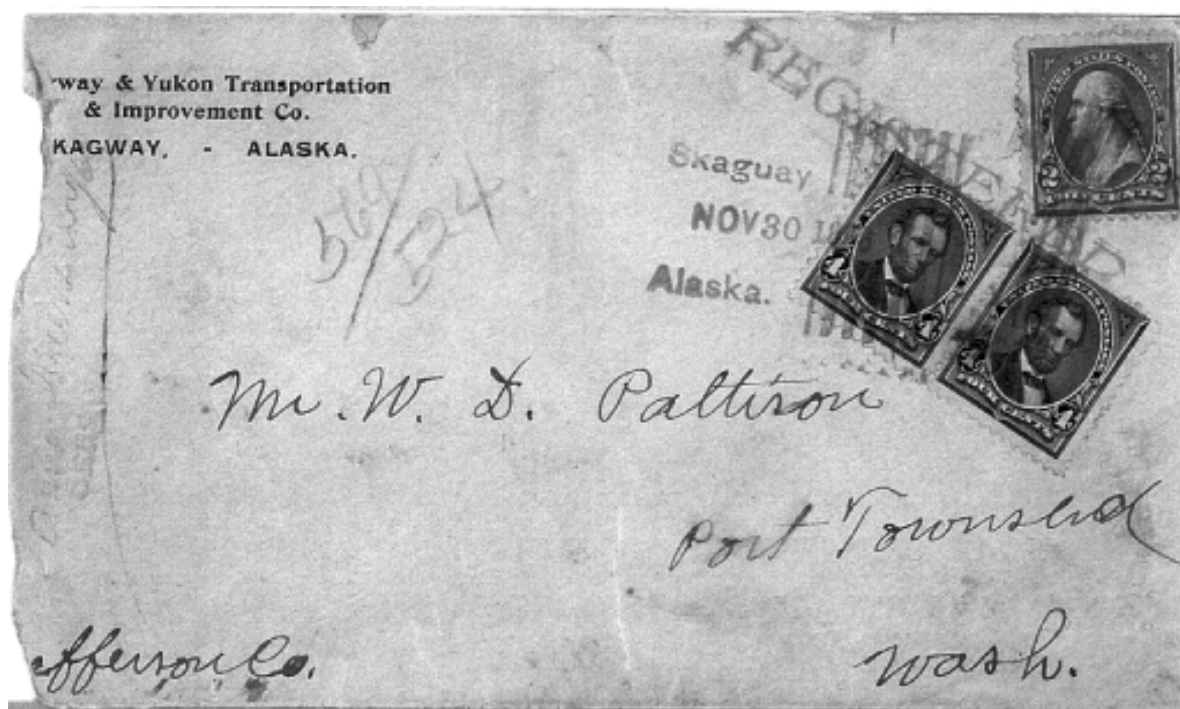


Figure 13 Skagway, a straight-line, three line postmark with vertical bars of Nov. 30 1898, plus "Registered", all in purple. Note the spelling "Skaguay". This is the earliest reported cover with this type of postmark, others are dated in 1899. There is a backstamp in green, a three line straight-line Registered Dec. 12, 1898 Port Townsend Wash.

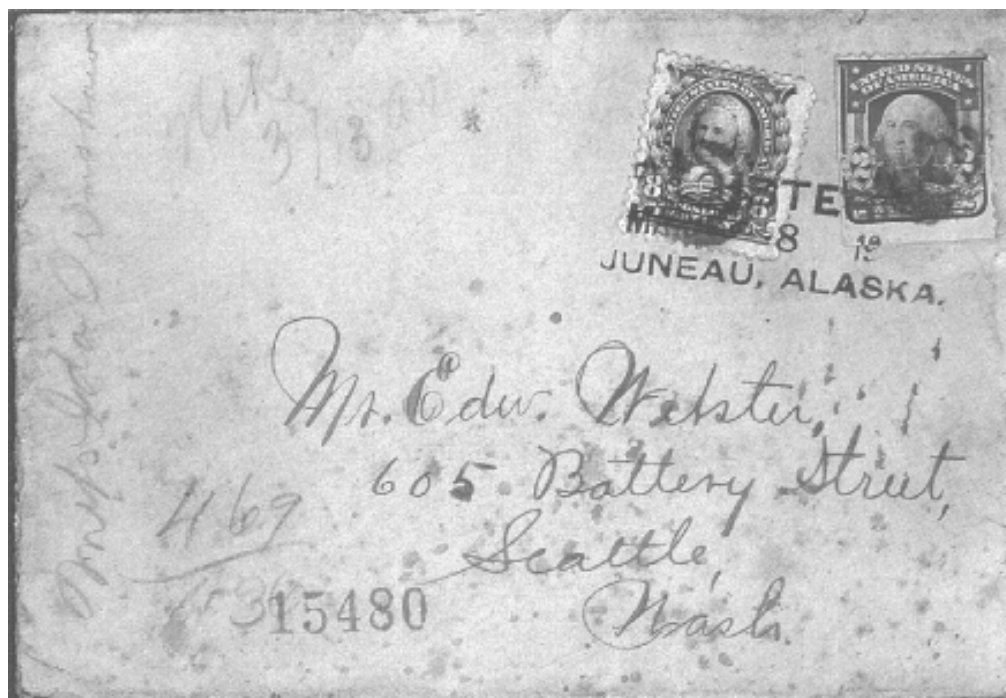


Figure 14 Juneau magenta three line registered straight-line postmark of Mar. 13, 1905. Each stamp is canceled with a black target killer normally used in the 1890s. This postmark was used for registered mail and identification purposes. The only backstamp is a Seattle Wash. Registered DCDS of Mar. 13, 1905. Other Juneau straight-lines of various types are known used in 1886, 1887, 1894, and 1901.

which read “Registered”. Smaller offices were to use parcels post cancels, or, if none were issued, the cancel portion of their four-bar handstamps to obliterate the stamps.

Figure 13 illustrates a dedicated straight-line handstamp used at the Skagway post office in 1899. Note the misspelling to the post office in the handstamp and the use of an additional straight-line handstamp reading “REGISTERED.” *Figure 14* illustrates the use of a dedicated straight-line

handstamp for registered mail. Note that the stamps have been cancelled with target cancels using a different color ink.

Figure 15 illustrates a selection of boxed straight-line parcel post cancels used by various territorial offices to cancel stamps paying postage and registration. Such uses were entirely proper, and the reverse side of each of these covers should have displayed dated postmark impressions.



Figure 15 Boxed straight-line parcel post cancels were used by larger Alaska post offices to cancel stamps applied to the address side of registered envelopes.

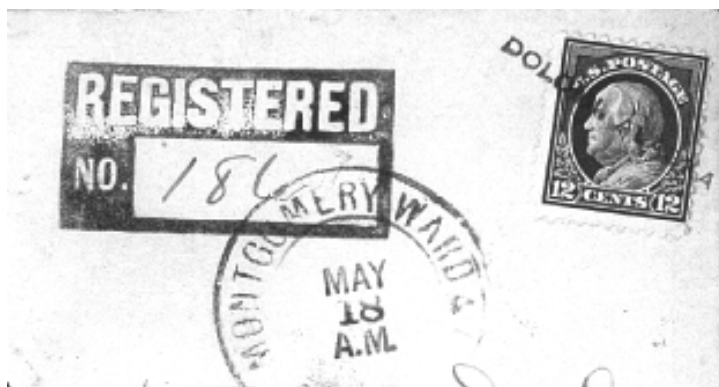


Figure 16 Dolomi magenta straight-line used May 3, 1920. Back stamped with three circular four-bars in black plus a Chicago Ill. DCDS [Double Circle Date Stamp] of May 18, 1920 in magenta. Apparently Dolomi did not have a registry postmark.

Figure 16 illustrates a portion of a registered cover from Dolomi. Dolomi was a small post office that operated from 1900 to 1926. It was probably never issued a parcel post cancel, and the postmaster here used a straight line of unknown origin to cancel the 12 cent stamp paying postage and registration.

Figure 17 illustrates registered covers from Ketchikan and Unga which have used straight-line handstamps reading “REGISTERED” to cancel the postage on their address side. The Ketchikan cover has two double-circle registry postmarks on its reverse, while the Unga cover displays two Seward registry postmarks. Small post offices were typically not issued designated registry postmarks. Some applied their normal first class postmarks, but in other cases proper backstamp postmarking was left to neighboring larger offices possessing dedicated registry markings.

Summary

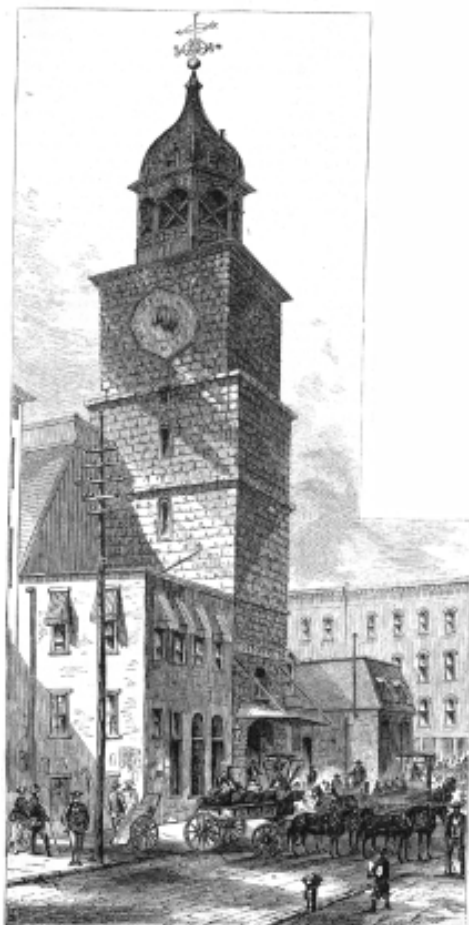
Straight-line postmarks which have survived from Alaska Territory are not commonly found, but those that do survive may be seen on several different types of covers. The most desirable of the Alaska straight-lines are the provisionals, which were made locally for the purpose of applying a postmark until they could be replaced by an official handstamp. Should any emergency straight-line handstamps be



Figure 17 Registered covers from Ketchikan and Unga with straight-line “REGISTERED” cancels.

found from Alaskan offices they too would rate as highly desirable postal history artifacts. Straight-lines created by the misuse of parcel post, or other POD handstamps are interesting, particularly if there use can be demonstrated to have arisen from a legitimate need as opposed to making a favor piece for a collector. Collectors interested in straight-line markings on cover should be aware that postal regulations did not require the same conditions for canceling stamps on second, third and fourth class mail as they did on first class mail. What appears to be a straight-line postmark on a third class envelope did not need to conform to first class regulations. Registry straight-lines are, in reality, a separate subject. Their origin is due to a specific service—registry—which had its own rules and regulations regarding postal markings above and beyond the normal first class mail.

This article is based on an exhibit prepared for show in PANEX XXXIX (Gastineau Philatelic Society), April 24-25, 1999. It was entitled *Territorial Straight-Line Cancellations*.

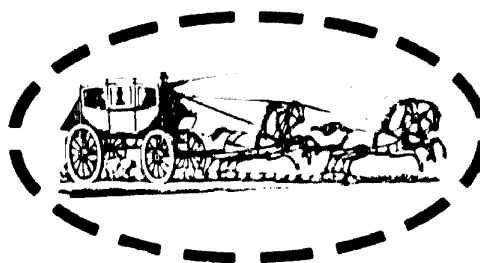


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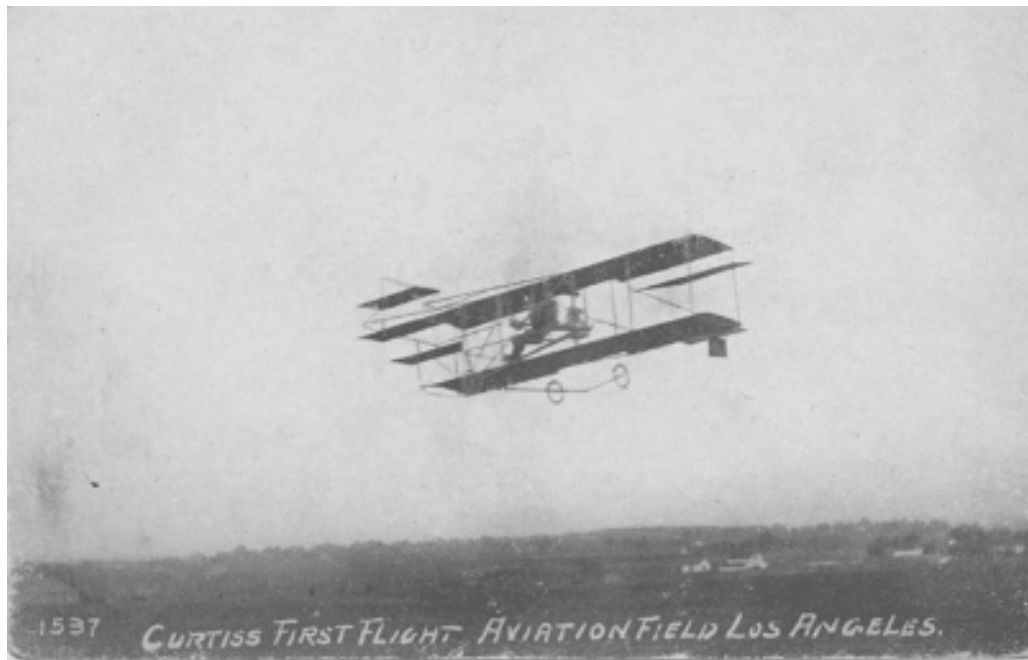


Figure 1 A vintage postcard photo of Curtiss in his Reims Racer passing the grandstand at Aviation Field Los Angeles.

Early Air Mail and Aviation in Southern California

By Don L. Evans

Chapter I: The Pioneer Years (1910-1911)

Southern California has been mostly overlooked with respect to postal history from the early years. Much of this neglect is due to the comparative rarity of covers from the period between 1850 and 1900, and the difficulty in assembling a critical mass of information and interesting examples to discuss or display.

Fortunately this is not the case with 20th century covers and postcards related to the development of aviation and airmail. The enthusiasm of the populace and the activity of air mail philatelic groups provided a multitude of examples related to pioneering aviation activities. The public and philatelists enthusiastically documented almost every new facet of airplane development and the idea of mail being delivered by these new vehicles that could ride the air from coast to coast captured everyone's imagination. By the late 1920s, Southern California had more airports and handled more air mail than any other region in the world.

In this series of articles, interesting aspects of early aviation development and flying will be presented from the aspect of historical philately. Contemporaneous or commemorative covers and postcards that illustrate these events will be presented along with the stories of the activities and people involved.

Southern California became a desired location for early aviation development. With the advantages of a mild climate that made flying a year-round possibility and a populace that welcomed new ideas, it became an arena for aeronautical innovations of all kinds.

Los Angeles is the center for population in the Southern California region, and is a somewhat unique city. From a small village of a couple of hundred non-Indians in 1850, most of whom could neither read nor write, it blossomed into one of the great cities of the world. The story of that development is mirrored in the postal covers and stamps that were used.

No examples of any type of mail service from the area are known for the period before 1850 when the first post offices were established at Los Angeles, San Diego and Santa Barbara. What little mail that had originated in the area was probably carried by couri-

ers, teamsters, ship captains, and other private individuals. Examples of such use, as far as this writer knows, do not seem to exist.

Even the substantial official correspondence during more than a century of Spanish and Mexican rule, and the bit of personal mail that was carried gratuitously by this system, seems to have disappeared, other than examples held in official archives in Spain and Mexico.

Aviation came to Southern California in a big way shortly after the spectacular first International Air Meet which had been held in August of 1909 at Reims, France. At that show, the earliest and finest aviators of the world showed the general public that man could actually fly. Glenn Curtiss, the lone American participant in the events (the Wright brothers had declined to attend), won the prestigious Gordon Bennett Trophy and a prize of 25,000 francs by beating the favorite, Louis Bleriot, in a speed contest where Curtiss flew a measured average speed of 47 mph over a closed course.

Hoping to repeat the huge success of the Reims show, entrepreneurs from Los Angeles and other aviation circles organized the first international air show to be held in the United States. It was scheduled for January 10-20, 1910, and famous aviators from all over the world were invited, but only one foreigner accepted. Despite the work of Curtiss and the Wright brothers, the United States lagged behind the aviation developments in Europe, and an air show in the U.S. was not of great interest to the pilots of other countries.

Louis Paulhan from France, known as the "Napoleon of the Air," and fresh from winning many competitions at Reims and elsewhere was enticed to attend with a guarantee of \$7500 and a chance to collect thousands more in prizes. He arrived with two Bleriot monoplanes and two Farman biplanes, together with an entourage including his wife and a black poodle. Glenn Curtiss and his team of exhibition flyers came as did many other U.S. aviators and balloonists, such as Roy Knabenshue who was the premier pilot of lighter-than-air dirigibles in the United States.

The Southern California meet was held at the Dominguez Ranch, an original Spanish land grant about 15 miles southeast of Los Angeles, where a large grandstand and primitive airfield had been built. It was highly publicized, offering daily prizes and the promise of feats of aerial daring. Henry Huntington, the railway magnate, scheduled special red interurban cars to provide transportation to the field at frequent intervals.

The stage was set on the day before the opening by the first flight of an aeroplane west of the Rocky Mountains. Glenn Curtiss, at 3:30 PM on January 9, 1910, made aviation history with a flight from Aviation Field (Dominguez Ranch). It must be remembered that at this time, hardly anyone had ever seen an airplane, let alone actually seeing one fly. A great many people still believed that such a feat was impossible, and this flight ignited a spark that fed the growth of aviation in Southern California for the following decades.

Figure 1 shows a vintage postcard with a photo of Curtiss in his Reims Racer passing the grandstand at Aviation Field. Figure 2 is a reproduction from a 10 January 1910, Los Angeles Times newspaper headline describing Curtiss' feat.

The success of the Meet was phenomenal. During the ten days of the meet, more than 226,000 spectators attended. Considering the population of Los Angeles at that time was only 320,000 people, this is a spectacular achievement. Figure 3 shows one of the col-

IT'S DONE AT LAST.

GLENN CURTISS FLIES OVER AVIATION PARK.

Famous Sky Pilot Drives His Bi-plane Nearly a Mile at Greatest Height of Sixty Feet—Spectators Satisfied of Success.

THE first flight in an aeroplane west of the Great Plains, was made by Glenn H. Curtiss, at Aviation Park yesterday afternoon, at 3:20 o'clock, and as his machine rose gracefully in the air thousands of persons on the grounds, including aviators, employ-

ment, he quietly remarked, "I broke my propeller, but I don't know where." Then he carefully examined the wooden fan and found a slight split on one blade, seemingly of no account, so nicely was the machinery

Figure 2 A reproduction from a January 20, 1910, Los Angeles Times newspaper headline describing Curtiss' feat.



Figure 3 shows one of the colorful posters that advertised the event. (Courtesy of Los Angeles County Museum of Natural History)

orful posters that advertised the event, and **Figure 4** is from a composite photo depicting the types of aircraft that participated in the event.

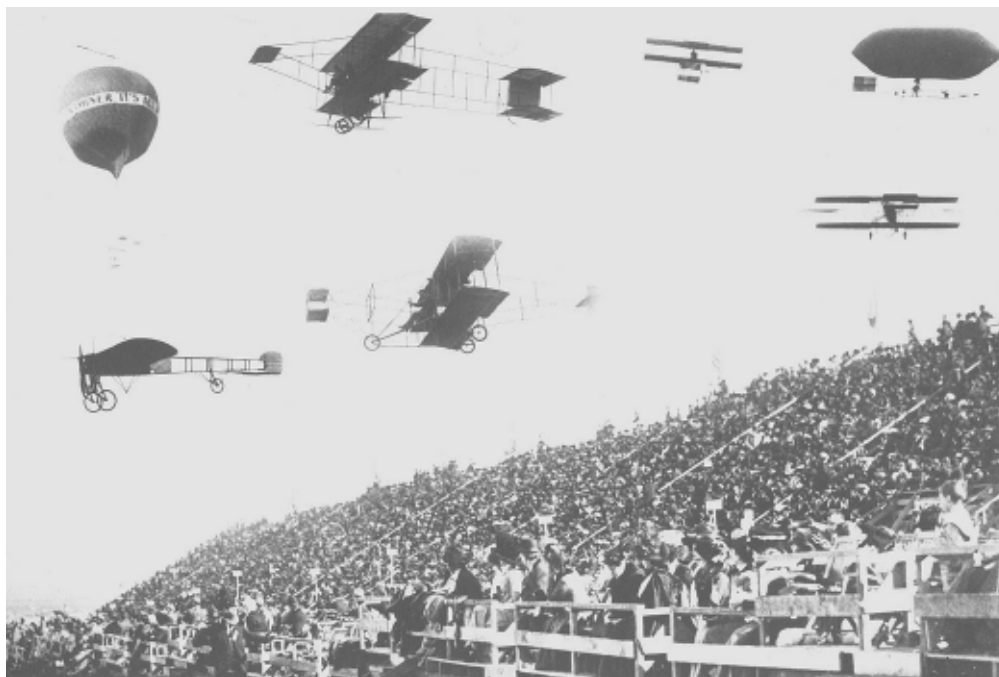


Figure 4 A composite photo depicting the types of aircraft that participated in the event.

During the meet, Louis Paulhan flew his Farman biplane to a new record altitude of 4,164 feet and won the cross-country prize by a flight to Santa Anita and back covering a distance of 45 miles. Paulhan was the top winner of the meet with a total of \$19,000 in prize money. Curtiss was the runner-up with winnings of \$10,250.

Figure 5 is from a contemporary postcard mailed during the show to Mayer, Arizona, and exhibiting a nice Doane receiving mark. The message says, "Suppose we get one & leave." Airplanes had captured the imagination of the public.

Figure 6 illustrates a photo postcard of Louis Paulhan taking off in his Farman, and with Mrs. Ferris as a passenger. The caption on the card claims that Mrs. Ferris is the first "American Lady Passenger to Fly in the Air." Mrs. Ferris was the wife of the show's manager, Dick Ferris, an aviation enthusiast and sometime silent film actor. Paulhan also had the distinction of providing William Randolph Hearst with his first airplane ride. Hearst was a frequent sponsor of aviation prizes and events, mostly to acquire stories and publicity for his papers, and was a substantial aid to the development of aviation. Paulhan also flew Army Lieutenant Paul Beck who first demonstrated the capability of aircraft to be used as bombers by dropping weights on ground targets.



Figure 5 A contemporary postcard mailed during the show to Mayer, Arizona, and exhibiting a nice Doane receiving mark. The message says, "Suppose we get one & leave."

Figure 7 illustrates a spectacular postcard showing a cherubic angel flying a Curtiss aircraft with a flag of Los Angeles streaming from the wing. The postcard was mailed from Los Angeles on January 20, 1910, and contains the message, "...wish you were here to enjoy seeing the big airships and balloons that are here this week, it is quite a sight." Figure 8 shows Louis Paulhan during his record altitude flight on the

reverse of the penny postcard shown in Figure 9 that was mailed on the last day of the show, January 10, 1910, with postage overpaid by one cent.

While aviation had come to Southern California, air mail was still in the future, and the U.S. Post Office Department still relied on its trains, horses, and a few automobiles to transport the mail.

Curtiss liked the area for flying, and shortly after the 1910 air show established a flying school at North Island in San Diego Bay. The Wright brothers had landed Army contracts for the development of aircraft for the service, and it was Curtiss' goal to capture Navy busi-

ness by developing the world's first practical hydro-aeroplane. Curtiss was teaching young Naval officers to fly at his school, and among his students was T. G.(Spuds) Ellyson, who was to become Naval Aviator No.1. Ellyson was also a gifted technician, and worked closely with Curtiss to develop the hydro-aeroplane.



Figure 6 A photo postcard of Louis Paulhan taking off in his Farman with Mrs. Ferris as a passenger.

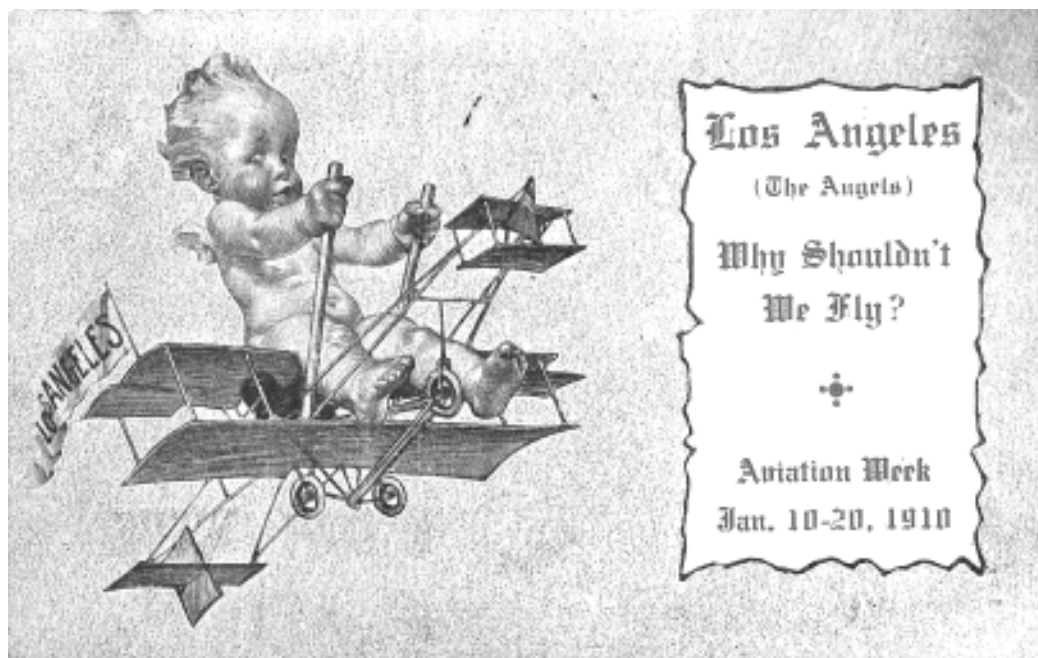


Figure 7 Postcard showing a cherubic angel flying a Curtiss aircraft with a flag of Los Angeles streaming from the wing. The postcard was mailed from Los Angeles on January 17, 1910.

Within a year, a new single-pontoon equipped aircraft was ready to fly and on January 26, 1911, Curtiss took off from San Diego Bay, circled and landed to the accompanying whistles and sirens from the naval and commercial vessels in the harbor that had witnessed his pioneering achievement.

Figure 10 shows a cover issued during the First National Air Mail Week in 1938, and mailed at San Diego, commemorating this flight by Curtiss. His achievements were recognized by twice being awarded the coveted Collier Trophy in 1911 and 1912. The May 15, 1938 cover is franked by the new bi-colored air mail 6¢ stamp, issued the previous day at Dayton, Ohio, and considered to be one of the most beautiful of U.S. airmail designs.

The Navy was impressed and wanted Curtiss to demonstrate a plane that had the capability to be carried aboard a Naval vessel, lowered into the water for take-off, and at the completion of its mission to land alongside the ship to be hoisted back aboard.

Curtiss made some quick modifications to his design. He turned the engine around to make it tractor-propeller driven, and removed the front elevators.

By the 17th of February, the day for his demonstration, he had completed the modifications, but had not yet test flown the new design.

For the demonstration flight, Curtiss was to fly out to where the *USS Pennsylvania* was anchored in San Diego Bay and land beside it to be hoisted aboard. After a longer than usual take-off run, Curtiss became airborne, but the aircraft was extremely tail heavy and could not gain altitude. He had miscalculated his center-of-gravity. Settling back in the water, Curtiss taxied the rest of the way to the cruiser and the aircraft was hoisted aboard. The Navy had photographed the



Figure 8 Louis Paulhan during his record altitude flight.

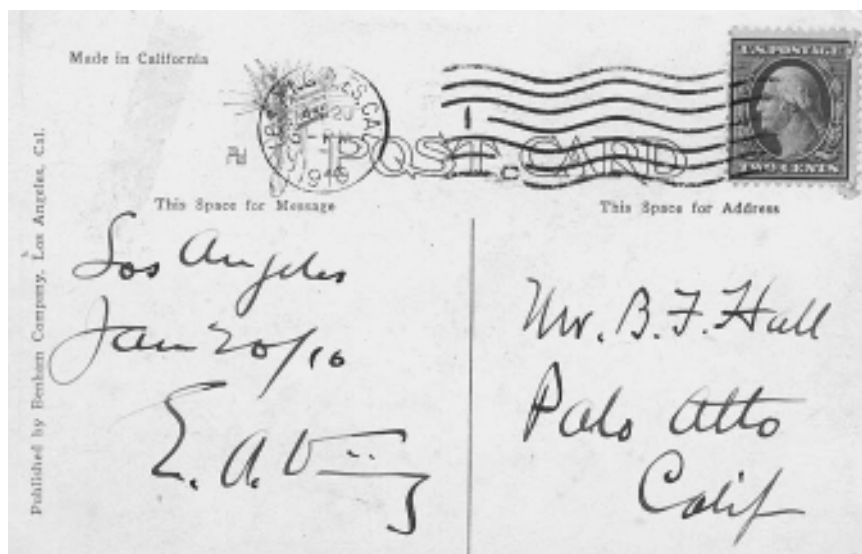


Figure 9 Reverse of postcard shown in Figure 8. The card was mailed on the last day of the show, January 20, 1910, with postage overpaid by one cent.

flight during the short time it was airborne, and after Curtiss was lowered back into the water, and taxied back to North Island, the Navy considered the demonstration a success. This led to future contracts, and Curtiss became the principal supplier of Naval aircraft. *Figure 11* shows a contemporary photo with the city of San Diego in the background taken in early February with Curtiss flying his hydro-aeroplane before he made the final modifications. *Figure 12* shows

a photo of Curtiss and his aircraft being hoisted aboard the *USS Pennsylvania*. Note Curtiss hanging on to the hoisting cable above the aircraft.

Immediately after this success, Curtiss continued his development of the hydro-aeroplane and attached retractable wheels to the pontoon. On Sunday, February 26, 1911, Curtiss took off from the Bay, circled a couple of times and landed on the flying school's field. He had demonstrated the world's first successful am-



Figure 10 A cover issued during the First National Air Mail Week in 1938, and mailed at San Diego, commemorating the historic flight by Curtiss.

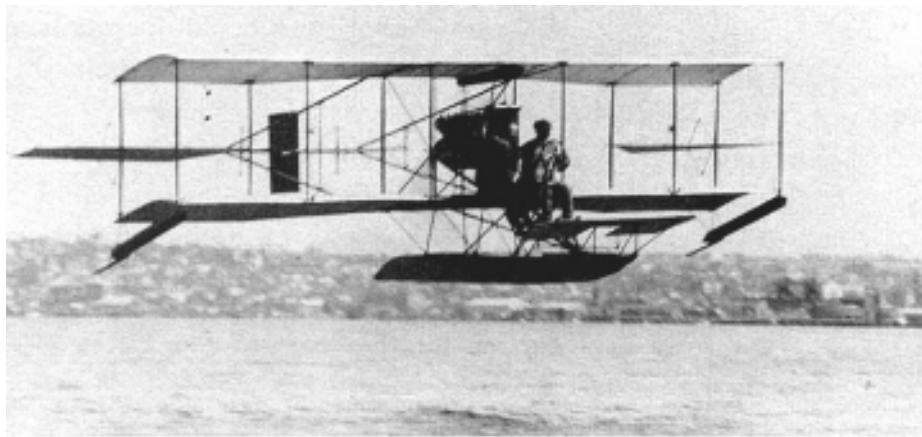


Figure 11 A contemporary photo with the city of San Diego in the background taken in early February with Curtiss flying his hydro-aeroplane before he made the final modifications. (courtesy of W. Waterman)

phibian. Curtiss named his amphibian, the Triad, because of its ability to operate on, or in, air, water or land. At the conclusion of his flight, he remarked, "If we could just take off the wings and drive this thing down the road, we'd really have something."

(to be continued)

Sources and Suggested Reading

The First Aviators. (pages 49-71) Time-Life Books

Waldo, Pioneer Aviator, by Waldo Waterman. 1988. (pages 15-55) Highly recommended.

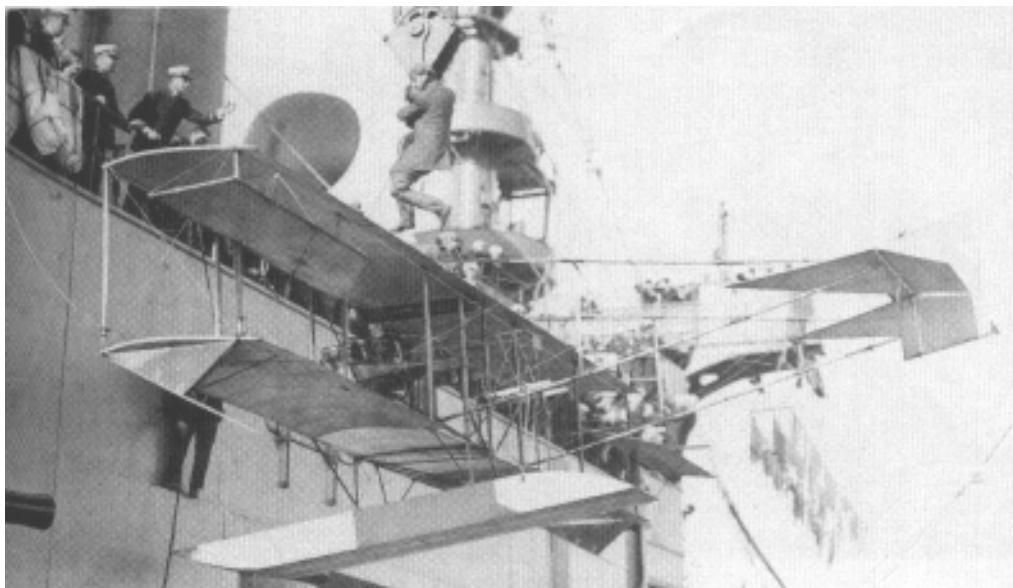


Figure 12 Curtiss and his aircraft being hoisted aboard the USS Pennsylvania. Note Curtiss hanging on to the hoisting cable above the aircraft. (courtesy of W. Waterman)

POSTAL MARKINGS OF NORTH DAKOTA TERRITORY

Part X: Nelson County and Oliver County

By Mike Ellingson
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Eagan, MN 55121
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This is the second installment in an effort to catalog all known postmarks used in the portion of Dakota Territory that later became North Dakota. Please continue to send updates to the author at the above address. Thanks!

Nelson County

Code	Earliest	Latest	Killer	Notes
Adler (1882-1905)				
1 C41HN1R30	21 Apr 1886	15 Jul 1887	star-in-circle	
2 C1GN1B26.5	? Mar 1892		target	
Aneta (1883-Date)				
<i>None Reported</i>				
Ashem (1884-1885)				
<i>None Reported</i>				
Baconville (1883-1905)				
<i>None Reported</i>				
Bue (1882-1907)				
1 MS	23 Apr 1883		pen	
2 C1GN3B27	1 Mar 1889		cork	
3 C1GN1B27.5	9 Nov 1891	31 Dec 1891	target	
Carlton (1871-1872)				
<i>None Reported</i>				
Crosier (1882-1906)				
1 C1GN1B27.5	7 Oct 1885		target	
Harrisburgh (1882-1895)				
1 MS	13 May 1883	? Aug 1883	pen	
Lakota (1883-Date)				
1 C41HN1B27.5	29 Dec 1883	11 Dec 1885	cork	
2 C1EN1R26.5	10 May 1886	20 Sep 1886	target	
3 C42EN1B32	6 Feb 1887		target	inner circle scalloped
4 C1GN1B27	18 Jun 1887		cork	
5 C1EN1B30	11 Apr 1888		target	
6 C21FN1B30.5	2 Jun 1888	28 Aug 1888	star	
Lee (1881-1905)				
1 C1GN1B27	10 Nov 188?		target	



1



2

Bue H. J. 4/23/83

1



2



3



1

Harrisburg Pa

1



1



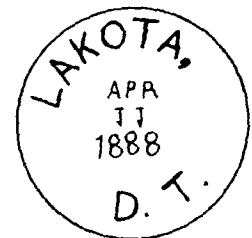
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3



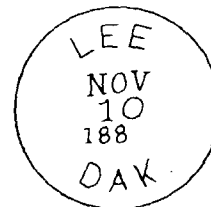
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5



6



1

Liberal (1887-1887)*None Reported***Mapes (1883-1985)**

1 C1GN3B26	16 Jun 1895		cork
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McVile (1887/Date)*None Reported***Michigan (1883-Date)**

1 MS	22 May 1883		pen
2 C1HN1B27	6 Aug 1883	26 Mar 1887	cork
3 C1GN1B27.5	30 Oct 1889	12 Sep 1890	target

Ottofy (1883-1907)

1 C21GN1R27.5	25 Aug 1884		cork
2 C1GN1B26.5	19 Jan 1886	26 Jun 1886	cork
3 C1GN1B27	22 Jul 1887		cork

Parkhurst (1881-1882)*None Reported***Petersberg (1883-1884)***None Reported***Petersburg (1884-Date)**

1 C41HN1R32	28 Apr 1886	18 Jun 1888	cork
2 C41GN1RB34.5	2 Feb 1892	16 May 1892	target

Ruby (1886-1905)*None Reported***Rugh (1884-1885)***None Reported***Sogn (1887-1905)***None Reported***Stump (1880-1881)***None Reported***Wamduska (1882/1908)**

1 MS	27 Apr 1886	25 May 1886	pen
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Oliver County

Code	Earliest	Latest	Killer	Notes
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Hannover (1888-1978)*None Reported*

Hensler (1882-1990)

1 MS

18 Jul 1883

pen

Klein (1887-1890)*None Reported***Sanger (1881/1964)**

1 CIGNIB27

21 Apr 1887

17 Oct 1889

target



1

Michiquan 19th
5/22

1



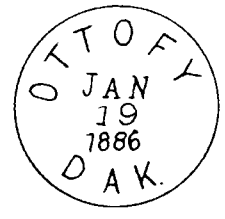
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3



1



2



3



1



2

Wauduska D 7
4/27/86.

1

Hensler d T 7/18 85

1



1

THE FIRST TRANSMOUTAIN MAIL ROUTE CONTRACTS

PART XIV - THE CHORPENNING CLAIM

By Daniel Y. Meschter

George Chorpenning carried the mails west of Salt Lake City for almost nine years under extraordinarily difficult and often perilous conditions. His operations under three contracts have been described in Parts III, VI, and VIIa together with his everlasting disputes with the Post Office Department and Congress. This part continues the "The Chorpenning Claim" started in Parts III and VI because it became a public interest issue in its own time.

CLAIM FOR CHORPENNING'S FIRST CONTRACT, ROUTE 5066

Chorpenning's first claim for additional compensation was based upon the Chorpenning and Woodward contract for Route 5066 (1851-1854) over the Sierras from Sacramento to Carson Valley and the Emigrant and Salt Lake Cutoff Trails to Salt Lake at \$14,000 per annum. The POD annulled this contract in November 1852 for repeated failure to complete mail trips on time and re-let it to William L. Blanchard for service from March to August 1853 at \$50,000 per annum - three and a half times Chorpenning's contract pay.

James Goggin, the POD's Special Agent in San Francisco, however, supported Chorpenning's explanation that the uncompleted and late mail trips were due to circumstances beyond his control and that he had done everything reasonably possible to carry out his duties under the contract. Postmaster General James Campbell agreed and rescinded his order annulling Chorpenning's contract effective as of July 1, 1853.

In the meantime, Chorpenning made an exploratory trip via San Pedro (Los Angeles) in the spring of 1852 to test whether that route was a feasible year-round alternative to crossing the Sierras in winter when the road between Sacramento and Carson Valley might be blocked by snow as it often was. With the Special Agent's permission, Chorpenning began carrying the mail by this route seasonally from the beginning of 1853 to the end of the contract on June 30, 1854.

The theory was that Chorpenning would carry the Salt Lake mails via San Pedro when conditions required, but several problems soon arose. One was that using this route isolated Carson Valley, forcing Chorpenning to serve it from Sacramento at his own expense during the winter of 1853. Another was that because Route 4965 between Salt Lake City and Independence also was frequently blocked by snow, the Salt Lake postmaster began requiring Chorpenning to carry the Independence mail as well under the take and deliver clause in his contract. Southbound only Independence mail was carried on some of the same trips as Sacramento mail. It is not clear whether the Independence mails were taken on to San Diego to connect with Pacific Mail Steamship Company steamers there or sent from San Pedro up to San Francisco on coastal steamers with the Sacramento mails. The diversion of

Independence mail continued during the second Chorpenning contract for Route 12801. These alternative operations, of course, could only be carried out at costs far exceeding his \$14,000 per annum pay.

Chorpenning memorialized Congress in June 1856 for additional compensation, arguing that his claim was justified by the low figure of his original bid, lack of knowledge of the difficulties that would be encountered on the route, the burden carrying the Independence mail imposed, supplying Carson Valley, and a commitment he said Postmaster General Campbell made to him in the spring of 1853 to increase his compensation to \$30,000 per annum when he rescinded his order annulling Chorpenning's contract. To bring his claim before Congress, Chorpenning, or his legal representatives, employed a method alternative to the usual procedure of having a congressman introduce it on the floor of the House. What he appears to have done was to submit his petition to a member of the House Committee on the Post Office and the Post Roads. Neither the Committee's report nor his own statement of the affair give any further details.

The Committee's report (House Report No. 323, Ser. 870) started off simply by saying, "The Committee to whom was referred the petition of George Chorpenning, Jr. report a bill and recommend its passage;" but the *Congressional Globe* contains no report of a bill being introduced on the floor of the House or referred to the Committee on the Post Offices before receiving the Committee's report on August 5, 1856. Thus, there is no indication whether Chorpenning approached the Committee himself or through either his own congressman, John R. Edie of Somerset, with whom it is hardly possible he was not closely acquainted, or David Barclay of Punxsutawney, whose district included Indiana and Armstrong Counties and thus was acquainted with at least the circumstances of Absalom Woodward's death. In any case, Barclay was a member of the committee and it was he who reported the bill for the relief of George Chorpenning, Jr. to the House.

The bill lay in limbo until the committee's chairman, Daniel Mace (Indiana) brought it to the floor of the House on March 3, 1857, the last day of the Thirty-fourth Congress before its adjournment. The House and the Senate

concurred in an amendment of no great import, passed the bill, and sent it to President Buchanan who approved it that same day (*Congressional Globe*, 34 C., 1 Sess., p. 1920; 3 Sess., pp. 982, 995, 996, 999, 1085, 1113, 1116). The Act of March 3, 1857, 11 Stat. 521):

Be it enacted . . ., That the Postmaster-General be and he hereby is required to adjust and settle the claim of said George Chorpenning, . . . for carrying the mails by San Pedro, and for supplying the post-office in Carson's Valley, and also for carrying part of the Independence mail by California; allowing a *pro rata* increase of compensation for the distance by San Pedro, for the service to Carson's Valley, and for such parts of the eastern mail as was carried by California, during all the times when mail services were performed, as shown by the affidavits and proofs on file in the House of Representatives.

Sec. 2. *And be it further enacted*, That the Postmaster-General be and he hereby is required to adjust and settle the claim of said Chorpenning, . . . for damages on account of the annulment or suspension of Woodward and Chorpenning's contract for carrying the United States mail from Sacramento, in California, to Salt Lake, in Utah Territory, as shown in the affidavits and proofs on file in the House of Representatives.

Sec. 3. *And be it further enacted*, That the Postmaster-General be required to allow and pay to said Chorpenning, his full contract pay, during the suspension of Woodward and Chorpenning's contract, from the fifteenth day of March, eighteen hundred and fifty-three to the first day of July of the same year; and, also, to allow and pay to said Chorpenning, thirty thousand dollars per annum from the first day of July, eighteen hundred and fifty-three, when he resumed service under the contract of Woodward and Chorpenning, down to the termination of his present contract, which said sum of thirty thousand dollars per annum shall be in lieu of the contract pay under both contracts. And the sums in this act authorized to be allowed shall be paid out of the treasury.

To "adjust and settle" fell to Postmaster General Aaron Brown. He stated in his Annual Report of December 1, 1857 (pp. 984-6, Ser. 921) that he allowed \$30,000 on account of the annulment of the contract for Route 5066 (Section 2), \$50,947 for "extra" service on Route 5066 (Section 1), and \$28,125 for carrying the Independence mail on Route 12801 for a grand total of \$109,072.95 as recapitulated in Table 14.

Brown was aware of but did not give effect to the \$16,000 increase in compensation over Chorpenning's contract price of \$14,000 for the last year and three and a half months of Route 5066 and the \$17,500 increase over the \$12,500 contract price for Route 12801 to the \$30,000 per annum for both contracts allowed by Section 3 in computing his "adjustment." His failure to use the higher rate for the *pro rata* increases allowed by Section 1 became one of Chorpenning's grounds for a further claim. Brown explained:

In making the *pro rata* allowances, the act of Congress not being specific on this point, I have taken as the basis of the calculations the original pay under each contract, instead of the higher sum of \$30,000, to which the compensation has been raised. But, even upon this lower basis, the sum allowed, it will be perceived is very considerable, independently of the further increased compensation of sixteen thousand dollars under the old, and seventeen thousand five hundred dollars per annum under the new contract.

The real culprit as far as Brown was concerned was the provision in both Sections 1 and 2 that required him to adjust and settle exclusively on the basis of "the affidavits and proofs on file in the House of Representatives." At least that is the way Brown read it and Chorpenning's legal advisors no doubt intended him to.

Chorpenning's petition was a lengthy restatement of his operations on Routes 5066 and 12801 from 1851 to mid 1856 (Chorpenning, 1889, Appendix, p. 16-23). To it were attached the affidavits and proofs he was using this method to put on file in the House and, as it happened, to add to from time to time long after his bill was enacted. His petition, however, did not specify any dollar amount of damages, but concluded by saying, "he has a claim on the justice of the nation which he submits for your consideration, and asks such relief as in your wisdom you may devise."

The Committee fell into the trap he set for them by reporting a bill of which Sections 1 and 2 required the Postmaster General "to adjust and settle" on the sole basis of these "affidavits and proofs on file [attached to his petition] in the House of Representatives." Only Section 3, which critics a decade later labeled a gratuity, mentioned a dollar amount.

The Postmaster General's report (op cit) continued to analyze the issues involved:

The settlement of this claim has not been made without considerable embarrassment. The act of Congress was peremptory to adjust and settle, not according to the proofs that might be taken before the final action, but "as shown by the proofs and affidavits on file in the House of Representatives." These were to be the sole guides in the settlement, and neither the records of the department nor any contradictory or explanatory testimony could be taken by the government to assist in attaining what might be considered exact justice in the case. The act directed that the claimant should be paid *pro rata* for carrying his own mail, under his contract, from Sacramento, around by San Francisco and the coast, to San Pedro instead of east by Carson's Valley to Salt Lake, and that he should be paid also for carrying the Independence mail that way, when the records and correspondence of the department show that the change in the route was permitted at the claimant's own instance and request, and not forced upon him by an order or wish even of the department. The *pro rata* allowance for this change alone, it will be observed, is \$21,794.62. The act further directed that he should be paid *pro rata* for carrying the eastern mail for Salt Lake, sent round by the isth-

mus to California; whereas, by the contract itself, and the usage of the department in all such cases, he was bound, as contractor, to carry the mails of the United States, from whatever quarter they might be sent to his line. The principal difficulty in the case, however, was in deciding on the true intent and meaning of the act in requiring him to be paid *pro rata*. *Pro rata*, or in proportion, to what? The first contract was to carry the mail at \$14,000, and the second at \$12,500 per annum. Congress, however, in the very act which granted him this *pro rata* relief, raised these prices to \$30,000 per annum. Now, in making the estimate required by Congress, should the basis of calculation be a *pro rata* on the \$14,000 and the \$12,500 contracts, or on the \$30,000? The department could find nothing in the act throwing light on this subject, and therefore made the calculation on the contract or lowest basis instead of the \$30,000 basis. In doing so, the department has gone on the principle that, in every case of doubt in a matter of this kind, the government was entitled to the benefit of that doubt, until Congress, by some new enactment, should remove it.

Accordingly, Chorpenning was paid \$80,947.95 in 1857 for claims for Route 5066 on the basis of Postmaster General Brown's adjustment and settlement under Sections 1 and 2 of the act as shown by the affidavits and proofs on file in the House of Representatives. He also was paid \$20,667, the difference between the \$30,000 per annum pay granted by Section 3 from March 15, 1853 to July 1, 1854 and the \$14,000 per annum pay in his original contract.

Further, not directly related to these claims, Chorpenning successfully prosecuted a claim for himself and

Elizabeth Woodward, widow of Absolem Woodward, for damages due to Indian depredations during both contracts, but chiefly 5066. In the Act of June 19, 1866, 14 Stat. 609, Congress awarded Elizabeth Woodward \$28,175 and Chorpenning \$26,370.

Altogether, beginning with a contract under which the government's liability was \$44,333.33 (1/6th year for May and June 1851 plus three full years at \$14,000), the final cost of Route 5066 including the award for Indian depredations, was \$141,281.28 plus \$54,545 for Indian depredations and \$25,000 paid Blanchard for a total of \$220,826.28.

But Chorpenning was far from satisfied. He contended that the *pro rata* allowances should have used the statutory price of \$30,000 per annum instead of the \$14,000 contract price in the case of Route 5066 and \$12,500 in the case of Route 12801. This would have had the effect of increasing the *pro rata* allowances under Route 5066 by 115% and Route 12801 by 140%. He succeeded in persuading Brown to make an allowance for carrying the eastern mails the extra distance between Sacramento and San Pedro; but was unable to convince him to reconsider using the contract price to make the *pro rata* adjustments allowed by Section 1.

Chorpenning filed successive petitions to reopen his case with Postmaster Generals Holt, Blair, Dennison, and Randall, only to have them all declare Brown's award *res judicata*, which was to say it was a matter that had been decided on its merits by an officer of competent jurisdiction and not subject to further legal or administrative process between the same parties.

CLAIM FOR CHORPENNING'S SECOND CONTRACT, ROUTE 12801

Postmaster General Brown's awards under the Act of March 3, 1857 separately identified \$28,125 for carrying the Independence mail over Route 12801 from July 1, 1854 to October 1, 1856. Brown limited his allowance to six half trips from San Pedro to Salt Lake City in February, March, April, May, July, and August 1856 for which he found specific evidence submitted by Chorpenning in the form of unattested San Bernardino postmaster certificates of mails dispatched (Part VI, p. 90). He found it impossible, he said, to reconcile these certificates with the affidavits of Chorpenning's other witnesses and thus failed to fully conform to Congressional direction by considering them as exclusive of other affidavits and proofs that, taken at face value, would have extended the award to include Independence mail carried both ways twenty-nine months from July 1, 1854 to December 1, 1856, as the proof was finally accepted, or twenty-six

months after deduction of the six half months (three months). Of his total allowance of \$28,125, \$14,380 was allocated to these six half trips from San Pedro to Salt Lake City and \$13,745 to the extra distance from Sacramento to San Pedro.

Section 3 of the act also raised the contract pay for Route 12801 from \$12,500 to \$30,000 per annum. Thus, beginning with an original liability of \$12,500 per annum for four years = \$50,000, the cost of Route 12801 to the government was \$30,000 per annum = \$120,000 plus Brown's *pro rata* award of \$28,125 on the basis of the contract price of \$12,500 per annum for carrying the Independence mail via San Pedro for a total of \$148,125. An undivided part of the award to Elizabeth Woodward and Chorpenning for losses due to Indian depredations was assignable to Route 12801, but the dollar amount cannot be differentiated.

THE CHORPENNING CLAIM

After being frustrated by one postmaster general after another resorting to the doctrine of *res judicata* to evade reconsidering Aaron Brown's award pursuant to the Act of March 3, 1857, Chorpenning's sense of injustice became an obsession and he increasingly spoke of vague conspiracies to deprive him of what was justly due him in the way of monetary rewards and recognition of his accomplishments in pioneering western mail service. His grievances grew out of what he perceived were errors and omissions in Brown's settlement for extra services in his first and second contracts and to Brown's failure to authorize weekly service on a twelve-day schedule in his third contract. His courses of action seeking redress over the following years became known as "The Chorpenning Claim" in the press as well as the halls of Congress.

The Court of Claims, 1867

It was while his petition for relief was before PMG William Dennison in May 1866 that Chorpenning withdrew it in favor of filing suit in the Court of Claims to recover damages under the Act of March 3, 1857. In support of his petition to the court he put into evidence the affidavits and proofs he had filed in the House of Representatives ten years before and which Congress directed Brown to use exclusive of any other evidence in adjusting and settling his claims under his first and second contracts.

Aside from the fact he had few other courses open to him, seeking relief in the Court of Claims was a strategic error, for when Congress established the court in 1855 to deal with claims founded on any law of Congress, it clothed the court with discretion to go beyond merely adding up number to rule on the intent of Congress in the laws on which claims were based and on the materiality of the evidence.

Chorpenning's attorneys simplified the issues by agreeing that Section 2 of the Act providing damages for annulling the first contract had been satisfactorily adjusted by the payment of \$30,000 and that the increases of pay for both the first and second contracts to \$30,000 per annum provided by Section 3 had been allowed. The controversy then was the allowances for "extra" services provided by Section 1 for which Chorpenning charged Brown error by basing his *pro rata* adjustments on the contract prices of \$14,000 and \$12,500 instead of the statutory price of \$30,000 provided by Section 3 "in lieu of the contract pay under both contracts; . . . 1st. For carrying mails under the first contract, the increased distance, via San Pedro. 2d. For supplying the post office at Carson Valley. 3d. For carrying part of the Eastern or Independence mail."

The U.S. solicitor opened his argument by saying, "This suit is brought into this court by original petition, and the claimant seeks by it to recover the sum of \$198,0067.89." In this venue, the government was able to argue for the first time that Chorpenning's evidence on file in the House and which Congress directed Brown to use in arriving at his award was not competent to establish his case in the Court of Claims. It called his affidavits *ex poste*, which is to say retrospective and, almost with-

out saying, not subject to cross examination. It cited authorities for its opinion that *ex poste* affidavits are not made evidence simply because Congress transmitted them to the court. The nature of these affidavits became a key point in the court's consideration of the case. The court, however, did not go into the issue that these affidavits also were *ex parte*, that is to say one-sided or self-serving, which would come up in the Holladay claim a few years later (Part Xd).

A subsequent report by PMG Creswell (Senate Report No. 346, pp. 2-13, Ser. 1443) referred extensively to affidavits by Dr. Frank Chorpenning, James B. Leach, John M. Hockaday, and Irwin H. Pile introduced in the 1867 Court of Claims case. The Court could have been expected to recognize a relationship between George and Frank Chorpenning on the coincidence of their uncommon surnames - in fact they were brothers. Frank identified himself as an employee of George's and acknowledged that he'd "had charge" of the business on occasion without actually spelling out he was superintendent on the California end of the line.

John B. Leach identified himself as a superintendent while John Hockaday omitted any mention of a business relationship, although it is probable he was Chorpenning's agent in Salt Lake City during the contract for Route 5066. Irwin H. Pile admitted only that "he was intimately acquainted and lived with George Chorpenning, Jr. in California." Biographical data furnished by the Historical and Genealogical Society of Somerset County, Pennsylvania (Personal communication, September 18, 1995) reveals that they were members of a party who joined the California gold rush in 1849 and actually were brothers-in-law (*Somerset Herald*, April 11, 1894).

The Court's judgment to dismiss (3 C.Cls. 140, Dec. 1867) was a heavy blow because it used its analysis of those "affidavits and proofs on file" as a two edged sword. It found they did not contain specific statements leaving the duty of the Postmaster General simply one of calculation, but in actuality were a mass of testimony from which the facts would have to be deduced as from ordinary evidence. From this it decided that it was the intent of Congress "to commit the discretion of settling the claimant's demands to an officer peculiarly able to reach a just and intelligible conclusion, and possessed of all the knowledge and experience necessary to enable them to be ad-

justed according to the established usage of the department," i.e., the Postmaster General. That being the case and recognizing that different tribunals might well reach different conclusions, it ruled the decision of the Postmaster General must necessarily be final.

Justice Loring, concurring, went further by distinguishing the *pro rata* compensation at different rates in Section 1 from the uniform contract pay for both contracts in Section 3. He decided that the first and third sections of the Act pertained to different things, distinguishing between the \$30,000 rate for contract services in Section 3, which the PMG was directed to "allow and pay," and *pro rata* compensation at the different rates of the contracts for the extras specified in Section 1, which the PMG was directed to "adjust and settle." This, he said, is what the PMG did. It followed that PMG Brown's award was *res judicata* and that Chorpenning had no grounds for recovering further.

The Court of Claims left Chorpenning with three possible courses. One was to petition PMG Alexander Randall and then John A.J. Creswell after his appointment on March 5, 1869 for reconsideration of Brown's award, which would not have seemed promising after the Court's rulings. Another was to appeal the Court of Claims' decision to the U.S. Supreme Court. The last was to memorialize Congress to direct the PMG to adjust Chorpenning's claim, again. He did all three.

Randall referred Chorpenning's claim to the contract office that prepared a lengthy report (May 11, 1868) defending the PMG's annulment of the third contract on the basis of the department's evidence of inferior service and the annulment clause in the contract as well as disposing of several other issues (*Congressional Globe*, 41 C., 3 Sess., pp. 835-6). On September 22, 1869, William J. Jones, Chorpenning's attorney, filed argument with Creswell seeking a rehearing and additional allowances under the 1857 Act. Creswell rejected his petition on the familiar ground of *res judicata*; the failure of Congress to correct his decision, if erroneous; uniform practice of the Department; and judicial precedent (Senate Report No. 346, p. 4, Ser. 1443).

Chorpenning petitioned Congress, he said on February 10, 1870, for an act directing the PMG to "adjust and settle" his claim "upon such terms as may be deemed honorable, just and equitable" (1889, Appendix, p. 66-71), leaving it to the bureaucracy to arrive at a much larger figure than he would have dared propose in advance. For this he had the model of the Fisher Case, *infra*.

And now, for the first time, he made a claim first on the PMG and then Congress for damages due to the curtailment and annulment of his third contract

In the interim, another of his attorneys, former Attorney General Jeremiah Black filed an appeal to the Supreme Court, which he withdrew when Congress enacted the private bill for which Chorpenning petitioned Con-

gress, albeit under suspect circumstances (1889, p. 40).

The Act of July 15, 1870

Chorpenning began seeking legal assistance in support of his claims as early as 1857 when he consulted Buchanan's Attorney General, Jeremiah S. Black, for advice and persuaded PMG Holt to submit the question of reopening his case and reviewing Brown's award to Black. Black gave it as his opinion, Chorpenning said, that "the construction given to the act of 1857 by PMG Brown was erroneous, and that the claimant was entitled to what he claimed" and "that Postmaster General Holt had full power and authority to reopen the case and review the decision of his predecessor in office" (1889, Appendix, p. 73). Black's opinion was afterward printed in the *Congressional Globe* (41 C., 3 Sess., p. 1029). A later attorney general disagreed; but in another of those coincidences so prevalent in the Chorpenning case, Black was a native of Somerset County and had once practiced law in Somerset where he was well-known to the Chorpenning family since his youth.

Thus, Chorpenning was well represented by counsel when John Cessna, Somerset County's representative in Congress, introduced H.R. 374 directing the Postmaster General to adjust the accounts of George Chorpenning, actually on July 14, 1870, as reported by the *Congressional Globe* (41 C., 2 Sess., p. 5600), and not on February 10, 1870 with referral to the House Post Office Committee as Chorpenning insisted in a protest he filed with the committee the next year (1889, Appendix, pp. 101-3). The text obviously was deftly drafted to sidestep some of the deficiencies the Court of Claims found in the 1857 Act and still preserve its artifices:

Be it resolved . . . That the Postmaster-General is hereby authorized and directed to investigate and adjust the claims of George Chorpenning, under the first section of an act for his relief, approved March third, eighteen hundred and fifty-seven, on the basis of compensation allowed by said act for the regular service, and the claim growing out of the curtailment and annulment of his contract on route number twelve thousand eight hundred and one, on the basis of his agreement with the Postmaster-General for the service, to be settled as provided for the services named in said act of March third, eighteen hundred and fifty-seven, and the right of appeal from the findings of the Postmaster-General to the court of claims is reserved and allowed to said claimant *and in case of such appeal the papers presented to the Postmaster General in the case are to be forwarded to the court and received in evidence therein* (clause in italics deleted by amendment).

The direction "to investigate and adjust" instead of "to adjust and settle," recognized the Court of Claims' construction that Congress intended the PMG to use his knowledge and experience according to the established usage of the Post Office Department to reach a just and intelligible conclusion; although PMG Creswell did read "in-

investigate and adjust . . . under the first section of an act . . .” as directing him, “1. To allow a *pro rata* increase of compensation for the distance by San Pedro, for the service to Carson’s Valley, and to such part of the eastern mail as was carried by California during all the time when such services were performed; 2. To confine myself in making such allowances to the affidavits and proofs in the House of Representatives; and, 3. To investigate and adjust the claims of Chorpenning, under the first section of the act of 1857, on the basis of the annual compensation of \$30,000 for the regular service” (Senate Report No. 346, pp. 4-5, Ser. 1443).

The wording beginning with “and the claim growing out of the curtailment and annulment . . .” introduced a new claim for adjustment of contract pay relating to Chorpenning’s third contract. The difficulty was the requirement it be settled “on the basis of his agreement with the Postmaster General for the service,” without specifying exactly what that agreement was. Chorpenning’s position, of course, was that it was the oral agreement he asserted he had with PMG Brown to carry the mail through weekly in twelve days at \$190,000 per annum, whereas the contract was for through weekly in sixteen days at \$130,000 per annum.

The clause granting the right of appeal to the Court of Claims does not specifically allude to the “affidavits and proofs on file . . .,” but since Creswell considered himself confined to those selfsame “affidavits and proofs on file . . .” under the first section of the 1857 act and since the clause anticipated “papers presented to the Postmaster General,” in connection with his consideration of the case, this clause obviously was intended to get Chorpenning’s *ex parte* affidavits and proofs back before the Court of Claims as unimpeachable evidence in the event the case was appealed to it. It is, of course, doubtful whether the court would have accepted them as evidence even in that case in light of how it treated the “affidavits and proofs filed . . .” in *Chorpenning vs U.S.*, 3 C.Cl. 140.

Cessna’s introduction of H.R. 374 on July 14th, the day before Congress had already decided to adjourn, was a legislative stratagem. The day or two before adjournment was a time when congressmen traditionally introduced private bills and pushed them through without debate under suspensions of rules (*Congressional Globe*, 41 C., 2 Sess., pp. 5569, 5600, 5620). It was essentially the same device Chorpenning used in 1857 to get his earlier Act of March 3, 1857 through Congress on the last

day without debate.

Mr. CESSNA. I move to suspend the rules for the purpose of introducing and passing a joint resolution authorizing the Postmaster General to adjust the accounts of George Chorpenning.

The House divided; and there were - ayes 97, noes 28.

So, two thirds having voted in the affirmative, the rules were suspended.

The joint resolution was read a first and second time; ordered to be engrossed and read a third time, and being engrossed, it was accordingly read a third time, and passed.

In the Senate, Alexander Ramsey (Minnesota) proposed to strike out the clause, “and in case of such appeal the papers presented to the Postmaster General. . .” Senator Pomeroy (Kansas) didn’t see the point of the amendment to which Ramsey replied, “The idea of directing the court to receive in evidence papers that may be referred to the Postmaster General is simply ridiculous.”

The amendment was agreed to and the clause was deleted. The joint resolution was read a third time, passed, and returned to the House. The House concurred and sent the bill on to the White House. It only took one day. It was that simple!

The President signed it the next day and it became law on the 15th.

The Creswell Report

The assumption Chorpenning’s attorney would present whatever papers Creswell might need in investigating Chorpenning’s claims was right. As Creswell recalled later (Chorpenning, 1889, p. 68): “When the joint resolution of July 15, 1870 came before me for action, counsel for Mr. Chorpenning came before me and wanted me to take up the case separately - for there are two branches of the case. I declined to do that until the whole case was ready. I told them, moreover, that the testimony and argument in the case must be printed. After some months they came before us again, bringing their testimony and argument, and here is the document. This document, entitled *The Case of George Chorpenning v. the United States*, was also put into evidence.”

The Case of George Chorpenning Creswell referred to has the same title as the narrative statement and brief history cited as Chorpenning (1874), but much obviously was added to it between the time it was presented to Creswell in the fall of 1870 and when it was privately printed in 1874.

TABLE 14 - RECAPITULATION OF PMG AARON BROWN'S AWARD
UNDER ACT OF MARCH 3, 1857

Under old contract, Route 5066:

1. For damages on account of the annulment or suspension of the old contract		\$	30,000.00
2. For five months' service to Carson's Valley		\$	1,153.33
3. For increased distance from Sacramento in carrying:			
the regular California and Salt Lake mail by San Pedro ten months	\$	6,410.00	
the Independence mail eight of the same months		15,384.62	21,794.62
4. For carrying Independence mails eight months between San Pedro and Salt Lake			28,000.00

Under present contract, Route 12801

5. For carrying Independence mails from July 1, 1854 to October 1, 1856			28,125.00
Subtotal		\$	79,072.95
=====			
Grand total		\$	109,072.95

The papers known as "Evidence and Arguments" also submitted to Creswell at that time included, among several items, a transcript of Chorpenning's evidence before the Court of Claims which included the affidavits and proofs on file in the House of Representatives and "Statement of claim of George Chorpenning before Post-master General Creswell under joint resolution of July 15, 1870." Although many of these papers cannot be individually identified, they were collected into the Appendix to the *Statement and Appendix of the Claim of George Chorpenning against the United States* (1889).

In his "Statement of claim . . .," (pp. 87-100) Chorpenning for the first time set out a series of calculations which he recapitulated at \$313,068.62, less, surprisingly, by \$130,000 than Creswell's award, although on significantly different bases.

Creswell divided the case into two branches: I. Claims under the first section of the Act of March 3, 1857 and, II. Claims growing out of the curtailment and annulment of Chorpenning's third contract.

I. The First Branch

Creswell began his investigation and adjustment of the Chorpenning Claim by recapitulating Brown's awards as shown in Table 14 (Senate Report No. 346, p. 3, Ser. 1443).

Creswell didn't need to give any further consideration to Item 1 because both the issue of damages for the annulment of the contract for Route 5066 authorized by Section 2 and the increase in pay for the first and second Chorpenning contracts authorized by Section 3 had long since been settled.

With respect to Item 2, Creswell found that the *pro rata* adjustment for service to Carson's Valley on the basis of \$30,000 per annum was \$494.50 per month for

four and one-half months or \$2,225.50.

With respect to the first part of Item 3, Creswell found that the *pro rata* adjustment for carrying the regular California mails an additional 500 miles via San Pedro on the basis of \$30,000 per annum would be \$1,373.62 per month for ten months or \$13,736.20

At this point in his investigation two fresh factors came into play. One was basing the *pro rata* adjustment on additional weight of eastern mails carried instead of distance. The other was the language that allowed him to "investigate" and to inquire into or interpret the evidence "as shown by the affidavits and proofs on file in the House of Representatives. From this he found (almost certainly erroneously) that Chorpenning carried the eastern mail once directly from Salt Lake to Sacramento (December 1852) and seven times from Salt Lake to San Pedro instead of the eight times Chorpenning claimed.

With respect to carrying the eastern mail one half trip on the direct route from Salt Lake to Sacramento, Creswell accepted the average weight of the regular California mail as 125 pounds and the additional eastern mail as 750 pounds from the evidence before him. From this he found the pay for carrying 125 pounds of regular mail at \$30,000 per annum was \$1,250 and the *pro rata* pay for 750 pounds was \$7,500.

With respect to carrying an average of 750 pounds additional of eastern mail seven half trips equivalent to 3½ trips at \$30,000 per annum or \$2,500 per month for carrying an average of 125 pounds, Creswell found the *pro rata* adjustment for carrying an average additional 750 pounds would be \$15,000 per month times 3½ months = \$52,500.

Creswell noted at this point in his report that one of Chorpenning's counsel attempted to claim an additional \$32,051.28 for carrying the eastern mail an additional

500 miles from San Pedro to Sacramento using an affidavit by Frank Chorpenning to support his demand. This was a point that had bothered Brown, but Brown was denied the freedom Creswell had to analyze Frank Chorpenning's affidavit in the light of how the eastern mails actually were transshipped on the Pacific coast. Nor was it ever said how the eastern mails were carried between San Pedro and Sacramento, if they ever were.

"In my judgment," he wrote, "there is nothing in his (Frank Chorpenning's) affidavit to sustain this demand. He does not say that these extra mails were 'carried by him to Sacramento via San Pedro.' He says they were carried to California, and this language is ratified by leaving the eastern mails at San Pedro or San Diego, for the steamer to carry them eastward by way of the Isthmus. If they had been taken to Sacramento, it would have been necessary to bring them back to San Francisco for shipment. Steamers in the employ of the Government were obliged to stop at San Diego, and I have no doubt that the eastern mails were landed and received at that point." (Senate Report No. 346, p. 6. Ser. 1443)

Accordingly, he rejected this part of the claim for which Brown had been forced to allow \$15,384.62.

Creswell was strongly influenced by Chorpenning's "Statement of claim . . ." (op cit) in considering Item 5 for carrying the eastern or Independence mail from Salt Lake City to San Pedro under the second contract. First he divided it into two time periods: twelve months or one year from July 1, 1854 to July 1, 1855 and from July 1, 1855 to January 1, 1857.

With respect to the first period Chorpenning agreed "The evidence bearing on this point is very meager and the Act of 1857 does not allow the introduction of other testimony." Creswell accepted the affidavit of the Salt Lake City postmaster that the weight of the eastern mail exceeded that of the regular California mail without putting a figure on it and allowed as much for the "extra" weight as the regular mail or \$30,000 for the year.

With respect to the eighteen months from July 1, 1855 to January 1 1857, Creswell admitted being "perplexed" by the "uncertain and apparently contradictory nature" of a large volume of "affidavits and proofs." Nevertheless, he concluded that the eastern mail was carried regularly both ways between Salt Lake and San Pedro during this period except that he found the affidavit of James B. Leach incompetent as it related to December 1856 and disallowed it together with the six half months previously allowed by Aaron Brown on the strength of the San Bernardino postmaster certificates for a net of fourteen months.

Deciding on an acceptable figure for the average weight was more difficult, but Creswell finally settled on averages of 125 pounds of regular California mail and 700 pounds of eastern mail. On this basis he found the *pro rata* adjustment was \$14,000 per month for the extra 700 pounds of eastern mail over the 125 pounds of regular mail for a total of \$196,000 for the fourteen

months. To this he added \$14,128.98 for the extra weight of westbound mail certified by the San Bernardino postmaster in addition to what Brown had already allowed for February, March, April, May, July, and August 1856, for a new total of \$210,128.98

Of Creswell's award, the \$240,128.98 he allowed for carrying the Independence mail both ways between Salt Lake City and San Pedro from July 1, 1854 to December 1, 1856 was the most fraudulent, because, while some eastern mail clearly was carried on this route as Brown recognized, it implies or at least appears as if all of the mail between Salt Lake and Independence was carried by this route and none by Magraw on Route 8911 during that precise period (Part Va).

Another aspect is that nothing was said by either the POD or Chorpenning himself about carrying eastern mail during the fifteen months from January 1, 1857 to April 1, 1858 embracing the Mormon War when all of the eastern mail *was* carried by via San Pedro, except the six eastbound and two westbound trips by Kimball's carriers (Part Vb) before Hockaday inaugurated weekly service in April 1858 (Part Vd). Perhaps Chorpenning was saving this extra service for still another claim on the government at a later date.

II. The Second Branch

The problem Creswell faced in considering the second branch of the case was the congressional dictum to adjust Chorpenning's claim "on the basis of his agreement with the Postmaster General."

Creswell had no difficulty adjusting the first branch of the case "on the basis of compensation allowed by said act for the regular service," which he took to mean the thirty thousand dollar per annum pay allowed by the third section; but "on the basis of his agreement" to adjust the second branch was both vague and ambiguous because Congress did not define what "agreement" it was referring to. Nor could Creswell turn to the *Congressional Globe* for guidance because Congress passed the resolution of July 15, 1870 without debate.

His only guidance, he felt, was Chorpenning's petition to the Forty-first Congress in February 1870 (1889, Appendix, pp. 66-71), the "report" of the committee which presented it to the House, and the language of the resolution itself.

The petition showed that Chorpenning agreed to and signed a contract to carry the mail through from Salt Lake to Placerville semimonthly in twenty days at his \$34,400 bid price and to "improve the mode and speed of service to run through in 16 days at pro rata additional pay not exceeding \$30,600 a year" for a total of \$65,000 per annum (Appendix 20). Before the service was inaugurated PMG Brown issued an order, as Chorpenning said he agreed to do, improving the service to weekly and doubling the compensation to \$130,000 per annum. The POD also reserved the right to increase the

speed to twelve days at a *pro rata* increase of \$60,000 to a total of \$190,000 and this is what Chorpenning insisted Brown also agreed to do and that this was "his agreement" within the meaning of the act.

The petition also showed that the POD curtailed service on the route from weekly to semimonthly effective July 1, 1859 and reduced Chorpenning's pay to \$80,000 per annum due to financial pressures resulting from the failure of Congress to enact the Post Office Department appropriations bill at its last session. On May 10, 1860 the PMG annulled the contract, as he had the right to do under the terms of the contract, for what he alleged was inferior and irregular service.

In support of his petition, Chorpenning produced affidavits by Representatives Craig (Missouri) and Gwin (Minnesota) swearing that they personally heard Brown commit himself to increase the speed of the service to through in twelve days. Chorpenning's counsel took the position, therefore, that Chorpenning's "agreement" was an oral contract to provide weekly service through in twelve days at \$190,000 per annum.

Creswell rejected this contention, referring to the language of the resolution which directed him to investigate and adjust the claim, "'growing out of the curtailment and annulment of his contract,' nothing more and nothing less." It did not require him, he said, to adjust a claim growing out of a violation of his contract with the PMG or to enforce [an oral] contract. The curtailment, he noted, was from weekly service through in sixteen days at \$130,000 to semimonthly in sixteen days at \$80,000. There was no curtailment, he argued, from the original contract for semimonthly service through in twenty days at Chorpenning's bid price of \$34,400 nor a return to the contract price after the first increase in pay to \$65,000 for semiweekly service in sixteen days, all of which Chorpenning had agreed to.

Chorpenning said in a protest and demand for hearing he filed with the Senate Post Office Committee on February 3, 1871 that he filed his petition for relief in the 41st Congress on February 10, 1870 and that it was referred to the House Post Office Committee the same day (1889, Appendix, pp. 101-3). Actually, he or his legal representatives were following the same strategy he used in 1856 by submitting his petition directly to the Post Office Committee instead of to the House as a whole. The *Congressional Globe* shows no record of a bill being introduced in the House in February nor of the House referring a bill to the Post Office Committee. The first action it shows was a bill introduced on the floor on July 14th by John Cessna (Pennsylvania).

Different from 1856, no report of the Post Office Committee was presented to the House; but in a typical Chorpenningism, he argued that a "report" and a separate paper signed on July 6th by a majority of the com-

mittee "consenting that the report of John Hill on the petition of George Chorpenning be accepted as in regular meeting of the committee, and do agree that the joint resolution reported by him, accompanying his report be offered for consideration in the House, and recommend its passage," gave it the force of a committee report to the House, recognized as such by a majority of the members of the committee "as their report as fully as though it had been agreed upon in committee meeting."

Chorpenning wrote (Id., p. 103):

It has been alleged that there was no report in this case from the committee. Mr. Hill, however, informs us that a report was prepared, but he was unable to submit it to the committee, there being no committee meeting thereafter. This report, or a copy of it, was presented to many, if not all, the members of the committee, and most of them signed an agreement consenting to its acceptance as though made in regular meeting of the committee.

Whether this report thus signed and agreed upon was or was not presented in a formal manner to the House, it certainly was recognized by a majority of the members of the committee as their report as fully as though it had been agreed upon in committee meeting.

When the joint resolution was presented to the House, all debate was cut off by the opponents of the measure. The reading of the report, agreed upon as aforesaid, was not called for; but the report as prepared and accepted by consent of the members of the committee was placed among the papers in the House of Representatives.

It is not to be wondered that Chorpenning was eager to have this report recognized as the findings of the House Committee on the Post Offices and Post Roads and made part of the "affidavits and proofs" on file in the House of Representatives. It was a powerful justification of his position. As he said he would, Creswell took notice of what he called "the opinion expressed by the committee" where this "report" said:

Your committee further find that the Post Office Department entered into a contract with the petitioner for carrying the mail weekly in coaches, for four years from and after July, 1858, between Salt Lake City and Placerville, thus forming the first overland stage line across the Continent. This contract was subsequently annulled by the Department, but clearly it must have been under a misapprehension of the facts, for the proofs filed subsequent to the annulment, copies of which have been furnished to your committee, overwhelmingly show that the route was fully equipped with horses and coaches, and that the service was performed in the most approved manner, with the utmost regularity, and in strict accordance with the requirements of the contract. Under all the circumstances your committee think that the case should be *heard on its merits, after thorough investigation, and should be decided according to the principles of law, equity, and justice* (Creswell's emphasis).

TABLE 15 - SUMMARY OF PMG JOHN A.J. CRESWELL'S AWARD
UNDER ACT OF JULY 15, 1870

Recapitulation

Allowances during term of first contract

For carrying regular mail increased distance from Sacramento to Salt Lake via San Pedro	\$ 13,736.20
For special supply of Carson's Valley	2,225.25
For carrying eastern mail over direct route from Salt Lake to California	7,500.00
For carrying eastern mail from Salt Lake via San Pedro	52,500.00

Allowances during term of second contract

For carrying eastern mail between San Diego and Salt Lake from July 1, 1854 to June 30, 1855	30,000.00
For carrying eastern mail between San Diego and Salt Lake between July 1, 1855 and January 1857	210,128.98

Total allowances, first and second contracts	\$ 316,090.43
Less allowances previously made by PMG Brown	79,072.93

Net allowances, first and second contracts	\$ 237,017.48
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Allowances during term of third contract

Contract price for four years @ \$130,000 per annum	\$ 520,000.00
Less aggregate charges, \$210,268.25 less #2,302.62 interest on deferred payments plus \$706.52 fines and deductions	208,672.15
Net compensation for mail service	\$ 311,327.85
Net estimated expenses (total expenses less non-mail receipts) for balance of contract after annulment	105,334.71
	=====
Damages for curtailment and annulment of contract	\$ 205,993.12 \$ 205,993.12

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Total damages payable	\$ 443,010.60
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In agreeing to rely on the "committee's opinion" in reaching an interpretation of the joint resolution for investigating and adjusting Chorpenning's claim, Creswell noted that the question of the legality of the curtailment and annulment of Chorpenning's contract was not raised by either the committee's report or the language of the resolution itself. Accordingly, he decided his inquiry as to the damages payable should be made as if Chorpenning's contract had contained a provision for damages in case of curtailment or annulment. On this basis he reached for the Supreme Court's decision in *U.S. vs Speed*, 75 U.S. 84, in which it laid down the rule for the measure of damages against the United States for violation of a contract: "We do not believe that any safer rule . . . can be found than that adopted by the court, to wit, the difference between the cost of doing the work and what claimants were to receive for it, making reasonable deductions for the less time engaged, and for release from the care, trouble, risk, and responsibility attending a full execution of the contract."

Having already rejected any notion that "on the basis of his agreement with the Postmaster General" meant anything other than what was specifically stated in the contract, Creswell took \$130,000 per annum as the basis for what Chorpenning was to receive for the contract and proceeded from there (Table 15).

Chorpenning would have been consistent if he protested Creswell's use of \$130,000 per annum as his basis for interpreting "his agreement," instead of the \$190,000 he argued for; but since Creswell's total was \$130,000 more than the \$313,068.62 for which he had already filed a specific claim and which in itself was far more than he could realistically hope Creswell would allow, even he had small cause to complain.

Creswell signed and sealed his award on December 23, 1870 and forwarded it to the Treasury where it was handed to the Sixth Auditor on January 7th. It remained only for J.J. Martin, the Sixth Auditor or Auditor of the Treasury for the Post Office Department, to examine it for regularity and draw a draft for its payment.

Martin testified before the House Judiciary Committee on February 13, 1879 (Chorpenning, 1889, p. 66-78) that he was ready to issue a draft the day payment was stopped - the 12th. Under examination by Mr. Carpen-ter, Chorpenning's attorney, Creswell testified that Martin did allow Chorpenning's claim, drew a draft that was signed by the Third Assistant Postmaster General, and brought it to the Postmaster General; but it wasn't quite like that at all.

In the meantime, George Chorpenning was at home with his family during the second week of January savoring the prospect of his attorney at long last being handed a draft for \$443,000 and a few odd dollars in the next day or two. Unluckily, he was in a position to be victimized through no fault of his own. For the first time in his long ordeal with Congress, unbeknownst to himself, he was in a situation over which he had no control and no role to play.

Repeal of the Act of July 15, 1870

The key figure in the events of January 11 and 12, 1871 that led to repeal of the act for the relief of George Chorpenning, was Conduce G. [Megrew, Megrue] of Cincinnati.

It came about, as Chorpenning himself related (1889, p. 65), during what he described as "the so-called whiskey trials in St. Louis," when one of the counsel asked Megrew what he knew of the "famous Chorpen-ning case." Although Chorpenning thought the question was irrelevant to the case at bar, it probably was admissible to show a history of bribery or extortion by the witness. Megrew replied that on the morning of the day Chorpenning was to have been paid (January 12th), he went to Senator George Spencer of Alabama and asked him to have the Sixth Auditor delay payment of the Chorpenning award a few days, that he (Megrew) could make some money out of it.

In testimony before the House Judiciary Committee in 1879 (id, p. 71-2), Megrue stated that on the day before the Chorpenning claim was to be paid: "A gentleman came to me and said if I would go and see that the claim was not paid the next day there would be an opportunity to make some money on it." Accordingly he approached Senator Spencer at Willard's Hotel the next morning. The differences between Megrue's and Spencer's versions of this meeting are revealing.

Megrue said he told Spencer there was a claim before the Post Office Department he would like him to have stopped for a few days. He said Spencer replied he could arrange to have payment stopped because Martin was a friend of his. When apprised of the facts, he said Spencer went beyond his request to delay it for just a few days and swore he would see that the claim was not paid at all, giving as his reason

that Creswell was a political enemy of his, having blocked some of his appointments in Alabama. Megrue's information was that Martin had agreed with Mr. Earle, one of Chorpenning's attorneys, to sign the warrant in his office at 11 a.m. that same day. Megrue concluded his statement by saying he then went to Martin's office where he saw Spencer take Martin out at about 10:30 and that he saw by the papers the next day that the House had passed a resolution stopping payment of the claim.

Spencer's version of the conversation went more like this (id, p. 76-7, abridged): "On the morning of the [12th] while I was dressing for breakfast, Mr. Con. Megrew came to my room and asked me if I wanted to make \$25,000. I told him if I could make it legitimately and honestly, I would do so. Then he said there was about to be a great swindle perpetrated by the Post Office Department, and that Martin, the Auditor, would that day sign the warrant, and that if I would have Martin hold up his signature for a day or two, he would go and squeeze these parties and make them give him \$50,000. I asked him what the claim was and he said it was the Chorpenning claim; that it was a great swindle and ought not be paid. I ordered him out of my room and told him not to come there again." Nevertheless, Spencer went to Martin and told him: "I am satisfied from the information I have that this claim is a swindle and it ought not be paid." Then, "I came to the House of Representatives and told Mr. Dawes, who was Chairman of the Appropriations Committee and he at once wrote a short resolution and introduced it."

Henry L. Dawes, now a senator, didn't recall being approached by Spencer (id., 73-5), but did remember something that happened earlier on July 14, 1870 when he said he was called out of his seat in the House and asked to introduce a joint resolution for the relief of George Chorpenning, which he declined to do. The resolution was then introduced by Mr. Cessna, "from whose district Mr. Chorpenning came."

Dawes then testified that on the morning of January 12th (abridged): "While I was sitting in my seat, a gentleman came to my desk and asked me if I knew that the Postmaster General was about to pay an enormous sum under a joint resolution that was passed on the last day of the then last session of Congress. He said, as I understood him, that a warrant had already been drawn, and was lying on the desk of the Sixth Auditor awaiting his signature. I turned to the statute and I saw that the joint resolution had gone through on the last day of the session; and then occurred to me what had passed between me and the individual a few days before the end of the session, and it struck me as so remarkable that I turned around to this person, looked at him, and said, 'Who are you?' or 'What do you know about it?' He said, 'I would rather not tell you who I am, for I should lose my place if it were known that I made this communication to you.'

Then I said to him, 'Get out of here!' and I within five minutes of that time, drew up that resolution requesting the Secretary of the Treasury to suspend operation in the case, and to refer the matter to the Committee on Appropriations. Who this person was I never knew, and I do not know now."

When asked who was the gentleman who spoke to him about the Chorpenning claim on the 11th, Megrue answered that "Inasmuch as he is dead, it is hardly worthwhile to mention his name." Megrue also was evasive when asked what his business was at that time. He answered: "I was here more or less during the winters. I had an interest in two or three claim matters."

What Megrue did not disclose was that he had been a U.S. revenue assessor in Cincinnati during the Johnson administration and that he was one of the accused as well as a witness in the Whiskey Fraud trials. Henry P. Dyer, U. S. Attorney for the eastern district of Missouri, testified before the House Select Committee investigating the involvement of U.S. officials in the whiskey tax frauds in Missouri and Wisconsin that in 1871 Megrue and four others organized a scheme by which illicit distillers would manufacture spirits for sale to shop-keepers and saloons without the payment of U.S. excise taxes (House Misc. Doc. No. 186, pp. 30-33, Ser. 1706).

At another point, William Avery, former chief clerk of the Treasury, testified (id., pp. 81-89) that the first he heard of the whiskey frauds was on Thanksgiving Day, 1874, when C.G. Megrew - "He spells it Megrew and Megrue, both ways." - called on him in his office in the Treasury with a proposal regarding three revenue agents recently sent to St. Louis to investigate illicit distilling.

He said Megrew told him that the distillers were getting sick and tired of being investigated and wanted him (Megrew) to get the revenue agents out of their way so they could open their distilleries and go to work (id, p. 83). To mollify them he proposed a scheme "by which we can make a good thing for ourselves." It was to have Avery write a note to John McDonald, the revenue bureau's supervisor in St. Louis saying, "I have talked with Major Megrew in regard to matters in your district. If you will see him on his return, matters in your district can be arranged satisfactory to you, to him, and to all concerned there." Then, in language chillingly similar to what he used with Senator Spencer, Avery quoted Megrew as saying: "'You write me that note to McDonald; I will take it and show it the distillers, who are all friends of mine, and I can squeeze' - that is the word he used - 'I can squeeze \$20 000 or \$25,000 out of them, with an assurance from this office or from you that these men will be called off.'"

Avery said he showed Megrew out the door, but the damage was done. Avery was convicted on one count of conspiracy to defraud the internal revenue and Megrew pleaded guilty to bribery rather than stand trial on fraud charges after his associates were convicted.

Megrue's equivocation before the Judiciary Committee and his involvement in the whiskey frauds suggests that Spencer's version of their meeting in Willard's Hotel on the morning of January 12th is the more believable, that it was Megrue who was attempting to extort \$50,000 from Chorpenning's attorneys rather than accommodating some unnamed, now deceased third person. Further, it appeared from the questioning that Spencer already knew who Megrue was:

Carpenter, *Counsel for Chorpenning*: This man Megrew was then in the Treasury Department, was he?

Spencer: No, I think not. I do not know that he was ever in the Treasury Department. He is a cousin of the present Sixth Auditor, and I used to see him about the Department.

Rep. Butler (Mass): And the present Sixth Auditor was then chief clerk to Martin? Spencer: Yes

It appears from this that Megrew's source of intelligence in the Treasury might have been his cousin, J.M. Megrew, just then chief clerk to Martin and it might have been he who approached Dawes on the floor of the House on the 12th.

Megrew's scheme to extort part of Chorpenning's award depended upon his being able to get Martin to delay payment long enough to squeeze his attorneys, as he put it, and then to reinstate payment after the ransom was paid. It started coming apart when Spencer declared the award should not be paid at all and went completely astray when Dawes' resolution passed Congress and ripened in Committee into the joint resolution to repeal Dawes personally delivered to the House on the 30th (*Congressional Globe*, 41 C., 3 S, pp. 465, 833-837):

Resolved, That the joint resolution, approved July fifteenth, eighteen hundred and seventy, entitled a "Joint resolution authorizing the Postmaster-General to adjust the account of George Chorpenning," be, and the same is hereby, repealed."

Dawes's presentation consuming more than an hour was a diatribe as vicious as the obligatory decorum of the House permitted. Nor did he refrain from denouncing Chorpenning's claim as fraudulent.

He began by recognizing that Chorpenning's was one of four contracts let for carrying the mail to the Pacific at prices less than it could be carried for. "It was the disposition of Congress," he said, "to make remuneration to the contractors and all of them from time to time had extra allowances granted to them." He presumably was referring to Magraw, Hockaday and Chorpenning on the central route and Giddings on the southern. "But all of them," he went on, "save this gentleman had a specific sum allowed as an extra. Instead of allowing Mr. Chorpenning a specific sum which was known and would be known to the Congress that granted it, it was arranged on consultation with counsel beforehand." The effect of this was to phrase his demand for extra compensation as a "claim" for doing what he had

contracted to do.

Dawes then turned to the language in the 1857 act that required the Postmaster General to adjust and settle the claim by allowing a *pro rata* increase of compensation "as shown by the affidavits and proofs on file in the House of Representatives." Beyond the papers already filed in support of the petition Chorpenning submitted in June 1856, Dawes charged that previous to passage of the act Chorpenning's attorney visited the Post Office Department and personally "assorted" and arranged the papers on which the PMG was bound by law to make his award; at the same time carrying away Chorpenning's written request to be permitted to carry the mail under his first contract from Salt Lake City to Sacramento via San Pedro and up the coast to San Francisco and Sacramento for his own convenience and not at the direction of the Post Office Department, so that its effect could not be considered among the "affidavits and proofs."

In a similar vein, Dawes showed how much of Creswell's award was based on these affidavits and proofs. In one case, he said, \$196,000 was allowed on the strength of a single affidavit by James B. Leach, sworn in Washington, D.C. eighteen months later as to the weight and frequency of mail carried from California to Salt Lake, entirely on the witness's memory with no corroboration. In another case, \$30,000 was allowed for carrying the eastern mail between San Diego and Salt Lake City from July 1854 through June 1855 solely on the strength of a personal letter from the Salt Lake postmaster to Chorpenning, and so on and on. It went without saying that none of these affidavits and proofs were ever subject to cross examination since the language of the act excluded them from any inquiry.

Further, Dawes pointed out the contradiction between awarding damages based on Chorpenning's highest rate of compensation for his third contract and the one month's pay he had already agreed to as compensation for annulment by signing the contract. Then, by subtracting Chorpenning's own unaudited statement of what it would have cost him after non-mail receipts for the two years and twenty-five days left on his contract from the \$269,000 he would have received during the same time for a net of \$206,000, Dawes figured the resolution of July 15, 1870 compelled Creswell to allow Chorpenning four out of five dollars (actually 76%) profit for doing nothing.

Turning to the Post Office Committee's "report" to which eight members of the committee consented to Mr. Hill's report being accepted "as in regular meeting of the committee" and recommended the passage of the joint resolution for Chorpenning's relief, Dawes declared it was printed and "passed upon the Postmaster General as a report made to this House." He did not attempt to identify the author of this report, simply saying, "It was prepared by parties outside, in advance, so as to be ready to meet any opportunity that might arise . . . As I said,

the committee were not able to make the report." The language in the consent referring to "the report of Mr. Hill," however, suggested he prepared the report.

John Hill (New Jersey) rose to vindicate himself by saying that the case was referred to him in the Post Office Committee; but that after obtaining the papers in the case from the POD, he turned them over to the gentleman who had charge of the bill in the House (Cessna). He "supposed" the committee report was written by Cessna although, as a member of the committee, he must have known this could not have been the case.

James B. Beck (Kentucky), another member of the Appropriations Committee, took the floor to raise a peripheral issue Congress had considered previously, that was the practice of officials obtaining information by which they could make money outside of government and then resigning to prosecute claims against it. In the present case he charged that Chorpenning's claim was being managed by George Earle, Creswell's former law partner he appointed First Assistant Postmaster General when he took office in March 1869. Beck said, "He (Earle) resigned his office doubtless after he had obtained information in the Department that would enable him to push claims like this through Congress and the Department, and then for a large contingent fee he gets in this case the sum of \$443,000 for his client, taking advantage of his former position and the confidence of the Postmaster General in him."

Beck did not exactly say that Earle wrote the Post Office Committee report, but did say that he included it in his brief before the Post Office Department, knowing Creswell would accept it as an official report without question while he himself knew it was fraudulent.

Cessna finally ventured to make a personal explanation (id., p. 1028-31) in response to charges in the press that he "engineered the case through the House." In a lengthy review of his involvement he dated Earle's entry into the case from April or May 1870. He confirmed that the text of the joint resolution for Chorpenning's relief was handed to him by Earle in early July and that he turned it over to Hill who returned it in time for him to introduce it on July 14th. He was emphatic that the committee report "was prepared and handed to me by the petitioner's counsel, Mr. Earle, and by me delivered to Hill's sub-committee."

The House ran for cover. After all, it bore the responsibility for enacting last minute legislation for the convenience of its members under suspensions of rules without debate or concern for cost. By this time, too, the press was breathing down its neck. It passed the repealing legislation without further ado. The Senate concurred and it became law on February 9th, 16 Stat. 702.

Having gone that far, Congress screwed the lid on even tighter by inserting a clause in the current general appropriations bill that no part of the money appropriated in it for the use of the Post Office Department "shall

be applied to the payment of what is known as the Chorpenning claim," 16 Stat. 519. The Supreme Court later interpreted this as evidence that Congress intended

nothing more should be paid Chorpenning without further authority from Congress.

FINAL APPEALS

Chorpenning did not fully understand at first what had happened when Congress repealed the 1870 act. True to form he began filing demands to be heard even before the repeal became law; but he had gone to the congressional well too many times before and his claim had been too wholly discredited by Dawes for even his own congressman to come forward in his defense. Nor did anything he said suggest he had any suspicion of outside influences being brought to bear (1889, Appendix, pp. 101-103). It would, of course, be several years before he would learn of Megrew's testimony in the St. Louis whiskey trails and there is no indication that Dawes knew anything about Megrew or his meeting with Spencer when he introduced his resolution to inquire into Chorpenning's claim.

It was only when he argued, "The legislative branch of the Government has not the power arbitrarily to take from me the fruits of an award made by the Postmaster General in the execution of a jurisdiction legally vested in him," and, "An award has been made in my favor, and my rights under it have become vested. I respectfully deny that any branch of the Government has the power to seize *in transitu* the money thus awarded to me by an umpire having competent jurisdiction," that he raised a legal issue of merit. Unfortunately, the Supreme Court had already rejected this argument in the Fisher case, 74 U.S. 188, from which it declared in *Chorpenning vs. U.S.*, 94 U.S. 397 that the Chorpenning claim was not distinguishable in principle.

It is not possible to say whether Chorpenning was personally aware of the Fisher case in 1856, but it clearly was the model his attorneys' used for prosecuting his claim before Congress.

The Fisher Case

The Fisher case began in 1812 when George Fisher, a planter, moved to west Florida and took up a tract of public land in the neighborhood of an Indian tribe. Soon after, in 1813, the Indians compelled his overseers and slaves to flee and his improvements were destroyed by the Indians and U.S. troops pursuing them.

Fisher waited until 1832 to apply for restitution and it was not until 1838 that the House referred his petition to the Committee on Indian Affairs where witnesses estimated his loss at \$12,173 (House Report No. 484, Serial 334); but it took no action at this time.

Fisher's legal representative, Gordon, renewed his application and obtained an act in 1848 requiring the Second Auditor to examine and adjust the claim of George Fisher, deceased, for property taken or destroyed by the troops of the United State, *on principles of equity and justice*, 9 Stat. 712. Section 2 was specific that no payment should be made for property destroyed by the Indians and that in the event the claimant could not provide proof of the property destroyed by the troops, the accounting officer was authorized to apportion the losses "as he may think just and equitable." Thus, the Fisher case established models for not specifying the dollar amount of damages sought and for accepting *ex poste* proofs furnished by the claimant as dispositive.

After refusing to consider certain "proofs" because he did not consider them properly authenticated, the Auditor allowed Fisher's heirs \$8,873 as one-half the value of the property destroyed by the troops, assuming, as he was allowed to do, that the other half was destroyed by Indians. He was later persuaded to reconsider his

award and allowed an error of \$100 in favor of the claimant and \$8,997.94 interest from the date of first application. Still not satisfied, the claimants demanded and received an additional \$10,004.98 interest from the date of loss.

Aggrieved that the Auditor rejected certain of their depositions, Gordon obtained another act in 1854 directing the Auditor to re-examine the case and to accept the testimony previously rejected, provided it was now legally authenticated, 10 Stat. 835. This they could not do for there is no record of further action under this act.

Nevertheless, the 1854 act was a learning experience. Gordon was back again in 1858 with a "supplemental" act transferring "the duties imposed or required to be performed" to the Secretary of War, "who shall proceed *de novo* to execute the same in their plain and obvious meaning," 11 Stat. 553.

Secretary. Floyd was generous to a fault. After raising the value of the Fisher property a token \$158, he concluded that *all* of the property was destroyed by troops and none by Indians. Accordingly, he allowed the entire value of the property and added interest from the date of destruction for a total of \$39,217.50 above what had already been paid. The damages and interest paid for the Fisher property now reached \$67,203.33.

Gordon obviously had too good a thing going to quit now. He came back in 1860 with another revision of the 1854 act requiring the Secretary "to consider and give effect to all the testimony filed in said case, including certain depositions formerly rejected for want of authentication, but now duly authenticated . . . and to make

such corrections in his said former statement and settlement . . . as in his opinion justice to the claimant shall require,” 12 Stat. 873. On November 23rd Secretary Floyd found another \$66,519.85, which would have brought the total to \$133,723.18 – had it been paid!

Floyd’s award provoked the House Indian Affairs Committee into reporting a joint resolution repealing the act in favor of Gordon (*Congressional Globe*, 36 C., 2 Sess., p. 193, 448). Thomas M. Edwards (New Hampshire), speaking for the committee, said the intent of the 1860 act was merely to correct a few small errors so that the committee considered Floyd’s award unwarranted. He complained that the case had been managed outside of the House and that the “bill was drawn for the express purpose of securing allowances beyond the previous awards.” Congress passed the repeal on March 2, 1861, 12 Stat. 895.

Fisher’s heirs, represented by Gordon, petitioned the Court of Claims, 1 C.Cls. 1 to obtain payment of Floyd’s award. They argued, as Chorpenning did later, that the repeal was without power to affect the Secretary’s allowance which vested in them a right beyond the reach of Congress, insisting that once Congress submitted a claim to an accounting officer it became a submission to arbitrament. The court rejected their argument for arbitrament as lacking the mutualities of consent and obligation inherent in arbitration. It concluded that Floyd’s function was ministerial, not judicial as it would have had to have been in the case of arbitrament, and dismissed Gordon’s petition.

The Court also took notice that Floyd’s last award was entirely interest, “the principal debt upon which it is computed having been satisfied long since.” The Court, however, did not have to deal with this issue since it was prohibited by its organic act from allowing interest as an incident to debt in any case.

Gordon carried the Fisher case to the Supreme Court, 74 U.S. 188 (December 1868) which affirmed the judgment of the Court of Claims both with respect to the power of Congress to enact repealing legislation and to the immunity of the government from allowances of interest on claims against it

The Chorpenning Case

George Chorpenning’s world crashed down around him that day in January when Representative Dawes delivered the report of the Appropriations Committee to the House. He more likely read about it in the press that evening than the full text in the *Globe* the next day; but if he failed to realize that the momentum to repeal was irreversible, it would have been self-delusive.

It was all the harder for him to bear because, for this one time at least, he apparently was completely unaware of the events in Washington on the 12th and remained in the dark until Megrew’s testimony in the whis-

key trails became public.

In spite of their similarities and the precedent of the Gordon decision, Chorpenning’s attorneys, Joseph Casey and George Earle, pushed forward on the same path, only the issues now were Creswell’s report per se and the power of the Congress to repeal its previous enactment. The amount of the award and the “affidavits and proofs” used to arrive at it were no longer relevant.

It was clear from *Gordon* where the Supreme Court said that the repealing legislation only deprived the claimant of the tribunal created for the adjustment of his claim: “His right to importune Congress was not at all impaired by its repeal.” Chorpenning’s attorneys correctly read this as leaving the door open to a return to Congress for relief.

When the 43rd Congress (1874) failed either to report a bill or to remit his case to the Court of Claims, they availed themselves of the final clause in the 1870 act: “the right of appeal . . . to the court of claims is reserved and allowed to said claimant.” They sued in the Court of Claims even though it was unclear whether that clause survived the act’s repeal.

Even though the Supreme Court had already rejected arbitrament in *Gordon*, Casey and Earle argued that the joint resolution of July 15, 1870 was a submission to arbitration, that the Postmaster General was an arbitrator acting in a judicial capacity, and that the Postmaster General’s decision was a binding mutual settlement and adjustment the United States could not set aside. Ironically, they also contended, counter to the PMG decisions and opinions they had protested for so many years, that Creswell’s decision was *res judicata*.

The Court rejected their arguments and dismissed their petition as it had in *Gordon*. In so doing it relied heavily on the precise language of the underlying legislation. It noted that the resolution of July 15, 1870 directed the PMG merely to investigate and adjust. It did not authorize the PMG to *settle* as well as to adjust, to *determine* the equity of the claims, or to make *allowances*. The Court found nothing that could be construed as authorization to “arbitrate,” and concluded that the word “findings” in the grant of appeal indicated a Congressional intent to limit the PMG to a “verdict” or ascertainment of fact. If Creswell meant anything more by his use of the words, “award” and “determine there is due and owing” than a mere announcement of his adjustment, the Court ruled he was exceeding his authority, 11 C.Cls. 625 (December 1875).

Casey and Earle then appealed to the Supreme Court which affirmed the decision of the Court of Claims, adding that the PMG was not authorized by the act of July 15, 1870 to “investigate and adjust” Chorpenning’s claim anew under the first section of the 1857 act, that act having become moot by actions under it that first year, 94 U.S. 397, March 1877 (see also Reporter’s Statement of pleadings in 12 C.Cls. 110).

Chorpenning's claim died in the face of these decisions, leaving his only recourse to return to Congress; but his was a lost cause. As in the case of the Holladay claim being legislated at about this same time, Congress was not disposed to look with favor on any more petitions for relief based mail contracts.

The 45th Congress (*Congressional Record*, 1 S., pp. 1322, 2111) first referred the papers relating to the claim of George Chorpenning to the House Post Office Committee on February 25, 1878 and then to the Judiciary Committee on March 18th with the instruction "not to be brought back on a motion to reconsider," which was parliamentary jargon instructing the committee not to take any further action.

It was a happy chance, however, that Chorpenning's claim was still before the Judiciary Committee the next February, because it forced the committee to hold a hearing on the Megrew affair, *supra*.

The first session of the 46th Congress (April 1879) again referred the Chorpenning claim to the House Judiciary Committee and the third session (January 1881) referred a bill to remit his claim to the Court of Claims again to the Judiciary Committee, where it died.

Finally, the 48th Congress (1884) referred a Resolution "to review the award of John A.J. Creswell, late Postmaster General by which he found due to George Chorpenning \$443,010.60," to the House Judiciary Committee where it died for the last time.

GEORGE CHORPENNING: HIS LIFE AND DEATH

Chorpenning's obsession with what he perceived was due him in the way of public recognition and rewards from the government on the principles of equity and justice, as he would have put it, came at a high price mentally and financially, for there was much in his life that suggests insecurity and a psychological need to prove himself; as, for example, when he made his daring but foolhardy trip alone carrying the mail from Salt Lake to Sacramento in July 1852 (Part III). He bragged it was so dangerous that "in order to buy a single mule from Messrs. Holliday & Warner, I was required to give an order on my father in the East for its payment, in case I was killed by the Indians, which they all assured me I would be," and that "up to this time no man had ever made the trip between Salt Lake and California alone; nor had any party ever made it in less than twenty-two days" (Chorpenning, 1874, p.8).

His 1874 pamphlet, *The Case of George Chorpenning vs. The United States*, traces a gradual development of a persecution complex, beginning with his introductory statement (id. p. 1):

Although my claims against the Government have occupied a large share of public attention for many years, still it is not only singular, but, to me, deeply painful, to see how very imperfectly they are understood, and how sadly I am misrepresented in connection therewith.

The slanders, vituperations, falsehoods, and misrepresentations which have been hurled against me by the united press of the country, seeking not only to rob me of my character, my property, and the most sacred rights guaranteed to me by the Government, but also to entail upon my wife and children a blight that would follow them to their graves, have, perhaps, scarcely ever been paralleled in the history of this country.

This was followed by fifty-some pages of grievances, arguments, testimonials, and self justifications in which he portrays himself as a paragon surrounded by evil genii conspiring to defraud him of his contracts, property, and good name. His readings of his contracts and interpretations of the legislation affecting them is, in his own view, of course, above question in every detail, while Post Office Department proceedings and Court of Claims decisions against him are inevitably erroneous. Everything in his favor is inviolable; everything adverse to him is personal malevolence. These convictions became an obsession he took to the grave.

George Chorpenning, Jr. was born in Somerset County, Pennsylvania on June 1, 1820, the second son of George Chorpenning, Sr., a western Pennsylvania pioneer of Huguenot descent. His brother, Franklin, who became a physician and his associate, was ten years his junior. (The following is largely from unpublished material furnished by the Historical and Genealogical Society of Somerset County, Pennsylvania and the *Somerset Herald*, April 11, 1894).

He was educated locally and worked on his father's farm until he entered business on his own in a nearby village, most likely storekeeping. In the meantime, he married Mary Margaret Pile (1821-63) in January 1841 and had a daughter and a son.

In 1849 he settled his family in Somerset and set out for California with his brother-in-law, Irwin Pile, and a cousin by riverboat from Pittsburgh to Independence. With a stout wagon, an extra span of mules, and supplies for three or four months, crossing the plains and over the Sierras was a lark for three young men in their prime. Important for the future, it familiarized him with the Humboldt route from the Raft River crossing to Sacramento.

Unfortunately, like most other Forty-niners, they were too late for the easy riches they dreamed of. The richest diggings were already taken up so that newcomers had few options beyond working for wages, scrambling along the banks for the few dollars a day they could

pan out in gold dust, or returning home beaten. About their only other opportunity was to enter some trade or business which some did at great profit.

Since Chorpenning is not known to have returned east until the winter of 1852, it seems likely that he met Absolem Woodward in California and that they may even have bid on one or another of the mail route contracts radiating from San Francisco and Sacramento the special agent began advertising as early as mid 1849.

His trip east in late 1852 was to plead his case for rescinding PMG Hubbard's annulment of his contract for Route 5066. This once, at least, not only was he successful in getting his contract reinstated, he won, in 1857, damages, allowances for "extra" services, an increase in pay, and, some years later, damages for Indian depredations for both himself and Elizabeth Woodward.

Pursuant to the Act of March 3, 1857, Chorpenning received roughly \$110,000 for damages and extra services in connection with his first and second contracts (Table 14) and close to \$60,000 in arrearages from pay increases not reflected in Brown's adjustment, less legal fees, but still a substantial sum. Together with what he might have realized from abandoning his creditors and employees in the fall of 1859, he was well enough off to move into one of Somerset's most prestigious houses and take up winter residence in Washington. The Civil War, however, made it an inopportune time to pursue a further private claim.

In a typical Chorpenningism, the *Somerset Herald* preserved the family myth that "Chorpenning organized the First and Second Maryland Infantry in 1861, at the personal request of President Lincoln." The facts reported in the standard histories are that he was not involved in the organization of either the First or Second Maryland Infantries. Although he was commissioned major on the First Infantry's regimental staff on June 11, 1861, he resigned three and a half months later on September 28th without ever having reported for duty (J. Thomas Scharf, 1882, v. 1 p. 304ff; L. Allison Wilmer, et. al, 1898, v. 1, pp. 16-17).

Family sources say that George, Jr. became known as "major" on account of his Civil War service; but, again, the assertion was exaggerated. The *Deseret News* had already called him "major" as early as November 23, 1859, probably as an honorary title to reflect his prestige as a trailblazer and entrepreneur.

His brother, Dr. Frank Chorpenning, remained in California. On August 20, 1862 the *Alta California* reported: "Dr. Chorpenning, formerly superintendent of the Overland mail Company, was killed a few days since in Mono county, where he was acting as Assistant surgeon of Capt. E.A. Rowe's Company of California Volunteers." Since Rowe's Company A of the Second Cavalry was not engaged in hostilities at that time, it is supposed his death was accidental.

Another tragedy struck the next year when Mary Chorpenning died on November 5, 1863 at forty-three, leaving a married daughter, Georgianna, 20, and Frank, 14, ready to take up his medical studies.

At about the same time Chorpenning obtained damages in June 1866 for Indian depredations during his and Absolem Woodward's contract for Route 5066, his attorneys began an action in the Court of Claims asserting that in arriving at his allowances under the 1857 act, PMG Brown committed numerous errors both in the construction of the act and the testimony, which was to say those interminable "affidavits and proofs," as well as in his calculations, all to the detriment of the claimant, of course.

While this case was pending, he married Mrs. Carolyn Dunlap, a lady with some standing in Washington society, and in the next three years had two more children, George Washington and Daisy Chorpenning.

For a man who was characterized by Albert M. Rowe, most likely an in-law of his son Frank, in the *Los Angeles Times* (September 9, 1923) as a dominant personality, methodical and positive, the uncertainties of the next ten years must have shaken Chorpenning's self-assurance, but reinforced rather than assuaged his self-righteousness.

The ruling of the Court of Claims in its December 1867 term was only a temporary setback, for he still had several options open in spite of it.

The enactment of the private bill on July 14, 1870 was a stunning vindication not to be tarnished, in his view, by the parliamentary chicanery the bill's backers used to get it to the House and passed almost at the last minute without consideration by the full Post Office Committee or debate on the floor. What else could Creswell do but remedy Brown's errors, although Chorpenning and his attorneys must have been surprised at his generosity that surpassed their most optimistic expectations. If they were uncomfortable by how long it was taking the Post Office Department to clear payment through the Sixth Auditor, nothing was said until later.

At first, they probably considered Dawes's resolution to review the case as no more than an egoism by an ambitious legislator that would blow over in a couple of days. The Appropriations Committee's resolution to repeal was an ill wind Earle and Casey were powerless to restrain. Chorpenning asked to be heard, demanded to be heard, begged to be heard. He filed a petition with the Senate Post Office Committee two days before the Senate passed the repealer and sent it back to the House. All doors, as he said, were closed against him.

His appeals to the Court of Claims and finally to the Supreme Court were anticlimactic. Neither court had the grounds nor the desire to overturn *Gordon* in his favor. Even the Justice Committee's hearing into the Megrew affair was little more than a charade. The Committee never had the slightest inclination to recommend recon-

sideration on that account.

Nevertheless, his claim took on such a reality in his mind that only congressional recognition of its equity and justice was needed to bring it to fruition.

So real was it that when his finances were deteriorating in 1880, he managed to sell it to James W. Montgomery of Chicago, probably with the assurance Congress was ready to act favorably on it at any moment. This transaction didn't come to light until December 1892 when Montgomery brought suit to recover assignments of fifty thousand dollar each out of it he earlier made to John L. Bough and Asa Parker, to resell on commission' and another of \$250,000 in November 1892 on similar terms (*New York Times*, December 30, 1892 and January 27, 1893). It was asserted that notice of the claims against the government "have been filed by Bough and Parker, and it is said that in March the Government will pay the entire claim."

Chorpenning's domestic life also deteriorated. He and Carrie were divorced about the time they moved to

New York City in 1887. Carrie married James Redpath, an eminent journalist and lecturer in September 1888, and after his tragic death in a streetcar accident in 1891, opened a boarding house on West Twenty-second street where her son, George W. Chorpenning, lived with her while Daisy married and had a son of her own in 1891.

Now destitute and long since estranged from his family, Chorpenning was living in a tenement house on Fifteenth Street when he was stricken with septicemia, or blood poisoning, on March 30, 1894 and died four days later on April 3rd in New York City Hospital as a ward of the city (New York State Certificate and Record of Death). He was buried in a pauper's grave in Brooklyn, apparently unattended by his ex-wife or his son and daughter. His obituary in the *Somerset Herald* (April 11, 1894) said that his son Frank by Mary Pile did not reach New York until after his death.

It was an ignominious ending for a man who had faced the frontier and, in his own way, overcame it.

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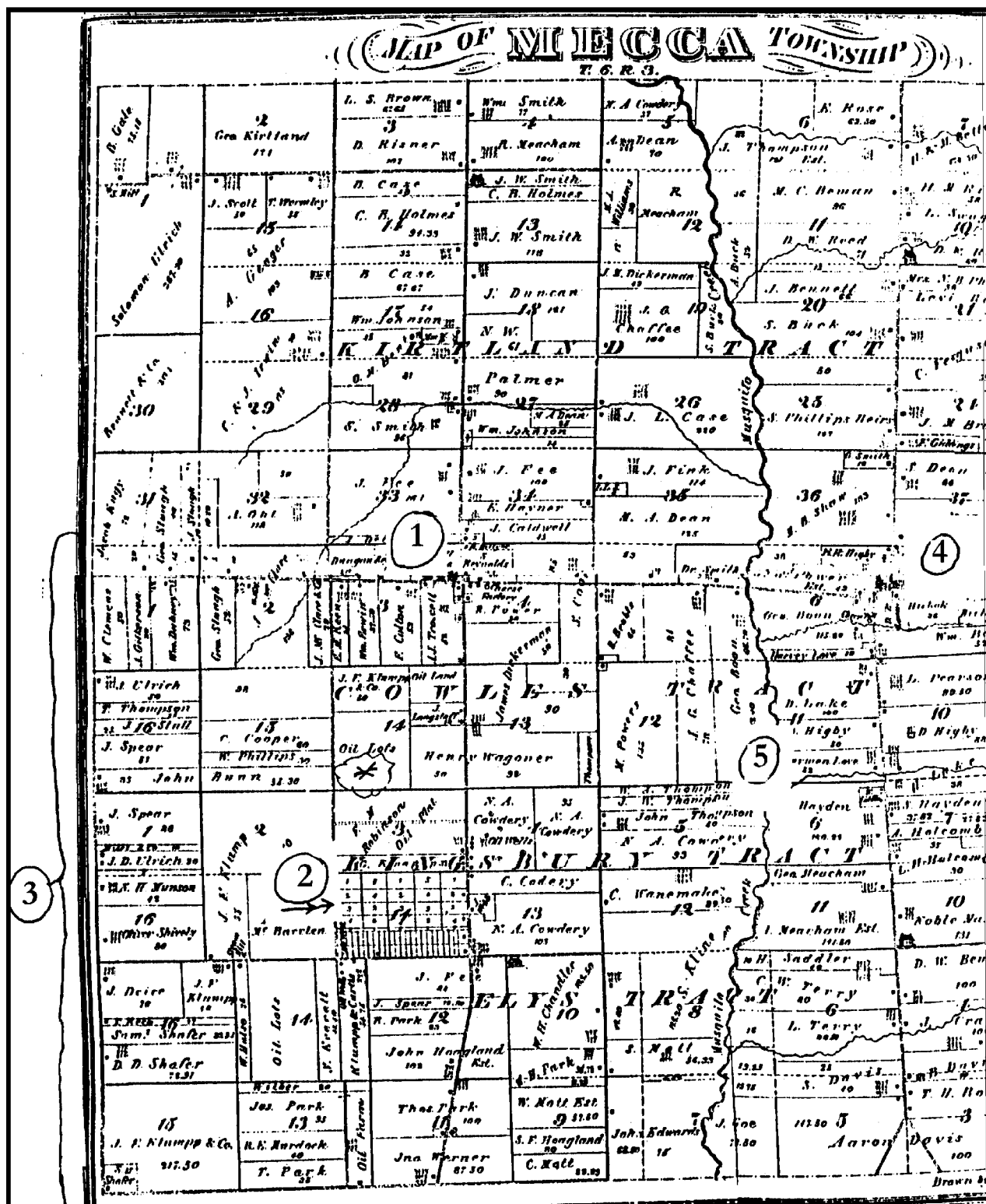
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Map 1. Mecca Township 1874. 1) Powers Corners, now West Mecca; 2) Oil Diggins town site; 3) Oil Lands (SW 1/4 of Township); 4) Mecca; 5) Mosquito Creek (now a reservoir).

Oil Diggins, A Wild West Town in Ohio

By Richard V. Wyman

Few residents of rural northern Ohio are aware that the first oil rush in Ohio took place in Trumbull County in 1860, only 60 miles west of the first discovery at Drake Well in Titusville, Pennsylvania, and only three months after that discovery.

Although I was born and raised in Northern Ohio, I was unaware of the oil in Trumbull County. Later I became a geologist and my uncle, Charles L. Wyman, an avid stamp collector, gave me the Scott #26 with "Oil Diggins" post mark shown in **Figure 1**. It is only now, years later, that I became interested in the postal history of my childhood neighborhood after a career in geology and mining that took me all over the world.

The land in southwest Mecca township near Mosquito Creek (**Map 1**) was long known by the Indians to have oil seeps, and some farmers who drilled water wells found foul smelling oil in their water. But in 1860, William Jeffrey drilled a well for oil and found it at 85 feet. **The rush was on!** Several hundred shallow wells were drilled in 1860 and 1861. Land values skyrocketed and a town site was plotted (**Map 2**). But the wells were shallow. Oil was found in the Berea Grit, a sandstone that lay 40 to 60 feet below the surface, easily reached by drilling with a "spring pole" rig.

After the first discovery, a leasing and drilling excitement similar to the mining rushes of the west ensued. A town, first called *Dixie*, later called *Oil Diggins*, was founded. The post office of *Oil Diggins* was established December 28, 1860 and discontinued February 18, 1866. It was re-established August 5, 1869 and operated to May 6, 1875.



Figure 1. Scott #26 with "Oil Diggins" postmark.

There were three post offices involved in the oil activity. These are listed below with their postmasters.

Oil Diggins: December 28, 1860 – February 18, 1866

Hiram Benham, Dec. 1860 – May, 1862
Orren Bronson, May – August, 1862
Marcus Tuttle, August 1862 – March 1865
John Webb, March 1865 – February 1866

Powers Corners: February 19, 1866 – August 4, 1869

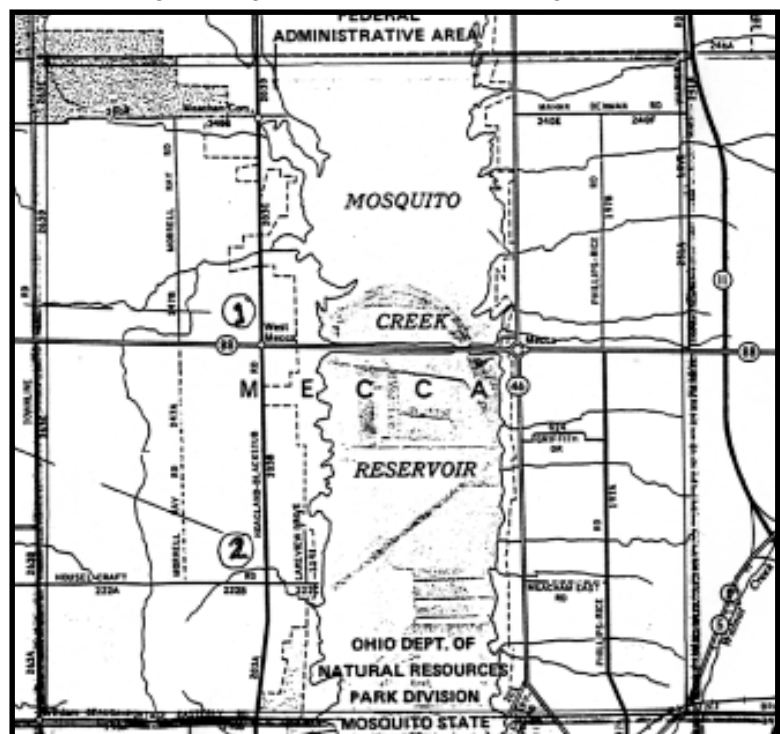
Robert Dungan, Feb. 1866 – Jan. 1868
Henry Wilson, January 1868 – Aug 1869

Oil Diggins: August 5, 1869 – May 6, 1875

Norval Cobb, Aug. 1869 – July 1873
Nelson Osborn, July 1873 – May 1875

West Mecca: May 6, 1875 – March 31, 1903

In 1860, about 150 buildings were built in the town including the typical boom-town assemblage of hotels, saloons, stores, shanties, houses-of-ill-repute, gambling halls and homes. "Rough characters" in-



Map 2. Mecca Township plat. 1) West Mecca; 2) Oil Diggins (site).

Note: Townships in this Western Reserve were 5 miles on a side instead of 6 as in the Western U.S.

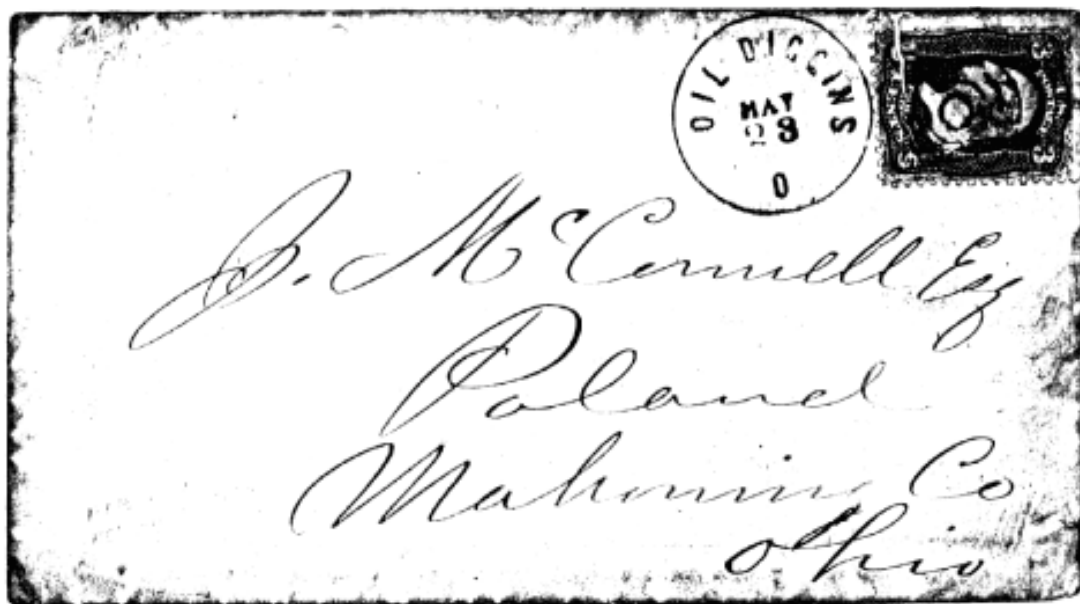


Figure 2. Scott #65 with OIL DIGGINS postmark mailed May 24, 1866.

clined toward fighting and gambling came to work the oil rigs. By 1861 the speculative bubble burst and people abandoned the town as it became clear there were no large producers. The Civil War began in April and many "rough characters" joined the army.

After the initial rush, none of the wells proved to be large, with most pumping only a few barrels a day. The oil was a good oil testing 20 to 30 baume. A few wells continued pumping as the oil found a ready market in Cleveland as a lubricant for railroad use.

The producing formation in the area is the Mississippian Age Berea Grit in a low monoclinical structure, and prominent in Ohio as a petroleum producer elsewhere. But in West Mecca it had been eroded and stripped by glaciation, and lay at the surface later to be covered by glacial till. There was no gas pressure, and the oil had already yielded most of its volatile portion by evaporation long before. Later, unique attempts were made to mine the oil horizon. To produce significant amounts of oil, a scheme was developed to recover the oil through a mine shaft.

I quote Bownocker, (*Ohio Geological Survey*, 1903.)

Sometime between 1861 and 1865 an attempt was made to secure the oil in a unique way; this consisted of shafts and tunnels. Three of the former were sunk, and when the Berea grit had been penetrated a few feet, tunneling began. To the east a small valley existed, and the plan was to extend the tunnel until it intersected the valley. Then it was expected that the oil would flow from the rock through the tunnel. The plan, however, was never completed. About 20 years later another attempt was made at tunnel con-

struction. A shaft was sunk to depth of 52 feet, and a tunnel excavated from this 32 feet to the east and 30 to the west. After spending a small fortune in the foolish enterprise it was abandoned.

Soon after the close of the Civil War, work was renewed, and drilling became quite active. The neighboring townships of Mesopotamia, Bristol and Green were tested, the result being a few producing wells in each. The oil was a lubricant and most of it was shipped to Pittsburgh, Cleveland and adjacent places. It commanded usually from 60 to 75 cents per gallon, but the price is reported to have risen to \$1.25.

About the year 1878 active drilling began for the third time, and tests were made in the surrounding townships, but the excitement lasted a few months only and then the drillers left the field. Much of the territory had been drilled before, and consequently the wells were small. Since that time an occasional well has been drilled. The Cowdery farm was still the best producer, but even here none of the wells were pumped regularly.

The excitement resumed two or three more times in the 1870s and 1880s with action at Powers Corners, now known as West Mecca. As recently as 1966 there were attempts at production. All were failures.

The attempt to produce oil from the rock by mining methods is being done today, and with very little difference from the idea developed at Oil Diggins, except it is more successful using modern technology.

Figure 3. The "Diggins" Restaurant in West Mecca, the only building standing as a reminder of the town of Oil Diggins.



When oil is pumped from the ground, only 35 to 50% of the petroleum present is recovered with the remainder trapped in the pore space of the formation. By mining in the oil bearing strata as much as 90 to 95% of the petroleum can theoretically be recovered.

The 1874 map of Mecca township (*Map 1*) shows the locations of the three post offices. The layout of the town of Oil Diggins is shown in Lot 14 of Kingsbury Tract, with Cowdery oil wells in Lots 4 and 13. The principal producing area is outlined and includes the Cowdery, Kingsbury and Ely Tracts.

The Scott #65 shown on cover in *Figure 2* was mailed May 24, 1866, (date on enclosed letter), after Oil Diggins was discontinued the first time and the post office was at Powers Corners. Apparently they still used the Oil Diggins circular date stamp. The letter concerns a possible oil lease.

Today there are no post offices in the township. The towns of Oil Diggins and Powers Corners have completely disappeared. Only a small village of West Mecca remains with a restaurant called "The Diggins" shown in the photograph (*Figure 3*).

Much of this information was sent to me by a local historian who has written the history of Mecca township; Mr. Thomas K. Kachur, 3460 State Route 46

NE, Cortland, Ohio, 44410. Another source was Mrs. Leah Hubbard of Bristolville, Ohio, a high school classmate of mine. The National Archives provided post office data.

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Auxiliary Markings - Charity Labels Revisited

By Randy Stehle

The subject of charity labels was previously discussed in the March 1996 *La Posta* (Volume 27, Number 1). These labels were part of a larger article on the subject of mail that was sent unpaid or short paid and yet was not unduly delayed in their delivery. The recent discovery of two interesting usages is the reason for this further examination of these rare and fascinating items.

The introduction to the earlier article laid out the background for this type of label. It stated,

Many auxiliary markings have been used to

explain why a particular piece of mail was delayed in its delivery. The reasons for delay are quite varied and numerous, ranging from a simple misaddressed letter to something as disruptive as an earthquake. There are a few types of markings that actually show just the opposite – mail that normally would have been delayed but was not.

A common way that mail is delayed is due to the underpayment, or non-payment, of postage. Under certain conditions, the delay in collection of postage due can be shortened or eliminated altogether. The Post Office Department (POD) has required the prepayment of postage since 1855, and prepayment by means of stamps since early 1856. Over the years, various rules have been in affect to deal with the area of postage due. Depending on the type of mail (class, letter or post card, etc.), the time period, and the type of postage due (underpaid or not paid at all), various actions were taken by the POD. Such things as detaining the mail at the originating office (and advising the sender by a notice of detention), collecting the postage due from the addressee, and even sending the mail to the Dead Letter Office for further treatment have all been used by the POD.

During the second half of the 19th century, postage due mail occasionally received the treatment illustrated in **Figure 1**. This letter was mailed in San Francisco in 1870 without postage. It did not receive any

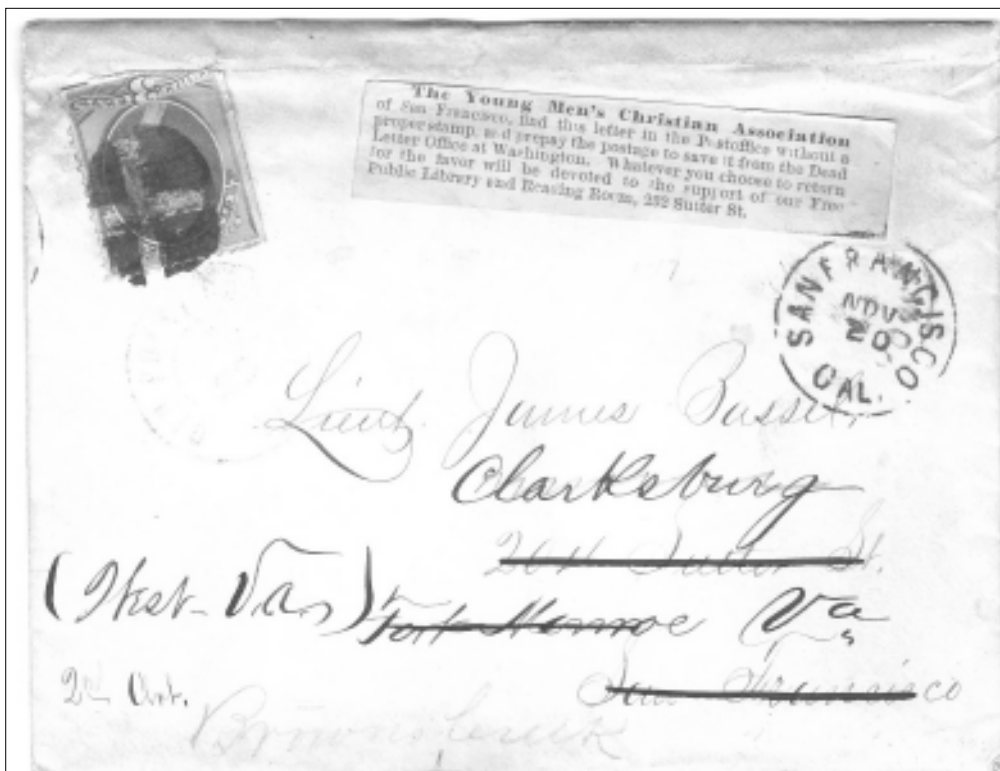


Figure 1 This cover with no return address was mailed in San Francisco without postage in 1870. It bears a charity label stating that the YMCA of San Francisco had paid the postage to save it from the Dead Letter Office.

type postage due marking, nor did it have a return address. A charity label was added that reads: “**The Young Men’s Christian Association/** of San Francisco, find this letter in the Postoffice without a/ proper stamp, and prepay the postage to save it from the Dead/ Letter Office at Washington. Whatever you choose to return/ for the favor will be devoted to the support of our Free/ Public Library and Reading Room, 232 Sutter St.” As I previously stated, these labels are scarce. I had seen approximately a dozen when I wrote the first article, and have only seen three or four more since then. Even so, their usage must reflect some sort of mutually beneficial and informal agreement between some local post offices and various charitable groups. There is no provision in the *Postal Laws and Regulations* for such treatment. This arrangement benefited the local post office by making it easier to collect postage due without any real effort on their part. It benefited the sender and addressee by shortening the delay to collect such postage. It also had the potential to benefit the charitable group to the extent the sender or addressee repaid the

postage and perhaps gave a little extra for their efforts (as we will see in the other new discovery shown later in this article).

The cover shown in **Figure 1** is also interesting for several other reasons. It was forwarded several times on its way to someone who appears to have an interesting history himself. The date the cover was originally mailed can be deduced from the contents of the envelope, which is shown in **Figure 1A**. This enclosure announced a ceremony at the Church of the Advent, which was to be held on Thursday, October 27, 1870. One can assume that this cover was mailed a few days before this event (around October 25 or 26). It was addressed to Lieut. James Bassel at 2011 Sutter St., San Francisco. The lower left-hand corner of the cover has the notation "2nd Art.", shorthand for Second Artillery. The stamp was canceled with what appears to be a quartered wooden killer, but the date stamp is struck off the cover at the right and only a tiny portion of its outer rim shows.

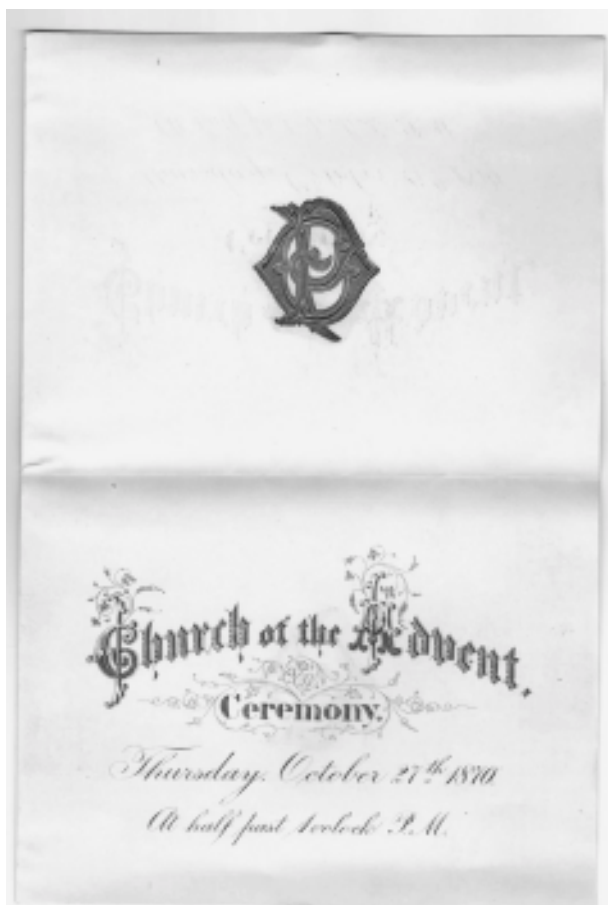


Figure 1a The enclosure found in the envelope shown in Figure 1.

After having the postage supplied by the YMCA, it must have experienced a lengthy delay at the San Francisco address. Lieutenant Bassel had moved, and someone wrote his forwarding address at Fort Monroe, VA on the cover. The letter did not leave San Francisco until November 20, over three weeks since it was originally mailed. Fort Monroe did not have its own post office then. It was served by the post office at Old Point Comfort, and its double circle postmark dated November 29 was struck just below the postage stamp. Fort Monroe is still an operating Army base. It commands the entrance to Chesapeake Bay and Hampton Roads. It was named for President Monroe and built from 1819-1834. It is completely surrounded by a moat, and the six-sided fort is the only one of its kind left in the United States. Union forces held it during the Civil War, and Jefferson Davis, president of the Confederacy, was imprisoned there from 1865 to 1867. In 1946 it became headquarters of the U.S. Continental Army Command.

Lieutenant Bassel was not at Fort Monroe, so the cover was forwarded a second time to Clarksburg, WV. Whoever wrote the new address forgot to cross out "Va" from the prior address, though they did put "West-Va" in parentheses. There are no markings from Clarksburg on the cover. There are no markings at all on the back of it. It is somewhat of a shame that everyone went to so much effort to delivery a letter that had a notice for an event that already had happened 3,000 miles from where it was delivered. The up side is that they helped create an interesting piece of postal history. There are two things written in pencil on the cover that I do not know the significance of. At the bottom of the cover is what appears to be the word "Brownsbrick". The other word is written directly below "Clarksburg", but I cannot decipher it.

The addressee may have served in the Egyptian army. A James Bassel is shown on a list of 50 U.S. citizens who wore the uniform of Egypt in the service of Khedive Ismail. These Americans served at some time between the years of 1868-1883. The James Bassel on this list had been a second lieutenant in the U.S. Army and a Lieutenant Colonel in Egypt. Most of the U.S. citizens who served in Egypt were Civil War veterans. The Lieutenant Bassel whom the letter was addressed was certainly moving around a lot, and more likely than not had thoughts of Egypt dancing in his head.

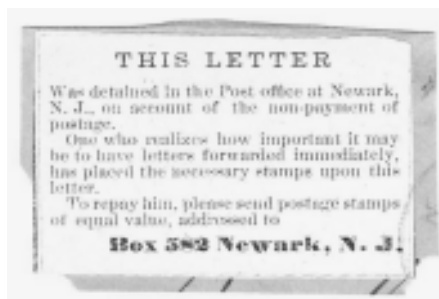


Figure 2 This Charity Label from an unknown box holder was discovered inside the cover illustrated in Figure 3.

The other new charitable label discovery is probably the scarcest usage of such a label that I have seen. It is an example of an addressee remitting money to the charitable group that paid the postage on an unfranked letter. **Figure 2** shows the charitable label that was originally attached to the letter. It was torn off by the addressee and enclosed in an envelope to the charitable group along with funds to reimburse them for their work. This label reads: "THIS LETTER/Was detained in the Post office at Newark,/ N.J. on account of the non-payment of/ postage./ One who realizes how important it may/ be to have letters forwarded immediately,/ has placed the necessary stamps

upon this/ letter./ To repay him, please send postage stamps/ of equal value, addressed to/ **Box 382, Newark, N.J.**"

This label was mailed in the cover shown in **Figure 3**. The cover was mailed from Newark, NJ, and simply addressed to "City" and the post office box shown on the label. It was mailed at the two-cent first class local rate in affect at the time (the regular first class rate would have been three cents then). Also enclosed in the envelope is the letter shown in **Figure 4**. It is datelined "Newark Aug 30/ 73" and reads: "Many thanks for your kindness in having placed necessary stamps on letter addressed to me as it was of importance. Enclose find 10 c for 2 – 1 cent stamps placed on. Yours, C.L. Bockman/51 Parkhurst/ City".

This cover represents a more typical outcome of having a charitable organization put postage on unpaid letters. As such, the charitable group not only was reimbursed for their outlay of two cents, but also got an eight-cent donation on top of that. Back in 1873, I am sure that eight cents actually amounted to something. This example is the only such usage I have ever seen. I also asked a few other people who have been in the hobby a long time, and they also had never seen one.

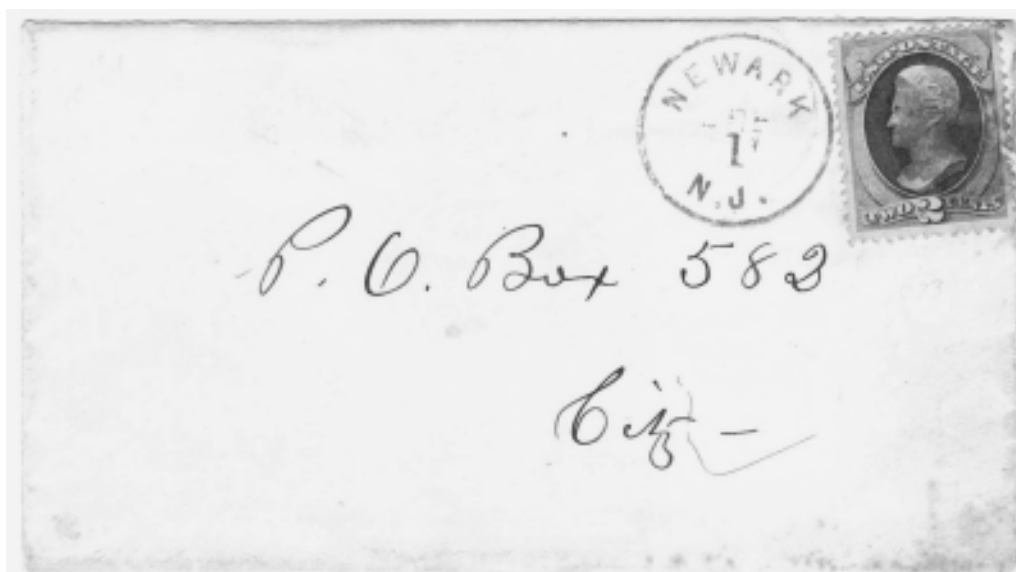


Figure 3 This cover was postmarked in Newark/N.J. It contained a letter datelined 1873 and the Charity Label shown in Figure 2.

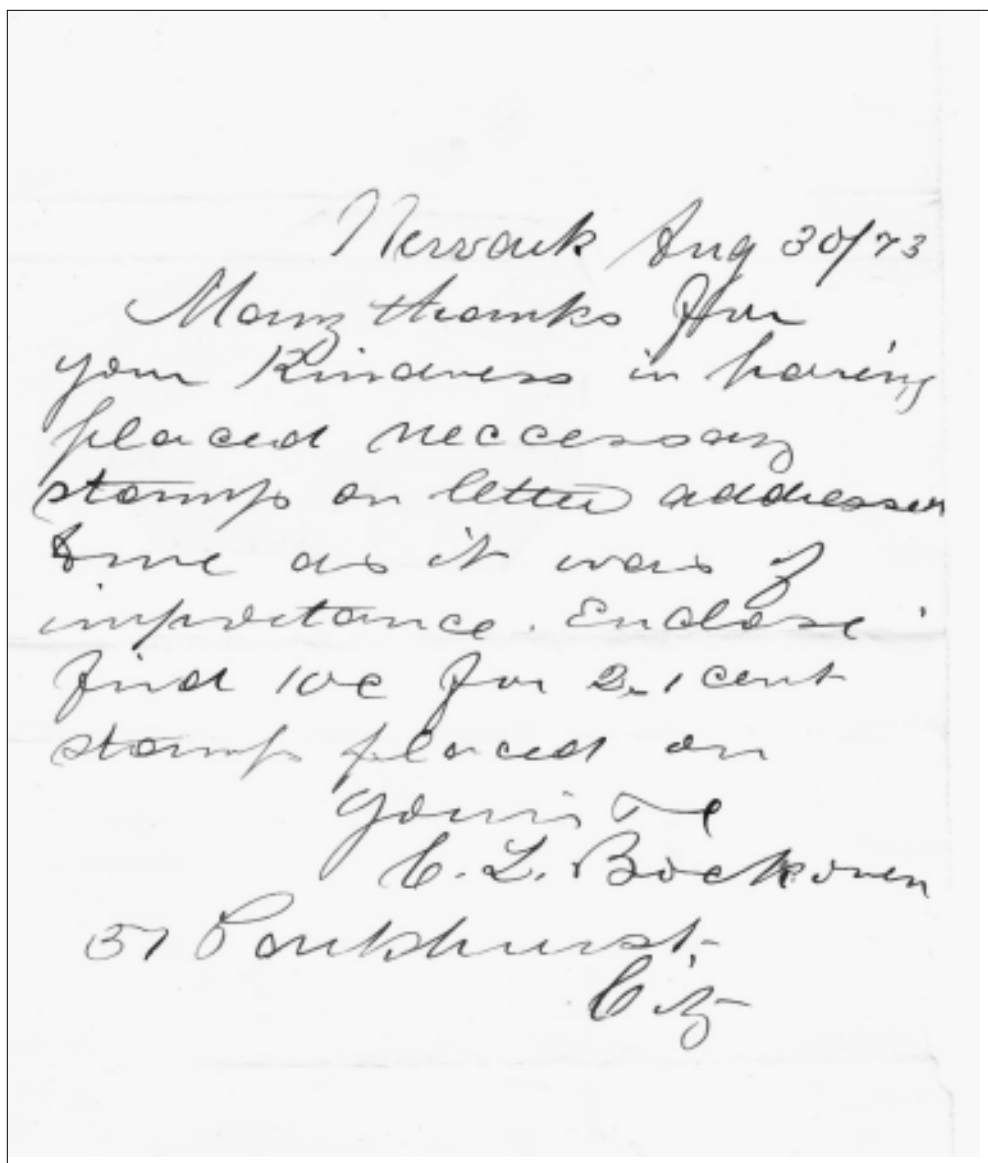
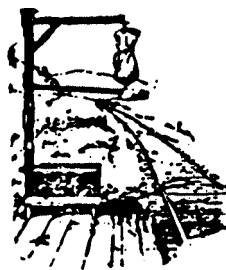
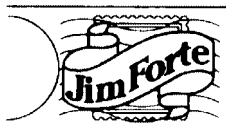


Figure 4 The letter carried by the cover illustrated in Figure 3.

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Having Fun with Postal History Miscellaneous Topics

By Michael Dattolico

Postal historians are multi-talented people. They are seekers and collectors of a unique, personalized kind of antique. They are detectives and analyzers of data and reporters of their findings. They share their knowledge either by publishing analyzed data in society or specialized journals, by exhibiting their materials at bourses and major shows, or both. Finding, studying, analyzing and reporting information about new discoveries is gratifying. But it also requires time, patience and energy.

While postal history research can be exciting and fruitful, prolonged studies can become an activity ranging from mild tedium to grueling, hair-pulling frustration. What began as a quest can evolve into a grinding, head-busting venture. We've all been there.

So, what do we do when we're "maxed out"? What do we say when realization hits and we say to ourselves, "Hey! This is supposed to be fun! I'm tired from doing all of this research!" What are you thinking when you approach exhaustion and must throw down your covers and take a break? It doesn't matter. What you need is a diversion that is pure fun with no stress.

Many postal historians have solved this problem by collecting a separate topical subject just for fun. Such topics require little or no research, and they can easily be exhibited at area stamp shows. There's always a place for such things in state society journals. Esteemed postal historian, Jackson Bosley, taught me this lesson some time ago when he gave me a small group of covers dealing with the theme, "Spies On Cover". Jackson's gift provided me with a timely diversion from my studies on the Spanish-American War and subsequent campaigns, es-

pecially American postal activity during the Chinese Boxer Rebellion. I'll always be indebted to him for his gift. A selection of covers related to spies is featured here.

Figure 1 is one of my favorite "spy" covers. It is a German letter mailed in 1939 to Adolf Hitler. It was not mailed by a spy, but the cancel makes it spy-related. It reads, "Think Always. The Enemy Is Listening". Jackson found the envelope in the Berlin rubble in July, 1945, while serving as an army officer assigned to the post-war U.S. military government in Germany.

Naval covers have been used to honor spies, especially during the 1930s. **Figure 2** features Edith Cavell, a British nurse who was executed by German forces for alleged espionage work by helping allies to escape during World War One. The *USS Penguin* honored her on the 20th anniversary of her death on October 13, 1935.

Perhaps the first American spy to be captured and executed was Nathan Hale. Hale, an English teacher, served as a captain on General George Washington's staff during the Revolutionary War. He was sent into the British sector to gather intelligence. He was captured and hanged. His famous statement, "I only re-

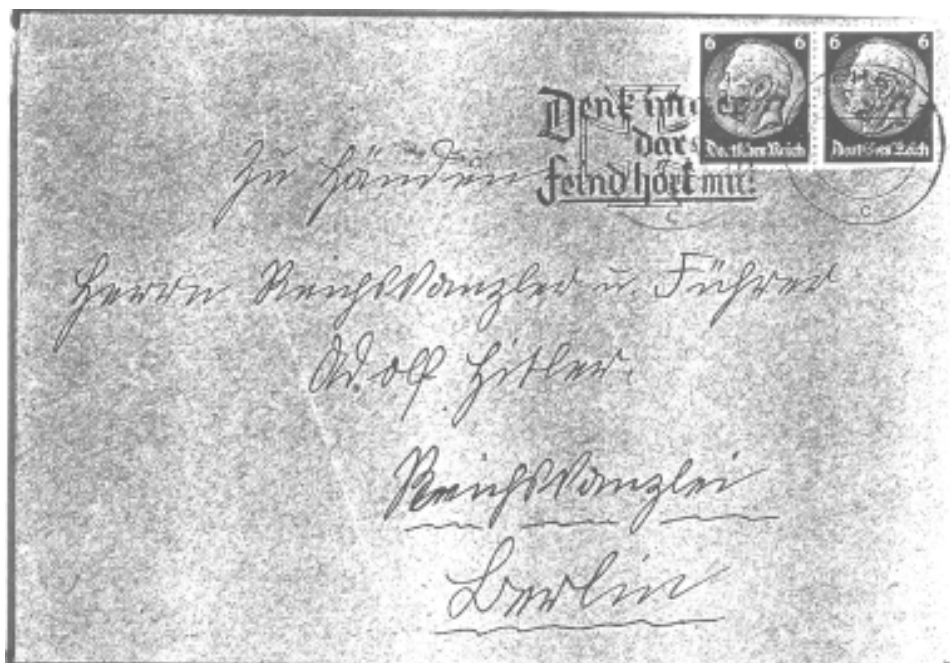


Figure 1 German letter sent to Adolf Hitler in late 1939. Two 6-pfennig stamps are tied by the slogan, "Think Always. The Enemy is Listening!"

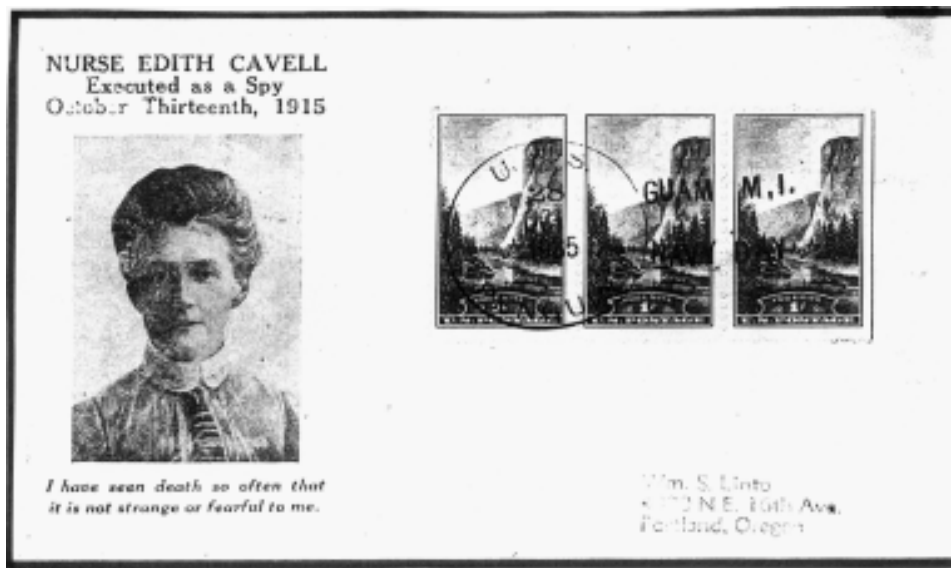
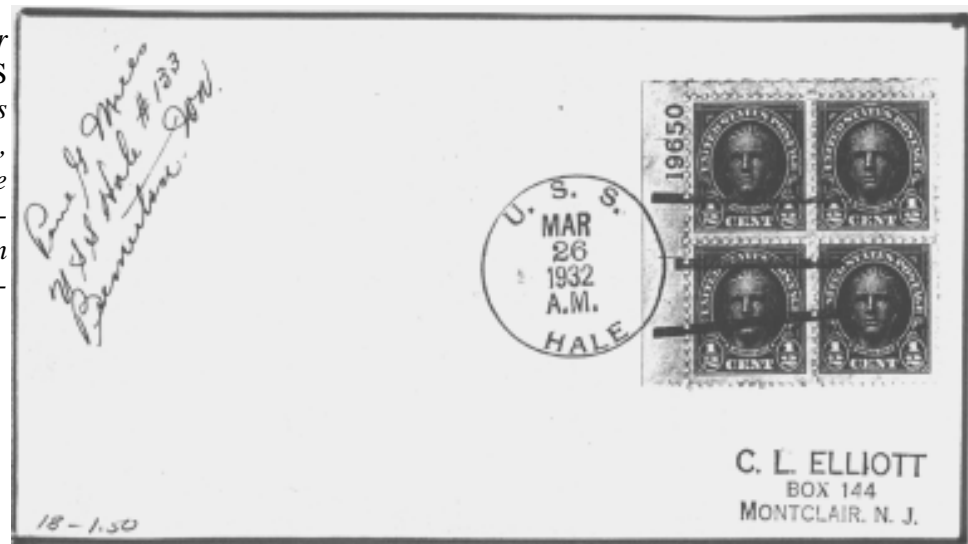


Figure 2 U.S. naval cover mailed aboard the USS Penguin while the ship was anchored at Guam. The piece was mailed on October 28, 1935. The cachet on the cover honors Edith Cavell, a British nurse executed by German armed forces during World War One.

Figure 3 U.S. naval cover mailed aboard the USS Hale while the vessel was docked at Bremerton, Washington, in 1932. The ship was named after Revolutionary War hero, Nathan Hale, America's first well-known spy.



gret that I have but one life to give for my country", became his epitaph. **Figures 3, 4** and **5** are naval covers that honor him.



Figure 4 A 180th anniversary cover mailed by the USS Hale at San Diego in 1935. It recognized the execution of Nathan Hale.

Figure 6, 7 and **8** are somewhat spy-related covers. They are addressed to Allen Dulles, who was appointed as head of the CIA in early 1953. The letters were sent to him near the time of his appointment as the CIA's chief.

The **Figure 9** cover is a bit more complicated than the previously shown spy themes, and for pure intrigue will top any oceanic spy story. It is an oft-told tale that continues to captivate readers.

In March, 1968, a Soviet Golf-Class diesel-electric submarine left Vladivostok for a patrol of the northern Pacific Ocean. The sub sank after three large explosions disabled her. The Russian submarine, reportedly carrying a weapons system known as SS-N-5, included three one-megaton missiles. Its location was immediately tracked by a U.S. spy satellite operation known as "Sea Spider".

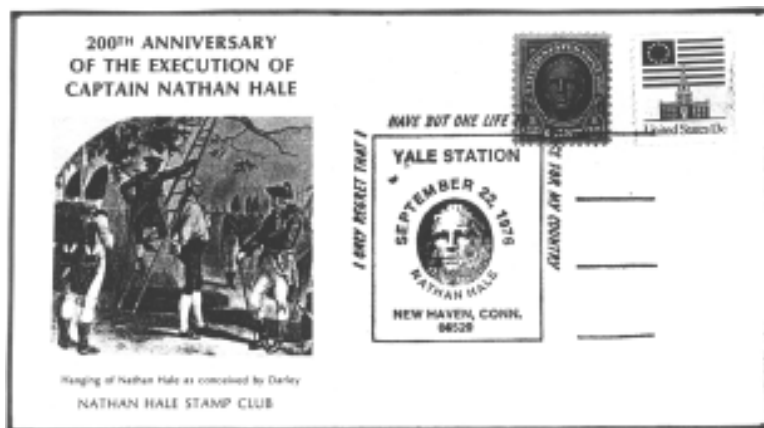


Figure 5 A 1976 commemorative cover issued at the Yale postal station at New Haven, Connecticut on the 200th anniversary of Nathan Hale's hanging. Hale went to Yale before becoming a school teacher. The cachet was printed by the Nathan Hale Stamp Club.

Figure 6 British letter posted on March 3, 1953, to Allen Dulles at Washington, D.C. Dulles was the first director of the CIA.

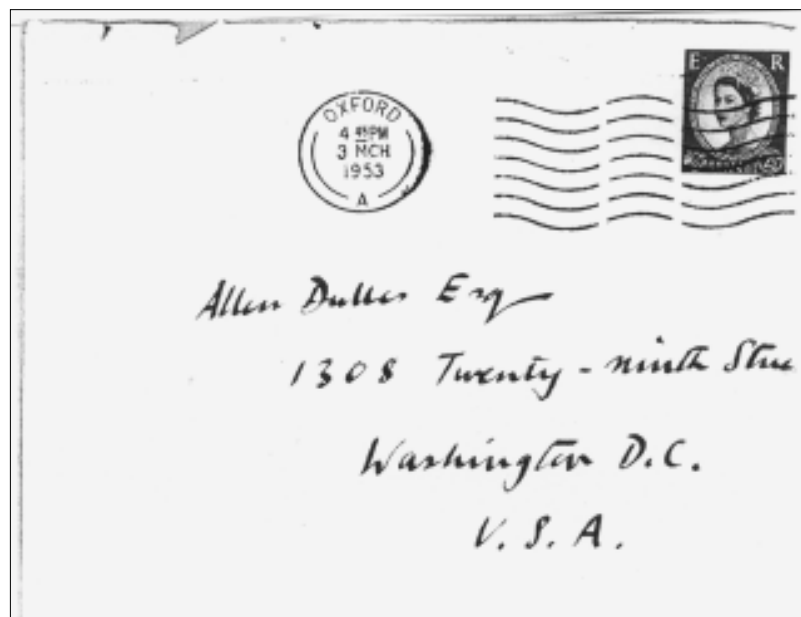


Figure 7 A Linz, Austria letter sent to Allen Dulles in 1953. Allen Dulles was the younger brother of Secretary of State, John Foster Dulles.





Figure 8 Istanbul, Turkey letter sent to CIA director Allen Dulles, 1953.

The Russian boat was found by the *USS Mizar*. Our ship reported that the submarine was lying at a depth of 16,000 feet and at an angle of 33 degrees on the Pacific Ocean's bottom. The U.S. Navy's bathyscaph "Trieste II" was used to locate and photograph the wreckage. It was never admitted that the Trieste II's goal was to search for the Russian sub, although the submersible vessel was able to report that the submarine was in three pieces.

The American warship that ultimately figured into the Russian sub's discovery was the *USS Hughes Glomar Explorer*. Referred to as the "Explorer", the ship was launched on November 4, 1972. It was actually a barge with a 50-foot-wide dredge head and equipped with a giant claw capable of lifting 2,350 tons. Although it was originally announced that the ship would be mining minerals off the coast of Nicaragua, the ship was immediately involved in the recovery of the Russian submarine. The operation, classified top-secret, was named "Project Jennifer". While the operation was highly classified, collectors seemed to know where the ship was and what it was doing. They were able to receive covers when the Glomar docked at Hawaii on August 19, 1974.

Collecting spy-related items remains a pleasant diversion that continues to "intrigue" (a small pun) me. Thanks again, Jackson.

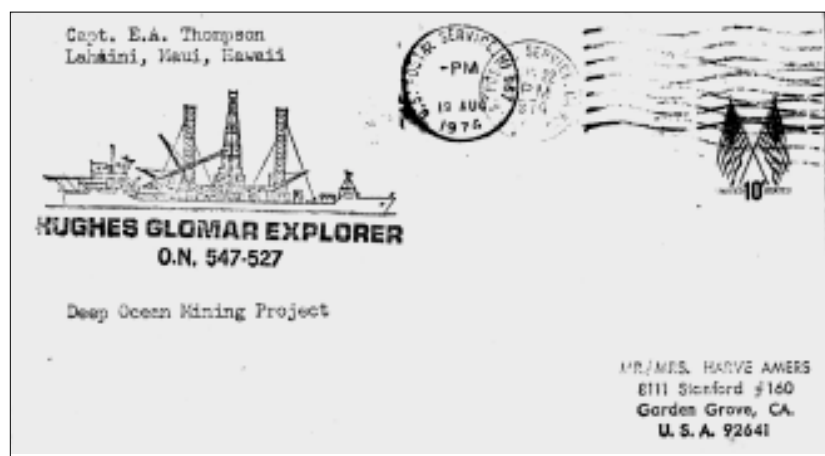
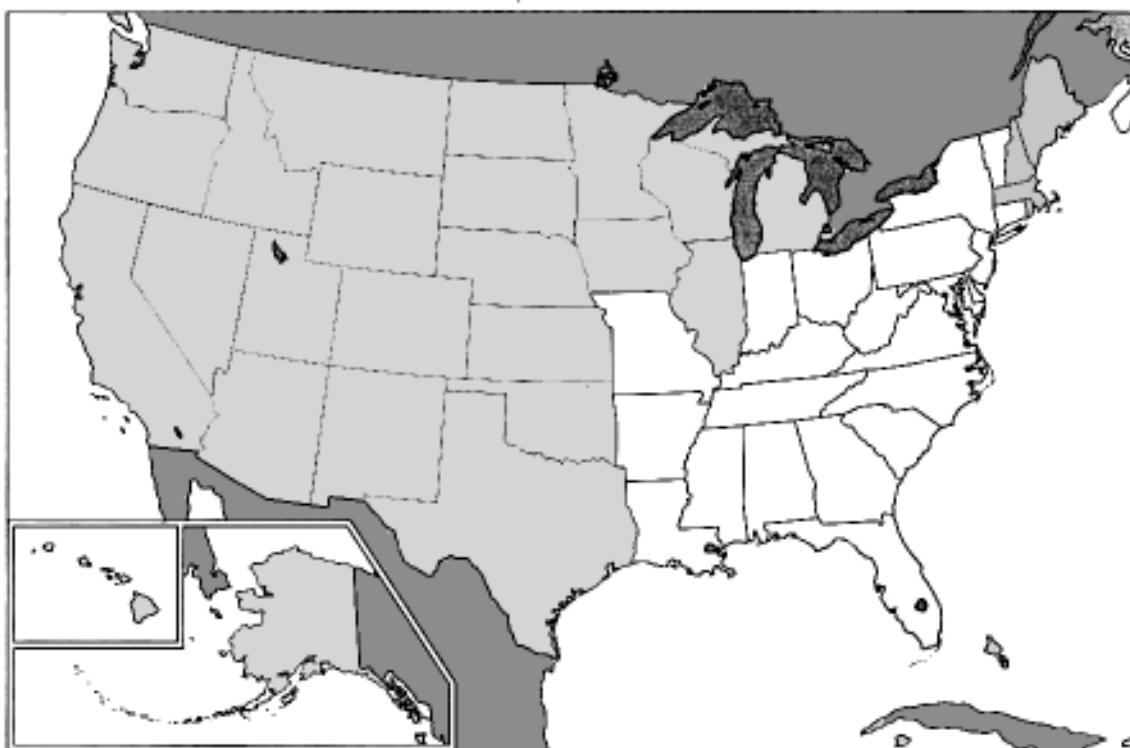


Figure 9 Hughes Glomar Explorer cover postmarked at Hawaii in 1974. The ship was involved in the recovery of a sunken Russian submarine, although it was reported to be searching for minerals elsewhere.



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Minnesota (3,741 offices)	\$24.95	Wisconsin (3,806 offices)	\$24.95
Montana (2,075 offices)	\$14.95	Wyoming (1,002 offices)	\$11.95
Nebraska (2,764 offices)	\$17.95		

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Miscellaneous Sources of Postal History

By Tom Clarke

It is always difficult to locate original, primary source material concerning postal history. One must live in the vicinity of a major university or city library or be ready to travel there and spend several days motel time in the effort to read and annotate old documents and newspapers.

This activity has been the bailiwick of professional writers and college professors who are paid to take the time required to immerse themselves in such study. Yet any functional student will recall the pleasure attained after discovering that elusive piece of information in the musty, dusty stacks on gray Saturday mornings.

Some hobbyist postal historians have been also able to spend many hours researching and assembling facts amongst the very post office archives in Washington. How fortunate. Their specialized postal history books—libraries in single volumes—recreate large segments of the overall postal picture. They allow us ordinary collectors to share their hard-won facts and statistics and understandings.

Lacking sufficient research hours, more times than not, most writers can present only snippets of (sometimes second-hand) information that they have stumbled across, either personally or with the assistance of friendly correspondents. This article is one of those which presents a few snippets of fascinating old-timey information. Thanks, that is, to library conversion of periodicals to microform.

Originals and microform

Access to a good microform reader is a god-send to stay-at-home researchers. The fact that microfilms and microfiche exist in such profusion in libraries today means that the originals from which these microforms were created have probably been discarded.

They were discarded into the waiting hands of ephemera dealers who have profited by breaking whole volumes into individual daily, weekly, or monthly magazine, newspaper issues and single documents. They then specify the contents and advertise, and pass along these paper treasures to admiring collectors. In a sense, this is diabolical vandalism to destroy books, but at the same time these dealers, recyclers of a sort, thereby

afford many more people the opportunity to possess hardcopy, original sources that now will continuously fire their imagination.

There is a magnificent case to be made for actual possession of originals, though I'd be preaching to the choir to relate the reasons why! Alex ter Braake's amazing bicentennial tome on colonial correspondence is a wonderful, coalescing sourcebook. Lovely a book that it is, who wouldn't rather have all those wonderful early letters sitting in front of them instead?

As a society, we have passed beyond the original to microforms. And researchers shortly will have gone some steps beyond this. One conceivable day in the not-too-distant future, every important periodical, book, or manuscript will be available on home computer screens. Many of them already are there, having appeared in the last five or so years! (But sacrificed in the transition is that wonderful bound book smell, the embracing but awkward carrels, and the comforting sounds, even of clumsy stepstools that we still cherish. (Soon, a generation will have zero recall of these at all, an amazing, if disquieting, rapid leap into the 21st century.)

New rates, old rates

Last month we spent time describing some of the nice material that that 21st century icon the Internet, and specifically the *eBay* auction site, has unearthed from various cupboards, cedar chests, and antique dealer boxes around the world. A few additional *eBay* items accompany this preface—snippets it is true—that can shed little more light on the postal history events of the past two centuries. Isolated tidbits they may be, drawn from such a vast continuum of postal activity. But they satisfy.

Niles National Register

As collectors, we are possessive of the very vocabulary associated with postal history. When we see "our" words in routine publications, they shout loudly at us. They beg us to read them, and gather them in if we can to make a home for them as collateral amongst our covers and letters.

Niles National Register was a staple of the democratic past published, from 1811 to 1849 in Philadelphia (**figure 1**). It was a compendium of all sorts of political and economic news, some from official govern-

Niles' National Register.

VOL. LIIV--NO. 16.

PHILADELPHIA, APRIL 11, 1949.

WHOLE NO. 1941.

THE PAST--THE PRESENT--FOR THE FUTURE.

GEORGE BEATTY, Editor.

NO. 6 BANK ALLEY.

Niles' National Register.

PHILADELPHIA, APRIL 11, 1949.

TERMS.—FOUR DOLLARS per annum, in advance, or if remitted before the expiration of the first month after the commencement of a volume;—otherwise FIVE DOLLARS will be charged. Three copies will be sent to one address upon the receipt of TWENTY DOLLARS, and seven copies upon the receipt of TWENTY DOLLARS.

Subscribers may remit, at our risk, by mail; and current bills, of sound banks, in any of the States, will be accepted in payment.

National Affairs.

RATES OF POSTAGE.—The rates of postage, as modified by the Act of Congress of 3rd instant, and under the late Treaty concluded with Great Britain, are thus authentically stated at the Post Office in Washington:

The inland postage for three hundred miles and under is ten cents an ounce; for a half ounce and less it is five cents.

The inland postage for greater distances than three hundred miles is twenty cents an ounce; ten cents for a half ounce and under.

The whole postage by the British or American mail steamers, from or to Great Britain or Ireland, is forty-eight cents an ounce; twenty-four cents for a single half ounce or less.

(private) ship or vessel beyond sea, or from any port to another in the United States.

One cent is to be added to the rate of each way letter. Way letters are those brought to a post office by the post riders, and other carriers of the mail, whose duty it is to receive them, when presented more than one mile from a post office.

There is charged upon letters and other matter delivered from steamboats, except newspapers, pamphlets, magazines, and periodicals, the same rates as if they had been transmitted by mail.

Drop letters, or letters placed in any post office for delivery there, are charged two cents each.

Advertised letters are charged with the costs of advertising, which is not to exceed four cents for each letter, in addition to the regular postage.

Not more than two cents to be paid to the letter carriers employed in cities for the delivery of letters, or for receiving them to be deposited in the post office.

Newspapers are conveyed from one post office to another in the same State for one cent, and any distance not more than one hundred miles, at the same rate, and at one and a half cent for any greater distance. One quarter's postage is always to be paid in advance by those who receive newspapers by post. The sea-postage on newspapers is three cents each, with the above rates added when transported inland. Newspapers may be mailed or delivered at any post office in the United States to or from Great Britain or Ireland, on the payment of two cents. Letter-carriers employed in cities are not to receive

Alexander Ramsey, of Pennsylvania, to be Governor of the Territory of Minnesota, in the place of William Pennington, declined.

Custom-house Officers.

John J. Walker, Collector, Mobile, Alabama, vice James E. Saunders.

Isiah D. Hart, Collector, District of St. John, Florida, vice Charles Byrne.

William R. Watson, Collector, Providence, R. Island, vice Benjamin Corwell.

Moses Richardson, Naval Officer, Providence, Rhode Island, vice Silas A. Comstock.

Land Officers.

Peter J. Walker, of Alabama, to be Receiver of Public Monies at Lebanon, Alabama.

Edgar Conklin, of Wisconsin, to be Receiver of Public Monies at Green Bay, Wisconsin.

Thomas E. Birch, of Missouri, to be Register of the Land Office at Plattsburg, Missouri.

William W. Adams, of Arkansas, to be Register of the Land Office at Little Rock, Arkansas.

Indian Agents.

David D. Mitchell, of Missouri, to be Superintendent of Indian Affairs at St. Louis, Missouri.

Charles M. Handy, of Missouri, to be Indian Agent at Osage River Agency.

John Wilson, of Missouri, to be Indian Agent at Salt Lake Agency, California.

James S. Caldwell, of Georgia, to be Indian Agent at Santa Fe, New Mexico.

Thomas Hagar, Jr., of Pennsylvania, to be the Commissioner authorized by the second clause of

Figure 1 Niles National Register was one of the proven sources for contemporary data and (almost) current events in the new nation.

<p>The United States inland postage, whatever may be the distance, on letters sent by the British steamers to foreign countries, other than Great Britain or Ireland, is ten cents an ounce; five cents the single half ounce.</p> <p>The postage, by the American steamers, to foreign countries, other than Great Britain and Ireland, on letters to be sent through the British mail, is forty-two cents an ounce; twenty-one cents the single half ounce.</p> <p>To and by Bremen, from the port, and the reverse, forty-eight cents an ounce; twenty-four cents the single half ounce. The inland postage to be added.</p> <p>To and from Havana twenty-five cents an ounce; twelve and a half cents single.</p> <p>To and from Chagres forty cents an ounce; twenty cents single.</p> <p>To and from Panama sixty cents an ounce; thirty cents single.</p> <p>To and from other places on the Pacific, eighty cents an ounce; forty cents single.</p> <p>To and from the West Indies (except Havana) and islands in the Gulf of Mexico, twenty cents; ten cents single, with inland postage.</p> <p>Any fractional excess over an ounce is always to be regarded as an ounce.</p> <p>The above postage may be prepaid or not, at the option of the sender, except to foreign countries, other than Great Britain or Ireland; and where the letters pass through the Bremen post office, in most cases, the whole postage may be prepaid, or they may go unpaid.—(See Table I, Exhibit D, Senate Document, Executive No. 25, 30th Congress, 2d session.)</p> <p>A postage of six cents is charged on letters and packets brought into the United States in any private ship or vessel, or carried from one port therein to another, if they are to be delivered at the post office where the same shall arrive, and two cents are added to the rates of postage if destined to be conveyed by post; and postmasters are to receive one cent for every letter or package received by them to be conveyed by any</p>	<p>more than a half cent for the delivery of newspapers. The postage on newspapers not sent from the office of publication is required to be prepaid; and the whole postage on newspapers in all cases, when they are directed to foreign countries.</p> <p>Handbills, circulars, and advertisements, not exceeding one sheet, are subject to three cents postage each, whatever the distance, (inland,) to be prepaid. The sea-postage on price currents is three cents with inland postage added when so transported. The law makes no distinction of handbills, circulars, advertisements, or price currents, when regulating the sums to be paid to the letter-carriers of cities.</p> <p>Newspapers are defined in the 16th section of the act approved March 3rd, 1845. When they exceed two sheets or a superficies of one thousand square inches they are to be charged with the same rates of postage as that on magazines and pamphlets. All pamphlets, magazines, periodicals, and every other kind of printed or other matter, (except newspapers,) are charged at the rate of two and a half cents per copy, of no greater weight than one ounce, and one cent additional for each additional ounce, any fractional excess of not less than half an ounce being regarded as an ounce. The sea-postage on each pamphlet is three cents, with the above rates added, when transported inland. There is to be paid on pamphlets sent to or received from Great Britain and Ireland one cent for each ounce or fractional excess. Letter-carriers employed in cities are not to receive more than half a cent for the delivery of pamphlets.</p> <p>Post Office, Washington, D. C. } 21st March, 1849.</p>	<p>the fourth article of the treaty concluded with the Menomonic tribe of Indians on the 18th October, 1848.</p> <p><i>Marshals.</i></p> <p><i>Joseph Bates</i>, of Texas, to be Marshal of the United States for the District of Texas.</p> <p><i>Solomon Meredith</i>, of Indiana, to be Marshal of the United States for the District of Indiana.</p> <p><i>Charles H. Knox</i>, of Michigan, to be Marshal of the United States for the District of Michigan.</p> <p><i>Postmasters</i></p> <p><i>Alpheus S. Williams</i>, Detroit, Michigan.</p> <p><i>Oleter S. Biers</i>, Mobile, Alabama.</p> <p><i>Rodney Wilbur</i>, Newark, New Jersey.</p> <p><i>Alexander W. Russell</i>, at Indianapolis, Indiana.</p> <p><i>James Morrison</i>, at Madison, Wisconsin.</p> <p><i>Inspectors of Penitentiary.</i></p> <p><i>John T. Towner</i> and <i>Thomas Donoho</i>, of Washington, and <i>William H. Eds</i>, of Georgetown, to be Inspectors of the Penitentiary of the District of Columbia.</p> <p><i>Appointments by the Secretary of the Interior.</i></p> <p><i>Andrew J. Dorn</i>, of Missouri, to be Indian Sub-Agent at Neosho Sub-Agency.</p> <p><i>William H. Bruce</i>, of Wisconsin, to be Indian Sub-Agent at Green Bay, Wisconsin.</p> <p><i>William Prentiss</i>, of Illinois, to be Indian Sub-Agent on the Sacramento and San Joaquin rivers, California.</p> <p><i>Ebenzer Childs</i>, of Wisconsin, to be Agent to accompany the Exploring delegation of the Menomonic Indians, under treaty of 18th October, 1848.</p> <p><i>George J. Thompson</i>, of Virginia, to be Pension Agent at Wheeling, Virginia.</p> <p><i>John Cooke, Jr.</i>, of Tennessee, to be Pension Agent at Knoxville, Tennessee.</p>
	<p>CIVIL APPOINTMENTS, BY THE PRESIDENT.</p> <p>By and with the advice and consent of the Senate.</p> <p><i>Ephraim G. Squier</i>, of New York, to be Charge d'Affaires, of the United States to the Republic of Guatemala.</p>	<p>DIPLOMATIO.</p> <p>The President has officially recognized <i>Edouard Guys</i> as Vice Consul of the French Republic for the port of San Francisco, California.</p>

Figure 1 (continued)

ment sources and some, as was the case in those days, from anecdotal sources quoted from still other papers and from letters sent by interested correspondents around the world.

The *Synopsis of Contents* lists Niles' news categories of as follows:

- National Affairs (**new rates of postage**, Army, Navy, etc.)
- United States Senate (a discussion by Jefferson Davis over Smithsonian Institute vacancies, etc.)
- Public Documents (a southern address re: slavery, etc.)
- Speeches in Congress (Canadian taxed goods)
- Miscellaneous (the Straits of Magellan, the Future of the South, etc.),
- Statistics (hog prices in the West, the number of paupers in Great Britain, **table of comparative statistics by the Boston Cheap Postage Association**),
- Foreign Intelligence (in general, the chaos still in evidence following the many democratic revolts of 1848),
- The States (mentioning New York States' new Ten Hour Law, defining a day's labor and "that no person under six years of age shall be employed in any factory . . ."), and
- Chronicle (small news items of interest, from air travel (!) to cholera at New Orleans).

This 8-page, April 11, 1849, issue contains a "lead item" which is a reprint from the US Post Office. It reports

The rates of postage, as modified on the 3rd [of March], and under the late Treaty concluded with Great Britain . . .

This Act was intermediary between the major postage reduction act of 1845 (2, 5, and 10 cent rates) and the 1851 act which further reduced domestic rates to 1, 3, and 6 or 10 cents.

The present Act restated the 1845 rates, but tweaked the domestic letter "first class" rate by redefining the added rates for each additional full ounce or fraction. The 1845 rates were based on each added half ounce.

It further stipulated the postpaid British/Irish rates to be 24 / 48 cents for a single half-ounce / full ounce letter, etc. Read the entire notice to garner the details from this contemporaneous source for your specialty.

The companion excerpt from the back of this April issue is a quote of a pamphlet distributed by the Boston Cheap Postage Association. People perennially want to save money, and this group was publishing evidence to back up their demands (**figure 2**).

Niles' Washington correspondent culled the pamphlet from the *Boston Atlas* newspaper for this Philadelphia newspaper (!). Sounds very much like late 20th century TV jargon. It is difficult to tell where the original comments leave off, and the Washington correspondent's or the Philadelphia editor's begin.

The first wave of cheap postage adherents belabored the British Parliament in the 1830's for the 1840-penny postage. The U.S. had its proponents too at the same time through to the 1845 postage act decreases. This pamphlet carried on as a second wave. It will help to sell Congress on the 1851 decreases that will multiply the growth of communication and expansion in America across to the Pacific. (Interestingly, the resultant three-cent rate will be just a shade higher in value than the original 1840-penny rate in Britain.)

In the current era of postage rate increases every two years or so, perhaps we can appreciate the closing comment that

...high postage is a tax on the intelligence of the community. A reform is needed, and there can be no question but it will ultimately be achieved, if it is kept wholly clear of any and all extraneous questions.

[Read, *if* the bill can be kept clean with no congressional pork-barrel add-ons attached. Nothing ever changes.]

NILES' NATIONAL REGISTER.

CHEAP POSTAGE — The Washington Correspondent of the *Boston Atlas* makes the following statement in regard to the Circular of the *Boston Cheap Postage Association*, viz:

The amount required for the support of the Post Office is set at	\$4,400,000
Of which the Government should pay for the unproductive routes for newspaper postage, and for the expense of franked matter,	\$1,000,000
Newspapers will pay	750,000
	1,750,000

Leaving to be raised from letters	\$2,650,000
To pay this last sum, at two cents postage, the number of letters required will be	132,500,000

The first year of cheap postage in Great Britain, the number of letters was

160,000,000
Which, at two cents would yield
\$3,200,000
The fourth year, the number was
260,500,000

Should the same system be adopted here, and with a proportionate increase from fifty-eight millions, (the present number) —

The fourth year would give	160,000,000
And a proportionate increase in the eighth year	260,000,000
Which would yield for letters alone	\$5,200,000

From this it will be seen that the number of letters must of necessity greatly increase, thereby adequately increasing and sustaining the Post Office revenue.

The cost of management of the British Post Office the last year of the old system, and before the great extension of mail services and the expensive system of railroad service were introduced, amounted to

£756,999
Which in Federal currency, is
\$3,663,875

Showing that their machinery is more expensive than ours, and that in emulating the example of England we have the advantage of cheapness, notwithstanding the extent of our system of mails.

The following table shows, by comparison, the gross income of the two Post Offices, beginning with the fourth year of the new system in England:

Years.	British receipts.	Am. receipts.
1844	£1,620,867	\$4,237,385
1845	1,705,067	4,289,841
1846	1,001,580	3,487,199
1847	1,978,293	2,945,893
1848	2,161,016	4,371,077

Is it then unreasonable or enthusiastic in us to ask that two cents may be the rate of letter postage?

No greater favor of the kind than uniform cheap postage can be conferred by government on the American people. High postage is a tax on the intelligence of the community. A reform is needed, and there can be no question but it will ultimately be achieved, if it is kept wholly clear of any and all extraneous questions.

In England, only 1 in 19 are allowed the privilege of voting; in Scotland, one in 30; in Ireland, one in 43.

The Gentleman's Magazine (London)

One enterprising dealer recently selling through *eBay* has been offering individual issues of the famed 18th century publication *The Gentleman's Magazine*, by one "Sylvanus Urban." This periodical came into existence in 1730 and was issued every month thereafter until 1908, a 178-year run (**figure 3**).

The particular date of this issue is September 1784, and is numbered pages 642 to 720—quite a reading public there was 220 years ago. The article of special interest for postal historians, "On the Post and Postage of Letters," occupies pages 644 to 646 (**figure 4**). Following it is a lengthier, illustrated, and parallel topic, "On the Privilege and Modes of Franking Letters," but this second item is a bit beyond the American scope.

Of certain interest to air mail enthusiasts, however, is the brief comment, on page 708, in the "Interesting Advices from the East Indies and America" section:

The rage of ballooning has reached the American coast, and on the 17th July one [balloon] of enormous size was launched at Philadelphia, which rose majestically, but when at a certain height it took fire and was consumed to atoms. It is not clear whether any person was attached to it; if there was, he must have been saved by a miracle, as his death is not announced.

Monsieur Montgolfier made international headlines with the launch of the first successful manned, hot air balloon the previous year in France. What savvy, faddish, American daredevil was thus attempting to claim the title of first American airman?

Our main concern, though, is the delightful, if brief, history of British postal rates. There is nothing of great discovery here, just the simple fascination to see the topic presented at all. The first three rows on the included chart give the letter rates of 1657, 1710, and 1764. Though intended here for English readers, these rates were adopted in the beginning for American colonies too.

The commentary beneath the chart does grow interesting by giving additional laws pertaining to the English post, the right column of which is from Charles II's and Queen Anne's time, and thus are American

Figure 2 Eighteen months from the printing of this encouraging set of statistics, Congress had begun working out the Postage Reduction Act, to become effective on June 30, 1851.

The Gentleman's Magazine;

ST. JOHN'S GATE

London Gazette
Daily Advertiser
Public Advertiser
Gazetteer
Morning Chron.
Morning Herald
Morning Post
Public Ledger
Daily Courant
Gener. Advertiser
St. James's Chron.
General Evening
Whitehall Even.
London Evening
London Chron.
Lloyd's Evening
English Chron.
Oxford
Cambridge
Bristol 3 papers
Bath 2
Birmingham 2
Derby
Coventry 2
Hereford 2
Chester 2
Manchester 2
Canterbury 2



Edinburgh 5
Dublin 3
Newcastle 3
York 2
Leeds 2
Norwich 2
Nottingham 2
Exeter 2
Liverpool 2
Gloucester 2
Bury St. Edmund's
Lewes
Sheffield
Shrewsbury
Winchester
Ipswich
Salisbury
Leicester
Worcester
Stamford
Chelmsford
Southampton
Northampton
Reading
Whitehaven
Dumfries
Aberdeen
Glasgow

For SEPTEMBER, 1784.
CONTAINING

More in Quantity and greater Variety than any Book of the Kind and Price.

Meteorological Diary for September, 1783,	642	Letter from A. Ramsay—Roman Fragment	672
Average Prices of Corn and Grain	ib.	Original Letters of Bps. Crew and Sprat	673
Wooden Aqueduct near Bush-hill described	643	Authentic Antiquarian News from Scotland	674
Wilton's Altar-piece in Whitechapel Church	644	Anecdotes of Butler—Lines of Hudibras	675
On the Post, and Mode of franking Letters	ib.	REVIEW OF NEW PUBLICATIONS, viz	
On the Game Qualification Act	649	Sheridan's Life of Swift—Sir John Cullum's	
On the Spider and his Air Balloon	650	History of Hawsted—Gilpin's Life of Archb.	
Remarks on the Earl of Leicester's Title	651	Cranmer—Cook's Voyage—Horne's Sermon—	
Anecdotes of Nathaniel Pigott, Esq.	652	Major Walter's Poems—Boys's Shells—Phi-	
PLAN of an EXTENSIVE REPERTORY	653	losophical Transactions—Fox's Martyrs—Dr.	
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Embellished with a beautiful View of the New River, as conveyed through the FRAM at BUSH HILL, from an original Drawing purposely taken for this Magazine; and also with a Miscellaneous Plate of very curious ANTIQUITIES.

By SYLVANUS URBAN, Gent.

LONDON, Printed by J. NICHOLS, for D. HENRY, late of ST. JOHN'S GATE.

Figure 3 St. John's Gate dominated The Gentleman's Magazine first page on all issues throughout the 18th century.

Car-piece in White-Chapel Church.

On the Post and Postage of Letters; and on the Privilege and Modes of Franking Letters.

WHEN any thing falls into disuse, or is required to be performed in a different manner from what it has been, the original method soon becomes forgotten, and after a few years is often very difficult to be ascertained.

It seems to be the province of the antiquary to endeavour, that those who shall live after him may have the knowledge of such variations continued to them by his pen.

Many things, at the time when they are in general use, appear trifling, and unworthy to be even noticed; which, in a few years after they cease to be performed, become matters of curious enquiry.

This is happily not the case with things of real importance; they will always find some one who will transmit them to posterity, though it frequently happens to matters, at the time of their use, of no seeming consequence to the generality of mankind; but to the curious investigator of the customs and manners of former ages, every mean of continuing the knowledge of these seeming trifles is acceptable; and both the person who records, and the publication which admits the account, will hereafter receive the thanks of the ingenious and inquisitive, however insignificant they may appear to the present generation.

It seemed necessary to premise thus much in excuse for what I shall now offer; first, relative to the post and the different rates of postage of letters within the kingdom of England; then, to the privilege and modes of franking letters.

On the Post and Postage of Letters.

THE scheme of a General Post Office for the conveyance of letters was originally set on foot by the Parliament in 1643, on a plan proposed and executed by Mr. Edmund Prideaux, chairman of a committee for regulating the postage of inland letters in 1641; who, on being appointed post-master in 1642, first established a weekly conveyance of letters into all parts of the nation.

In 1657 a regular General Post Office was erected by the authority of the Protector and his Parliament, when the rates of the postage of letters were the same as those continued at the Restoration, which, with those that have been since enacted by various Acts of Parliament in different reigns, are arranged in the following table.

RATL

On the General Post Office, and Postage of Letters.

RATES OF POSTAGE IN PENCE FOR ANY DISTANCE.

Act and Dates.	LETTERS.	Not exceeding one Postage.	Above 1, not exceeding two Postages.	Not exceeding 30 miles, but not exceeding two Postages; c. G. III.	Above 30 miles, but not exceeding 50 miles; c. G. III.	Above 50 miles; c. G. III.
1657 12 C. II. ch. 35. 1660.	Single Letter = 1 Sheet Double Letter - Packets of Letters - Packets of Writs, Deeds, &c. per ounce -	— — — —	— — — —	3 4 proportionably. 8	3 6 proportionably. 11	— — — —
9 Ann. ch. 10. 1710.	Single Letter = 1 Sheet Double Letter - Packets of Letters - Packets of Writs, Deeds, &c. per ounce -	— — — —	— — — —	3 6 proportionably. 11	4 8 proportionably. 16	— — — —
5 G. III. ch. 25. 1764.	Single Letter = 1 Sheet Double Letter - Treble Letter - An Ounce - And so on in proportion.	1 2 3 4	1 4 6 8	3 6 9 12	4 8 12 16	— — — —
14 G. III. ch. 37. 1784.	Single Letter = 1 Sheet Double Letter - Treble Letter - An Ounce - And so in proportion for every Packet of Deeds, Writs, or other Things.	2 4 6 8	3 6 9 12	4 8 12 16	5 10 15 20	— — — —

12 C. II. ch. 37. f. 8. lb. f. 18. No person whatsoever was allowed to set or employ any post whatever for conveying of letters, under a penalty of £5. and £100. a week so long as such person should employ such post, though letters to and from the two universities might be conveyed as before.

9 Ann. ch. 10. f. 3. 31. No persons were to carry letters, except carriers, &c. with goods; though to and from the two universities, they were allowed to be sent and received as formerly.

lb. f. 39. This additional postage was to continue only for 31 years, namely, from 1711 to 1742, when the old rates were again to take place: but this part of the act was repealed in 1716, 3 G. I.

lb. f. 40. No letter was to be opened, embezzled, detained, or delayed, under the penalty of £20. except by an express warrant under the hand of one of the principal secretaries of state; for refusal of paying of the postage, or for want of a proper direction, (lb. f. 30.) and debts due for postage not exceeding £5. were to be recovered before justices of the peace, in the same manner as small tithes.

5 G. III. ch. 25. f. 19. 7 G. ch. 50. f. 3. All persons intrusted or employed in, the Post Office, shall embezzle any money received the postage of letters, or destroy letters, or advance the rate of postage not accounting for it, shall be guilty of felony. And if any person employed in the Post Office shall secrete, betray, or destroy any letter, or packet containing any bank bill, &c. &c. should steal and take away the out of any letter or packet, he shall be guilty of felony without benefit of clergy.

7 G. III. ch. 50. f. 2. If any person shall rob any mail of any letter, packet, or bag, or should steal, take any letter or packet from out of any mail bag, or out of any Post Office, or place for the receipt or delivery of letters, although the same shall not appear to be a taking from the post on the highway, or in a dwelling-house, or out-house belonging to a dwelling-house, and although it should not appear that any person was put in fear, he nevertheless be guilty of felony, with benefit of clergy.

14 G. III. ch. 37. f. 3. 4. No letter is to be rated higher than a treble

Figure 4 This interesting summary of England's postage rates shows the breadth of the cultured man's and woman's interests in the days of the Kings George.

646 *On the General Post Office, and Postage of Letters.*

unless it weighs one ounce. Every ounce to be rated as four single letters, and so in proportion for every $\frac{1}{4}$ ounce above one ounce, reckoning each $\frac{1}{4}$ as a single letter.

Foreign letters, suspected of containing prohibited goods, may be opened before a magistrate, and the goods destroyed, and the letters sent to the commissioners of the customs. If no goods be found, then the letters are to be sent as directed.

The letters were originally conveyed in a leather bag, or mail, by a boy on horse-back, at the rate of six miles an hour.

Afterwards small light carts with one horse, driven by a boy, were contrived on most of the great roads for the carriage of the mail; and with those which set out from the General Post Office a guard often attended, as the mail, being generally rich, from the number of bank bills, &c. enclosed in the letters, was sometimes robbed, though the robbers, when taken and convicted, always suffered death, and were usually hanged in chains near the spot where the robbery was committed.

The post-boys who carry the mail have always (or rather used to have) a horn, which they blow on occasion of pursuit of robbers; or as a signal for any persons to make way who may obstruct their journey on the road; or on coming near their houses of call, or Post Offices, to announce their approach. It is likewise of great use if they lose their road in the night.

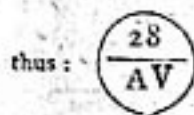
In August, 1784, a new plan for conveying the mails on the great roads was contrived, and first adopted on the road from London by Bath to Bristol.

The officers of the Post Office contracted with the proprietors of a stage-diligence, which was constructed so as to contain four inside passengers, the driver, and a guard; and to be drawn by four horses, to carry the mail safe, and with the utmost dispatch.

The scheme seems so exceedingly good, that there is very little doubt but that it will be generally established to every city and large town in the kingdom, as at allotted offices on these great roads post-boys on horse-back will be always ready to take and convey the different bags from London, &c. to the proper offices near each great road, and be thence again in time to return them by the same conveyance on its way to London, &c.

The General Post Office in London, from its establishment in 1660 to the

present time, stamped every letter which came into it with the month and day of the month with black ink in a circle,



This method is used by no other office; but from the beginning of the reign of Queen Anne the Post Offices, in capital cities and large towns, stamped the name of such city or town on their letters with black ink. This is now done by every Post-Office in the kingdom; some using red, but most of them black ink. Every office likewise puts a figure on the direction denoting the postage.

By several late legal determinations, the post-masters in every post-town are to deliver all letters and packets in the body of such towns, free of all expence, except the established postage, at the houses of the persons to whom they are directed. And it appears to me that every post-master, who demands any sum above the established postage on the delivery of any letter, becomes subject to the following clause of the Act of 7 G. III. ch. 39. s. 3. "If any person employed in any business of the Post-Office shall advance the rate of postage upon any letter or packet, and not duly account for the money by him received for such advanced postage, he shall be deemed guilty of felony."

It being a custom in many post-towns for the persons who carry the letters out to claim an halfpenny above the established postage, I have inserted the above as a caution to them, and as an information to those to whom the letters are delivered.

On the Privilege and Modes of franking Letters.

I DO not find that the House of Commons, which originally established the Post-Office, claimed any privilege of sending letters from themselves free to others, or of exempting those which they received from payment of the postage. But in 1660 the House of Commons claimed the privilege of letters coming free of postage to and from members of parliament; though afterwards they dropped the claim, upon a private assurance from the Crown, that

* This is an excellent improvement, and many important causes have been determined by it. EDIT.

regulations too. (Read "12 C. II. Ch.37.s.8." as "In the 12th year of the reign of Charles II [1672], charter? 37, section 8.")

Next we read information on Foreign letters, mail bags, mail horse carts, and the duties of post boys. The general public then read a section describing and illustrating the first postmark, the Bishop mark of 1660. Then follows a few unpleasanties.

An old world custom several centuries old is next described in an attitude of simple acquiescence: that of hanging mail robbers on the spot. Referring to the light mail carts driven by mere boys, mention is made that a guard would often be present.

... as the mail, being generally rich from the number of bank bills &c. enclosed in the letters, was sometimes robbed, though the robbers when taken and convicted always suffered death, and were usually hanged in chains near the spot where the robbery was committed.

"Sylvanus Urban" then editorialized by adding:

It being the custom in many post-towns for the persons who carry the letters out to claim an halfpenny above the established postage, I have inserted the above as a caution to them, and as an information to those whom the letters are delivered.

Figure 4 (continued)

The law referred to is the Act of 7 G.III. [1767] ch.50.s.3., and thus an American law too:

If any person employed in the business of the Post Office shall advance the rate of postage upon any letter or packet, and not duly account for the money by him received, for such advance of postage, he shall be deemed guilty of a felony.

And we know what that meant.

The British Franking privilege

The succeeding article gives a long, well-illustrated explanation and history of the franking privilege in Britain. However, because the privilege was for Members of Parliament and church officials, it did not reach these shores, except insofar as royal governors and the postmaster is concerned.

Still, there is one interesting part to whet our collective collecting appetites. After discussing the progressive deterioration of the proper form in which the Peers of the Realm franked their letters, "N," the author of this piece, offhandedly relates the following,

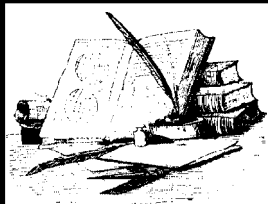
I have examined a collection of original letters with post-marks from the year 1660 to 1700 ; but most of those which were franked...

Surely, he must refer to an *accumulation* of a noble's mail over that time period, as opposed to a conscientiously arranged collection in the modern sense. Could anyone have conceived of collecting postal markings at that early period, when Britain and Holland, along with Paris and a few city-states in Italy alone purposefully marked their mail in order to track of postage payment?

Considering this early postal history writer's final comments, perhaps he *was* on his way to becoming a full-fledged collector in today's sense. After all, he already had amassed data and examples of many years of British franking. Out of respect to him, let us read his closing paragraph. He is, remarkably, talking to *us*, the collectors and postal researchers of the future.

Having thus brought down these accounts to the present time, and noted the principal alterations made at different periods, I must now close this essay ; leaving it to some future antiquary to inform posterity of such alterations and improvements as may hereafter take place ; hoping that the readers of this paper will excuse me for having taken up a few minutes of their time on a subject, which, though some of them perhaps will think a trifling one, yet others, I hope, will esteem neither useless nor unentertaining.

So say we all!

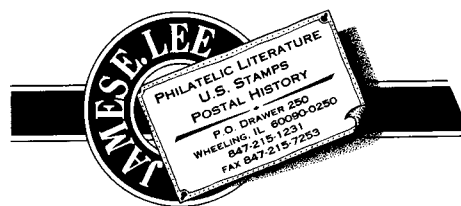


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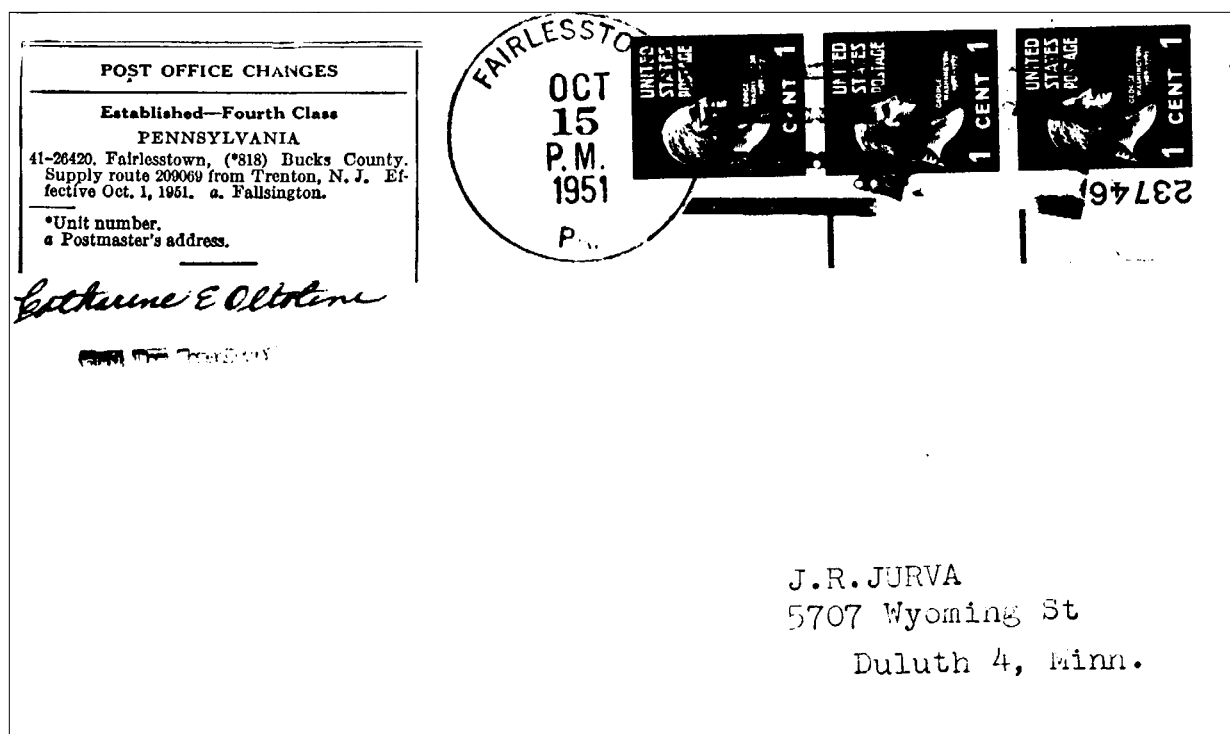


Figure 1. A "First Day of Operation" cover from Fairlesstown, Pa (15 days later than planned).

Fairlesstown, Pa.—A 17 Day Post Office

By Robert J. Stets, Sr.

The Fairlesstown, Pa. post office was supposed to begin operation on October 1, 1951 (see text from Postal Bulletin on above cover) but for some reason, its opening was delayed. As shown by the "First Day Cancellation" handstamp on the cover in **Figure 1**, Postmaster Catherine E. Ottolini indicated that she didn't open up until October 15, 1951.

But only 17 days later, on November 1, 1951, the name of the office was changed to Fairless HILLS, by which name it is still known.

Fairlesstown was a 1950s version of the old fashioned steel town. When U.S. Steel decided to build a new mill on the Pennsylvania side of the Delaware River, just below Trenton, N.J., the area was open farm land, with only a few small villages at some distance from the proposed mill site — certainly not capable of housing the thousands of employees expected to work at the new mill.

The new steel mill was named "Fairless Works" after Mr. Ben Fairless, then head of U.S. Steel and land was purchased on which to build a community of 5,000 homes for its employees. Gunnison Homes, a subsid-

iary of U.S. Steel, would pre-fabricate the homes in Indiana and truck them to the site. The community was to be developed by the Danherst Corp., another subsidiary of U.S. Steel, and the U.S. Steel Pension Fund would take a 100% mortgage on each home at the prevailing rate of 4%, so that all a mill family had to do in order to move in was to pay the closing costs, which amounted to about \$400.00!

A large shopping center was to be part of the new community, which was to include a new-fashioned "company store" — the Union Supply Store — where employees of U.S. Steel could charge their purchases until payday.

U.S. Steel even included construction of a sewage disposal system in their plans for this new community.

The first residents to move in were experienced employees, foremen and managers from other U.S. Steel plants in Gary, Indiana and Johnstown, Pa. They found few of the promised amenities. Streets were unpaved. The water system was not yet operating, and a "water truck" made the rounds of the small community each day, delivering water to each home. The sewage treat-

ment plant wasn't operating yet, either, and sewage from the homes was caught in large cesspools which were pumped out each night and the untreated sewage was dumped into a reservoir at the edge of the community called "the Lagoon" by local residents.

On Sunday, school buses took the local residents to church services at churches outside the community. Telephone service was available only to managers, supervisors and critical maintenance employees at the "mill". While awaiting the completion of the shopping center, two homes were joined together to make a grocery store. Another home became the Post Office, a fourth home became the Doctor's office and so on.

"FAIRLESSTOWN" sounded too much like a "company town", so only 17 days after it opened, FAIRLESSTOWN became FAIRLESS HILLS.

There was no local mail delivery, so every day, someone from each home would walk to the "Post Office" and ask for the mail. Two walls of the "Post Office" were lined with pigeon holes — one for each home in town. You would identify yourself and the clerk would check your box and hand you any mail for your house. After the clerks got to know you, you could pick up mail for your neighbors as well.

Eventually the Shopping Center was completed and a Volunteer Fire Department organized to man the fire trucks provided by U.S. Steel and located in the beautiful Fire House provided by U.S. Steel. A huge "Olympic size" swimming pool, built by U.S. Steel was made available to local residents at a very moderate charge. Schools and churches were built on lands donated by Danherst Corp.; the sewage disposal plant was completed and the Post Office moved into the Shopping Center.

By the end of 1954, the volume of mail from U.S. Steel and residents of the community was such that Fairless Hills became a first class office and carrier delivery was begun in the community.

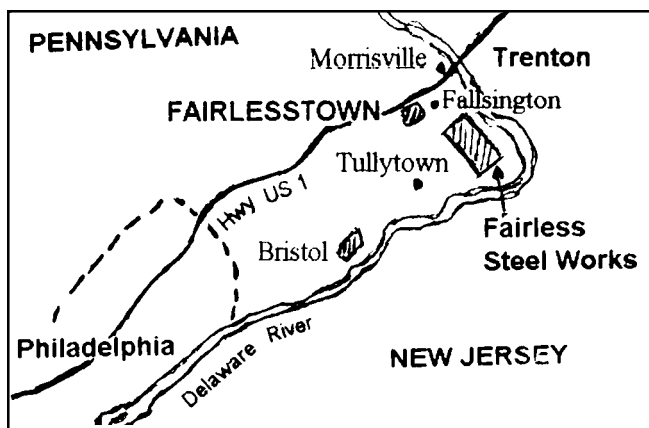


Figure 2. Showing location of FAIRLESSTOWN in Lower Bucks County, Pa.

About that time Bill Levitt came from Long Island and began construction of "pre-cut" homes, in an area that adjoined Fairless Hills. At the height of his building, Levitt was completing 100 homes a day! And his homes cost about \$1,000 less than Fairless Hills homes of similar size.

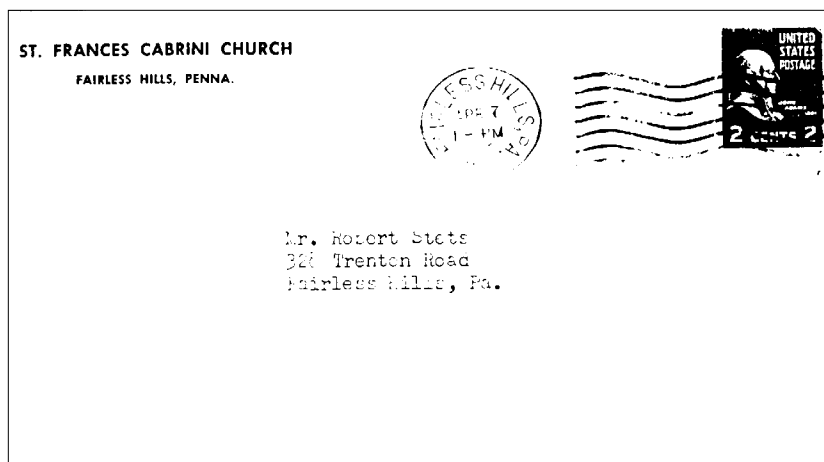


Figure 3. An envelope showing the local drop rate before carrier service was provided.

No longer needing to supply housing for its employees, Danherst Corp. discontinued construction at Fairless Hills after building about 2,000 homes and the community was soon overshadowed by its neighbor, Levittown, which eventually consisted of 17,000 homes.

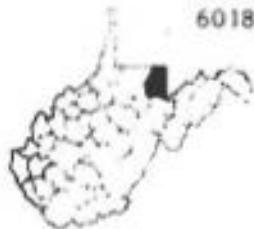
West Virginia Research Papers by Alyce Evans

PRESTON COUNTY

ARTHURDALE

VALLEY DISTRICT NEWBURG QUAD(H24)
601850E 4372160N 1780'

ESTABLISHED 9 Aug 1935-OP



19th county created

FR ARZONA M WARD AUG 1934:

CHEAT R-7½mi E

DECKERS CR-.3mi N

REEDSVILLE-1.4mi NE-STATION OF THE MORGANTOWN & KING-
WOOD BR OF THE B&O RR.

COUNTY LINE-3.4mi

POP-300-EXPECTED TO INCREASE TO 1500 WITHIN THE YEAR
LOCATED ON STAR RTS 16117,8,and 9

Fr Arizona M Ward 12 May 1942:

COUNTY LINE-1½mi

DECKERS CR-3/4mi NE

DILLONS CR-½mi N

POSTMASTERS:

MRS ARZONA M WARD

9 Aug 1935

MRS GENEVIEVE NANAMAN

1 May 1948

ROBERT R VANOWEN

1 Jul 1949

WM H LOVETT

19 Nov 1959

MAYNARD W WEAVER

20 Feb 1962



ARTHURDALE 26520, 1,797 alt. A community along Decker's Creek in Preston County, Arthurdale was founded in 1933-1934 as a homestead project, intended to rehabilitate the families of unemployed miners, providing them with housing, small farms and minor industries in which to earn a living rather than remaining dependent upon coal with its uncertain future.

Toward this end the Federal government purchased 2400 acres, half of it the estate of Richard M. Arthur, and constructed 165 homes, six schools, a furniture factory, chicken farm, dairy farm, metalwork shop, offices, store, community hall, hand loom shop, pottery kiln and an Inn. The property was part of the historic estate of Col. John Fairfax (see) known as Fairfax Manor (see).

Each home was provided with three to four acres of tile drained land, a root cellar, a barn and chicken house, a corn crib, a pig pen, electric pump and fruit trees. The inhabitants were selected with the aid of the American Friends Service Committee from stricken coal mining communities.

Mrs. Eleanor Roosevelt played a major role in organizing Arthurdale, the project having been brought to her attention by the American Friends Service Committee and its Chairman, Clarence Pickett. Through her personal intervention outstanding educators from all over the country were sent to the

community and the schools were provided with the finest equipment. Adult education programs were begun. She made frequent visits to the experimental community.

To what extent the community was a failure or a success cannot be estimated. The fact is that Arthurdale as originally planned no longer exists, the Second World War having intervened and resulted in a curtailment of funds. The buildings are for the most part still standing and the original homesteaders and their descendants still make up a portion of the population.

During the War four of the school units were turned over to the Preston County Board of Education and the two remaining buildings were sold to a manufacturing concern. The dairy farm became a part of the University of West Virginia, but the Credit Union, chicken farm, cooperative store, Inn, kiln and hand loom shop are no longer operated. The three factories are now privately owned and continue to operate and some of the other buildings, including the Inn, were for many years used to raise chickens.

While the experiment was being conducted Arthurdale was frequently under attack in the press as an example of a wasteful government "boondoggle." It cannot be denied that once funds were withdrawn the community

ceased to exist. However, it had its positive side, too, perhaps best expressed by Felix G. Robinson, who was pastor of the Arthurdale Community Church from 1943 to 1949: "The government could straighten out Decker's Creek but not the twists of the people in order that they might flow as one toward a communal destiny. The government could drain the

swamps with terra cotta pipes and condition the low meadows for cultivation, but it could not drain out the pus of fear and mistrust from the hearts of the people." But, Robinson pointed out, "Arthurdale has come full circle - from a government owned project to one that is privately owned by many. The agriculture-small industry pattern has not only been set - but has made advances. Arthurdale is truly a new kind of American community and is leading Preston County into a new era of stable economy."

See also *Highway Markers*, Supplemental Volume 10-11, page 155, 420, 501.



PRESIDENT ROOSEVELT'S VISIT TO ARTHURDALE. May 27, 1938
IN THE REAR SEAT BETWEEN THE PRESIDENT & SENATOR NEELY IS MR. WORK, SUPERVISOR
OF ARTHURDALE AND BY THE DRIVER SITS JOHN ROOSEVELT, YOUNGEST SON OF THE PRESIDENT



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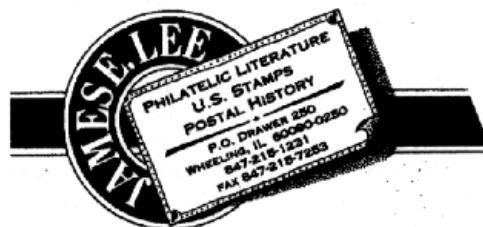
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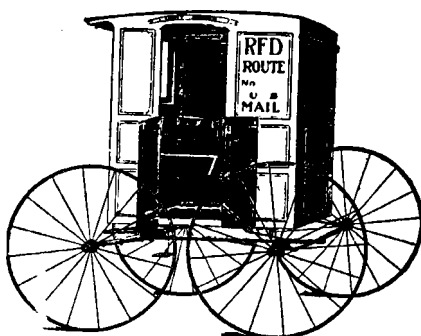
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TEXAS - Harlingen, Texas Flag Cancel A14, 1916-1917. Harry Blackman, 2200 Warwick Pl., Fort Smith, AR 72903 [32-1]

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- 17 CHAPPARRAL, 1894 G CDS ON COVER (88-94). EST. \$125
- 18 CHUALAR, 1907 G+ LKU MOT-610 ON PPC. EST. \$5
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- 21 COON CREEK, ca1860 F MS ON COVER (56-60). EST. \$250
- 22 COSUMNE, 1907 F 4-BAR O/S ON PPC (52-15). EST. \$15
- 23 EASTON, 1894 VG CDS ON PPC (81-02). EST. \$35
- 24 EASTYARD, 1903 F CDS ON COVER (01-02). EST. \$75
- 25 ELLIOTT, ca1880 F CDS ON COVER (63/01). EST. \$75
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- 33 HENLEY, 1908 F DUPLEX ON PPC (56-12). EST. \$12
- 34 HEROULT, 1910 F 4-BAR ON PPC (07-28). EST. \$12
- 35 HOAGLIN, 1931 VG 4-BAR ON COVER (93-36). EST. \$6
- 36 HOOKER, 1914 F 4-BAR ON PPC (85/28). EST. \$12
- 37 INDIANOLA, 1909 VG LKU DOANE ON PPC (00-15). EST. \$20
- 38 JAMISON, 1908 F 4-BAR ON COVER (93-11). EST. \$20
- 39 KENT, 1897 VG CDS ON PSE RD'D @ RT INTO STAMP (91-11). E \$20
- 40 KETTLE, 1908 F 4-BAR ON PPC (99-10). EST. \$35
- 41 KIMBERLY, 1909 F 4-BAR ON PPC (07-13). EST. \$12
- 42 KINGS RIVER, 1886 VG DC ON COVER (66-95). EST. \$40
- 43 LONGVILLE, 1909 VG 4-BAR ON PPC (61-18). EST. \$12
- 44 LOOKOUT, 1920 VG LKU MOD-1240 ON PPC. EST. \$5
- 45 MAINE PRAIRIE, 1906 G CDS ON PPC W/STAIN (61-13). EST. \$10
- 46 MINERAL, 1949 F MS (P.O. BURNED) CANCEL ON GPC. EST. \$5
- 47 MONTEREY/MILITARY BR, 1927 F DPLX ON CAMP DEL MONTE CVR. \$50
- 48 MONTEREY, 1942 MACHINE ON PPC W/PRES OF MONT RET ADD. \$4
- 49 MOTT, 1906 F DUPLEX ON PPC (87-10). EST. \$20
- 50 MOUNT SIGNAL, 1930 VG 4-BAR ON COVER (16-34). EST. \$8
- 51 NELSON POINT, ca1880 F CDS ON COVER (70-12). EST. \$40
- 52 NEWVILLE, 1914 F 4-BAR ON PPC W/CREASE (68-18). EST. \$15
- 53 NOJOQUI, 1895 VG CDS ON COVER (87-98). EST. \$75
- 54 NORTH POMONA STA, 1910 VG DUPLEX ON PPC (09-49). EST. \$4
- 55 OPHIR, 1905 F EKU DOANE ON PPC W/CREASES (72-10). EST. \$15
- 56 ORCUTT, 1893 VG CDS ON COVER (90-96). EST. \$150
- 57 PEANUT, 1907 F 4-BAR ON PPC (00-33). EST. \$6
- 58 PICARD, 1903 G+ CDS ON COVER (88-07). EST. \$20
- 59 PINACATE 1885 G+ DC ON CVR RED'D @ RT INTO CANCEL (81-87) 75
- 60 PINCKNEY, 1889 G CDS ON COVER (81-90). EST. \$125
- 61 PINELAND, 1907 G+ DOANE ON PPC (01-17). EST. \$20
- 62 PINNACLES, 1941 F 4-BAR ON UNADDRESSED COVER. EST. \$4
- 63 PLUM VALLEY, 1867 F CDS ON COVER W/EDGE FOLDS (55-77) \$40
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- 67 RAYL, 1919 VG 4-BAR ON COVER W/DOCKETING (15-22). EST. \$40
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- 71 SAN LUCAS, 1913 F LKU MOT-3180 ON REG'D COVER. EST. \$4
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- 73 SCALES, 1915 G+ 4-BAR ON PPC (80-23). EST. \$12
- 74 SEQUOIA, 1909 VG DOANE ON GPC (86-15). EST. \$20
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- 78 THRALL, 1911 F 4-BAR ON PPC W/CLOSED SPINDLE HOLE (04/14) 10
- 79 VIRNER, 1910 VG 4-BAR ON PPC (97-13). EST. \$20
- 80 WASHINGTON CORNERS, 1880 F TC ON COVER (70-84). EST. \$20
- 81 WILD, 1931 F 4-BAR ON LD COVER (28-31). EST. \$20

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- 82 GREENWOOD, 1907 VG TYPE 1 DOANE REC'D ON PPC (72-18). E. \$15
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- 84 HIGHLANDLAKE, 1909 F 4-BAR ON PPC (93-13). EST. \$35
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- 94 EDGEHILL, 1911 F 4-BAR ON PPC (09/28). EST. \$12
- 95 ELKHORN, 1910 VG 4-BAR ON PPC (MONT NOT STRUCK) (84-24) 12
- 96 GREAT FALLS, 1890 G+ DUPLEX ON COVER ROUGH @ RT. EST. \$4
- 97 PINECREEK, 1913 G LIGHT 4-BAR REC'D ON PPC (04-14). EST. \$5
- 98 PORCUPINE, 1909 F 4-BAR ON PPC (08-17). EST. \$20
- 99 PULLER SPRINGS, 1903 VG CDS ON COVER (79/06). EST. \$35
- 100 SKALKAHO, 1881 F MS ON COVER (72-88). EST. \$40
- 101 STANFORD, 1885 G+ CDS ON REG'D REC (82-91 PER). EST. \$25
- 102 STEARNS, 1912 F 4-BAR ON PPC (91-21). EST. \$12
- 103 YELLOWSTONE, 1915 F 4-BAR ON PPC (90-20). EST. \$4

NORTH DAKOTA

- 104 BROOKS, 1911 F 4-BAR ON PPC (08-15). EST. \$6
- 105 DALE, 1908 VG CDS SLIGHTLY O/S ON PPC (91-23). EST. \$12
- 106 MONA, 1910 VG CDS ON PPC (83-35). EST. \$6
- 107 STAMPEDE, 1913 F 4-BAR ON PPC (05-14). EST. \$6

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- 108 FISHHAWK, 1908 VG DOANE ON PPC (90-10). EST. \$20
- 109 HAMLET, 1911 VG ON PPC (05-53). EST. \$6
- 110 NETARTS, 6/12/11 G+ LKU DOANE ON PPC (70/57). EST. \$4
- 111 PANTHER, 1908 F DOANE ON STAINED PPC (94-09). EST. \$30
- 112 PIONEER, 1909 VG 4-BAR ON PPC (00-29). EST. \$12
- 113 POWELL VALLEY, 1900 F CDS ON COVER (73-94). EST. \$150

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- 114 ADA, 1911 VG 4-BAR ON PPC (07-23). EST. \$12
- 115 AMMONS, 1909 VG 4-BAR ON PPC (08-13). EST. \$12
- 116 BOSSKO, 1896 BARELY GOOD CDS B/S ON COVER (92-05). EST. \$15
- 117 CRAWFORD, 1911 VG DOANE ON PPC (94-13). EST. \$6
- 118 DIAMOND, 1912 VG 4-BAR ON PPC (07-18). EST. \$6
- 119 HANSON, 1909 F 4-BAR ON PPC (96-11). EST. \$20
- 120 JONESVILLE, 1908 F 4-BAR ON PPC (08-23). EST. \$12
- 121 LADELLE, 1912 VG 4-BAR ON PPC (95-12). EST. \$20
- 122 MILBANK, 1890 G+ CDS ON COVER RED'D @ RT (80-03). EST. \$5
- 123 ORMAN, 1912 F DOANE ON PPC (06-14). EST. \$12
- 124 PLANA, 1910 VG DOANE ON PPC (87-27). EST. \$12
- 125 WATSON, 1909 F 4-BAR ON PPC (08-12). EST. \$20

WASHINGTON

- 126 ALDERDALE, 1910 VG 4-BAR & MS ON CVR RUFF @ RT (07-62). E \$5
- 127 CAMANO, 5/7/09 F LKU DOANE ON PPC (03-24). EST. \$12
- 128 CRAIGE, 1938 F 4-BAR ON GPC (98-41). EST. \$6
- 129 HOMES, 1911 F 4-BAR ON PPC (10-12). EST. \$75
- 130 MANOR, 1908 VG 4-BAR ON PPC (92-11). EST. \$6
- 131 SEATTLE STA NO. 1, 1919 VG DC REC'D ON PPC. EST. \$4
- 132 SUNSET BEACH, 1908 VG DOANE REC'D ON PPC (05-09). EST. \$20
- 133 TACOMA, 1945 VG MACHINE W/RET ADDRESS MT RAINER ORD DEP. 5
- 134 WYMER, 1938 F LD 4-BAR ON GPC (12-38). EST. \$6

RPO's (Towle Types)

- 135 PORT & ROCHESTER, 1906 VG (21-K-2) ON PPC. EST. \$6
- 136 PULASKI & GALAX, 1911 VG (300.2-A-1) ON PPC. EST. \$8
- 137 RENO & MINA, 1920 G+ (977.2-C-2) ON HOTEL CC W/2 TEAR. E \$4
- 138 RICHILL & SALINA, 1907 F (920-AE-1) ON PPC (1/2 STAMP GONE) 4
- 139 RICHLAND & BUFF, 1907 VG (139-I-2) ON PPC. EST. \$6
- 140 RICH GORD & C FORGE, 1905 VG (303-AD-3) ON PPC. EST. \$4
- 141 ROCK ISLAND & ST. L., 1910 F (693-V-1) ON PPC. EST. \$6
- 142 ST JOE & OXFORD, 1910 VG (935-R-3) ON PPC. EST. \$6
- 143 SALINA & OAKLEY, 1913 VG (925-C-2) ON PPC. EST. \$6
- 144 SEATTLE & SEWARD, 1940 VG (X-14-p) ON COVER. EST. \$15
- 145 SEATTLE & SKAGWAY, 1919 F (X-19-d) ON PPC. EST. \$8
- 146 SHEFFIELD & PARRISH, 1910 VG (414.2-B-1) ON PPC. EST. \$8
- 147 SIL SPGS & TEXARK, 1907 F (827-L-1) ON PPC. EST. \$6
- 148 SIOUX CITY & OMAHA, 1917 VG (937-O-3) ON PPC. EST. \$6
- 149 SPOKANE & ADRIAN, 1909 VG (906.6-A-1) ON PPC. EST. \$15
- 150 SPOKANE & COULEE, 1928 VG (906.6-C-1) ON COVER. EST. \$8
- 151 STARLAKE & NEW LIS, 1911 G+ (848.1-F-1) ON PPC. EST. \$6
- 152 TAYLORS & CHARLOTTE, 1914 VG (330-F-2) ON PPC. EST. \$8
- 153 THE DALLES & BEND, 1915 VG LIGHT (896.14-A-2) ON PPC. E. \$15
- 154 TULSA & AVARD, 1910 VG (921.5-A-1) ON PPC. EST. \$8
- 155 TULSA & IRVING, 1932 VG (921.5-A-2) ON COVER. EST. \$8
- 156 WHEELING & HUNT, 1888 G+ (293-F-2) ON REG'D REC. EST. \$15
- 157 WHEELING & KENOVA, 1897 VG (293-C-1) ON COVER. EST. \$8
- 158 WICHITA & ALTUS, 1910 F (929-F-1) ON PPC. EST. \$6
- 159 WICHITA & AMARILLO, 1907 VG (928-L-2) ON PPC. EST. \$15
- 160 WILLITS & SAN FRAN, 1911 G+ (985-U-1) ON PPC. EST. \$10
- 161 WILLIAMS & LOS ANG, 1907 VG (964-Q-2) ON PPC. EST. \$8
- 162 W/M'SPORT & ERIE, 1889 G (198-M-1) ON COVER. EST. \$6
- 163 YACOLT & KALAMA, ca1908 G (901.8-A-1) MOST ON PPC STAMP. 20

STREET CARS (Towle Types)

- 164 BOSTON CIRCUIT, 1909 F (BO-10-e) FLAG ON PPC. EST. \$4
- 165 CHI & MILLARD AVE, 1907 VG (CH-5-a) ON PPC. EST. \$6
- 166 CHI & WENT AVE, 1902 VG (CH-7-b) ON CVR RED'D @ RT. EST. \$5
- 167 ROL PK & ST HEL, 1908 VG (BA-3-g) ON PPC. EST. \$6
- 168 ST LOUIS EASTON, 1910 VG (ST-11-d) ON PPC. EST. \$8
- 169 SEATTLE & SEATTLE, 1910 G+ (SE-1-a) ON PPC. EST. \$25

Minimum Bid \$3.00 please.

Phone bids accepted: 650-344-3080

CLOSING DATE: August 16, 2000 (10 PM PST)

ADVERTISING IN LA POSTA

La Posta publishes two types of Ads: Display & Auction/Net Price. Details for placing each are as follows:

DISPLAY ADS - May be run on a contract basis for one, three or six insertions. Ad contents may be changed at any time, provided proper notice is given. Contract rates for ads of varying sizes are as follows:

Ad Size	One Issue	Three Issues	Six Issues
1/8-page	\$13.00	\$29.90	\$54.60
1/4-page	\$30.00	\$69.00	\$126.00
1/2-page	\$55.00	\$126.50	\$231.00
1-page	\$100.00	\$230.00	\$420.00

These charges include Type setting & Layout

AUCTION/NET PRICE ADS:

The charge for placing a 1/2-page ad is \$45.00; 1 -page \$90.00; 2-pages \$170.00
These prices are for prepaid camera ready copy. Add \$15 typing charge is for 1/2-page auctions, \$35 for 1-page auctions; and auctions over 1-page must be camera ready, transmitted via E-mail or provided on computer disc.

Ad Deadlines are as follows: Dec/Jan issue - Nov 20; Feb/Mar issue - Jan 20; Apr/May issue - Mar 20; Jun/Jul issue - May 20; Aug/Sep issue - July 20; Oct/Nov issue - Sep 20.

La Posta, 33470 Chinook Plaza, Suite 216, Scappoose, OR 97056

or

P.O. Box 100, Chatsworth Island, NSW 2469 Australia

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