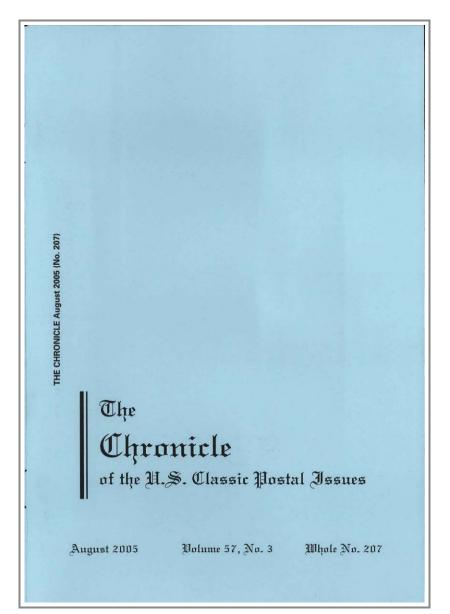


H.S. Philatelic Classics Society

# Volume: 57 Number: 3 Year: 2005 Chronicle: 207

# Article: The Steamer Sir John Harvey Author(s): David D'Alessandris



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### THE STEAMER SIR JOHN HARVEY ©2005 David D'Alessandris

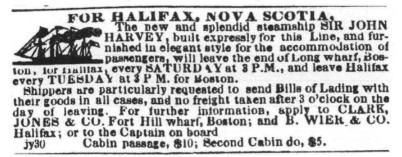
The steamer *Sir John Harvey* operated as a packet between Boston, Massachusetts and Halifax, Nova Scotia, from July 1852 through February 1853. The United States and Nova Scotia negotiated a postal agreement that was scheduled to take effect December 1, 1852, by which mail was to be exchanged by the *Sir John Harvey*. Although Nova Scotia delivered mail to the United States pursuant to the proposed postal agreement, the United States did not send any mail to Nova Scotia pursuant to that agreement. Additionally, the United States does not appear to have recognized the agreement. Only three sailings occurred pursuant to the proposed agreement, which was the only mail service at the treaty rate between the United States and the Province of Nova Scotia prior to the Canadian Confederation in 1867. The letters carried from Nova Scotia to the United States by the *Sir John Harvey* during this period were marked with the Nova Scotia scroll marking, the only Nova Scotia exchange office marking used for cross border mail. Only four covers with this marking are reported.

#### The Sir John Harvey

The steamer *Sir John Harvey* was most likely launched in early July 1852. The July 10, 1852 issue of the *Boston Daily Atlas* contained a news item headlined "The New Steamer Sir John Harvey, of Boston." According to the article:

This vessel is designed to run as a regular packet between this port and Halifax, N.S. and has good accommodations for 200 passengers, and stowage capacity for 1700 barrels.

As already stated, she is intended to run as a packet between this port and Halifax, and is owned by Messrs. Clark, Jones & Co., of this city, gentlemen who have been long engaged in the trade, and who have made this bold movement to meet its increase. We wish them and their beautiful packet all the success they wish themselves.<sup>1</sup>



#### Figure 1. Clark Jones & Co. ad for service to Halifax, Boston Daily Atlas, December 11, 1852

The *Sir John Harvey* first departed Boston for Halifax on Saturday, July 17, 1852.<sup>2</sup> Beginning at the end of July 1852, Clark, Jones & Co. placed ads stating that the *Sir John Harvey* would leave the end of Long Wharf, Boston for Halifax every Saturday at 5:00 p.m., and would depart Halifax on Tuesdays at 5:00 p.m.<sup>3</sup> These ads continued into December 1852, although the departure times for Boston and Halifax were changed to 3:00 p.m.<sup>4</sup> (Figure 1) Table 1 contains the complete sailing information for the *Sir John Harvey* operating between Boston and Halifax.

Boston Daily Atlas, July 10, 1852, p. 2.

<sup>&</sup>lt;sup>2</sup>*Ibid.*, July 19, 1852, p. 2 ("Sir John Harvey (new, of Boston, 620 tons)"). <sup>3</sup>*Ibid.*, July 30, 1852, p. 3.

*Ibid.*, December 11, 1852, p. 3.

	TADLE I - Su John	Hurvey Suiting Dutes		
Depart Boston	Arrive Halifax	Depart Halifax	Arrive Boston	
Non-Contract Sailings				
July 17, 1852	July 20, 1852	July 20, 1852	July 22, 1852,	
July 24, 1852	July 26, 1852	July 27, 1852	July 29, 1852	
July 31, 1852	August 2, 1852	August 3, 1852	August 5, 1852	
August 7, 1852	August 9, 1852	August 10, 1852	August 12, 1852	
August 14, 1852	August 16, 1852	August 18, 1852	August 19, 1852	
August 21, 1852	August 23, 1852	August 24, 1852	August 26, 1852	
August 28, 1852	August 31, 1852	September 1, 1852	September 3, 1852	
September 11, 1852	September 13, 1852	September 14, 1852	September 16, 1852	
September 18, 1852	September 20, 1852	September 21, 1852	September 24, 1852	
September 25, 1852	September 27, 1852	September 28, 1852	September 30, 1852	
October 2, 1852	October 4, 1852	October 6, 1852	October 8, 1852	
October 9, 1852	developed a leak and returned to Boston on October 10, 1852			
October 16, 1852	October 18, 1852	October 19, 1852	October 21, 1852	
October 23, 1852	October 26, 1852	October 26, 1852	October 27, 1852	
October 30, 1852	November 3, 1852	November 4, 1852	November 6, 1852	
November 8, 1852	November 10, 1852	November 11, 1852	November 14, 1852	
November 18, 1852	November 21, 1852	November 22, 1852	November 26, 1852	
Contract Sailings				
January 22, 1853	January 26, 1853	January 29, 1853	February 1, 1853	
February 5, 1853	February 9, 1853	February 9, 1853	February 11, 1853	
February 12, 1853	February 15, 1853	February 15, 1853	February 18, 1853	
G X X 1 1	0.1			

**TABLE 1 - Sir John Harvey Sailing Dates** 

Source: Various issues of the Boston Daily Atlas and the Halifax Novascotian.

The Sir John Harvey maintained its schedule of Saturday departures from Boston, with return departures usually occurring on Tuesdays, until mid-November 1852. On Sunday, November 14, 1852, "[t]he Sir John Harvey went ashore . . . at 2 o'clock about 1 mile North of the Highland Light, Cape Cod, and remained until 11? am. when she got off without damage." <sup>5</sup> Despite the fact that the Sir John Harvey continued to advertise Saturday departures until December 11, 1852, a review of the Marine Journal for the Boston Daily Atlas, the Boston Post and the Halifax Novascotian did not reveal any departures for the remainder of 1852 after arriving in Boston on November 26, 1852.

<sup>&</sup>lt;sup>5</sup>*Ibid.*, November 15, 1852, p. 2.

Although the papers reported that the *Sir John Harvey* was not damaged when it went aground on November 14, 1852, it appears that she may have been damaged. A January 22, 1853 advertisement stated that, "[t]he steamship SIR JOHN HARVEY has had a large propeller put on, and will resume her weekly trips between Boston and Halifax, leaving the end Long wharf, on SATURDAY, 22d inst, at 3 o'clock, P.M."<sup>6</sup>

Although Clark, Jones & Co. advertised that the *Sir John Harvey* would depart for Halifax on Saturday, February 19, 1853, this sailing did not take place.<sup>7</sup> Instead, on Monday, February 21, 1853, Clark, Jones & Co. announced that the *Sir John Harvey* was taking freight for an immediate departure for Sidney, Australia.<sup>8</sup> (Figure 2)



Figure 2. Clark Jones & Co. ad for service to Australia, Boston Daily Atlas, February 21, 1853

Despite the promise of "immediate despatch" the *Sir John Harvey* did not clear Boston for Sidney until Thursday, March 17, 1853.<sup>9</sup> As was the case when the *Sir John Harvey* stopped operating at the end of the previous November, Clark, Jones & Co. continued to advertise for sailings that would not occur. In fact, the last ad for the *Sir John Harvey* promising passage to Sidney ran on March 24, 1853–one week after the steamer departed.<sup>10</sup> After traveling to Sidney, the *Sir John Harvey* was sold to British owners in 1854, and was used to transport troops during the Crimean War. After the war, she operated between Melbourne and Sidney.<sup>11</sup>

#### The Proposed Postal Arrangement Between the United States and Nova Scotia

Pursuant to the postal arrangement between the United States and Nova Scotia, effective July 6, 1851, mail was exchanged at 6d or 10¢, paid or unpaid, with partial payment not recognized.<sup>12</sup> Most of the mails were sent overland and were exchanged between Robbinston, Maine and St. Andrews, New Brunswick. There were additional exchange offices at Houlton, Maine which exchanged with Woodstock, New Brunswick; and at Calais, Maine which exchanged with St. Stephen, New Brunswick.<sup>13</sup> Although United States Post Office Department Route Agents, also known as Steamboat Letter Carriers, carried mail on steamboats regularly operating between Boston and St. John, New Brunswick, the route agents were only authorized as far as Eastport, Maine until spring 1853.<sup>14</sup> Mail could also be sent from Boston to Halifax via the Cunard Line;

<sup>11</sup>"New South Wales Shipwrecks," viewed at <a href="http://oceans1.customer.netspace.net.au/nsw-wrecks.html">http://oceans1.customer.netspace.net.au/nsw-wrecks.html</a>. <sup>12</sup>Report of the Postmaster General, 1851, Wierenga reprint (Holland, Michigan: Theron Wiernega, 1976), p. 437.

<sup>13</sup>Postal Laws and Regulations of the United States of America, 1852, Wierenga reprint (Holland, Michigan: Theron Wierenga, 1980), p. 80.

<sup>14</sup>For a detailed description of this mail service, see David D'Alessandris, "Boston to St. John Steamboat Mail," *Chronicle* No. 201 (February 2004), pp. 8-20; No. 202 (May 2004), pp. 109-116; and No. 203 (August 2004), pp. 167-186.

<sup>&</sup>lt;sup>°</sup>*Ibid.*, January 22, 1853, p. 3.

Ibid., February 19, 1853, p. 3.

*Ibid.*, February 21, 1853, p. 3.

Ibid., March 18, 1853, p. 3.

*Ibid.*, March 24, 1853, p. 3.

however, such mail was not covered by postal treaty and was subject to higher rates. Moreover, only Cunard sailings from Boston stopped at Halifax. As a result, the service was only available on a bi-weekly basis.<sup>15</sup> In an effort to provide better mail service between Halifax and the United States, the United States Post Office proposed to the Nova Scotia Post Office that the countries contract with owners of the *Sir John Harvey* to provide mail service.

The United States Congress granted authority to establish a mail route between Boston and Halifax in the Post Office Act of August 31, 1852, which provided that:

the Postmaster-General be and he is hereby authorized to enter into a contract for the transportation of the United States mail on board of the steam-vessels which at present ply regularly between Boston, in the State of Massachusetts, and Halifax, in Nova Scotia, upon such terms as may appear to him reasonable ....

By letter dated October 9, 1852, Samuel Dickinson Hubbard, Postmaster General (PMG) of the United States, proposed to Arthur Woodgate, Postmaster General of Nova Scotia, that the postal arrangement between the countries be modified to provide service between Boston and Halifax by the *Sir John Harvey*.<sup>17</sup> By letter dated October 26, 1852, PMG Woodgate wrote to the Provincial Secretary and Clerk of Council, Joseph Howe, to inform him of the proposed mail service, and to recommend adoption of the proposal.<sup>18</sup> On October 30, 1852, PMG Woodgate wrote PMG Hubbard to inform him that the Lieutenant Governor of Nova Scotia had approved of the modification and to set forth proposed terms for the agreement.

Nova Scotia formally adopted the agreement which was to take effect on December 1, 1852; however, it appears that the United States never adopted the agreement. The complete text of the proposed agreement, as reported in Nova Scotia, is reprinted at Appendix A. The key terms were that mail carried by the *Sir John Harvey* would be carried at the existing treaty rate, paid or unpaid with partial payment not recognized. Mail from the United States would be stamped "U. States" and mails from Nova Scotia would be marked "Nova Scotia." The expense of transporting the mails would be paid by the United States pursuant to the Act of August 31, 1852, and by Nova Scotia by such contract as its Post Office would enter into with the owners of the steamboat line. Additionally, the agreement provided for transmission of mails from Nova Scotia via the United States to Havana, Chagres and Panama.

On December 3, 1852, the Nova Scotia Post Office issued Circular No 15, which notified the public of the new service and stated that letters to be carried by the steam packet should be endorsed "*Sir John Harvey*." The notice also provided that the rate to the United States was 6d per half-ounce, and listed a 9d rate to Havana, and a 1/3d rate to Chagres and Panama.

By letter dated February 8, 1853, PMG Woodgate wrote to PMG Hubbard to complain about the United States' failure to comply with the postal agreement. PMG Woodgate wrote that:

<sup>&</sup>lt;sup>15</sup>Susan M. McDonald, "Cunard Packet Mail Between Nova Scotia and the United States," *Postal History Journal* No. 29 (September 1971), p. 2.

<sup>&</sup>lt;sup>10</sup>An Act to establish certain post-roads, and for other Purposes, Aug. 31, 1852, *Statutes At Large*, Vol. X, p.189.

<sup>&</sup>lt;sup>17</sup>Post Office Letters January 1850 - November 1853, Nova Scotia Archives and Records Management, RG24 Vol. 76, letter inserted between pages 348 and 349.

<sup>&</sup>quot;Ibid., pp. 346-47.

*Ibid.*, letter inserted between pages 348 and 349.

<sup>&</sup>lt;sup>20</sup>Nova Scotia Archives and Records Management, RG24 Vol. 16 Document 1643.

<sup>&</sup>lt;sup>21</sup>Nicholas Argenti, *The Postage Stamps of New Brunswick and Nova Scotia*, (Lawrence, Mass: Quarterman, 1976) p. 87.

the steam packet <u>Sir John Harvey</u> has <u>twice</u> arrived at this Port from Boston bringing a bag of <u>loose letters</u> but by neither trip has a mail been made up at that office in accordance with the terms of the agreement no Post Bills has accompanied the mail the letters have not been taxed nor stamped United States as determined upon.

I may add that by the last trip of this steamer from Halifax a mail was made up and forwarded in accordance with the above articles of agreement.

I lose no time in calling your attention to this matter in the hope that the necessary directions may be issued to the Post Master of Boston as early as convenient.<sup>22</sup>

The February 8, 1853, date on this letter is curious, as the second trip of the *Sir John Harvey* pursuant to the proposed contract did not arrive in Halifax until February 9. Presumably, the letter was incorrectly dated and was actually sent on February 9, or the *Sir John Harvey* arrived in Halifax on February 8, and the arrival date published in the Halifax *Novascotian*, and reproduced in Table 1, is incorrect.

PMG Woodgate again wrote to PMG Hubbard regarding the United States' failure to comply with the terms of the postal arrangement on February 14, 1853. This letter may have been carried to the United States by the last sailing of the *Sir John Harvey* which departed Halifax the following day. In the letter, PMG Woodgate wrote that:

Mr. Wier one of the Proprietors of the Steam Packet *Sir John Harvey* - has placed into my hands Copy of a letter which you had addressed to Messrs Clark & Jones of Boston relative to the arrangement not having been carried out as expressed in the articles of agreement dated  $12^{th}$  of November 1852 -- by which I regret to learn that it is owing to Newfound Land, and Prince Edward Island having been struck out by me before signing the agreement. My Letter dated  $2^{th}$  of Dec. last, yours of  $6^{th}$  of that month crossed on the way and I concluded after you had received my Letter in which I particularly specified that I had no jurisdiction over those Provinces that so far as the <u>United States</u> and Nova Scotia were concerned the agreement would have remained as altered by me.

It is true that the Post Office Department in Newfound Land and Prince Edward Island have been transferred from Imperial to Colonial Control but still I have no more jurisdiction over the Posts of these Provinces than I have over those of England or the United States.

Permit me here to explain that there is a Packet Postage between Halifax and Newfound Land which Postage must be secured to Great Britain the mails being carried to and from that Island by British Contract Packets, and over which this Province can exercise no control whatever – To carry out the proposed arrangement it will therefore be necessary for you to enter into a correspondence with the Postmasters General of Newfound Land and Prince Edward Island as I repeat I have no Control over the Postal arrangements of these Colonies.

Until I hear from you again I shall continue to despatch a mail to Boston by each trip of the "Sir John Harvey" and I trust that you will under the forgoing explanation - instruct the Postmaster of Boston to make up mails for Nova Scotia as originally intended for despatch by the conveyance.

Based upon PMG Woodgate's February 14<sup>th</sup> letter, it appears that the United States never contracted with the owners of the *Sir John Harvey*, and never recognized the proposed postal arrangement. Pursuant to the common law "mirror image rule" PMG Woodgate's deletion of mail service to Newfoundland and Prince Edward Island from the proposed agreement would constitute a counter-offer which PMG Hubbard could either accept or reject. Unfortunately, none of the correspondence from PMG Hubbard to PMG Woodgate is contained in PMG Hubbard's letter book in the United States National

<sup>&</sup>lt;sup>22</sup>Post Office Letters January 1850 - November 1853, Nova Scotia Archives and Records Management, RG24 Vol. 76, p. 405.

*Ibid.*, pp. 407-08.

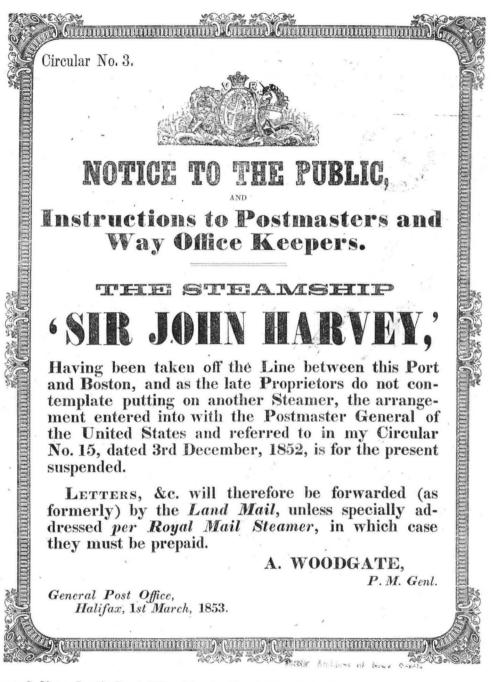


Figure 3. Nova Scotia Post Office Circular No. 3, March 1, 1853 (courtesy of Nova Scotia Archives and Record Management)

Archives.<sup>24</sup> Additionally PMG Hubbard does not appear to have issued an order establishing a postal route between Boston and Halifax<sup>29</sup> In fact, all of the available evidence indicates that the agreement was never adopted by the United States. Morever, in February 1853, PMG Hubbard was a lame duck following the election of President Franklin Pierce in November 1852. PMG Hubbard's last day as Postmaster General was March 7, 1853 – about two weeks after PMG Woodgate's letter would have arrived in Washington. Thus, the "contract sailings" were only contract sailings from the perspective of Nova Scotia and not from the perspective of the United States.

On February 26, 1853, PMG Woodgate wrote to Mr. Wier of Halifax, one of the proprietors of the Sir John Harvey, to inquire "whether it is contemplated to place another Boat on the line between Halifax & Boston."<sup>26</sup> The PMG apparently received a negative response, as on March 1, 1853, he issued Circular No. 3, which notified the public that the Sir John Harvey "Having been taken off the Line between this Port and Boston, and as the late Proprietors do not contemplate putting on another steamer, the arrangement entered into with the Postmaster General of the United States and referred to in my Circular No. 15, dated 3rd December, 1852, is for the present suspended."<sup>21</sup> (Figure 3) PMG Woodgate notified Provincial Secretary Howe of the suspension of the postal arrangement with the United States in a letter dated March 14, 1853.<sup>28</sup> Significantly, PMG Woodgate did not mention PMG Hubbard's apparent belief that there was no agreement; however, PMG Woodgate may have simply chosen to ignore the issue and let a sleeping dog lie.

#### **Postal History of the Sir John Harvey**

The postal history of the Sir John Harvey predates the proposed postal arrangement between the United States and Nova Scotia. The Sir John Harvey carried occasional ship letters prior to the contract period. At least two ship letters are reported, and both are addressed to D.S. Kennedy of New York City. The covers are both datelined Halifax. The first cover is datelined August 10, 1852, and entered the mails in Boston on August 12, 1852 as indicated by the Boston circular date stamp. (Figure 4) The second cover is datelined September 14, 1852, and entered the mails in Boston on September 16, 1852, again with a Boston circular date stamp. (Figure 5) As the letters were carried by a non-contract vessel, they were rated  $7\phi$  due, comprised of the  $5\phi$  rate for an unpaid letter traveling less than 3,000 miles plus a 2¢ ship letter fee paid to the captain of the Sir John Harvey." These covers were identified based upon endorsements for carriage by the Sir John Harvey. Presumably, other covers exist, and it is hoped that the sailing data contained in this article will lead to the identification of other covers carried by the Sir John Harvey.

The sailing information and correspondence referenced above calls into question the information previously published regarding the Sir John Harvey." Jephcott, Greene and

Nova Scotia Archives and Records Management, RG24 Vol. 13.

<sup>28</sup>Post Office Letters January 1850 - November 1853, Nova Scotia Archives and Records Management, RG24 Vol. 76, p. 412.

<sup>&</sup>lt;sup>24</sup>Records of the Immediate Office of the Postmaster General, National Archives and Records Administration, RG 28, Entry 2, Letters Sent, Vol. 72.

Records of the Immediate Office of the Postmaster General, National Archives and Records Administration, RG 28, Entry 1, Orders, Vol. 29.

Post Office Letters January 1850 - November 1853, Nova Scotia Archives and Records Management, RG24 Vol. 76, p. 410.

First cover, dated August 10, 1852, in Susan McDonbald's "Cross Border Mails United States and British North America to 1875," U.S. Philatelic Classics Society exhibit photocopy, p. 84. Second cover, dated September 14, 1852, ex Frederick Mayer, now in author's collection.

C.M. Jephcott, V.G. Greene and John H.M. Young, The Postal History of Nova Scotia and New Brunswick, 1754-1867 (Toronto: Sissons Publications Ltd., 1964), p. 254; J.J. MacDonald, The Nova Scotia Post, Its Offices, Masters and Marks 1700-1867 (Toronto: The Unitrade Press, 1985), pp. 183-84; "S.S. Sir John Harvey," BNA Topics No. 359 (May-June 1977), pp. 11-12.

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Figure 4. August 10, 1852 letter from Halifax to New York, carried by the *Sir John Harvey* (from Susan McDonald "Cross-Border Mails: United States and British North America to 1875" exhibit photocopy)

Tir John Namer Talilas

Figure 5. Letter datelined Halifax September 14, 1852, per Sir John Harvey to Boston.

Young reported that the service was started on December 3, 1852, but due to the small amount of revenue received by the service, it was discontinued on March 14, 1853.<sup>31</sup> Total revenues on the route were stated to be  $\pm 5/4/9$ , which would equal approximately 200 letters at 6d per letter.<sup>32</sup>

Based upon the sailing information above, and PMG Woodgate's correspondence, it appears that there were only three round-trips between Boston and Halifax during the contract period. Moreover, the correspondence from PMG Woodgate indicates that only loose letters were carried from the United States on the first two contract sailings. departing Boston on January 22, 1853, and February 5, 1853.<sup>33</sup> Additionally, PMG Woodgate indicated that Nova Scotia did not send any mail by closed bag to the United States on the first contract sailing which departed Halifax on January 29, 1853.<sup>34</sup> Although it is conceivable that the United States might have sent a mail bag via the Sir John Harvey on the final contract sailing which departed Boston on February 12, 1853, this would be highly unlikely. PMG Woodgate's February 8, 1853 letter was likely carried on the Sir John Harvey arriving in Boston on February 11, 1853. The final contract sailing departed Boston for Halifax on February 12, 1853, leaving no time for the letter to reach Washington and for PMG Hubbard to instruct the Postmaster of Boston. Thus, unless the Postmaster of Boston *sua sponte* decided to comply with the proposed postal arrangement, despite the fact that the United States had not contracted with the owners of the Sir John Harvey, no mail was sent from the United States to Nova Scotia pursuant to the proposed agreement.

The correspondence from PMG Woodgate to PMG Hubbard makes clear that Nova Scotia sent mail at the treaty rate on the February 9, 1853, and February 15, 1853, sailings from Halifax. There are only four covers reported that were carried by the *Sir John Harvey* during the contract period. Each of these covers bears the NOVA SCOTIA "scroll" exchange office marking required by the proposed postal agreement. As the *Sir John Harvey* was the only treaty mail route between the United States and Nova Scotia prior to Confederation, these are the only covers to receive the rare "scroll" marking.

There is one cover reported from the trip arriving in Boston on February 11.<sup>35</sup> In fact, the cover bears a Boston, February 11 circular date stamp. (Figure 6) Two covers were carried from Halifax on the trip arriving in Boston on February 18, 1853.<sup>36</sup> (Figures 7 & 8) A fourth cover exists with the scroll marking; however, the date of the cover is unknown.<sup>37</sup> (Figure 9)

The Halifax exchange office would have rated each of the known covers due  $10\phi$ , pursuant to the proposed postal arrangement. The cover arriving in Boston on February 11, 1853 has a Boston SHIP marking, similar to the non-contract covers; however, the cover was not re-rated in Boston as a ship letter (due 7 rather than due 10). The other treaty covers have a STEAM marking, and do not have a Boston circular date stamp. Jephcott

<sup>31</sup>Jephcott, p. 254.

<sup>33</sup>Post Office Letters January 1850 - November 1853, Nova Scotia Archives and Records Management, RG24 Vol. 76, p. 405.

<sup>1</sup>Ibid.

<sup>35</sup>Jephcott, p. 256.

<sup>50</sup>Cover addressed to Beaver St., New York City, H.A. Harmers Sale 6, lot 1357 (Steinhart), previously sold Christies sale Oct. 4, 1984, lot 1043 (Halifax); cover addressed to Wall Street, New York City, H.R. Harmer Sale 2944, lot 611 (Mayer); *BNA Topics*, Vol. 34, No. 3 (May-June 1977)(Whole No. 359), p. 11.

<sup>3</sup> R. Maresch & Son Auction 141, lot 265, May 27, 1982.

Ibid.

has M aukun

Figure 6. Cover carried on the second contract sailing of the Sir John Harvey (from Jephcott, p. 256)

Banter hall Street Aus york 611

Figure 7. Cover carried on the third contract sailing of the Sir John Harvey

tranew Sin blu

Figure 8. Cover carried on the third contract sailing of the Sir John Harvey

sh a prach lan

Figure 9. Cover, date unknown, carried on a contract sailing of the *Sir John Harvey* (courtesy of R. Maresch and Son Auctions Ltd.)

indicates that the STEAM marking was a Halifax marking; however, it is clearly a Boston marking.<sup>38</sup> In the United States, STEAM, short for Steamboat, markings were applied to incoming letters from non-contract steamers engaged in inland or coastal trade.<sup>39</sup> Moreover, the use of the "STEAM" marking, used on non-contract steamers, is consistent with the United States not having entered into a contract with the owners of the *Sir John Harvey*.

The inconsistent use of "SHIP" and "STEAM" markings is understandable. Presumably, the letters would have arrived at the Boston Post Office in a closed-bag, accompanied by a letter-bill, and rated 10¢ due. However, the Boston Post Office, if it knew of the proposed postal agreement at all, would have been under the impression that the agreement had not been enacted. Thus, Boston probably had no idea how to properly account for the letters arriving from Halifax.

No covers carried by the *Sir John Harvey* from the United States, during the contract period, have been reported. However, PMG Woodgate's February 8, 1853 letter indicates that the *Sir John Harvey* was carrying loose letters when it arrived in Halifax, but that the letters had not been marked "U. STATES, and were not rated according to the proposed agreement. Presumably, these letters were rated as ship letters by the Halifax Post Office. Such covers, if they exist today, would not have any United States postal markings. The author would be interested in any reports of covers carried by the *Sir John Harvey* not included in this article.



<sup>&</sup>lt;sup>38</sup>Jephcott, p. 255; *compare* Maurice C. Blake and Wilbur W. Davis, *Boston Postmarks to* 1890 (Lawrence, MA: Quarterman Publications Inc., 1974), pp. 56-57.

<sup>&</sup>lt;sup>39</sup>Theron Wierenga, *United States Incoming Steamship Mail*, 1847-1875, 2<sup>nd</sup> ed. (Austin, TX: U.S. Philatelic Classics Society, Inc.: 2000), p 1.

# APPENDIX A Text of Proposed Nova Scotia - U.S. Postal Agreement

At a Council held at Government House on the 1st day of December, 1852. PRESENT :

#### His Excellency the Lieutenant-Governor, Sec. Sec. Sec.

Whereas a certain agreement has been duly authorized and entered into by and between the Postmaster General of the United States and the Postmaster General of this Province, for establishing and regulating the interchange of Mails between the United States and Nova-Scotia, in terms or to the effect following:

1. That there shall be an exchange of Mails between the United States and Nova-Scotia at the following points, viz:

On the side of the United States, at Boston, Mass

On the side of Nova-Scotia, at Halifax,

N.S. 2. The postage to be charged in the United in weight, to or from Nova-Scotia and Cape Breton, shall be five cents (three pence) for any distance within the United States, not exceeding 3000 miles, and exceeding 3000 miles within the United States, ten cents (six pence) the single letter. Every additional weight of half an ounce, or additional weight of less than half an ounce, to be charged as one additional rate; the rates in this section mentioned having been adopted and agreed upon by the Postmaster General of the United States, by and with the advice and consent of the President.

3. The aggregate postage to be charged in Nova-Scotia and Cape Breton, or any one or more of them, on a letter not exceeding half an ounce in weight, to or from the Uni-ted States, shall be five cents (three pence) for any distance in either of the said Provinces; and every additional weight of half an ounce, or additional weight of less than half an ounce to be charged as an additional rate.

4. Upon all letters posted in the United States, to be delivered in Nova-Scotia and Cape Breton, or posted in Nova-Scotia and Cape Breton, to be delivered in the United States, these rates shall be combined into one rate, of which, payment in advance, shall be optional in either country ; less than the whole combined rate cannot be pre-paid.

5. The Post Office Department of the United States will collect and keep all the postages on the unpaid letters from Nova-Scotia above named, as well as the postager on letters to Nova-Scotia aforesaid, pre-paid in the United States; and the Post Office Department of Nove-Scotia will collect and keep all the postages on the unpaid letters from the United States, as well as the postages on letters pre-paid in-Nova-Scotia aforesaid to the United States.

6. Each Mail dispatched from one country to the other shall be accompanied by a letter or post bill, shewing the number of letters so posted, and distinguishing the paid from the unpaid, and their postage in separate columns.

7. The postage on Newspapers, Pamphlets, Magazines, unsealed Circulars, and all other printed matter, must be pre-paid, or sent free to the line in the country where posted, and any postage afterwards accruing thereon, beyond the line, is to be collected and re-tained by the Post Office Department of the country in which it accrues. Newspapers, Pamphlets, &c., if not forwarded in covers open at the end or sides, will be subject to letter postage.

8. The postage stamps of either country shall be taken as evidence of the pre-payment of postage.

9. The Post Office designated for the dispatch and receipt of the Provincial Mails, on the side of the United States, will stamp "U. States" upon all letters sent into Nova-Scotia, &c. for delivery; and the office designated for the dispatch and receipt of United States Mails on the side of Nova-Scotia, will stamp "Nova-Scotia" upon all letters sent into the United States for delivery. 10. The Post Office Departments of the

United States and Nova-Scotia shall each return to the other all dead letters, unopened, and without charge, every three months, or oftener, as may best suit the general regu-lations of each department.

11. The expense of transporting the Mails, by Steamboat, between the respective Exchange Offices, weekly, or oftener, as the case may be, shall, on the part of the United States, be borne, subject to the provisions of the Second Section of an Act of Congress, entitled, " An Act to establish certain Post Roads, and for other purposes," approved August 31. 1852, authorizing, on certain conditions, a Contract for the transportation of the United States Mail on board the Steam Vessels at present plying regularly between Boston and Halifax; and, on the part of Nova-Scotia, by such Contract as its Post Office Department may hereafter make for the purpose, with the proprietors of said Steamboat line.

12. This Agreement shall go into operation on the First of December, 1852; and it may be modified from time to time as may be agreed upon by the parties thereto, and it" may be annulled by the desire of either party upon three months notice.

13. Should it be found desirable, Letters and Newspapers may be sent in transit thro' the United States to and from Havana,(Cuba,) . to account to the United States Post Office Department for the transit and sea postage at ten cents the single rate on letters to and from Havana, and twenty cents the single rate to and from Chagres and Panama, and t two cents per Newspaper in either case, or -"closed Mails" may be sent between Nova-Scotia and Havana, via the United States, at twenty-five cents per onnce for letters, and two cents per Newspaper, and between Nova-Scotia and Chagres or Panama, via the U. States, at fifty cents per onnce for letters, and two cents per Newspaper, the postage on such closed Mails to be accounted for quarterly to the Post Office Department of the United States.

Now therefore, in pursuance and exercise of the authority vested in this Board by the Revised Statutes—Title Fourth, Chap. Num-ber Twenty-three ("Of the Post Office,") Sec. Number Four—His Excellency, by and with the advice of the Council, doth order, and it is hereby ordered, that in conformity with such agreement, which is hereby approved and confirmed, the Rates of Postage in the said Agreement specified, shall be charged and payable according to the force and effect of the said Agreement, from and after this date.

And the Postmaster General of Nova-Scotia, on the part of the Province, is to givethe necessary directions herein accordingly. WM. H. KEATING, D. c. c.

Courtesy of Nova Scotia Archives and Records Management