

Postmaster General Vs. Early

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Court : US Supreme Court

Decided On : 1827

Appeal No. : 25 U.S. 136

Appellant : Postmaster General

Respondent : Early

Judgement :

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Postmaster General v. Early

25 U.S. (12 Wheat.) 136

ERROR TO THE CIRCUIT COURT

FOR THE DISTRICT OF GEORGIA

SYLLABUS

The circuit courts of the union have jurisdiction, under the Constitution, and the Acts of April 30 1810, ch. 262, s. 29, and of March 3, 1816, ch. 782, s. 4, of suits

brought in the name of "the Postmaster General of the United States" on bonds given to the postmaster general by a deputy postmaster, conditioned

"to pay all moneys that shall come to his hands for the postages of whatever is by law chargeable with postage to the Postmaster General of the United States for the time being, deducting only the commission and allowances made by law for his care, trouble, and charges in managing the said office,"

&c.;

The Postmaster General has authority to take such a bond under the different acts establishing and regulating the Post Office Department, and particularly under the Act of April 30, 1810, ch. 262. s. 29, 42.

This was an action of debt commenced in the Circuit Court for the District of Georgia by the district Attorney of the United States for that district in the name of the Postmaster General of the United States against the defendants on a bond executed by them in June, 1820, to the Postmaster General of the United States, the condition of which, after reciting that Eleazer Early (one of the co-obligors and defendants in the suit) is Postmaster at Savannah, provides, that if he shall perform the duties of his office

"and shall pay all moneys that shall come to his hands for the postages of whatever is by law chargeable

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with postage, to the Postmaster General of the United States for the time being, deducting only the commission and allowances made by law for his care, trouble, and charges in managing the said office, . . . then the above obligation shall be void."

The breach assigned was that the said E. Early did not pay to the Postmaster General the moneys which came to his hands, as postmaster at Savannah, but that the sum of \$7,736.64 was still in arrear and unpaid. The defendants pleaded to the jurisdiction of the court that this was

"not a suit in which the United States is a party, nor is the debt declared on one contracted, authorized, or arising under a law of the United States and over which jurisdiction has been given to this honorable court."

On the argument of the cause in the court below, the opinions of the judges of the court were opposed upon the question of jurisdiction, and it was certified to this Court for a final decision.

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MR. CHIEF JUSTICE MARSHALL delivered the opinion of the Court, and after stating the case, proceeded as follows:

The Post Office Department was established at the commencement of the Revolution under the superintendence of a Postmaster General, who was authorized to appoint his deputies, and was made responsible for their conduct. Soon after the adoption of the present government in September, 1789, Congress passed a temporary act directing that a Postmaster General should be appointed and that his powers, and the regulations of his office should be the same as they last were, "under the resolutions and ordinances of the last Congress." The power of appointing deputies, therefore, and the responsibility for their conduct still remained with the Postmaster General.

This act was continued until the first day of June, 1792. In February, 1792, an act was passed detailing the duties and powers of the Postmaster General, and fixing the rates of postage. It directs his deputies to settle at the end of every three months, and to pay up the moneys in their hands; on failure to do which it becomes the duty of the Postmaster General

"to cause a suit to be commenced against the person or persons so neglecting or refusing. And if the Postmaster General shall not cause such suit to be commenced within three months from the end of every such three months, the balances due from every such delinquent shall be charged to and recoverable from him."

This act was to take effect on 1 June, 1792, and to continue for two years. In May, 1794, a permanent act was passed for two years. In May, 1794, a permanent act was passed. It retains the provision requiring the Postmaster General to settle quarterly with his deputies, but omits that which makes it his duty to cause suits to be instituted within three months after failure.

In March, 1799, the subject was again taken up and Congress passed an act which retains the clause making it the duty of the deputy postmasters to settle their accounts quarterly and reinstates that which directs the Postmaster General to cause suits to be instituted against delinquents, substituting six months in the place of three after the expiration of the quarter under the penalty of being himself chargeable with the arrears due from such delinquent. This

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act declares that all causes of action arising under it may be sued before the judicial courts of the several states and of the several territories of the United States.

In April, 1810, Congress passed an act for regulating the post office establishment which enacts, among other things, that all suits thereafter to be brought for the recovery of debts or balances due to the General Post Office should be instituted in the name of "the Postmaster General of the United States." This act also authorizes all causes of action arising under it to be sued in the courts of the states and territories.

In March, 1815, Congress passed "An act to vest more effectually in the state courts and in the district courts of the United States jurisdiction in the cases therein mentioned."

This act enables the state courts to take cognizance of all suits arising under any law for the collection of any direct tax or internal duties of the United States. The 4th section contains this clause:

"And be it further enacted that the district court of the United States shall have cognizance, concurrent with the courts and magistrates of the several states and the circuit courts of the United States, of all suits at common law where the United States or any officer thereof, under the authority of any act of Congress, shall sue, although the debt, claim, or other matter in dispute shall not amount to \$100."

On these several acts the question of jurisdiction depends.

The suit is brought for money due to the United States, and at any time previous to the act of 1810, the suit for the money, had no bond been taken, might have been brought in the name of the United States. It is not certain that, independent of the bond, it could have been instituted in the name of any other party. The courts of the United States had, of course, jurisdiction. The laws make it the duty of the Postmaster General to "cause suits to be instituted," not to bring them, and it was not until March, 1799, that Congress authorized these suits to be instituted in the state courts. It is obvious that the right to institute them in those courts anterior to the passage of that act was doubted -- at any rate was not exercised, for it could not have

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been deemed necessary to give expressly the power to sue in those courts had the power been admitted to exist and been commonly exercised. We must suppose, then, that these suits were usually instituted in the courts of the United States, and no doubt could be entertained on the question of jurisdiction if they were brought, as they certainly might have been, in the name of the United States.

The act of 1810 directed that all suits for debts or balances due to the General Post Office should be brought in the name of the Postmaster General. The manner in which this change in the style of the suit might affect jurisdiction was not noticed, and no provision was made for this new state of things. These debts and balances which were due to the General Post Office were not due to the officer personally, but to the office and were to be sued for and collected for the United States. The money belonged to the nation, not to the individual by whose agency it

was to be brought into the Treasury. The whole course of opinion and of legislation on this subject is that although for convenience and to save expense to the debtors recourse may be had to the state courts for the recovery of small sums, yet a right to resort to the courts of the Union in suits for money due to the United States was never intended to be relinquished. If the effect of any provision in a statute be to abolish this jurisdiction, it must be an effect which was neither intended nor foreseen. That construction which will produce a consequence so directly opposite to the whole spirit of our legislation ought to be avoided if it can be avoided without a total disregard of those rules by which courts of justice must be governed.

If the question had rested solely on the act of 1810, it is probable that the aid of the legislature might have been thought indispensable to the jurisdiction of the federal courts, over suits brought for the recovery of debts and balances due to the General Post Office. But it does not rest solely on that act. The act of 1815 contains a clause which does, we think, confer this jurisdiction. It cannot be doubted that this clause vests jurisdiction expressly in the district courts in all suits at common law where any officer of the United States sues under the authority of any act of Congress.

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The Postmaster General is an officer of the United States who sues under the authority of the act of 1810, which makes it his duty to sue for debts and balances due to the office he superintends and obliges him to sue in his own name.

It has been contended that this clause, if it gives jurisdiction, gives it only where the demand is under \$100. We do not think the words will sustain this criticism.

The right to take cognizance of suits brought by any officer of the United States under authority of any act of Congress is first given in general words, comprehending sums to any amount. The limitation which follows is not a proviso that the sum shall not exceed the sum of \$100; it is no restriction on the previous grant, but an enlargement of it, if an enlargement should be thought necessary.

This act might be construed in connection with the Judiciary Act of 1789, and a general clause giving jurisdiction might be limited as to amount to the sum mentioned in the 9th section of that act. The subsequent words, therefore, of the section we are considering were introduced for the purpose of obviating this construction and removing the doubt which might otherwise exist of the right to take cognizance of sums less than \$100. After giving the jurisdiction generally, the words are "although the debt, claim, or other matter in dispute shall not amount to \$100." These words do not confine the jurisdiction previously given to \$100, but prevents it from stopping at that sum.

The jurisdiction of the district courts, then, over suits brought by the Postmaster General for debts and balances due the General Post Office is unquestionable. Has the circuit court jurisdiction?

The language of the act is that

"the district court shall have cognizance concurrent with the courts and magistrates of the several states and the circuit courts of the United States of all suits,"

&c.; What is the meaning and purport of the words "concurrent with" the circuit courts of the United States? Are they entirely senseless? Are they to be excluded from the clause in which the legislature has inserted

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them, or are they to be taken into view and allowed the effect of which they are capable?

The words are certainly not senseless. They have a plain and obvious meaning. And it is, we think, a rule that words which have a meaning are not to be entirely disregarded in construing a statute. We cannot understand this clause as if these words were excluded from it. They perhaps manifest the opinion of the legislature that the jurisdiction was in the circuit courts, but ought, we think, to be construed to give it if it did not previously exist. Any other construction would destroy the effect

of those words. The district court cannot take cognizance concurrent with the circuit courts unless the circuit courts can take cognizance of the same suits. For one body to do a thing concurrently with another is to act in conjunction with that other; it is equivalent to saying the one may act together with the other. The phrase may imply that power was previously given to that other, but if in fact it had not been given, the words are capable of imparting it. If they are susceptible of this construction, they ought to receive it, because they will otherwise be totally inoperative or will contradict the other parts of the sentence, which show plainly the intention that the district court shall have cognizance of the subject and shall take it to the same extent with the circuit courts.

It has been said, and perhaps truly, that this section was not framed with the intention of vesting jurisdiction in the circuit courts. The title of the act and the language of the sentence are supposed to concur in sustaining this proposition. The title speaks only of state and district courts. But it is well settled that the title cannot restrain the enacting clause. It is true that the language of the section indicates the opinion that jurisdiction existed in the circuit courts, rather than an intention to give it, and a mistaken opinion of the legislature concerning the law does not make law.

But if this mistake is manifested in words competent to make the law in future, we know of no principle which can deny them this effect. The legislature may pass a declaratory act which, though inoperative on the past, may act

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in future. This law expresses the sense of the legislature on the existing law as plainly as a declaratory act, and expresses it in terms capable of conferring the jurisdiction. We think, therefore, that in a case plainly within the judicial power of the federal courts as prescribed in the Constitution and plainly within the general policy of the legislature, the word ought to receive this construction.

So far as the suits brought by the Postmaster General were referred to in argument in the case of *Bank of the United States v. Osborn*, this construction

was assumed as unquestionable. As the act was referred to for the sole purpose of illustrating the argument on the point then under consideration, it was not examined with the attention which has since been bestowed upon it; but the opinion then expressed, that the section we have been considering conferred jurisdiction on the courts of the United States over suits brought by the Postmaster General was correct.

Had this suit been brought to recover the balance due from the deputy postmaster on his original liability to pay the money in his hands, no doubt would have been felt respecting the jurisdiction of the court. The act of 1810 gives the Postmaster General a right to sue for such balances, and the act of 1815 enables him to sue in the circuit or district courts of the United States. But it is contended that he has no right to secure such balances by bond, and consequently, the bond being unauthorized, the act of Congress cannot be construed to authorize a suit upon it.

Were it even true that an official bond cannot be taken in a case where it is not expressly directed by law, we do not think that a bond taken to secure the payment of a sum of money is void because it is also an official bond. Even supposing this bond to be void so far as it is intended to stipulate for the performance of official duties, it is not necessarily void so far as it stipulates for the payment of money of the United States which might come to the hands of the deputy postmaster. That part of the condition which shows the bond was taken to secure the payment of money which should be received for the United States is not vitiated by that part of it which shows that it was also taken

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to secure the general official conduct of the deputy. Now a part of the condition is expressly "that if he shall pay all moneys that shall come to his hands for the postages of whatsoever is by law chargeable with postage," then the obligation is to be void. The obligation itself on which the suit is brought was intended to secure the payment of money collected for the United States, as well as the official conduct of the deputy, and as no law prohibited such an official bond, we cannot think, although it might not in itself be valid, that it would destroy an obligation

taken for a legitimate purpose. As the breach assigned is altogether in the nonpayment of the money collected, we do not think that if a bond would be good taken for this single object, it is made bad by being extended also to the official conduct of the obligor.

The inquiry, then, is whether, under a fair construction of the acts of Congress, the Postmaster General may take bonds to secure the payment of money due or which may become due to the General Post Office.

All the acts relative to the post office make it the duty of the Postmaster General to superintend the department, to regulate the conduct and duties of his deputies, and to collect the moneys received by them for the General Post Office. May not these powers extend to taking bonds to the officer who is to perform them? May not these bonds be considered as means proper to be used in the collection of debts, and in securing them?

If this interpretation of the words should be too free for a judicial tribunal, yet if the legislature has made it, if Congress has explained its own meaning too unequivocally to be mistaken, their courts may be justified in adopting that meaning.

The 22d section of the act of 1799, after directing the Postmaster General to sue for all balances due from his deputies, within six months after the expiration of the three months within which they ought to have been paid, enacts

"That all suits which shall be hereafter commenced for the recovery of debts or balances due to the General Post Office, whether they appear by bond or obligations made in the name of the existing or any preceding postmaster general

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or otherwise, shall be instituted in the name of the Postmaster General of the United States."

These words follow immediately the clause which makes it the duty of the Postmaster General to sue for the money due from his deputies, and are obviously

applied to the moneys in their hands. They show the sense of the legislature that this money may be a "debt" or a "balance," may "appear by bond or obligation" or otherwise, and are, we think, a legislative exposition of the words describing the power and duty of the Postmaster General in the superintendence of his department and the means he may employ for collecting the money due from his deputies.

The 31st section of the same act repeals the previous laws for establishing the Post Office Department after the 1st day of the ensuing May, and adds a proviso to the repealing clause, that as to

"all bonds, contracts, debts, demands, rights, penalties, or punishments, which have been made, have arisen, or have been incurred, . . . the said acts shall have the same effect, as if this act had not been made."

It is said by the counsel for the defendants that these words do not give efficacy to the bonds to which they refer, but leave them as they were anterior to the repealing act. This is true. But they explain the sense of the legislature respecting the powers of the Postmaster General and the manner in which he might execute those powers.

An additional proviso extends even to official bonds. After continuing the Postmaster General and all his deputies in office, it adds,

"and also the bonds which they or either of them have or may give for the faithful execution of their several duties shall continue to have the same force and effect, to all intents and purposes, after the 1st day of May next, as though this act had not been made."

This proviso also is no more than a recognition of the validity of those bonds, but it is a recognition of it, and goes the full extent of showing the legislative opinion that they might be taken. The act of 1810 repeals former acts and contains the same provisions on this subject with the act of 1799.

The Court has felt the pressure of this part of the case.

There is always difficulty in extending the operation of words beyond their plain import, but the cardinal rule of construction is that where any doubt exists, the intent of the legislature, if it can be plainly perceived, ought to be pursued. It is also a rule that the whole law is to be taken together, and one part expounded by any other which may indicate the meaning annexed by the legislature itself to ambiguous phrases. The words describing the power and duty of the Postmaster General may be expounded by other parts of the act showing the legislative opinion as to their extent, and if this be true, the sections which have been cited cannot be misunderstood. They show plainly that the legislature supposed it had given the Postmaster General authority to take these bonds.

A case cannot exist in which effect may be given to the legislative intent more safely than in this. The bonds are taken in a case where no doubt can exist respecting the right and propriety of giving authority to take them; they are for money due to the United States, and the opinion of the legislature that authority was given is expressed in as plain words as can be used. The acts of Congress sustain the opinion that they have been taken with the knowledge and approbation of the legislature from the first establishment of the offices, and provision is made by law for their being put in suit. The courts of the United States have, until very lately, uniformly given judgments on them.

Under these circumstances, we think ourselves justified in continuing to sustain them and to certify in this case that the circuit court has jurisdiction of the cause.