

**Reeside Vs. United States**

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**Court :** US Supreme Court

**Decided On :** 1868

**Appeal No. :** 75 U.S. 38

**Appellant :** Reeside

**Respondent :** United States

**Judgement :**

Reeside v. United States - 75 U.S. 38 (1868)

U.S. Supreme Court Reeside v. United States, 75 U.S. 8 Wall. 38 38 (1868)

**Reeside v. United States**

**75 U.S. (8 Wall.) 38**

*APPEAL FROM THE*

*COURT OF CLAIMS*

## **SYLLABUS**

Under the Act of 28 February, 1861, which authorizes the Postmaster General to *discontinue*, under certain circumstances specified, the postal service on any route, a "*suspension*" during the late rebellion at the Postmaster General's

discretion, of a route in certain rebellious states, with a notice to the contractor that he would be *held responsible for a renewal* when the Postmaster General should deem it safe to renew the service there, was held to be a *discontinuance*, and the mail carrier's contract with the government calling for a month's pay if the postmaster discontinued the service, it was adjudged that he was entitled to a month's pay accordingly.

In 1859 and subsequently, Reeside made certain contracts with the Postmaster General to carry the mail until 30 June, 1862, over certain parts of *Arkansas, Mississippi, and Louisiana*. Each contract contained a provision that the Postmaster General might *discontinue or curtail* the service in whole or in part whenever the public interests required it he allowing *one month's pay on the amount of the service dispensed with*. Early in 1861, as is known, the late rebellion in the Southern states broke out, the states above particularly mentioned, joining in it. In view of the condition of things, Congress enacted, [ [Footnote 1](#) ] on the 28th February, 1861:

"That whenever, in the opinion of the Postmaster General, the postal service cannot be safely continued, or the post office revenues collected, or the postal laws maintained on any post route, by reason of any cause whatever, the Postmaster General is hereby authorized to *discontinue* the postal service on such route or any part thereof and any post offices thereon till the same can be safely restored,"

and shall report his action to Congress.

And it was part of the case, as found by the court below that on the 15th April following, "a state of actual war"

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existed between the United States and the states in which the contracts were to be executed.

On the 27th of May, 1861, the Postmaster General issued an order *suspending* the service on all the routes till further order from and after May 31. Reeside requested the Postmaster General, instead of suspending the service, to annul the contracts. But this the Postmaster General refused to do, and Reeside was informed that he would be held responsible under the contracts and be ordered to renew the service whenever, in the opinion of the Postmaster General, it would be safe to do so.

No special notice of the discontinuance was ever served on him.

On the 13th July, 1861, Congress authorized the President, under certain circumstances which it set forth, to issue a proclamation declaring any one of several Southern states, which it named (and which included the three through which Reeside's contract called on him to carry the mail) or any part of it to be in insurrection against the United States, and enacted that *thereupon* all intercourse should cease between the same and the citizens thereof and the citizens of the rest of the United States. On the 16th of August following, the President did issue such a proclamation and declared these three states, along with some others, to be in insurrection, and prohibited the intercourse.

Reeside resided in Washington, and the case showed that it would have taken him twenty days to have gone to Arkansas, and to have disposed of his property on his several routes. No part of his stage property was removed from them.

Reeside, who had been paid up but to the 1st of June, 1861, and whom the Postmaster General considered entitled to nothing more, now filed a petition in the court below setting forth that taking into consideration the distance from the seat of government (where, as already said, he resided) to the place of service, he was entitled to receive a reasonable notice before suspending the mail service on the

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several routes where he was the contractor, and that he was entitled, at all events, to his mail pay for one month.

The court below dismissed the claim; and hence this appeal.

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MR. JUSTICE NELSON delivered the opinion of the Court.

Upon the facts of this case, it is difficult to see how the government can avoid the payment of the month's pay upon any principle of justice or equity. The Postmaster General, representing in this department the government, refused to put an end to the contracts, but insisted upon a suspension only at his pleasure, and at the same time gave notice that the contractor would be held responsible for a renewal when he (the Postmaster General) should deem it safe to renew them. Of course the stage property must be kept on hand at the expense of the contractor, ready to render the service when ordered, and, according to the views of the government, without either remuneration or any allowance for the same -- not even the one month's extra pay on the amount of service dispensed with which in express terms is provided in the contract.

The only answer given to all this is that a civil war existed between the United States and the states within which these mail routes lay, and that all intercourse with them was illegal upon the principles of international law. Assuming this to be so, the government would have been justified in putting an end to the contracts, and in the absence of any interference on the part of the government, the contractor might also have terminated them. But the government did interfere and forbid the annulment or termination of the service, and insisted, notwithstanding a state of civil war, that the contract should continue and the service be renewed at the pleasure of the Postmaster General. The truth is (and this affords an explanation of the otherwise extraordinary dealings with this contractor) that although a state of war existed between the United States and several of the Southern states or portions of them, the territorial limits within which it existed was not well defined. Even as late as July 13, 1861, an act of Congress was passed authorizing the President, under the particular circumstances stated therein, to issue a proclamation declaring anyone of these states, or any part of it, to be in a

state of insurrection against the United States, and thereupon all intercourse should cease

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between the same and the citizens thereof, and the citizens of the rest of the United States. [ [Footnote 2](#) ] This proclamation was not issued till the 16th of August following, when certain states, including Arkansas, Mississippi, and Louisiana, were first declared to be in a state of insurrection within the act and all intercourse with the loyal states was prohibited. [ [Footnote 3](#) ]

This intercourse was but partially interrupted at the time these contracts were suspended, and although a disloyal feeling prevailed and was apparently increasing, yet the policy of the government was to conciliate the people and separate them, if possible, from the leaders, and one of the means used for this purpose was to continue these mail and postal accommodations so long as any hope existed of preventing the rebellion or continuing peaceful relations. The suspension of these contracts, instead of putting an end to them at once, and the demand upon the contractor to keep his stage property on hand ready to render service, doubtless grew out of this policy.

The Act of 28 February, 1861, provided that whenever, in the opinion of the Postmaster General, the postal service cannot be safely continued &c., for any reason, he was authorized to discontinue the service till the same could be safely renewed. It was doubtless under this act that he suspended the service in the present case. But this act had no effect to control the legal import of the contracts, nor did it confer any greater power than he possessed under them. According to their terms, he had the power to discontinue or curtail the service on any route for any cause, allowing one month's pay.

It may, we think, be well doubted if the Postmaster General had the power under this act to discontinue the service, and still hold the contractor to renew it. It simply confers power "to discontinue," for any cause,

"the postal service on said route, or any part thereof, and any post offices thereon, till the same can be safely restored, and shall report his action to Congress."

Nothing is said as to the duty or rights

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of contractors, and, in the absence of any provision on the subject, it would seem to be unreasonable to hold him responsible to renew the service at any future indefinite period. But it is unnecessary to decide this point.

*Decree reversed and cause remanded, with directions to allow one month's pay under the contracts.*

[ [Footnote 1](#) ]

12 Stat. at Large 177.

[ [Footnote 2](#) ]

12 Stat. at Large 257.

[ [Footnote 3](#) ]

*lb.* 1262, appendix.