

**HISTORIC RESOURCE STUDY
CHESAPEAKE & OHIO CANAL NHP**

**12.
LOCKKEEPERS
AND BOATMEN
ON THE C & O CANAL**

**BY HARLAN D. UNRAU
HISTORIAN, C&O CANAL RESTORATION TEAM, SENECA
DENVER SERVICE CENTER
1976**

CONTENTS

I.	THE LOCKKEEPERS	785
A.	INTRODUCTION	785
B.	DUTIES AND COMPENSATION	785
C.	FAMILY AND SEXUAL ROLES	794
D.	PEFORMANCE RECORD	796
E.	DRUNKENNESS	798
F.	NEGLECT OF DUTY	799
G.	ABANDONMENT OF LOCKS	800
H.	ABSENCE WITHOUT PROVIDING AN ADEQUATE SUBSTITUE	800
I.	SALE OF INTOXICATING BEVERAGES BY LOCKKEEPERS	801
J.	REPUTABLE LOCK KEEPERS	803
K.	THE LOCK HOUSES: 1828–1850	804
II.	THE BOATMEN	806
A.	INTRODUCTION	806
B.	CHARACTERISTICS OF BOATMEN: 1830–1850	806
C.	CHARACTERISTICS OF BOATMEN: 1851–1889	808
D.	CHARACTERISTICS OF BOATMEN: 1891–1924	814
E.	TYPICAL EXPERIENCES IN THE LIVES OF “CANALERS”	818
F.	THE EMERGENCE OF LABOR UNIONISM AMONG THE CANAL BOATMENT IN THE 1870’S	821
G.	FEED AND GROCERY STORES	831
H.	HAILING PLACE OF BOATMENT	836
I.	RACIAL DISCRIMINATION AGAINST BLACK BOAT MASTERS	838
J.	RELIGION ON THE TOWPATH	838
K.	CANAL SONGS	839
L.	STORIES AND REMINISCENCES OF CANAL DAYS	841
	APPENDIXES	843
A.	SPECIFICATION OF A LOCKKEEPER’S HOUSE, CA. OCTOBER 1828	843
B.	ESTIMATE OF THE EXPENSE OF A LOCKKEEPER’S HOUSE, CA. OCTOBER 1828	845
C.	SPECIFICATION FOR A LOCKKEEPERS HOUSE 30 X 18 FEET	846
D.	REGISTER OF FINES COLLECTED BETWEEN 1877–1880	848

I. THE LOCK KEEPERS

A. INTRODUCTION

From the earliest period of navigation on the canal in the fall of 1830, the administration organization of the line was a mere formality, because the board of directors retained too much authority for itself. As a result, the character and conduct of the superintendents were not as important in the operation of the canal as they might have been. In the absence of an effective line of authority, the character of the lock keepers became important to the welfare of the canal. On the basis of what little is known of the lock tenders, they do not, as a group, seem to have been outstanding for their enthusiasm or reliability. Despite the important role which devolved upon them in the course of the directors' conduct of canal administration, apparently little was done to upgrade the quality of their services.¹

B. DUTIES AND COMPENSATION

Several months before the canal was watered between Dams Nos. 1 and 2, the board authorized President Charles F. Mercer to nominate lock keepers for the line and determine the rate of compensation for those individuals. The annual wages of the tenders were not to exceed \$150 for a single lock, \$200 for two locks, and \$250 for three locks.²

On August 7, 1830, Mercer recommended various individuals to serve as lock keepers and the rate of compensation each was to receive. As the company was beginning to experience its first financial difficulties, the pay of the tenders was considerably less than the maximum allowances earlier set by the board. The decrease in wages, however, was to be partially compensated for by allowing the tenders to use company land for gardening purposes. The keepers and their compensation, which were approved by the directors, were:

Lock No. 5.—Whalen, keeper; compensation of \$100 and use of Lockhouse No. 3. Together with the use of the company's ground below Guard Gate No. 1 and the embankment connecting it with the towpath of the new canal in its vicinity.

Lock No. 6.—William Conner, keeper; compensation of \$100 and use of Lockhouse No. 4 together with the use of the company's ground between, at, next above, and below Dam No. 1 as far down as the guard gate and embankment.

Lock No. 7.—Robert Brooke, keeper; compensation to be the use of the lands between the canal and the river and such islands as had been purchased for the company from George French together with the use of Lockhouse No. 5.

Lock No. 8.—Solomon Drew, keeper; compensation of \$100 and the use of the Lockhouse No. 6.

¹ Walter S. Sanderlin, *The Great National Project: A History of the Chesapeake & Ohio Canal*, (Baltimore, 1946), 185

² *Proceedings of the President and Board of Directors*, B, 135. When compared with the wages being paid to the skilled and unskilled laborers then at work on the construction of the canal, the wages of the tenders appear to be rather low considering their responsibilities. The average wages for the unskilled workers on the line in the early 1830s were \$13 per month (based on 26 working days), while those of skilled artisans were as much as \$20 per month. Using a 9-month construction season as a basis, these figures would translate into annual wages of \$117 for unskilled workers and \$180 for skilled laborers.

Locks Nos. 9-10—Thomas Burgess, keeper; compensation of \$150 and the use of Lockhouse No. 7.

Lock No. 11—(Mr.) Edmonston, keeper; compensation of \$100 and the use of Lockhouse No. 8.

Locks Nos. 12-14—Charles L. Sears, keeper; compensation of \$200 and the use of Lockhouse No. 9.

Locks Nos. 15-16—(No name given), keeper; compensation of \$200 and the use of Lockhouse No. 10.

Locks Nos. 17-18—William Roberts, keeper; compensation of \$200 and the use of Lockhouse No. 11.

Locks Nos. 19-20—William Roberts, keeper; compensation to be the use of Lockhouse No. 12 together with the use of the company's ground between the canal and the river that had been purchased from Moreen D. Loper and the Beall heirs.

Lock No. 21—(Mr.) Fuller, keeper; compensation of \$50, the use of Lockhouse No. 13, and the use of the company's land bought from William Scott.

Lock No. 22—(Mr.) Wright, Keeper; compensation of \$100, the use of Lockhouse No. 14, and the use of the company's land lying between the canal and the river below Muddy Branch.

Lock No. 23 and Guard Lock No. 2—Lewis Sewell, keeper; compensation to the use of Lockhouse No. 15 together with the use of Long-Acre and the company's ground between the canal and the river as far up the river as within 100 yards of Lock No. 24.³

In September the board approved a resolution requiring that at least one acre be attached to each lock for the use of the tender. On their plot the tenders were to raise gardens for their supply of fresh vegetables and to raise chickens, hogs and cows for their supply of eggs, milk, and meat.⁴ The grounds set aside for these purposes were to be fenced with materials taken from company shanties that were to be dismantled near Dam. No. 1.⁵

Several weeks after the water had been admitted into the canal between Locks Nos. 5 and 23, the board made a change in one of the appointments and took the first steps toward a formal definition of the lock tenders' duties. On November 20 W. W. Fenlon, who already had applied for permission to commence a packet service between Georgetown and Great Falls, was confirmed as the keeper of Locks Nos. 15-20, since William Roberts had declined taking charge over his assigned locks. At the same time, the board directed Mercer to instruct the new tenders in the

³ *Ibid*, B, 157-59.

⁴ *Ibid*, B, 188.

⁵ *Ibid*, B, 148. Later, as lock houses were built further up the valley, the board specified that the lots around the structures be fenced with "good post and rail fences." Whenever possible, locust posts were to be used. *Ibid*, E, 47, and Ingle to Elgin, Apr. 22, 1836, Ltrs. Sent, C & O Co.

proper manner of operating the locks. Moreover, each lock keeper was to be supplied with tools that were to be used for the preservation and repair of the portion of the canal under his care.⁶

Less than a week later, the board determined to make some special arrangements with Fenlon for having taken charge of Locks Nos. 15-20. In addition to a salary increase to \$400 per year, Mercer was authorized to spend \$200 for the addition of a kitchen to Lockhouse No. 12, \$500 for an additional building, and \$100 for other outhouses. These outlays would enable Fenlon to establish a hotel at Great Falls, which was soon named Crommelin House. Within eight months it was decided to make further improvements to Fenlon's hotel at company expense, the principle projects being the outside plastering of the lockhouse, the construction of a second story, and the erection of a porch in front of the stone center portion of the house.⁷

Similar improvements were also made to the lockhouse at Seneca Falls. The sum of \$1,000 was authorized in July 1830 for additions to this structure, which was named Rushville. Peyton Page was named as the new lock tender as well as the new boat registrar at that location in March 1831 at a yearly wage of \$250.⁸

The following June the board authorized President Mercer to appropriate eight per cent of the tender's annual salary for the construction of stables and a tavern near the lockhouse. The outbuildings were not to exceed the sum of \$300, and they were to be rented by the tender.⁹

Mercer informed the board on July 1, 1831, that he had found it necessary to increase the wages of the lock keepers. Accordingly, he had raised their pay to the maximum limits set by the directors on July 7, 1830.¹⁰

On July 16 Mercer submitted to the board a draft of the regulations for the lock keepers and the boatmen, which he had been ordered to prepare several months earlier. The regulations for the lock tenders' districts and listed the duties that the tenders were expected to perform as follows:

DISTRIBUTION OF THE CHESAPEAKE & OHIO CANAL,
FOR THE PURPOSES OF NAVIGATION, INSPECTION,
AND REPAIRS, INTO LOCK KEEPERS DISTRICTS.

The first Lock-keeper's District shall extend from the eastern termination of the Canal in Washington, to the waste weir next above the old locks at the Little Falls of Potomac, and shall include the basin between Georgetown and Washington, as well as those locks.

The second Lock-keeper's District shall extend from the first, as high up as to include the waste weir next above the United States powder magazine, and shall also include the dam and feeder at the Little Falls.

The third Lock-keeper's District shall extend from the second, to the lower end of the external slope of protection wall next above the culvert over Cabin John Run.

The fourth Lock-keeper's District shall extend from the third district, to the first culvert above his dwelling house.

The fifth Lock-keeper's District shall extend from the fourth, to the waste weir through the berm of the canal next below the entrance of the Rocky Run Feeder.

⁶ *Ibid*, B, 224–225. C, 401, and Fenlon to Board of Directors Nov. 6, 1830, Ltrs. Recd., C & O Co.

⁷ *Proceedings of the President and Board of Directors*, B, 238, 245, 307, 383–84.

⁸ *Ibid*, B 148, 290, 383.

⁹ *Ibid*, B, 384.

¹⁰ *Ibid*, B, 396–97

The sixth Lock-keeper's District shall extend from the fifth, to the lower end of the first high vertical protection wall above, and shall embrace Rock Run Dam and Feeder.

The seventh Lock-keeper's District shall extend from the sixth to the lower end of the first external slope or protection wall above the Great Falls of Potomac.

The eighth Lock-keeper's District shall extend from the seventh, to the first high bluff above the culvert over Watt's branch.

The ninth Lock-keeper's District shall extend from the eighth, to the lower end of the first external slope or protection wall above the culvert over Muddy Branch.

The tenth Lock-keeper's District shall extend from the ninth, to the upper end of the external slope or protection wall next above the Seneca Aqueduct.

If a District Lock-keeper shall, at any time, discover, that any of the works on the Canal, within his district, are out of repair, he shall immediately report the fact in person or by express, which, for that purpose, he is authorized to hire, to the Superintendent of repairs, and if from the nature of the repairs required, or of the damage apprehended, time be not allowed without farther injury to the Canal or its appurtenances, to wait the orders of the Superintendent, the Lock-keeper shall consider himself empowered, and he is required, at the cost of the Company, to take immediate steps, in the absence of the Superintendent, to repair the injury which has happened, or to prevent that which is apprehended. Of all expenses so incurred by him, for the benefit of the Company, he shall keep a fair account, a copy of which, he shall hand over to the Superintendent, as soon as his presence shall enable him to take charge of such repairs, the Superintendent shall repay to the Lock-keeper, the sums so expended. All such accounts shall be settled as soon as practicable, after they arise, and, at least, once in every month.

No Lock-keeper shall be entitled to receive his monthly pay, who shall have an unsettled account with the Company.

The District Lock-keepers shall be bound, if required, to provide by themselves, or their assistants, accommodation and subsistence, at a reasonable rate, not to exceed a given sum per week, for the Superintendent, and such hands or laborers as may be engaged in such repairs, or on any improvements upon, or alterations of the Canal.

Each Lock-keeper and Lock-keeper's assistant shall be furnished with 2 wheel-borrows, 3 shovels, a pick and a crow-bar, to be used in the improvement and repair of the Canal, whensoever required, and shall be held responsible for the good order and safe keeping of the same; and each District Lock-keeper, in his monthly return to the board, shall state the number and condition of the tools within his District.

In addition to his monthly pay, each District Lock-keeper shall be entitled to an enclosed lot, near his house.

Every Lock-keeper shall be at liberty, subject to the restraints and regulations of the existing laws, to accommodate the boatmen, and other travelers at his lock house, provided that under no circumstances whatever, shall any Lock-keeper, or his assistant, be allowed to sell or to supply on any terms, to any boatmen, traveler, or other person, any spirituous, or intoxicating liquor, or to allow the use or consumption of any such liquor within or upon his premises, unless particularly authorized so to do by the President and Directors of the Company; and for any violation of this rule, the offender shall be immediately discharged from the service of the Company.

In like manner any District or Assistant Lock-keeper, who shall at any time be found in a state of intoxication, shall be forthwith discharged.

Every District Lock-keeper, and his assistant, shall afford to the boatmen and all other persons navigating the canal, every aid and accommodation in his power, while he

duly enforces the regulations for the protection of the Canal and its works—he shall instruct the boatmen how to navigate the Canal, to the best advantage, and especially to what part of their boat they should attach their tow or tracking line; how to track it with most comfort to themselves, and especially the manner of entering and passing out of the locks, and the use of their bow and stern strapping or snubbing ropes.

Every District Lock-keeper having reason to suspect a boat or float to have increased her cargo subsequent to the date of her waybill, is authorized to call upon the owner, master, or other person having charge of said boat or float for a sight of his waybill, to compare with the actual cargo of such boat, and if any augmentation of such cargo shall appear to have been made, subsequently to the date of the permit or waybill, to endorse a notice hereof, on such waybill, for the information of the Collector, and the other Lock-keepers.

All boats or floats left by their owners, or such persons as may have had charge thereof, either sunk in the canal or loosely floating thereupon, and all floating logs, planks or branches of trees, as well as other nuisances within the Canal, the Lock-keeper of the district within which the same may be, shall promptly cause to be removed or abated.

Every District Lock-keeper is required to pay particular attention to the orders regulating the height of water in the several levels between the locks of his district; and the Lock-keepers of the eighth and ninth districts, may be required to receive their orders through the Lock-keepers of the seventh or of the tenth district; and in like manner those of the second, third, and fourth, through the Lock-keepers of the first or fifth district.

In all cases, where practicable, the various levels shall be regulated by the use of the wastes and feeders of the Canal, reserving the side culverts and paddle gates of the locks for their appropriate use – that of filling and emptying the locks when required by the passage of boats.

Each District Lock-keeper shall see that obvious and suitable marks, by description stones or boards, be kept up, above and below each lock, to denote where a boat approaching the same, shall slacken its speed or await its turn for entering the Lock, if other boats have a right to precede it.

No Lock-keeper is authorized to practice himself, or to countenance others, in resisting, by violence, except in self-defense, any outrageous or disorderly conduct on the canal, but he shall take, at the cost of the Company, prompt measures to suppress and punish the same, by the judicial tribunals having cognizance thereof.¹¹

When the canal was opened to navigation between Lock No. 5 and the Rock Creek Basin in September 1831, the board drew up a special set of rules for the keeper of Locks Nos. 1–4 as that position was crucial to the functioning of the waterway at its terminus. The duties of the Georgetown lock tender, in addition to the printed regulations for all lock keepers, were:

1. He was to have charge of Locks Nos. 1–4 and Tidelock A as well as supervisory responsibility for Lock District No. 1.
2. He was to hire two able-bodied assistants.
3. He was to “attend in Person” to his duty and was never to leave his district without permission from the president or board.

¹¹ *Ibid*, B, 314, 421–28.

James O'Reilly was appointed to fill this position, and he and his assistants were to receive an annual wage of \$500.¹²

From time to time additional duties were assigned to those lock tenders who were respected for their industriousness and consciousness, O'Reilly was authorized to undertake the duty of collecting tolls on boats which passed up the canal from Georgetown but did not use the Old Locks at Little Falls. The compensation for this job was \$100 per year.¹³

In March 1832, the lock keeper at Lock No. 5 was authorized to examine the waybill of every boat ascending through his lock to insure that the captain had paid all his tolls on his last descent to Georgetown. He was to receive \$50 per year for this additional work.¹⁴

As the canal extended westward, similar arrangements were made with the lock tenders at Harpers Ferry, Williamsport, and Hancock to act as toll collectors.¹⁵

From October 1834 to October 1837 the Georgetown lock keeper was assigned the additional duty of operating Tidelock B on the Washington Branch Canal for which job his salary was increased, to \$1,200 per year.¹⁶

Some lock tenders were made responsible for the operation of pivot bridges at their locks, one such case being the keeper at Lock No. 30 who received an additional monthly stipend of \$10 for his extra work.¹⁷

After the canal was completed to Cumberland in 1850, the directors approved new locks nearest to the guard or river locks were generally placed in charge of the operation of those structures along with an increased annual salary of \$50.¹⁸

Regulations to govern the administration of the waterway. The new rules, which went into effect on April 1, 1851, defined the duties of the lock keepers as follows:

LOCK KEEPERS

128. It shall be the duty of all lock keepers to make a daily and particular examination of the locks under their charge, and of any other works which they may be directed, by order of the General Superintendent or of the Superintendents of repairs on whose division they are, to attend to; and to prevent by all lawful means within their power, any injury to said locks or other works, from the carelessness of boatmen or from malicious or disorderly persons.

129. They shall use their utmost exertions to keep the said locks or other works in the best possible order, and in case of any accident or injury to them, or to the canal in the vicinity of their stations, requiring immediate attention, they shall take the necessary measures to remedy the same and to prevent further injury; and in the meantime to send the earliest intelligence thereof to the Superintendent of repairs on that part of the canal.

¹² *Ibid*, C, 5–6.

¹³ *Ibid*, C, 112–13.

¹⁴ *Ibid*, C, 113. As long as the canal had its terminus at Dam No. 2, the tender at Lock No. 23 also was designated as a toll collector.

¹⁵ *Ibid*, G, 149–50.

¹⁶ *Ibid*, D, 181. In Oct. 1837, the lock house at the tide lock was completed and John Hilton was appointed as its tender at a yearly wage of \$50. *Ibid*, E, 329.

¹⁷ *Ibid*, M, 102.

¹⁸ *Report to the Stockholders on the Completion of the Chesapeake & Ohio Canal to Cumberland* (Frederick, 1851), 139–40.

130. It shall be their duty, at all hours, by night as well as by day, unless otherwise ordered by the General Superintendent or Superintendent of repairs on that part of the canal, to pass all boats and floats presenting themselves at their locks, and entitled to pass the same under the regulations of the Company.

131. They shall not permit the boatmen to pass their boats or floats through any lock, except in the presence and under the direction of the keeper thereof or his assistant.

132. The lock keepers shall not absent themselves from their locks, on any occasion, without leave from the Superintendent of repairs on that part of the canal. They shall reside in the houses provided for them, at their respective stations; and shall be charged with the care and preservation of their respective houses and of the enclosures attached thereto; and also of any property of the Company that may be put in their keeping by the General Superintendent or the Superintendent of repairs on that part of the canal; and for any injury to the said house or enclosures or the said property, if occasioned by their neglect or carelessness, they shall be, respectively, liable.

133. Lock keepers, when repairs are making in the neighborhood of their locks, at points where, and at times when, there is difficulty in obtaining board and lodging for those persons employed upon such repairs, shall afford such accommodation, in the way of boarding and lodging, the whole or a part of the said persons, at fair and usual rates, as in the opinion of the Superintendent of repairs of that part of the canal, he can reasonably and with propriety be asked and required to afford.

134. Although, under these regulations, the lock keepers are, in many cases, authorized to impose fines; yet, except in cases of emergency, it is desired that they should forthwith report each violation of a regulation to the Superintendent of repairs on that part of the canal, with all the facts in the case, in order that the fine may be imposed by the said Superintendent; and that such other measures in relation to the said violation may be taken as in the judgment of the said Superintendent may be thought necessary.

135. All fines imposed by lock keepers shall be forthwith reported to the Superintendent of repairs on that part of the canal; and all moneys received by them for fines imposed by them shall be immediately paid over to the said Superintendent.

136. Any lock keeper who shall knowingly permit a boat or float to pass his lock or locks in violation of any provision of these regulations; or who shall himself neglect or refuse to comply promptly, with any one of such of these regulations as prescribes his duties, either towards the Company or those engaged in boating on the canal, shall be forthwith suspended from duty by the Superintendent of repairs on that part of the canal, on his becoming cognizant of the facts; and a report of the case shall be immediately made to the General Superintendent, by the said Superintendent, for his action thereon; and in the meantime the said Superintendent may appoint some person to fill, temporarily, the vacancy thus created.

137. Every lock keeper shall perform such other duties connected with the canal, as the General Superintendent may from time to time require of him.¹⁹

These regulations continued in effect with periodic slight modifications until the canal went into a receivership after the titanic flood of 1889.

The basic annual wages of the lock keepers remained generally unchanged from 1831 to 1853.²⁰

¹⁹ *By-Laws, Rules, and Regulations: In force on the Chesapeake & Ohio Canal, 1st April 1851* (Baltimore, 1894), 39–40.

On May 7 of the latter year, the board ordered that the tenders be paid annual salaries according to the following salary schedule beginning on June 1:

Locks Nos. 1-4	\$600
Lock No. 23	\$250
Lock No. 5	\$300
Lock No. 24	\$200
Lock No. 6	\$200
Lock No. 25	\$250
Lock No. 7	\$200
Lock No. 26	\$200
Lock No. 8	\$200
Lock No. 27	\$200
Locks Nos. 9-10	\$300
Lock No. 28	\$200
Lock No. 11	\$200
Lock No. 29	\$225
Lock No. 12-14	\$325
Lock No. 30	\$200
Lock No. 15	\$200
Lock No. 31	\$200
Lock No. 16	\$200
Lock No. 32	\$225
Locks Nos. 17-18	\$300
Lock No. 33	\$200
Locks Nos. 19-20	\$300
Lock No. 34	\$200
Lock No. 21	\$200
Lock No. 35	\$325
Lock No. 22	\$200
Lock No. 37	\$200
Lock No. 38	\$250
Lock No. 57	\$200
Lock No. 39	\$200
Lock No. 58	\$200
Lock No. 40	\$200
Lock No. 59	\$200
Guard Lock No. 4	\$200
Lock No. 60	\$200
Locks Nos. 41-42	\$300
Lock No. 61	\$200
Lock No. 43	\$200
Lock No. 62	\$200
Lock No. 44	\$200

²⁰ During this period, the average annual wages for a skilled factory worker in the North (based on a 7-day week of 12-14 hour days) ranged between \$200 to \$500. Unskilled workers, women, and children received annual wages ranging from \$50 to \$300. When compared with these figures, the majority of the lock tenders received annual wages that put them in the middle of the unskilled working class. T. Harry Williams, Richard N. Current, and Frank Freidel, *A History of the United States to 1877* (3rd ed., New York, 1969), 464-65.

Lock No. 63 1/3-66	\$400
Guard Lock No. 5	\$200
Lock No. 67	\$200
Locks Nos. 45-46	\$300
Lock No. 68	\$200
Locks Nos. 47-50	\$400
Locks Nos. 69-71	\$400
Locks Nos. 51-52	\$300
Lock No. 72	\$200
Lock No. 53	\$200
Locks Nos. 73-74	\$275
Locks Nos. 54-55 and Guard Lock No. 6	\$300
Guard Lock No. 8	\$250
Lock No. 56	\$200 ²¹

From May 1853 to September 1859 when another general pay increase went into effect there were a few modifications in the salaries of some lock tenders that were the result of special circumstances. In reply to a complaint from Samuel Morany, the tender of Locks Nos. 47-50, that his pay was too low to employ an assistant, the board agreed in January 1855 to increase his yearly stipend to \$500.²²

In May 1855 the directors granted John Shelly, the tender at Lock No. 70, a yearly wage increase to \$225 because the company owned no ground at the lock house on which he could plant a garden.²³

As the canal trade had increased to the point that the keeper at Lock Nos. 63 1/3, 64 2/3, and 66 needed to hire additional assistance, the directors in September 1855 allowed him a monthly increase of up to \$20 at the discretion of the Superintendent of the Cumberland Division.²⁴

For undetermined reasons, the annual salaries of the keepers at Lock No. 12 and at locks nos. 13-14 were raised drastically in October 1860 to \$300 and \$400 respectively.²⁵

During the next decade the pay of the lock keepers rose rapidly. On May 1, 1864, another salary increase went into effect as follows:

Locks 6-62, 67-72, 75	\$5 per month
Locks 63 1/3, 64 2/3, 66	\$600 per year
Locks 73 and 74	\$500 per year
Guard Lock 8	\$400 per year ²⁶

The following month the tender of Lock No. 5 and Guard Lock No. 1 was given a \$60 per year raise.²⁷

²¹ Iron to Lambie, May 7, 1853, Ltrs. Sent, C & O Co.

²² *Proceedings of the President and Board of Directors*, I, 140.

²³ *Ibid*, I, 169.

²⁴ *Ibid*, I, 446.

²⁵ *Ibid*, K, 131.

²⁶ *Ibid*, K, 383.

²⁷ *Ibid*, K, 390

As of June 1, 1865, the pay of the keepers at Locks Nos. 9-10, 13-14, 17-18, and 19-20 was increased to \$50 per month.²⁸

In August 1865 this rate increase was extended to all tenders of two locks along the canal.²⁹

The final general pay increase of which there is any record took effect on May 1, 1870, when the pay of all tenders of single locks was raised to \$50 per month and that of all keepers of two locks was increased to \$75 per month. Along with this last pay increase the board passed a resolution requiring each single lock keeper to hire one assistant and each double lock tender to employ two assistants.³⁰

C. FAMILY AND SEXUAL ROLES

The canal company never set down written criteria for the qualifications of lock keepers. However a cursory review of the company records indicates that the directors preferred married men with large families. It was presumed that married men would provide more responsible service along the numerous isolated stretches of the canal than would those who were single. Large families were favored both because of their stabilizing tendencies and because they provided more hands to do the work. A large number of children was also an advantage to those lock keepers who were responsible for more than one lock, because their older offspring could be put to work operating the locks, thus relieving the tender of the need to hire an assistant.³¹

At times women held the position of lock keeper but these generally were the widows of the original tender. In March 1835 the board decided that all women lock keepers would be discharged after May 1, in the interest of more efficient operation.³²

The employment of women violated the general social mores of that era, but even more important, the physical strength and endurance necessary to operate a lock was thought to be better suited to men.

There were a number of exceptions made to the ruling, which banned female lock tenders, as a number of women served in this capacity during the operation of the canal. In response to an entreaty from Mary Ross to be continued as the tender of Locks Nos. 12-14, the board voted in March 1835 to suspend its order in her case.³³ The following month the directors agreed to keep Elizabeth Burgess as the tender of Lock No. 11, provided that she hires a capable assistant.³⁴

On the death of her husband in September, Mrs. Eliza Page was appointed temporarily as the registrar and lock keeper at Rushville. When she refused to act any longer as the registrar or lock-keeper in October the board voted to abolish the office of registrar at that place and to employ a lock tender on a temporary basis.³⁵

The unpleasant experience with Mrs. Page caused the board that same month to reissue its order banning the employment of women as lock keepers after March 1, 1836.³⁶

²⁸ *Ibid*, K, 426-27.

²⁹ *Ibid*, K, 438, and Ringgold to Masters, Aug. 15, 1870, Ltrs. Sent, C & O Co.

³⁰ *Ibid*, L, 314-15. This salary increase did not apply to the tenders of the Georgetown locks or the Cumberland Lock.

³¹ Sanderlin, *The Great National Project*, p, 185.

³² *Proceedings of the President and Board of Directors*, D, 264.

³³ *Ibid*, D, 267.

³⁴ *Ibid*, D, 273.

³⁵ *Ibid*, D, 401, 416.

³⁶ *Ibid*, D, 421.

Despite the new directive the board continued to make exceptions based on the circumstances of each case. On March 30, 1836, it was determined to continue the employment of Mrs. Susan Cross as the tender of Lock No. 21 “until the 1st day of May, and no longer.”³⁷

One of the most interesting cases in which a woman was appointed as a lock tender occurred in December 1842 after the drowning of James O’Reilly, the highly-respected keeper of the Georgetown locks since 1831. On the morning of December 14 O’Reilly’s body was found in the opening of the culvert gate of Lock No. 3, presumably having fallen into the canal while turning the crank about 7 O’clock A.M. John Y. Young, the division superintendent, immediately hired Philip Gormly, who lived near Lock No. 4, as a temporary replacement. O’Reilly’s assistants and his oldest son were continued as aides to Gormly.³⁸

That same day Clement Cox, an influential Georgetown resident, informed the board that O’Reilly had left a large family of females and small children. His oldest son, James, Jr., however was 25 to 30 years old, well educated, and “entirely exemplary in his habits.” Although the young man had been known formerly as a wild brawler, he had served as secretary of the Temperance Society of his church for nearly three years. As he would now be the sole bread-winner for the family, Cox urged that he be given the lock keeper’s job.³⁹

The board also received a petition signed by 21 boat owners and captains and Georgetown citizens recommending O’Reilly’s widow as the lock tender. In the opinion of the signers of the memorial, such an act would be a fitting tribute to “a most worthy citizen and honest man.” With the aid of her eldest son, the petitioners were convinced that Mrs. O’Reilly would render credible service to the company.⁴⁰

Accordingly, the board appointed Mrs. O’Reilly as her husband’s successor on December 20.⁴¹

There were other exceptions to the ruling against the employment of female lock tenders in the following years. In April 1844 Mrs. James Davis was appointed to succeed her deceased husband as the keeper at Lock No. 28.⁴²

Four years later in April 1846 the board was notified that Asa Farman, the keeper of Locks Nos. 12-14, had died, leaving a widow and six children. Although Rebecca Farman continued to operate the locks with the aid of a brother and two of her sons, the board felt that she could not handle three locks. Accordingly, she was transferred to Lock No. 15, and Hezekiah Metts, the operator of that lock replaced her as he had “sufficient assistants.”⁴³

In 1848 Mary A. Brewer took over as tender of Lock No. 16 for her deceased husband Thomas. That same year Sarah Conner replaced her late husband Hugh as keeper of Lock No. 53, a post which he had held since April 1839 when the canal between Dams Nos. 5-6 was opened to navigation.⁴⁴

In 1850 there were two female lock tenders listed on the canal company payroll. Lucy A. Metts, the widow of Frederick Metts, operated Lock No. 5 and Guard Gate No. 1 until March 10,

³⁷ *Ibid*, E, 36.

³⁸ Young to President and Directors, Dec. 14, 1842, and Cox to Ingle, Dec. 15, 1842, Ltrs. Recd, C & O Co.

³⁹ Cox to President and Directors, Dec. 14, 1842, Ltrs. Recd., C & O Co.

⁴⁰ Petition to President and Directors of the Chesapeake & Ohio Canal Company, Dec. 18, 1842, Ltrs. Recd., C & O Co.

⁴¹ *Proceedings of the President and Board of Directors*, F, 512.

⁴² *Ibid*, G, 146

⁴³ Elgin to Coale, Mar. 5, 1846, Ltrs. Recd., C & O Co., and *Proceedings of the President and Board of Directors*, G, 397-98.

⁴⁴ *Twentieth Annual Report* (1848), C & O Co., Appendix E, 26-27.

at which time she was transferred to Lock No. 16 for the remainder of the year. Sarah Connor was still at her post at Lock No. 53.⁴⁵

Company records indicate that at least five women served as lock tenders during the 1860s and the 1870s. After a change in the canal's administration in June 1860, the new board replaced all of the waterway's lock keepers. Two of the new appointees were Mrs. Adeleade Hill at Lock No. 12 and Mrs. Egan at Lock No. 60.⁴⁶

In November 1864 it was reported that John Rench, the keeper of Lock No. 30, had died and that George Hardy, the tender of Locks Nos. 35 and 36, had been drafted into the Union Army. In both cases, the women and children remained to attend the locks.⁴⁷

On the death of G. W. Case, the lock keeper at Great Falls, the board appointed his widow to succeed him in August 1872.⁴⁸

D. PERFORMANCE RECORD

Despite the precautions taken by the board in selecting the lock tenders, a cursory review of the company records reveals that many of the lock men were undisciplined and irresponsible. Although most were conscientious in their work, many were dismissed for drunkenness, neglect of duty, and absence without notice or without providing a substitute. Frequent complaints were made about the sale of liquor by lock keepers to boatmen and workers, and the disorderly results of this practice.

The formulation of detailed regulations and the organization of canal employees with assigned duties did not insure the orderly operation of the work. On the contrary, every conceivable abuse was reported at one time or another. Canal property was misused, tools were lost or stolen, repair materials were damaged or stolen, and the towpath and aqueducts used as a wagon roads and bridle paths. Repeated directions to the lock keepers to enforce the rules strictly indicate a laxness or indifference on the part of the tenders and boatmen alike.⁴⁹

There were general complaints about the performance of the lock tenders almost from the first day of navigation. In May 1831 an article appeared in the *National Intelligencer* describing an excursion to Great Falls on a packet boat. The reports noted that the "hands at some of the locks are not as dexterous in the management of them perhaps as longer practice will make them." Thus, the passenger who was "not on his guard may chance [to] get a jolt or two."⁵⁰

By the spring of 1832, the directors had become alarmed by the numerous reports of the irresponsibility and negligence of the lock tenders. On March 24 they ordered the Superintendent to interview each lock tender "to ascertain them that are acquainted with the extent of their respective districts and the various duties required of them." He was to report to President Mercer "the name of every lock keeper, whom he shall find, upon examination, to be ignorant of his duty or in any way negligent or remiss in its performance." Furthermore, the directors ordered him to "especially instruct" the lock tenders to make daily or weekly inspections of the embankments on both sides of the canal, within their respective districts in order to ascertain whether any leak exists or is threatened in any part thereof; whether any musk rats have made lodgments therein, and if any, the entrance of habitations...to pass thro' the several viaducts or culverts of the canal

⁴⁵ *Report to the Stockholders on the Completion of the Chesapeake & Ohio Canal to Cumberland*, 139-40.

⁴⁶ *Proceedings of the President and Board of Directors*, K, 192-93.

⁴⁷ *Ibid*, K, 405.

⁴⁸ *Ibid*, M, 49.

⁴⁹ Sanderlin, *The Great National Project*, 185-186.

⁵⁰ *Washington National Intelligencer*, quoted in Niles' Register, XL (May 21, 1831), 206.

within their district...or...by looking thro' the same, whether any leak exists thereon, and that, where any such leaks are discovered, they be promptly stopped or effectual measures be taken to prevent their enlargement.⁵¹

After several locks had been damaged in the spring of 1833 as a direct result of the negligence of the lock tenders, the board took further action to impress those individuals with the importance of enforcing the company's regulations. In June the directors determined that each of the lock keepers be "distinctly informed" that they would henceforth.

be held responsible for any damage done his lock, by violently entering the same, or using iron pointed poles, while in the same, unless in each case of injury he report the number and description of the boat, by which such injury is occasioned; and when practicable, the name or names of the person or persons, having the same in charge, to the Collector in Georgetown, before the boat shall have returned thro' his lock. In like manner, he shall be held responsible for any injury done, by any boat to the gates, or pointing or projecting stone of his lock: and the cost of repairing such injury, shall in each case, be deducted from his next month's wages.

The directors put "teeth" into this directive by requiring that the superintendent would henceforth certify that the locks were in "good order" each month before the lock tenders were paid.⁵²

Throughout the years of the canal's operation, the board frequently had to direct the lock tenders to enforce the rules of the company, often with the threat of dismissal if they refused to cooperate. In June 1833 the lock tenders were ordered to prevent any sharp-pointed scow from entering the canal after July 1 – this despite the fact that such a regulation had been in effect for nearly two years.⁵³

The following month the directors were notified that there was "a regular travel of all kinds of carriages on the towing path" and also "crossing on the coping of the Monocacy Aqueduct," both of which were violation of company regulations resulting in part from the laxness of the lock keepers and in part from the antagonistic attitudes of the local residents.⁵⁴

An accident at Lock No. 44, in which \$60 worth of flour was lost through the negligence of the lock tenders led to an edict in June 1836 which stipulated that the tenders would be held responsible for all damages to boat cargoes which resulted from their "neglect of duty".⁵⁵

In December 1837 the president of the Frederick and Harper's Ferry Road Company complained to the canal board that persons traveling on the turnpike were avoiding tolls by crossing the pivot bridge at Lock No. 31 and using the towpath for the distance between the lock and Harpers Ferry. Anxious to cooperate with the road company as well as to protect its works, the lock keeper was ordered to enforce the company rules and to prohibit persons from crossing the

⁵¹ *Proceedings of the President and Board of Directors*, C, 111. As an inducement for the lock tenders to rid the canal of the muskrat problem, the board ordered the superintendent to pay a bounty of 25 cents for every such animal, which was killed on the canal, in its embankments, or in the riverside of the waterway.

⁵² *Ibid*, C, 368–69.

⁵³ *Ibid*, C, 392.

⁵⁴ Elgin to Directors, July 10, 1833, Ltrs. Recd., C & O Co. Within two weeks, the board ordered that posts be placed on the towpath to prevent carriages from using the aqueduct. *Proceedings of the President and Board of Directors*, C, 401. A similar problem occurred in September 1841 when Thomas Dawson of Montgomery County continued to use the towpath as a road for his carts and wagons. Elgin to Directors, Sept. 15, 1841, Ltrs. Recd., C & O Co.

⁵⁵ *Proceedings of the President and Board of Directors*, E, 69.

bridge unless they were on canal business or were passing to or from Caspar Wever's Mill for whose immediate use the bridge had been constructed.⁵⁶

When the board received word that many lock keepers and toll collectors were permitting boats to pass through their locks without certifying the manifests of their cargoes, it notified those individuals at Georgetown, Williamsport, and Hancock in April 1844 that such future violations would be grounds for dismissal.⁵⁷

Frequent complaints that some of the lock tenders were refusing to pass boats through the locks at night aroused an angry board in February 1848 to order all the lock tenders to be responsible for such operations 24 hours a day.⁵⁸

Aside from specific orders and threats of dismissal for the irresponsible performance of the lock tenders, the board attempted several other solutions to upgrade the services rendered by those individuals. In January 1843 a form of agreement delineating the duties of the lock keeper and the prerogatives of the company to dismiss him for non-performance was drawn up by President James M. Coale and adopted by the board for use in all future employment matters.⁵⁹

On at least two occasions – August 15, 1849, and October 12, 1866 the board acted to increase the responsibility of the division superintendents by authorizing them to dismiss and replace any lock-keeper on their divisions for reasons of misconduct or negligence, providing that the directors were informed at their next meeting.⁶⁰

This approach was used since the board was far removed from the waterway and incidents reported to it at its monthly meetings were often investigated long after their occurrence, thus allowing the tenders to carry out a “cover-up” of their alleged misdeeds and thereby encouraging a lack of respect for the enforcement powers of the superintendents.⁶¹

At other times, the superintendents were directed to report any lock keeper who was not performing his duties.⁶²

E. DRUNKENNESS

Drunkenness among the lock tenders proved to be continuing problem for the board. One of the most notorious cases in which a lock tender was dismissed for drunkenness occurred in 1844. In April Ebenezer Steel, the owner of a warehouse near Locks Nos. 45–46, informed the board that John Herbert, the keeper of those locks, was drinking heavily. Herbert, who was an old man with a large family, countered these charges by arguing that Steel merely wanted his assistant, who had little to do other than receive periodic shipments of grain and flour, to be lock keeper so that he would not have to pay him wages. Moreover, Steel often did not provide a full statement of his shipments, and he could get away with even more dishonesty if Herbert was out of the way.⁶³

⁵⁶ *Ibid*, E, 345; Thomas to Thomas, Dec. 15, 1837, Ltrs. Recd., C & O Co.; and Ingle to Elgin, Dec. 20, 1837, Ltrs. Sent, C & O Co.

⁵⁷ *Proceedings of the President and Board of Directors*, G, 150.

⁵⁸ *Ibid*, H, 144–45.

⁵⁹ *Ibid*, G, 2.

⁶⁰ *Ibid*, H, 288, K, 520.

⁶¹ *Proceedings of Stockholders*, C, 592–94.

⁶² *Circular to Superintendents*, William R. Hutton, 1870, Ltrs. Recd., C & O Co.

⁶³ Herbert to President and Directors, April 10, 1844, Ltrs. Recd., C & O Co.

Later, a petition signed by 19 residents in the vicinity of the two locks was submitted to the board. Among other things, the petitioners noted that Herbert was an “attentive” and “faithful” lock tender who deserved to be keep on the job.⁶⁴

Following a short investigation of the case, Chief Engineer Charles B. Fisk recommended that Herbert be continued as lock tender and the board accepted the proposal.⁶⁵

Fresh charges of heavy drinking were again leveled against Herbert in August 1844. It was reported that he had left the locks under the charge of his son-in-law during a drunken spree in the middle of the month. After a similar report in November, the directors removed him from the payroll as of December 1 and selected Henry Harsh as his replacement.⁶⁶

There were other dismissals for drunkenness. In November 1844 it was reported that William H. Henderson, the keeper at Locks Nos. 17 and 18, was “intemperate in his habits, and guilty of neglect of duty.” Among other complaints against him were charges that he was living alone, employing no assistants, and remaining absent from duty for days on end. Hence he was removed from his job as of December 1 and replaced by Horace Benton.⁶⁷

In March 1846 the board was informed that Robert C. Fields, the tender at Lock No. 21, had kept his level “very irregular at times, putting boats aground, while he (was) absent on his drunken frolics without permission of the Superintendent.”⁶⁸

Accordingly, he was fired as of May 1 and replaced by Samuel M. Fisher.⁶⁹

F. NEGLECT OF DUTY

There are numerous instances where lock tenders were either warned or dismissed. One of the most serious incidents to occur as the result of a lock-tender’s drunken behavior occurred on September 11, 1875, at Lock No. 22. Arriving late one night, the *Excelsior*, owned by Richard A. Moore, commenced locking operation with the aid of the tender. As the keeper was so drunk that he could “not act straight,” he failed to heed the warnings of the boat’s steersman and opened the lower gate paddles before the boat was in place. Hence the boat struck the mitre sill, broke apart, and sank with its 113-ton coal cargo. As a result, Moore collected more than \$1,300 in damages and the unnamed lock man was dismissed.⁷⁰

For neglecting their duties. In August 1837 Phinas Janney, one of the canal’s directors, reported that recently he had crossed over the Potomac River from Shepherdstown to descend the canal. Although he had notified the keeper of the river lock of his approach, the tender did not arrive at the lock until the boatmen had locked the vessel through it and were ready to descend the canal. From other sources there appear to have been numerous instances where the tender had arrived at the lock too late to be of any service.⁷¹

⁶⁴ Petition to President and Directors, April 15, 1844, Ltrs. Recd., C & O Co.

⁶⁵ *Proceedings of the President and Board of Directors*, G, 146.

⁶⁶ *Ibid*, G, 209-210, and Stone to Coale, Aug. 29, 1844, Ltrs. Recd., C & O Co.

⁶⁷ *Proceedings of the President and Board of Directors* G, 210. Henderson refused to leave the lock house, claiming that the structure had not been built on company-owned land. Instead, he asserted that the company had taken improperly some vacant land in 1834 and constructed the residence. Thus, a special order from the board was necessary to force him to vacate the premises. Young to President and Directors, Dec. 10, 1842, Ltrs. Recd., C & O Co.

⁶⁸ Elgin to Coale, Mar. 5, 1846, Ltrs. Recd., C&O Co.

⁶⁹ *Proceedings of the President and Board of Directors*, G, 397.

⁷⁰ Petition and Affidavit of Richard A. Moore to the President and Directors of the Chesapeake & Ohio Canal Company, Jan. 12, 1876, Ltrs. Recd., C & O Co.

⁷¹ Ingle to Rodgers, Aug. 30, 1837, Ltrs. Sent, C & O Co.

The board received word in October 1842 that the keeper of the Georgetown locks was providing adequate service at Locks Nos. 1–4 but was giving scant attention to the Tidelock. It was recommended that a lock house be built near the Rock Creek Basin Dam and that the Georgetown lock tender be relieved of that responsibility along with a cut in his \$600 annual salary. The proposal was rejected, and the directors ordered the tender to give “more efficient and prompt attention to the Tidelock.”⁷²

On several occasions, there were reports that the lock tender’s [performance] of their duties resulted in breaches and high-water problems. In April 1834 the directors were notified that several lock keepers had failed to inspect their districts for some time; thus, a breach had developed in the canal banks near Harpers Ferry.⁷³

From the fall of 1860 to the spring of 1862 there were seven periods of high water on the Potomac, each of which caused flooding below Dam No. 4. In each case, it was reported the keeper who was responsible for putting the planks in the stop lock at that location either had failed to do so or had done so in an improper manner thus allowing the water to knock them out.⁷⁴

In March 1877 the directors received word that there was a breach between Locks Nos. 10 and 11 which had been caused by the lock tender’s poor method of repairing an earlier leak. There was also a break at the tumbling waste on the Four Mile Level, which the tender had failed to report since the previous autumn.⁷⁵

G. ABANDONMENT OF LOCKS

Some lock tenders simply left their locks unattended without notice to the company when they took other employment or when they had serious disagreements with canal officials. In June 1848 Superintendent William S. Elgin appointed John H. Boozell to be the keeper of Lock No. 25 and the Edward’s Ferry River Lock, subject to the confirmation of the board. He had taken this action, according to his report to the directors, because Asa Aud, the former tender, “had gone off.” The board quickly approved the action.⁷⁶

Later in April 1863 Samuel Smart was appointed to replace the tender at Locks Nos. 1–4 who had left his job, and in June 1874 John W. Mimmis was given the job of C. Shanks who had “quit” as the keeper of Lock No. 12.⁷⁷

When some of the tenders of double locks were unsuccessful in their bid to secure a larger salary advance than that granted to the single lock keepers, S. C. Rogers abandoned Locks Nos. 45–46 in protest in May 1864 and was replaced by Obadiah Barger.⁷⁸

H. ABSENCE FROM LOCK WITHOUT PROVIDING AN ADEQUATE SUBSTITUTE

For a long period of time, many of the lock tenders took advantage of their isolated locations by leaving their locks in charge of unqualified substitutes while they attended to personal business.

⁷² *Proceedings of the President and Board of Directors*, H, 555–56.

⁷³ *Ibid*, D, 80–81.

⁷⁴ Embrey and Son to Dellinger, Apr. 26, 1862, Ltrs. Recd., C & O Co.

⁷⁵ Latchford to Gorman, Mar. 24, 1877, Ltrs., Recd., C & O Co.

⁷⁶ *Ibid*, H, 178–79, and Elgin to Board of Directors, Ltrs. Recd., C & O Co.

⁷⁷ *Proceedings of the President and Board of Directors* K, 322–24, and Maus to Gorman, June 2, 1874, Ltrs. Recd., C & O Co.

⁷⁸ *Proceedings of the President and Board of Directors*, K, 384.

Five such cases were reported in August 1844 alone. In that month the directors were informed that John Herbert, the tender of Locks Nos. 45-46 who was later fired for drunkenness, had left his locks for two days in the charge of Joseph Duke, his son-in-law who lived in the lock house with him. Joseph Hollman, the keeper at Lock No. 44, had never attended his lock in person, leaving the job to his employees at his sawmill in Williamsport. On one day of that month even these men had been absent with the lock left in the hands of one of the men's wives. Isaac Dodd had left Lock No. 43 in charge of his young son for one day. That same day Henry Boyd had left his locks to be operated by his wife's sister. Levi R. Shaw also had left an inadequate substitute at guard Lock No. 4 for one day.⁷⁹

Following the recitation of the information and similar reports from other superintendents on the line, the board determined to put a stop to the growing problems arising from the lock keepers' chronic absences from their duties. On December 20, 1844, the directors issued a new order prohibiting any employee from leaving the portion of the canal under his charge for any reason without the prior consent of the division superintendent. The superintendents were to report any infractions immediately and stern disciplinary action was promised for offenders.⁸⁰

Apparently, this order was effective in solving the problem, because no reports of similar abuses were found in the company records for nearly twenty years.

In fact, only two other cases of chronic absence without approved substitutes were found in a cursory survey of the company papers. In November 1864 Obadiah Barger, a long-time canal employee, complained that he had been removed two months earlier as tender of Locks Nos. 45-46 without just cause, and that Susan Newcomer, who had been appointed to replace him, never had appeared at the locks. Instead she had hired a young person to operate the locks without notifying the division superintendent. When the directors heard that Mrs. Newcomer had delegated her authority in violation of the company regulations, she was dismissed from the payroll and Barger was reinstated to his job.⁸¹

An interesting case occurred in September 1876 when John T. Hill, who had worked for the company for ten years, was dismissed from his duty as the tender at Lock No. 16. Although he had a good employment record, Hill left the lock in the charge of his assistant every afternoon when he went to get his cow for milking. When he was discharged, Hill had nine friends sign a petition to the directors vouching for his orderly character, his membership in the Sons of Temperance, and his responsible care of the lock. The latter point was buttressed by the fact that the same lock gates had been in place for eleven years.⁸²

There was no indication in the company records as to whether the board took any action on the petition.

I. SALE OF INTOXICATING BEVERAGES BY LOCK KEEPERS.

Soon after navigation on the canal commences in the fall of 1830 the board considered a ban prohibiting the lock keepers from selling intoxicating beverages. Such a ban was first issued June 10, 1831, and the following month on July 16 it was incorporated into the formal company regulations.⁸³

⁷⁹ Stone to Coale, Aug. 29, 1844, Ltrs. Recd., C & O Co.

⁸⁰ *Proceedings of the President and Board of Directors*, G, 219.

⁸¹ *Ibid*, K, 405-06, and Barger to Brengle, Spetes, and Watson (three letters), Nov. 4, 1864, Ltrs. Recd., C & O Co.

⁸² Prettyman to Gorman, Sept. 11, 1876, Ltrs. Recd., C & O Co.

⁸³ *Proceedings of the Stockholders*, A, 182, and *Proceedings of the President and Board of Directors*, B, 410-19.

Two exceptions were made in this ruling when the lock keepers at Crommelin and Rushville were permitted to establish taverns, but, otherwise, an attempt was made to enforce the prohibition along the line. There were numerous complaints of violations by the lock tenders, one of the most notorious being A. S. Adams at Lock No. 33.⁸⁴

The board experienced little success in its efforts to prohibit the illicit liquor trade. After numerous reports of disorderly conduct near Great Falls and Rushville that were the result of drinking at the lock houses at those two locations the board in November 1844 revoked the privileges that it had granted the lock tenders effective May 1, 1845.⁸⁵

Soon, however appeals by the boatmen and local people pressured the directors into reversing their stand and allow the sale of liquor at those locations.

The existence of grog shops in many of the lock houses continued to be a nuisance to the efficient operation of the canal. In May 1848 J. F. Lewis complained to the board that one of his boats had been damaged and its cargo of flour partially destroyed at Lock No. 26 because of the carelessness of James Fitch, the lock tender, and his assistant. When the matter was investigated, it was found that the captain of the boat had been drinking when he arrived at the lock, and upon being informed that Fitch was repairing a break on the level below the lock, he had gone into the lock house to purchase more liquor. At midnight the boat, which had been left untied near the canal banks, was found sinking to the bottom of the waterway and the flour floating on the surface of the water. The boat captain, who was drunk by this time, solicited the aid of the assistant lock keeper to recover some of the flour. With the aid of several other boatmen the assistant recovered what flour he could. For his services, the assistant agreed to accept three barrels of flour, and the lock tender took one barrel of fine flour in payment for the captain's beverage bill.⁸⁶

The board received the full report on this incident on June 5. At the same time, it was represented to the directors that many of the boatmen and company hands were getting drunk while on the job because of the numerous grog shops in the lock houses. Accordingly, the board determined to prohibit "the sale, barter or disposal of intoxicating liquors at any of the lock houses" with the exception of "the tavern stands at Rushville & Crommelin." The order was to be enforced by the division superintendents.⁸⁷

The following year the board took steps to eliminate the sale of liquor at the Crommelin and Rushville taverns. In September the directors voted to discontinue the rental of these two structures as taverns and to use them only as lock houses for tenders at Locks Nos. 19–20 and Lock No. 23 and Guard Lock No. 2 respectively. Since the living accommodations at both places were superior to other lock houses, it was determined to pay each tender \$100 per year. Henceforth the sale of liquor was to be prohibited at both locations after July 1, 1850.⁸⁸

Both of the lock keepers at Crommelin and Rushville appealed the decision to cut their wages to \$100, claiming that the closing of their taverns had hurt them financially.⁸⁹

In response, the board raised their annual salaries to the level of \$200 that was the standard for all tenders of two locks.⁹⁰

The board continued adamant in its stand against the sale of liquor along the line of the canal. In 1858 Henry Busey, the tender at Locks Nos. 19–20, was permitted to reestablish a hotel

⁸⁴ *Proceedings of the President and Board of Directors*, E, 69.

⁸⁵ *Ibid*, G, 210–11.

⁸⁶ Elgin to Coale, May 6, 1848, Ltrs. Recd., C&O Co.

⁸⁷ *Proceedings of the President and Board of Directors*, H, 319.

⁸⁸ *Ibid*, H, 296–97.

⁸⁹ *Ibid*, H, 322–443.

⁹⁰ Coale to Collins, May 31, 1850, and Ringgold to Lambre, July 1, 1851, Ltrs. Sent, C & O Co.

or “ordinary” at Crommelin House for the accommodation of visitors to the “Great Falls” provided that no alcoholic beverages were served. George W. Case, the keeper of the locks at Great Falls from 1858 to 1872, was allowed the privilege of continuing to operate the hotel under the same conditions.⁹¹

J. REPUTABLE LOCK KEEPERS

While many of the lock tenders were undisciplined and indifferent to their jobs, there were some whose abilities and devotion to their duties was recognized and rewarded. The case of James O'Reilly, the keeper of Locks Nos. 1–4 and Tidelock A from 1831 to 1842 has been mentioned already. His reputation for honesty and integrity was so well documented that he was appointed by the board to serve as collector in Georgetown in 1834. In return, the directors rented two of the company buildings in that town to him, one of which was to serve as his office.⁹²

Another man with similar credentials was William S. Elgin who served as the tender of Lock No. 33 and the Shenandoah River Lock and as Collector at Harpers Ferry throughout the 1840s and early 1850s.⁹³

Some lock tenders were promoted to positions as division superintendents in recognition of their responsible contribution to the operation of the canal. Along these individuals were the aforementioned Elgin and John Y. Young, who served the company throughout the 1830s and 1840s as a lock tender and superintendent of the Georgetown Division. One of the most respected superintendents of that division in the 1840s was John Lambie, who began his employment with the company as the tender at Locks Nos. 9–10 on May 1, 1847. Three superintendents whose service to the company extended into the 1870s received their initial canal experience as lock keepers: A. K. Stake at Locks Nos. 41–42 from April 1, 1847, to July 1, 1848; Lewis G. Stanhope at the same locks from July 1, 1848, into the early 1850s; and Overton G. Lowe, the first individual to be assigned to Lock No. 56 when the waterway was opened to Cumberland in October 1850.⁹⁴

There were other events throughout the canal operating history that indicated a large degree of reliability on the part of most of the lock tenders. During the spring and summer of 1841 when the company finances were desperately low, the keepers and other officers either were not paid for months or received their pay in depreciated scrip, which had a reduced value of nearly 50 percent.⁹⁵

Despite the fact that they were not paid for months, there is no indication that many of the tenders left the line during this period. A similar set of events occurred in the fall of 1859 when the tenders and canal laborers went unpaid for some months. In December of that year, those individuals were reported to be “in a very destitute state for want of the pay due to them, and were unable to procure necessary supplies for their families.” Again there were no reports that any of the lock tenders left their locks. To forestall such an occurrence, the board, determined to pay the tenders and laborers with “certificates of indebtedness.”⁹⁶

The lock tenders demonstrated their loyalty to the canal company under similar circumstances during the waning years of the independent existence of the waterway. Following the

⁹¹ Hening et al to President and Directors, Mar. 1, 1858, Ltrs. Recd., C & O Co., and *Proceedings of the President and Board of Directors*, K, 28–29, 352.

⁹² O'Reilly to Ingle, Apr. 23, 1834, Ltrs. Recd., C & O Co., and *Proceedings of the President and Board of Directors*, D, 228, F, 412.

⁹³ *Report to the Stockholders on the Completion of the Canal to Cumberland*, 139–140.

⁹⁴ *Ibid.*,

⁹⁵ *Proceedings of the Stockholders*, B, 486.

⁹⁶ *Proceedings of the President and Board of Directors*, K, 147–48.

heavy flood in November 1877, all the company officers, toll collectors, and lock keepers, who were not involved in the repair work, were removed from the company payroll so “that expenditures were restricted to the actual cost of repairs and office expenses.” A significant number of locks men joined the repair crews as common laborers, thus expediting the restoration of the waterway.⁹⁷

As the canal trade continued to decline during the 1880s, the canal company took various steps to cut its operating expenses. During the winter of 1883–84 the pay of the lock tenders was reduced by 50 percent.⁹⁸

In June 1885 it was reported that most of the tenders were waiting patiently for their overdue wages. Only a few keepers in Washington County had presented problems to the directors because their wages had not been paid for some months.⁹⁹

In 1889 just prior to the major flood in late May the company reported again that the tenders as a whole were faithfully carrying out their duties although they had not been paid for sometime.¹⁰⁰

K. THE LOCK HOUSES: 1828-1850

Two general specifications were drawn up by company engineers for the construction of the lock houses. According to the 1828 specifications for the lock houses, the structures were to be of stone, having dimensions of 30 feet by 18 feet. There was to be an earthen-floored cellar beneath the kitchen six feet in the clear with 22-inch thick walls. The principal story of the house was to be two feet above ground surface with 20-inch thick walls. That part not over the cellar was to have a stone footing all around of six more inches. The space between the ground and the bottom floor was to have three 9-inch by 4-inch slits to be covered over with perforated iron or copper plates. The ceiling was to be eight feet above the floor. The attic story was to have 18-inch thick walls, which were to rise three feet between the top of the floor and the square. The peak of the roof was to be six feet above the side walls. The stone work was to be laid in clay mortar with the exception of three inches on the outside of the walls above the ground surface and the inside of the cellar which was to be laid in lime mortar.

The chimney was to be built in the center of the house and to have a stone foundation while the stalk could be built of stone or bricks. There was to be a fireplace in each of the lower rooms. The outside doors were to have stone sills and steps, while the window sills could be either of stone or of painted and sanded locust timber. All the door and window lintels were to be of stone.

The floors of the lock houses were to be of 1 1/4 inch heart pine that did not exceed six inches in width. The front door was to have a stock lock, the kitchen door an inside bolt, the parlor door a seven-inch nob lock, and the rest thumb latches. The windows in the principal story were to be 10-inch by 12-inch glass panes, while those in the upper story were to be 8-inch by 10-inch glass. A 10-inch by 12-inch glass sash was to be put over the front door to light the entry. The roof was to consist of 18-inch cypress shingles, not less than four inches wide and 5/8 inch thick.

The principal story was to be divided into two rooms divided by a stud partition. The two rooms in the attic story were to be separated by a 1 1/2 inch plank partition. The ceilings and stud

⁹⁷ *Fiftieth Annual Report* (1878), C & O Co., 9-10.

⁹⁸ *Fifty-Sixth Annual Report* (1884), C & O Co., 19.

⁹⁹ *Fifty-Seventh Annual Report* (1879), C & O Co., 9.

¹⁰⁰ *Sixty-First Annual Report* (1889), C & O Co., 10-11.

partitions were to be lathed and, together with the walls, finished with three coats of lime mortar made with glue and clear sand.¹⁰¹

In February 1836 a revised specification for the lock houses was adopted which incorporated a few changes. The houses were still to be 30 feet by 18 feet, but they could be of stone or brick at the option of the contractor. If the walls were of brick they were to be 13 ½ inches thick; if they were of stone they were to be 20 inches thick. The houses were to have full basements that were provided with drains protected by iron gratings. The lintels and sills of the doors and windows were to be of locust. All the outside and inside woodwork was to be given two or three coats of English white lead oil paint. The outside doors were to have Pennsylvania or German locks with iron handles. All of the masonry, except for the top 1 ½ feet, was to be laid in lime mortar. The top portion was to be laid in water cement. Virtually all of the other details were similar to the 1828 specifications.¹⁰²

When the canal was finally completed between Dam No. 6 and Cumberland in 1847–50, the company attempted to save money and to speed construction by delaying the erection of lock houses on that portion of the line. When the final segment of the canal was opened to navigation, the lock houses above the Cacapon River were built. Apparently no single specification was used as some of the structures were of frame or log construction and had various designs and dimensions.

¹⁰¹ *Specification of a Lock Keepers House, ca. October 1828, Drawings and other Records Concerning Construction.* The estimated cost for such a structure was \$828.46. A copy of this specification may be seen in Appendix A.

¹⁰² *Specification for a Lock Keeper's House, February 10, 1836, Drawings and Other Records Concerning Construction,* C & O Co. The estimated cost for such a structure was \$950. A copy of this specification may be seen in Appendix B.

II. THE BOATMEN

A. INTRODUCTION

The life of the boatmen on the canal was one of hard work, long hours, and little pay. The daring adventure of their employment coupled with their isolation from much of the world outside of the canal made the independent-minded boatmen a rough and ready lot. They usually formed a class apart from their neighbors in the Potomac Valley, intermarrying within their own group. Their children were frequently born and raised in the trade and generally had little exposure to the educational or social refinements of the emerging American culture of the 19th century. The boatmen were constantly brawling among themselves for precedence at locks or because of some real or fancied slur. Their life was at best irregular and unpredictable, and the “canallers” exhibited those characteristics in their lifestyles. Some dawdled along the line or amused themselves in drunken revelry, taking their time in making the run. Others were more ambitious, driving their teams and boats at full speed night and day, caring little for themselves, their mules or boats, or canal property. The boatmen were constantly at odds with the company over toll rates and freight charges and with the lock keepers over operating procedures or personal slights. Usually, the “canallers” shunned the larger towns along the canal, for it cost too much to feed their teams, and they felt out of place. Even while wintering along the line they had their own settlements on the fringes of the towns or often quite far from them.¹⁰³

B. CHARACTERISTICS OF THE BOATMEN: 1830–1850

Although many of the “canallers” were hard working and conscientious, the canal company records are filled with references to the brawling, unpredictable, and quarrelsome behavior of the boatmen. In their relationships with each other and with company officials, they exhibited a fierce independence and contentiousness that often ignored or opposed any show of authority by the company officials.

The rigors of life in the largely agrarian and forested Potomac Valley had its effect on the brash behavior of the early boatmen. It appears that they were constantly brawling among themselves for precedence at locks, because of some real or fancied slur, or for exercise. On April 2, 1831, Daniel Van Slyke, the superintendent of the canal, reported that since the water had been admitted into the canal two weeks earlier:

it is with great difficulty we have been able to preserve order among the boatmen, who in striving to push forward for a preference in passing the several locks are sometimes disposed to injure each other's boats as a means of carrying their point. An unfortunate instance of this kind happened on Wednesday last at the locks on the 9th section. A strongly constructed boat ran her bow against a gondola loaded with flour, and so much injured her as to render it necessary to transship the load. But no damage was done to the cargo.

¹⁰³ Sanderlin, *The Great National Project*, 186–88, and *Baltimore Evening Sun*, Aug. 9–13, 1937. In his book, Sanderlin sketches some of the characteristics of the boatmen from information that he obtained in interviews with George Nicholson, General Manager of the canal from 1890 to 1838, “Charley” Egan and Harvey Mayhew, former boatmen, Frank Lee Carl, a newspaper correspondent and local historian in Cumberland, and Edward Oswald, Clerk of the Washington County Circuit Court at Hagerstown. In the series of five *Baltimore Evening Sun* articles, Lee McCardell discussed the life of the boatmen basing most of his material on two extensive interviews with Captains Charlie (Scot) Eaton of Cumberland and Denton (Dent) Shupp of Williamsport.

Van Slyke went on to suggest that some regulations be adopted by the board to help the lock tenders preserve order.

so that the boats may pass the locks by turn as they arrive, as it frequently occurs that fifteen or twenty boats arrive at a lock within half an hour. Hence the contention for right of preference, which I believe would be allayed if it was known that they must be permitted to pass only by turn as they arrive.¹⁰⁴

During the following month, Van Slyke informed the directors that the boatmen particularly resented the priority given to the packet *Charles F. Mercer* in passing the locks. As this policy already had triggered angry protests, he advised the board to print the order on handbills to be left with the lock tenders and distributed among the boatmen. Unless this were done, it would be virtually impossible to enforce the policy.¹⁰⁵

The boatmen were constantly at odds with the company over toll rates and in the early days took unusual ways of expressing their dissatisfaction. W. W. Fenelon, the owner of the first packet service between Georgetown and Great Falls, staged a drunken demonstration in Georgetown in September 1831, which was reported to company officials by a local resident:

Being at the break, at Baker's, at about 6 o'clock, we heard a thundering noise of wild music and saw a large cavalcade (of) colors flying & having got near, it proved to be Mr. Fenelon, with his teams and crew with the colors of the Packet floating in high glee; he proceeded and paraded down Bridge Street, made a stop upon the new bridge, and refreshing himself and his crew after much music gave the word of command for High Street reeling in saddle all the way; a gang of Negroes and boys thronging the street until nearly dark. Now, sir, their ostensible object of all that fuss, is a loud complaint about the tolls, which gives him a pretext to pour abuses on the institution and bias the mind of the people at large.¹⁰⁶

The directors were irritated particularly by the quality of the boats operating on the canal. No one was willing to undertake to fulfill their dreams of steamers and double-decked packets. In fact, the boatmen generally refused to meet even the minimum requirements of the company regulations. Complaints were frequently made of iron-shod boats, leaky scows, drifting rafts, and sunken gondolas obstructing navigation.¹⁰⁷

Not only were the boats affecting the flow of traffic on the waterway, but they also were causing damage to the locks. This growing problem was reported to the board in December 1838 as follows:

many of the canal boats navigating the canal are armed on their sides with iron, and do great damage to the locks as they pass through. Many of the stone scows (their ends being at right angles) have their corners plated with iron, and entering the locks they frequently strike the coping and other parts of the lock and do great damage. By examining the locks in Georgetown you will readily perceive what damage has already been done.¹⁰⁸

¹⁰⁴ Van Slyke to Mercer, Apr. 2, 1831, Ltrs. Recd., C & O Co.

¹⁰⁵ Van Slyke to Directors, May 26, 1831, Ltrs. Recd., C & O Co.

¹⁰⁶ Rodier to Ingle, Sept. 8, 1831, Ltrs. Recd, C & O Co.

¹⁰⁷ *Proceedings of the President and Board of Directors*, C, 30, and Stone to Ringgold, June 6, 1847, Ltrs. Recd, C & O Co.

¹⁰⁸ Easby to Directors, Dec. 19, 1838, Ltrs. Recd., C & O Co.

By the enforcement of regulations, the provision of dry docks, the assessment of fines, and the levy of a 100 percent rate discrimination against rafts, the company sought to drive undesirable craft off the waterway and to encourage the construction of new and larger boats. In this effort they were partly successful, assisted by the need for larger and sturdier boats to handle the growing demands of the trade. Nevertheless the lumber trade and the incidental trade of the numerous valley farmers, who after building their own craft designed to last for only one trip (usually to be sold at Georgetown for firewood), made the struggle for better boats a never ending one.¹⁰⁹

The formulation of detailed regulations for the operation of the canal adopted in July 1831 and February 1835 did not insure the orderly conduct of business on the waterway. On the contrary, every conceivable abuse was reported at one time or another. The board immediately saw the necessity of securing some definite delegation of police power from the parties to the charter in order to gain the authority to enforce its regulations.¹¹⁰

Repeated directions for the enforcement of the rules indicate a laxness or indifference on the part of the officials and boatmen alike. Regulations which were regularly singled out for stricter enforcement were those that prohibited the use of iron-shod poles for propulsion, the navigation of the canal by boats that did not conform to the company specifications, the negligent practices that caused damage to locks, and the schemes of boatmen to defraud the company of toll payments.¹¹¹

C. CHARACTERISTICS OF THE BOATMEN: 1851–1889

Many of the characteristics of the early boatmen also were exhibited by those who plied the waterway after its completion to Cumberland in 1850. The same problems of violent behavior, disregard of company regulations and property, and reckless navigation practices by the boatmen continued to plague the waterway.

On April 1, 1851, a new system of by-laws, rules, and regulations for the government, management, and operation of the waterway went into effect. Printed as a 47-page booklet, the regulations covered every facet of the canal's operation in detail and clearly defined the monetary penalty for every offense of the boatmen. This set of regulations, which remained in effect until 1889, was the most comprehensive effort of its kind to be undertaken by the board. The booklets were printed in great quantities and distributed to every boatmen and canal official.¹¹²

In the months immediately following their adoption, the new regulations appeared to have the desired effect upon the "canallers." That this was the case was evidenced by the following report made to the company stockholders by President William Grason on June 2, 1851:

We have every reason to believe, as far as we can judge, from the short period which has elapsed since the by-laws of the company went into operation on the first of April last, that very beneficial results have, and will attend them; in the company...and producing a

¹⁰⁹ Sanderlin, *The Great National Project*, 188.

¹¹⁰ *Proceedings of the Stockholders*, A, 173, and *Proceedings of the President and Board of Directors*, B, 206. This subject is covered more fully in Chapter 12 of this study.

¹¹¹ Bryan to Ingle, Aug. 15, 1831, Ltrs. Recd., C & O Co. and *Proceedings of the President and Board of Directors* B, 290, C, 30. To aid the tenders in the enforcement of the regulation against the use of iron-shod poles, the directors authorized in August 1831 the construction of a shed at Lock No. 23 where wooden poles could be stored. The boatmen would be given such poles free of charge if they turned in their iron poles. Bryan Ingle, Aug. 15, 1831, Ltrs. Recd., C&O Co.

¹¹² *By-Laws, Rules, and Regulations: In force on the Chesapeake & Ohio Canal*, 1–47

degree of order and regularity on the part of those navigating the canal, which has heretofore not existed. Although, as was to be supposed, in any new system of regulations, some opposition would, in the outset, be manifested by those to whom any restraint would be irksome, we have reason to believe, that all well-disposed persons engaged in navigating the canal, regard these regulations as wholesome and necessary, acting both as a protection to the works, of the company, insuring more regularity, and less frequent interruptions to the navigation of the canal, and, at the same time, preventing collisions with some of the boatmen, who have hitherto been disorderly. Under all circumstances, there has been less objection than could have been expected, and the boatmen have very generally quietly acquiesced in, and readily complied with the provision of the regulations.

Few infractions of the new regulations had been reported by the officers on the line of the canal. The amount of fines that had been imposed was \$140, of which \$80 had been written by the directors for sufficient reasons.¹¹³

Needless to say, the peaceful acquiescence to the company regulations by the boatmen did not last for long. The abrasive behavior of many of the boatmen soon became a great concern to the directors as they sought to maintain the orderly operation of the waterway. Among the most conspicuous examples of the revival of their destructive spirit were the (1) disregard of company rules and officials, (2) clamoring for access to the coal wharves on the congested Georgetown level, (3) reckless navigation practices which led to boating accidents and to the destruction of works on the canal, (4) incidents of physical violence vis-à-vis the lock tenders, (5) reluctance to meet the minimum requirements of the company regulations relative to the quality of the barges, and (6) attempts to defraud the company of its rightful tolls.

1. Disregard of Company Rules and Officials

By the fall of 1851 there were widespread reports of boatmen who were ignoring both the company regulations and the attempts of canal officials to enforce the rules. One common case was the insistence of boat captains to use grab hooks while passing through the locks. This persistent practice, which tended to cause injury to the masonry of the locks, was considered to be of such a serious nature that the board at one time considered revoking the license of any captain who refused to comply with the regulations.¹¹⁴

Another practice, which indicated the boatmen's lack of respect for the company regulations and the canal officials who attempted to enforce the rules, was that of refusing to pay fines. At first this was a minor problem as evidenced by the fact that all but \$10 of the total amount of \$140 levied in fines during the first three months of operation under the new rules in 1851 was paid. However, by the late 1870s nearly 70 percent of the fines were never paid. One of the worst years in this respect was 1877 in which only \$45.47 was collected by canal authorities out of the total of \$126.52 assessed.¹¹⁵

One of the most notorious incidents in this regard occurred in May 1874 when George Reed, captain of the *Mayfield and Heiston*, was fined \$20 for illegally mooring his boat in the Cumberland basin. Refusing to pay the fine, he prepared to leave Cumberland with a barge cargo of coal destined for Georgetown. Because he refused to pay the fine, the collector at Cumberland would not give him a waybill. When the lock tenders at Lock No. 74 attempted to prevent him

¹¹³ *Proceedings of the Stockholders*, D, 409.

¹¹⁴ *Proceedings of the President and Board of Directors*, H, 476.

¹¹⁵ *Fines Paid and Unpaid for 1877*, Ltrs. Recd., C & O Co.

from continuing his journey until the fine was paid and a waybill was served, Reed forced his way through the lock. This event brought an additional fine of \$50 and a warning from President Gorman that a repetition of such an act would result in another \$50 penalty. Nevertheless, the boat was allowed to proceed to Georgetown without further hindrance. After Reed deposited his cargo in Georgetown, he was confronted by canal officials and served notice that he owed the company \$120 in fines and \$4.08 for a waybill. Again, he defiantly ignored the remonstrance of the agents, commenced his return to Cumberland without a waybill, and forced his way through the locks despite the protests of the collectors at Georgetown, Lock No. 5, and Harpers Ferry. When Reed arrived in Cumberland, his boat was seized with the aid of the police and confiscated until he paid the sum of \$124.08.¹¹⁶

2. Clamoring for Access to the Coal Wharves on the Congested Georgetown Level

As trade on the waterway increased, the method of expediting canal traffic on the Georgetown level soon became a major obstacle to the continued growth of business. Unloading and transfer facilities were unable to handle the increasing tonnage, which was brought to them. As a result, boats lined up in the canal awaiting their turn to unload. Not only were the delays annoying and costly to the boatmen, shippers and company alike, but the congestion on the Georgetown level was a problem in itself. The waterway was not wide enough to accommodate both the ordinary traffic to and from the basin or the aqueduct and the clamoring boatmen awaiting access to the coal wharves.

Complaints about the congestion and confusion on the Georgetown level forced the directors to take steps to alleviate the problem. In October 1864 the superintendent of the Georgetown Division was authorized to employ a harbormaster to regulate the boats at that place.¹¹⁷

Further reports by Georgetown citizens of brawling among the annoyed boatmen as they struggled to achieve quick access to the coal wharves led to the board's decision in April 1866 to invest the harbor master "with police authority to enable him more effectually to discharge the duties of his office."¹¹⁸

By 1871 the problem had become serious. Frequently there was a line of 60 to 80 boats along the canal bank and occasionally the string of loaded boats stretched from one half to one mile in length. As the boatmen jostled for position, some barges ran aground causing delays to the other boats.¹¹⁹

In their frustration, many "canallers" disregarded the company regulations and began lining up two, three, and four abreast in an effort to get closer to the wharves.¹²⁰

Some of the more contentious boatmen attempted to get to the wharves out of turn, and when they were refused service they would moor their barges next to the unloading vessels, thereby causing jams and confusion. Two of the most flagrant examples of such practices were cases where a Maryland Coal Company boat obstructed traffic on the canal for six hours while "lying double" and another barge owned by the same company that blocked the navigation for twelve hours after trying to get ahead of eighteen boats in line at the Welch Wharf.¹²¹

¹¹⁶ Pope to Gorman, May 6, 1874, Weber to Gorman, May 20, 1874, and Wenner to Gorman, June 8, 1874, Ltrs. Recd., C & O Co.

¹¹⁷ *Proceedings of the President and Board of Directors*, K, 402.

¹¹⁸ *Ibid.*, K, 482.

¹¹⁹ *Forty-Second Annual Report* (1870), C & O Co., 25.

¹²⁰ Hayden to Clark, June 14, 1871, Ltrs. Recd., C & O Co.

¹²¹ *Report on Fines Imposed on Boats* by R. G. Connell, Harbormaster, Mar. 22, 1871," Ltrs. Recd., C&O Co.

The board soon initiated a series of steps to relieve the congestion and to restore order, regularity, and authority in the control and movements of boats on the Georgetown level. As the harbormaster was ill equipped to control the growing problem by himself, the directors authorized the employment of an assistant.¹²²

New regulations were enacted which were strictly enforced, and a contract was let to build the Georgetown Incline Plane.¹²³

3. Reckless Navigation Practices

There were numerous instances where the reckless navigation practices of the boatmen led to accidents that caused damage both to the barges and canal structures. At times boat races were held up and down the canal—the fastest-known time for a light boat from Georgetown to Cumberland was 62 hours set by Raleigh Bender of Sharpsburg while the best-known time for a loaded boat from Cumberland to Williamsport was 35 hours set by Dent Shupp of the latter town with 128 tons of coal. To set such records the boatmen walked along the towpath feeding the mules handfuls of hay while boating and giving them feed and water while passing through a lock.¹²⁴

In their haste to gain time in navigation, the captain, often ignored the company regulations for passing. Hence a number of boat collisions occurred, one of the most notable involving a freight boat and a packet in July 1855. As a result of the accident, the passenger vessel was sunk and the freight boat's captain received a stiff fine.¹²⁵

The reckless maneuvering of the boatmen and their lack of concern for canal property was manifested in other ways. Over the years Aqueduct No. 3 was the site of numerous accidents as a result of careless boatmen who refused to slacken their speed to negotiate the sharp bend immediately upstream. After a number of accidents in which boats struck and damaged the side-walls of the aqueduct, the board in March 1870 issued an order that all barges were to slack their speed at least fifty yards from the approaches of the structure. The order was printed on handbills for distribution, and a watchman was stationed at the aqueduct to see that the boatmen complied with the directive.¹²⁶

One of the most frequent results of the careless practices of the boatmen was the damage done to the lock gates. When the "canallers" were in a hurry, they often failed to slacken their speed sufficiently as they approached a lock. At other times, the impatient boatmen attempted to "lock through" without waiting for the service of the lock tenders. Such practices led to the numerous incidents in which the boats would strike and break the gates, thereby interrupting navigation for as much as a day until a new gate was put in.¹²⁷

During one 4-year period from 1877 to 1880 there were nine occasions where boatmen were fined for running into or breaking lock gates.¹²⁸

The negligent navigation practices of the boatmen sometimes caused greater damage to their vessels than to the canal structures. In one case, the *Loretto* struck the upper abutment of the

¹²² Hutton to Clarke, Mar. 31, 1871, Ltrs. Recd., C & O Co.

¹²³ Both of these subjects are covered more fully in Chapter 12 of this study.

¹²⁴ *Baltimore Evening Sun*, Aug. 9–13, 1837.

¹²⁵ *Proceedings of the President and Board of Directors*, I, 193.

¹²⁶ Hutton to Thomas, March 19, 1870, Ltrs. Recd., C & O Co.

¹²⁷ Grimm to Chesapeake & Ohio Canal Company, Apr. 22, 1871, McMachaw to President and Directors, Mar. 11, 1874, Fletchall to President and Directors, June 17, 1875, and Fletchall to Gorman, July 18, 1876, Ltrs. Recd., C & O Co.

¹²⁸ Register of Offenses, 1877–1881, C & O Co.

Lock No. 15 and broke a hole in its side about one foot square. The boat sank, causing a 24-hour suspension of the navigation.¹²⁹

Many of the boating accidents were attributable to the intoxication of the “canallers.” One bizarre incident occurred in June 1873 when the American Coal Company boat *Henry C. Flagg* struck the gates of Lock No. 74 with such force that all four were knocked out and the vessel sank in the lock chamber, thus disrupting navigation for 48 hours. An investigation of the incident revealed that the boat had left Cumberland on the charge of two black hands, as its captain, Mr. Mulligan, was on a drunken spree in Shantytown. When the boat arrived at Lock No. 75, the lock keeper demanded a waybill, which the crew did not possess. When the hands agreed to wait until the captain arrived with the document, the tender noticed that the boat was filling with water because of several leaks. Since the hands did not have a pump, the keeper fearing the boat would sink ordered them to pull on to the short level below the lock. Soon the intoxicated captain arrived with the waybill and, disregarded the tender’s entreaty to pump out the boat, ordered his hands to get the barge moving. They dutifully pulled the boat alongside the *F. C. Young*, which was about to enter Lock No. 74, thereby creating a jam in the mouth of the lock. While Captain Mulligan went to a nearby store, his crew borrowed a pump and commenced to extract the water from the boat. After the crew of the *F. C. Young* maneuvered their boat back to loosen the jam, the crew of the *Henry C. Flagg* pulled their boat into the lock. No effort was made to snub the boat; thus it struck the lower lock gates and knocked them out, the upper gates slammed shut and broke, letting water from the upper level run over the boat and causing it to sink.¹³⁰

Many mules were also lost as a result of the negligent practices of the boatmen. One such example occurred near the brickyard on the Logwall Level in May 1873. As two boatmen were passing each other, the driver of one of the mule teams urged his animals on with a series of violent gestures. The driver theatrics frightened the team of the other boat, causing the two mules to jump over a high embankment. One of the mules was killed and the other was injured.¹³¹

4. Incidents of Physical Violence

As the lock tenders and the boatmen came into frequent contact, there were numerous instances of fighting between the two groups. Because both the lock men and the “canallers” were independent, rough and ready individuals, the initiative for the incidents of physical violence generally appears to have been taken by the latter. At the same time, it is clear that the lock tenders were often quick tempered and eager to respond to any provocative challenge flung at them.

One of the most celebrated incidents occurred at Lock No. 75 in July 1874. The quarrel commenced when the *Okonoka* was “locking through” early one morning. The towline of the boat caught on the lock railing and tore it loose. Furthermore Captain John Byroad insisted on scrubbing the sides of his boat with a broom while still in the lock. As another boat was waiting, John M. Bloss, the tender, ordered him to pull the barge out of the lock. Byroad refused whereupon one of Bloss’ sons opened the berm gate. The gate’s beam pinned one of Byroad’s sons against the side of the boat where he was scrubbing. An argument and fisticuffs resulted in which one of Bloss’ sons was knocked off the boat by the captain’s wife. After a flurry of rock throwing between the boys of the boatmen and the lock tender, one of the latter’s sons injured a son of the former with a club. When the tender’s boys were chased to the lock house, they returned with a revolver and double-barreled shotgun both of which misfired when they tried to use them. As the

¹²⁹ Maus to Gorman, Nov. 30, 1872, Ltrs. Recd., C & O Co.

¹³⁰ Malvany to Gorman, June 25, 1873, Ltrs. Recd., C & O Co.

¹³¹ Garrett to President and Board of Directors, July 2, 1873, Ltrs. Recd., C & O Co.

boat continued on its journey, the tender followed it all the way to Cumberland on horseback, brandishing a club and threatening that he would ‘settle up the damage Old Bitch.’¹³²

At times the mere threat of violence by the boatmen so intimidated the lock tenders that they were unable to fulfill their duties. An example of this situation took place when the lock keepers were ordered to enforce the prohibition against Sunday navigation in the late 1860s and early 1870s. When the tenders attempted to prevent some boats from passing through the locks on the Sabbath, the boatmen threatened to fight any individuals who got in their way and proceeded up the canal busting the padlocks on the lock gates as they went. When some of the lock tenders attempted to stop the boatmen, violence erupted and reports of rioting and “depredations” spread along the line. The boatmen quickly gained the upper hand in the struggle, and the company soon gave up its attempts to enforce a “Sunday Law.”¹³³

5. Quality of the Boats

Many of the boatmen continued to be reluctant to meet even the minimum requirements of the regulations regarding the quality of the boats operating on the canal. There were numerous complaints of leaky scows, iron-shod boats, and sunken wrecks obstructing navigation. From 1855 to 1858 some 34 barges were broken or sunk as a result of either poor construction or inattention to periodic maintenance work.¹³⁴

While the quality of the canal boats tended to improve with the growth of trade in the post-Civil War era, there were still reports of boats sinking because of their “bad condition.”¹³⁵

One of the more bizarre stories in this regard was that of a boat which started sinking at Cumberland when it was loaded. The crew pumped the water out and began the trip to Georgetown, all the while pumping to keep the vessel afloat. The barge finally sank just above Lock No. 5, impeding the flow of traffic for eleven hours.¹³⁶

Some of the captains insisted on putting “sand streaks” along the sides of their boats in violation of the company rules, thereby causing them to get stuck in the lock chambers for more than an hour.¹³⁷

The problems caused by boats unfit for navigation became a critical issue by 1872 since the board was anxious to maintain an efficiently operating waterway to accommodate the expanding trade. Accordingly, a committee was appointed in that year to re-register all the vessels on the canal. At the time of registration, the vessels were to be examined to see that their dimensions and state of repair conformed to company regulations. Those boats that were deemed unseaworthy were to have their applications for registration certificates rejected.¹³⁸

Despite these efforts the canal faced increasing problems with leaky and sunken boats during the remaining years of its independent existence. Among the many incidents of this kind was the sinking of the *Lezer Ragen* at Lock No. 15 in July 1876. Leaking badly before it left Cumberland, the vessel was kept afloat by its crew until it ran into the abutments of several locks

¹³² Byroad to Gorman, July 18, 1874, Bloss to Gorman, July 18, 1874, and Mulvany to Gorman, July 24, 1879, Ltrs. Recd., C & O Co.

¹³³ *Proceedings of the President and Board of Directors*, K, 518, L, 317, 169, 422, 435–36, and “Report on Sunday Law,” May 19, 1870, Ltrs. Recd., C & O Co.

¹³⁴ *Proceedings of the President and Board of Directors*, K, 67.

¹³⁵ Hutton to Clarke, June 24, 1870, Ltrs. Recd., C & O Co.

¹³⁶ Maus to Gorman, Oct. 23, 1872, Ltrs. Recd., C & O Co.

¹³⁷ Gaimm to Chesapeake & Ohio Canal Company and Clarke to Mulvany, Apr. 20, 1871, Ltrs. Recd., C & O Co.

¹³⁸ Mulvany to Gorman, June 28, 1872, and Resloy to Gorman, Mar. 7, 1873, Ltrs. Recd., C & O Co., and *Williamsport Pilot*, Feb. 8, 1873, in Arthur P. Gorman Collection, University of North Carolina Library, Chapel Hill.

below Great Falls. As it proceeded out of the chamber of Lock No. 15, the boat sank and its bow settled down on some rocks, at the mouth of the lock, cutting a large hole in its bottom.¹³⁹

Similar stories abound of unseaworthy vessels throughout the period including that of the *Bertha M. Young*. As the boat was leaking badly, its crew convinced the steamer *Scrivenes* that was passing by, to tow it while they pumped the water out. When it became apparent that the pumping efforts were futile, the boat was allowed to sink one night on level no. 36 and abandoned, resulting in a delay of 36 hours to canal navigation.¹⁴⁰

During the four-year period from 1877 to 1880 the company issued twenty citations for sunken boats or vessels that required the aid of canal hands to pump water in an effort to prevent their sinking.¹⁴¹

6. Attempts to Defraud the Canal Company of Tolls

At times the rebellious boatmen attempted to earn higher profits by attempting to defraud the company of its tolls. This was done most often when the boats were carrying a small cargo which could be hidden under the hatches and which did not weigh the boat down to a great extent. In May 1873 the *B. L. Slack* left Georgetown with 225 sacks of salt hidden under its hatches, although its waybill listed it as an empty boat. It was not until the barge reached Harpers Ferry that a company agent discovered the scheme on a tip from the mule driver that the captain was attempting to avoid the payment of \$22.50 in tolls.¹⁴²

There were numerous other instances in which captains made an effort to conceal a portion of their cargoes from the eyes of the company collectors.¹⁴³

D. CHARACTERISTICS OF THE BOATMEN: 1891–1924

In 1902 the receivers took steps toward the establishment of complete control over freight charges on the waterway. The Canal Towage Company, sponsored by the canal receivers and the Consolidation Coal Company both of which were dominated by the Baltimore & Ohio Railroad, was organized along the lines first suggested by Arthur P. Gorman in the mid-1870s. The primary function of this enterprise was to provide economy and regularity in the runs of the waterway. To do this, the company supplied the boats, teams and equipment, and established a regular schedule for the boatmen to follow. Under this new arrangement, all that the captain was expected to furnish was the deck gear, the long and short fallboards, the feed, and troughs. The Canal Towage Company also cut freight rates from 65 cents per ton to 45 cents per ton and controlled the distribution of cargoes. As a result, the service and the efficiency of canal navigation were improved, but in so doing the last shred of independence for the “canallers” was destroyed. The canal lost much of its romance as the boats began to be numbered instead of named and to be uniform and utilitarian rather than colorfully individualistic.¹⁴⁴

¹³⁹ Fleteball to Gorman, July 18, 1876, Ltrs. Recd., C & O Co.

¹⁴⁰ Moore to Gorman, Aug. 31, 1878, Ltrs. Recd., C & O Co.

¹⁴¹ *Register of Offenses, 1877–1881*, C & O Co.

¹⁴² Pope to Gorman, June 15, 1873, Ltrs. Recd., C & O Co.

¹⁴³ Herbert to President and Directors, Apr. 10, 1844, Ltrs. Recd., C & O Co.

¹⁴⁴ Although most of the boats had been named for their owners or members of their captains' families, many had been given colorful names over the years. A list of the coal boats navigating the canal in 1870 contained the following names: *Eagle, Vigilant, Invincible, Defiance, Emerald, Unexpected, Hawk, Owl, Peacock, Wren, Dalia, Energy, Hero, General Grant, Washington Irving, Kattskill, Rip Van Winkle, Brownbones, Napoleon Bonaparte, Six Days, and Wave*. Weber to Clarke, June 28, 1870, Ltrs. Recd., C & O Co.

Spirited, unruly, flamboyant, and lackadaisical boatmen were alike undesirable to the company, and the rougher ones were not permitted to use its boats. There was no longer room for romantic characters such as Captain John Malott of Williamsport whose mules were known for the white sheepskins with tasseled red rosettes that they wore on their tossing bell bows and whose boats were decorated with flags and political banners during campaigns. Traffic became regularized on a timetable basis.¹⁴⁵

The transition in the position of the boatmen in the changing canal scene had been in progress for some three decades. The growth of marked distinctions in canal society after the Civil War—officials, shippers, and “canallers”—mirrored in microcosm the development of the capitalist, middle, and laboring classes in the nation as a whole. The emergence of the waterway as a money-making, big business enterprise in the early 1870s tended to increase the difference by exerting pressure on the groups to maintain the *status quo* in order not to disturb the canal’s prosperity. The impact of the economic depression, which reached the canal in 1876, heightened the pressure on the boatmen. The directors insisted that the long-term benefits of maintaining the waterway as a going concern outweighed the immediate hardships to the boatmen, which might result. For this reason, strikes were crushed, wages and freight charges slashed, and canal trade regularized. The “canallers” were caught in a squeeze between the efforts of the coal companies and the canal company to reduce expenses. The coal companies, together with the boat builders, sought to increase their profits by maintaining boat rents and sale prices at high levels, reducing freight rates and calling for lower toll charges. To meet their continuing expenses, boatmen needed high freight charges. But the canal company, seeking to cut transportation costs to stay in competition with the Baltimore & Ohio and at the same time attempting to maintain tolls at a profitable level, demanded lower boat rents, sale prices, and freight charges. The Canal Towage Company represented the culmination of the late 19th century trends towards lower charges and complete control over coal transportation. Independent boatmen could not compete with the Canal Towage Company and its sponsors. A comparison of receipts and expenses of independent boatmen before the organization of the Canal Towage Company and the boats operated by that company indicates that the profits of the latter were some 42 percent greater than those of the former:

INDEPENDENT BOATMEN

Receipts		
90 tons @ 65 cents per ton		\$58.50
Expenses		
Boat rent		\$15.00
Mule hire		16.00
Waybills		4.80
Feed		5.00
		<u>\$40.80</u>
Profit Per Trip		\$17.70

CANAL TOWAGE COMPANY BOATS

Receipts		
90 tons @ 45 cents per ton		\$40.50
Expenses		
Waybills		\$4.80
Feed		4.00
		<u>\$ 9.80</u>

¹⁴⁵ Sanderlin, *The Great National Project*, 268–269, and *Baltimore Evening Sun*, August 12, 1937.

Profit Per Trip

\$30.70¹⁴⁶

There is little documentary information on the boatmen following the organization of the Canal Towage Company. The only significant problem to arise with the boatmen occurred in 1918 when the canal carried coal for the government proving grounds at Indianhead, Maryland, some 30 miles down the Potomac River from Washington. The movement of coal down the canal was held up during the early part of the navigation season by labor troubles, which were resolved in part by granting higher wages to the boatmen operating the 80-boat fleet of the Canal Towage Company.¹⁴⁷

The only comprehensive study of the canal boatmen and their families during the operation of the waterway was undertaken in 1921 by the U. S. Department of Labor. The survey is interesting, because it offers data on the social, economic, and educational characteristics of the "canallers" in the waning years of the canal's existence.

The great majority of the captains on the canal had their wives and children with them on the boats. Of the 66 captains on the payroll of the Canal Towage Company, 59 were married men.¹⁴⁸ Of these, 41 had their children with them during the boating season. The number of children found accompanying their families was 135 (70 boys and 65 girls), of which 48 were under 7 years of age. In addition to these children, there were 7 boys employed on the canal boats as deck hands by captains to whom they were not related. The ages of the 7 boys were as follows: one, 11 years; four, 14 years; one, 15 years; and one, 16 years.

All the captains and their wives included in the study were Native American whites. Seven of the captains and five of the wives were illiterate. One captain, who had begun boating with his father when he was five years of age, reported that altogether he had gone to school for 29 months. By the time he reached the fourth grade the children of his own age had long since completed the grammar school grades, and he was ashamed to enter classes with younger boys and girls. Regretting his own lack of education he said that when his daughter reached school age he should stop boating.

The principal activities in operating a boat on the canal consisted of driving the mules and steering the boat. It was generally the child's job to drive the mules during the day either walking besides the mules on the towpath or riding the leader. Steering the boat by means of a "stick" which controlled the rudder could be accomplished by the pilot standing or sitting against it. Hence the mother of the family often handled the steering while attending to household tasks. Young children could steer light boats, while the older boys and men usually handled the steering chores for heavily loaded boats.

The ages of the children working on the boats ranged from 5 to 17, but those aged 14 years composed the greatest number in any single age grouping. However, the 11-year-olds composed the second highest number in any age category.

One of the boating households consisted of four persons—the captain, the assistant deck hand, the captain's wife, and their 11-year-old daughter. The girl had been driving, steering, and doing housework on the boat for several years, but she did not like boating and was very lonesome. Her father said that she could do anything that a hired hand could do, but he felt that it was necessary to employ a man because "you have to rest once in a while." Among other things, the captain observed that the "women and children are as good as the men" and "if it weren't for the children the canal wouldn't run a day."

¹⁴⁶ Sanderlin, *The Great National Project*, 269–270, and *Washington Evening Star*, July 11, 1905.

¹⁴⁷ *Washington Evening Star*, September 26, 1918.

¹⁴⁸ By 1921 the canal boats were operating in fleets, thereby necessitating fewer captains.

In 1920 most of the captains received less than \$1,250 from their boat work. About two-thirds of them supplemented their earnings either by winter employment or by incidental work during the season. For example, one man owned towing mules, which he hired out. Other captains secured small loads of incidental freight consisting of general merchandise, farm products, or supplies for the pleasure parks and summer campgrounds in the neighborhood of the canal. The captains were paid a uniform freight rate per ton amounting to \$75 or \$80 per trip.

The average size of the cabins on the canal boats was approximately 10 feet by 12 feet. All cabins had two bunks, one of which was set into the inner wall of the main cabin and the other located in the so-called "stateroom" which was partitioned off from the main cabin by a diagonal wall. The bunks were 36 inches wide—sufficient space for one person but ordinarily occupied by two. In addition to the cabin bunks, the feed box extending across the deck at the center of the boat was ordinarily used for sleeping purposes. This box, 4 feet high and 4 feet wide, provided a fairly comfortable bed by spreading blankets over the hay and other feed. It was used in some cases by the deck hands and occasionally by the children. Often in hot weather the floor of the deck was used as a bed, but some mothers stated that they were afraid to let the children sleep outside of the cabin.

In spite of the narrow berths, most families regarded them as adequate sleeping space for four persons. The feed box provided two additional sleeping places. Of the 41 families in the study, however, ten had seven members and nineteen had more than four persons. The most distressing instance of congestion existed where a family of nine lived on a boat. The mother said that she made a bed for the children on the floor, but "when you get seven down there, there ain't room left to walk around without stepping on them." The floors of the cabins were frequently bare, but fourteen families reported having linoleum coverings. One family stated that it was impossible to use any sort of covering as the floors leaked and were always damp.

The hours of travel on the canal were almost continuous. Fifteen hours a day was the minimum reported by any of the boat families. Eighteen hours the most frequently reported, but several families stated that they worked longer. One family had operated its boat without taking any intervals for rest. "It never rains, snows, or blows for a boatman, and a boatman never has no Sunday," said another. "Tell we see some folks along the way, dressed up and a-goin' to Sunday School." One captain and his wife who reported working 15 hours a day employed no crew but depended on the assistance of two children, a girl 14 years of age and a boy of 5. The girl did almost all the driving, usually riding mule back, and the parents steered. The little boy helped with the driving but not for more than a mile or two at a time. The boat was kept moving until the girl could drive no longer; then the boat was tied up for the night. "We'd boat longer if the driver felt like it," said the father.

Water for drinking and cooking purposes was secured from springs along the canal and stored in barrels or kegs. Water for washing clothes was obtained from the canal itself. Most of the families complained of mosquitoes.

Of the families visited for the study, five lived the year round on their boats, one having done so for eighteen years. All of the other families occasionally visited and spent the off-season in maintained houses along the canal. The dwellings were chiefly small detached wooden or log houses located in or near towns in the vicinity of the waterway within one mile of schools.

Numerous accidents had occurred among the boatmen's children. Forty-five children had fallen into the canal more or less frequently, eleven had been kicked by mules, one had been burned, one cut with an axe, and one dragged by a mule over a lock gate. One mother reported that her four children had many accidents. The oldest had his nose broken by a kick from a mule, and, with the exception of the baby, all had fallen into the canal many times. Once when a lock

tender had closed the gates too soon, the boat's awning had been dragged off the deck taking the children with it, thus pinning them between the gate and the boat.¹⁴⁹

E. TYPICAL EXPERIENCES IN THE LIVES OF THE 'CANALLERS'

The following narrative offers some typical features of the lives of the "canallers." The material is based primarily on three sources: Walter S. Sanderlin, *The Great National Project: A History of the Chesapeake & Ohio Canal* (Baltimore, 1946), pp. 186–188; *Baltimore Evening Sun*, August 9–13, 1937; and Ella E. Clark and Thomas F. Hahn, eds., *Life On the Chesapeake & Ohio Canal*, 1859 (York, 1975), pp. 1–48. As these sources describe the canal experiences of the boatmen from the late 1850s to the early 1900s, the following data should be considered as representative only of that period.

1. Preparations for the Journey from Cumberland to Georgetown

In preparing for a journey down the 185-mile length of the canal, the boatman needed to obtain feed and provisions for his family and mules. Hay and feed for the mules was purchased at various establishments across from the coal loading wharves at the basin in Cumberland, the most popular store being Coulehan's on Wineow Street. Groceries were procured up Wineow Street at Dennis Murphy's or John McGrinnis' or at Coulehan's. The usual staples taken along on a trip consisted of flour, sugar, coffee, smoked meat, and dry salt belly. As the sale of liquor was outlawed along the canal, alcoholic beverages also were purchased at the stores along the canal basin or at the numerous saloons, which operated in Shantytown around and behind the boatyards. Among the most popular drinking establishments that the boatmen frequented while waiting for a load of coal (or upon reaching Cumberland after a long journey up the canal) were Old Aunt Susan Jones' Rising Sun Saloon, Mis' Palmer's Red Tin Shanty, and the bars owned by George Burns, Ed Cooney, Gus Hensel, Dora Ogle, and Cherry Clark. If the captain's family was not large enough to provide the needed help on the boat, he made arrangements to hire a deck hand or two.

2. The Journey Down the Canal Begins

When all preparations were made, the captain backed his boat up to the coal chutes at the loading basin. The coal was dumped out of the railroad cars on a trestle over the chutes and passed down the chutes into the holds of the barge. After having received a waybill from the canal company collector, the boat commenced its run down the canal. A normal trip to Georgetown took about five 18-hour days. Although some boats ran all night, most tied up in groups of six or seven between 10 p.m. and 4 a.m.

The usual schedule of work both for the mules and the people was six hours of work and six hours of rest. Members of the captain's family generally slept in the cabin if there was room. Hired hands or older members of large families slept in the hay house, which had bunks on one side and feed on the other. Some boatmen took Sunday off to attend church services in the small towns along the canal, but most of the "canallers," who generally appeared to be an irreverent and irreligious lot, boated seven days a week if loads were available.

3. The Procurement of Food and Provisions on the Journey

¹⁴⁹ Ethel M. Springer, *Canal Boat Children*, Children's Bureau, Department of Agriculture, 1921, reprinted in *Monthly Labor Review*, 1923, 3–11.

Most everything that was needed in the way of groceries or feed could be purchased along the canal. There were numerous stores at many of the locks and in the villages in the vicinity of the canal that catered to the needs of the boatmen. In addition, most of the lock tenders raised milk cows, chickens, and gardens, the surplus of which was sold to the “canallers.” Some of the boatmen, however, carried some chickens and one or two pigs on their boats to cut their expenses. The boatmen’s diet was supplemented with fish taken from the canal.

4. The Role of Women on the Boats

The duties of women on the canal boats included cooking, child rearing, steering, washing, and sewing. It was often the woman’s duty to help steer the boat and feed the mules. The cooking was done on the cabin stove, which was usually heated with burned corncobs from the stable. Some of the boats had more modern stoves, known as Star Light coal burners, made with coke tin by the Cumberland firm of William Moorehead and Lew Metz. Two of the most popular dishes among the boatmen were turtle soup made from turtles caught in the canal and blackberry pie made from berries that grew wild along the towpath. The women had their babies on the boats; if possible, the boat would stop at a town where services of a midwife could be obtained. Then the journey was resumed the following day with the man handling most of the cooking chores unless he had older children. The washing of clothes and bathing of children often was done at the side of the canal in the moonlight after the boat had tied up for the night. The sewing or mending of clothes and awnings for the barge frequently was done while the woman leaned against the “stick” that guided the boat’s rudder. If the husband died, the widow often ran the boat herself, several such examples being Mis’ Ziegler, Nancy McCoy, and Clara Dick.

5. The Children on the Boats

To prevent the little children from falling into the canal, there was usually a ringbolt in the cabin roof. The smallest children were buckled into a leather or rope harness and tied fast with a line to the ringbolt. By the age of six, most children were put to work driving the mules. Most captains got their start on the canal in that manner. The mules were driven with a four-strand plaited whip by the child walking along beside them on the towpath. The children were permitted frequently to ride the lead mule to protect their feet and to prevent them from tiring. The “canallers” children generally had little opportunity for schooling. Many times a teen-age boy was hired as a deck hand, a job for which he seldom received more than \$10 per month.

6. Approaching a Lock

When a boat approached a lock, the steersman got out his boat horn, generally a tin bugle, and blew the three notes of “Red Rover.” Supposedly the boat horn was saying “Lock Ready! Lock Ready!” If there was no horn available, the steersman or driver, whoever had the loudest voice, would yell: “yea-a-a-a-a-a lock!” or “Hey-y-y-y-y lock!” Some boatmen used conch shells to announce their approach. During the day, the lock tender often saw the boat before he heard the call, but at night he had to be awakened.

7. The Mules

The mules, many of which came from Kentucky, were broken in by hitching them to logs. New mules, or “Greenies,” often sat down and refused to move. This problem was solved by hitching

several trained mules to the “sitdowners” and dragging it along until standing up was more comfortable than sitting down. The mules were hard on their shoes, and, thus, they were reshod on an average of once a month.

Mules were generally purchased when they were 2 ½ years old. As a rule, they lasted some 15 years before they became too old and infirm to be of value. Each boatman usually kept two teams of two or three mules each with his barge. Good experienced mules often did not require a driver. They slacked off automatically by instinct when a boatman was snubbing a boat into a lock and once through a lock they took off on the cue of the steersman’s whistle. If a boatman wished to change his teams, the mules reacted to verbal commands. Generally, the mules were changed while the boat was passing through a lock—a feat that required fast work. A short fallboard, much like a cleated gangplank, was thrown over the side of the boat when the water in the lock chamber was at its highest level, and a fresh team from the stable in the bow was herded out quickly. Reckless boatmen would change teams while the boat was moving by jumping a fresh team into the canal and swimming them to shore, while the gangplank was hurriedly thrown down on the towpath and the old team rushed on to the boat. This latter practice led to the drowning of many mules.

8. Dogs on the Canal

A good dog was a great help with the mules and was sometimes used to drive them. Sam Poffenberger had a bulldog named “Rough” who could swim across the canal basin at Cumberland with a towline around his neck. This was a great help when the mules and boats were separated on opposite sides of the basin.

9. Wintering Along the Canal

When the canal got icy, a canal company scow, loaded with pig iron, started up the waterway from Georgetown to serve as an icebreaker. Homeward-bound boats, all light and heading for winter quarters, formed a procession behind the ice breaker. As many as 40 mules from the boats in the procession would be hooked to the icebreaker’s towline. The animals would haul the boat up on the ice and their weight would break a channel through which the boats would pass. The entire convoy would help pump water out of a barge if the ice broke a hole in it. The members of the procession also would hack at the ice with their axes if necessary. If a boat was frozen solid, the captain and crew closed it up and rode the mules home.

The boatmen tied up their boats as close to their homes as possible. The most popular communities where the boatmen spent the winter months were Monocacy Basin, Point of Rocks, Brunswick, Sharpsburg Landing, Williamsport, Hancock, and Cumberland. Of these communities, Sharpsburg was considered the greatest producer of boatmen over the years. A few boatmen lived on their boats year-round, and a few maintained homes where their families lived throughout the year.

In the early spring, the “canallers” would return to their boats. Before resuming navigation in the new season, they would house clean the barges, make necessary repairs, and give the vessels a fresh coat of paint. Once that work was done, the awning was spread over a portion of the deck and operations were commenced.

F. THE EMERGENCE OF LABOR UNIONISM AMONG
THE CANAL BOATMEN IN THE 1870s

During the early 1870s the Boatmen's Union of Cumberland emerged as a strong force on behalf of the interests of the "canallers." As the first manifestation of labor unionism on the canal, this organization reflected the growing interest in such labor activities across the United States in the decade after the Civil War. During this period, two national labor organizations-- the National Labor Union in 1866 and the Knights of Labor in 1869--were formed for the purpose of exercising their economic and political power to better the lot of the common working man in America.¹⁵⁰

Organizing efforts were also occurring among the western Maryland coal miners at this time, and wage disputes between the miners and the coal company operations led to the first strike in May and June of 1865.¹⁵¹

The first recorded strike by the canal boatmen occurred at Cumberland in July 1871. The two-day work stoppage was joined by the dock laborers in that town. According to the word received by President James C. Clarke on August 28, the difficulty

was occasioned by a few irresponsible men urged on by a few of the boatmen who were stated to have been imposed on by the Maryland (Coal) Co. by being obliged to pay a bonus. We (The Maryland Coal Company) reduced the freight, to (the) same basis on outside boats (those vessels not employed by the coal company) or five cents per ton, but to those running our own boats we have the spring rates of \$1.45 per ton.

The informer went on to express his fears that another strike was brewing among the boatmen:

Now the Maryland (Coal) Co. pays only \$1.40 to all classes of boats, and still exacts the bonus . . . and the result of another strike is threatened. If it were to be confined merely to those who aggrieved, no one would object, but you may rest assured if a dozen of the men see fit to make the trouble, all will become involved and this will incur the daily loss of \$25,000. If once begun, the loss all round will amount to hundreds of thousands. Why should these vast interests be paralyzed...by a few discontented men, hiring roughs to intimidate the well disposed.¹⁵²

Sometime during the remainder of the 1871 boating season an eleven-day strike of the boatmen and Cumberland dock workers took place.¹⁵³

It is apparent that the canal company attempted to prevent the labor unrest by ordering that the participating boatmen be fined for their activities. Later the board had second thoughts about the wisdom of this policy, and on January 12, 1872, it authorized Coale to remit the money collected in those cases that merited such consideration. The balance of the money collected was to be appropriated to the treasury of the Boatmen's Benevolent Society, an organization that had been formed, recently to foster the welfare of the "canallers."¹⁵⁴

¹⁵⁰ Foster Rhea Dulles, *The United States Since 1865* (Ann Arbor, 1969), 68–81, and Michael Martin and Leonard Gelber, *The New Dictionary of American History* (Revised, New York, 1965), 335, 340–41, 425.

¹⁵¹ *Thirty-Seventh Annual Report* (1865), C & O Co., 6.

¹⁵² Slack to Clarke, Aug. 28, 1871, Ltrs. Recd., C & O Co., and *Proceedings of the President and Board of Directors*, M, 426–427.

¹⁵³ *Proceedings of the Stockholders*, E, 182.

¹⁵⁴ *Proceeding of the President and Board of Directors*, M, 506.

There were no further labor difficulties along the canal until January 1873. In that month, the president of the Boatmen's Benevolent Society sent a stern letter to the canal board protesting against the directors' proposal to raise the toll on coal from 46 cents to 51 cents per ton. The letter, which indicated the increasing militancy of the society, read as follows:

The Boatmen's Benevolent Society do petition your honorable body against any increase of tolls on coal, as we consider such an advance an injury to the business and interest of the canal; also ruinous to the interest of the boatmen, to keep the cost of transportation on the canal at the basis of last season would require an equivalent decrease of freight, to which we the boatmen will not submit. Gentlemen, this association desires that the toll on coal should remain at the same rates as that of last Season. We refer you to the decrease of freight on coal by way of (the) canal, for the last two seasons of ten cents per ton. Submitting to a deduction of five cents each season, and any advance on tolls at this time in all probability would cause a further decrease, and for this reason just stated we earnestly enter our protest.¹⁵⁵

The underlying reasons for the boatmen's concern over the canal directors' proposal to increase the toll on coal were given in a report in the *Williamsport Pilot* of January 11. According to the newspaper's editor, the boatmen at that town all felt

that such an increase will only amount to a tax upon them. They are certain that in the end they will have to pay it. The past season was altogether an unprofitable one. In fact many boatmen actually lost money, and we much doubt if half the coal could be shipped over the canal during the coming season if the tolls are increased. It should be remembered that hay and feed commanded an unusual price, and of the first name article the prairies of Illinois had to be depended for a supply, which is sufficient to indicate its price.

The coal companies have every advantage of the boatmen; they can regulate freights with a rule as imperious as the Czar of Russia. They of course will put freights down just in proportion as the canal company raises tolls.¹⁵⁶

Despite the protests of the boatmen the canal board approved the five-cent increase in the toll on coal on February 13. The boatmen were angered still further on March 11 when a petition from the Boatmen's Benevolent Society requesting the suppression of the illicit liquor traffic along the line of the canal received no comment from the directors. Consequently, a strike was called, but apparently it was of short duration because company officials reported that it merely caused a delay in commencing the coal shipments in March.¹⁵⁷

¹⁵⁵ Rosewann to Gorman and Directors, Jan. 1, 1873, Ltrs. Recd., C & O Co., and *Proceedings of the President and Board of Directors*, M, 94.

¹⁵⁶ *Williamsport Pilot*, Jan. 11, 1873, in Gorman Collection. The increasing militancy of the boatmen was also in part an effort to make up for financial losses sustained in November 1872 when an epidemic had killed many horses and mules along the canal. The epidemic was of such severity that the company estimated that it reduced the total tonnage for the canal by over 20,000 tons that month. *Forty-Fifth Annual Report* (1873), C & O Co., 3. Mulvany to Gorman, Nov. 9 and 16, 1872, Ltrs. Recd., C & O Co., and *Williamsport Pilot*, Dec. 21, 1872, in Gorman Collection.

¹⁵⁷ *Proceedings of the President and Board of Directors*, M, 102, & *Forty-Fifth Annual Report* (1873), C & O Co., 3.

There was relative labor calm on the canal until August 24, 1874, when the boatmen again called a strike at Cumberland, demanding that the current freight rates be raised from \$1.25 to \$1.35 for transporting a ton of coal from Cumberland to Tidewater.¹⁵⁸

The following day a mob of some 200 persons marched to the coal loading wharves and, using threats of violence, prevented the loading of any boats manned by captains who were transporting coal at \$1.25 per ton. The strikers camped on the wharves with rations of “bread and beer” and vowed to poison the mules and injure the crew of any boat that loaded at the lower rate.¹⁵⁹

On August 26 the striking boatmen held a public meeting at Cumberland to consider their grievances, and the principal address was given by Mr. McCardell, the editor of the *Cumberland Times*. The “canallers” took the position that the coal companies could not afford to pay more than the present reduced freight rates—\$1.20 and \$1.25 per ton to Georgetown and Alexandria respectively—and that the boatmen could not afford to carry coal at those rates. Furthermore, the canal company should reduce the toll on coal to 36 cents per ton and give the extra 15 cents to the boatmen instead of to the company bondholders. The boatmen resolved to adhere to their demand that the freight rates should be at the level that was agreed upon in the spring—\$1.35 per ton to Georgetown and \$1.40 to Alexandria. Committees were appointed to provide liaison between the coal mine operators and the boatmen and to address the canal company with a petition to carry out the “McCardell Plan.”¹⁶⁰

Although the strike was called to address the specific grievances of the boatmen, the canal board received word that other factors were involved in the labor unrest. There were indications that some of the coal companies were promoting the strike. There was an over-supply of boats for the coal trade, and the coal companies were embroiled in “considerable competition...with no little cutting and gouging.” The only company that was not involved in the work stoppage was the Borden Coal Company, which agreed to pay the higher freight rate demanded by the boatmen. Thus 9 to 12 of its boats were leaving Cumberland every day unmolested for the trip to Georgetown.¹⁶¹

By September 1 the striking boatmen had increased their numbers by enrolling some 200 captains in a “secret association.” Many of the boatmen of the Maryland Coal Company, who had originally opposed the strike, now were in full support. The boatmen had increased the rates to Williamsport, Shepherdstown, and Antietam, as well as to Georgetown and Alexandria. The canal basins at Cumberland were blocked entirely by boats. However, there was little excitement reported, as the boatmen were “moving about quietly,” but manifesting “a determined spirit to stand firm, and refuse to load, except upon the terms demanded.”¹⁶²

Two days later on September 3 President Gorman received word that the strike was about to be broken. The Consolidation Coal Company had decided the previous day to load its boats at the higher freight rates, and the agent of the New Central Coal Company had been instructed by his firm’s headquarters in New York City to yield to the demands of the “canallers.” However,

¹⁵⁸ Weber to Gorman, Aug. 24, 1874, Ltrs. Recd., C & O Co.

¹⁵⁹ Greene to Gorman, September 14, 1874, Ltrs. Recd., C & O Co. The coal companies appealed to the local authorities to disperse the unruly crowd, but upon consultation with the State’s Attorney, it was decided not to intervene unless there was an overt act of violence. As the few boatmen who were willing to work for the lower freight rate were intimidated quickly into abandoning their boats, there were no such incidents.

¹⁶⁰ Weber to Gorman, August 26, 1874, Ltrs. Recd., C & O Co.

¹⁶¹ *Ibid.*

¹⁶² Weber to Gorman, September 1, 1874, Ltrs. Recd., C & O Co. The “secret association” referred to in this letter is the first reference to the organization of a boatmen’s labor union.

the Maryland, American, Hampshire, Georges' Creek, Blaen Avon, and Atlantic Coal Companies had not indicated a change of position.¹⁶³

When the strike still had not been settled by September 8, President Gorman requested from the various coal companies information relative to their understanding of the stalemate and to the causes, which led up to it. One such reply was given by J. W. Pearce, the Agent of the Maryland Coal Company:

To show how the general public are deceived by the operations of Monopolies, and the "outside appearance of affairs when local Journals familiar with the Causes, either from fear of losing popularity for some pet Candidate for office or other interests; conceal the real evil under the cloak of ignorance of the cause, and only briefly notice the passing event – will you give some space in your valuable paper to this statement, so as to let the people of the State of Maryland understand how one of their great public works is paralyzed by the operations of a ring of Conspirators who are enriching themselves by despoiling the Stock Holders of the Companies they are employed by; and the people, whose public work they abuse. As will appear by reference to the Cumberland papers, "a strike has been in progress for some time among the Boatmen on the Ches & Ohio Canal!"

From this brief notice the Stockholders of Coal Cos. and the public would naturally suppose it originated in a demand of the Boatmen for higher freights. If, however, you will go to the bottom of the trouble you will find it has been 'hatched up & egged on' by the agents or Managers of some of the Coal Cos., in conjunction with a part of the Boat Building interest at Cumberland.

Their object is to keep up a high rate of freight on the Canal, so that they may be enabled to dispose of Boats at enormous prices. In furtherance of this object by maintaining the Freight, they Crowd their lines with more boats than are required to carry their coal; thus depriving their Companies of the advantages of lower rates, and The Boatmen to whom those high-priced Boats are sold of the necessary amount of freighting to enable them at any promised rate, to make money by good running.

When the great 'law of supply and demand' begins to operate in favor of another Company who have been shipping Coal on a *lone business basis*, and who endeavor to have their Coal freighted as *Cheaply* as possible, by telling its Boatmen to buy Boats and supplies at the *lowest* market rates, instead of *forcing* them into paying exorbitant prices, and by giving *steady* employment to large numbers of otherwise unemployed Boatmen, thus largely more than paying their expenses (for while lying idle waiting for their Companies to load them, the expenses are as great as when running) them; in order to bring things back to that happy state where the Coal Cos. shall pay the Boatmen enough to enable them *to lie idle* and thus prosper the Boat business at the expense of the Coal Trade; a few irresponsible & reckless boatmen are employed to get up 'a Strike' and *by force* prevent these men (who are glad to get loads even at lower rates than the 'Ring' proposes) from doing as they see fit with their own labor & property; and so it comes to pass, that in order that a few 'Conspirators' may grow rich, a stoppage of work for weeks is caused; to the injury of the Miners; the Cumberland & Pennsylvania Rail Road—that brings Coal to the Canal—the Boatmen, the Ches & Ohio Canal, the various Coal wharves & schooners engaged in the Trade, and often causing loss & embarrassment to the Coal Companies. Were it not for this forcible interference the principle on which the Maryland Coal Co has been working this season—"Dispatch in loading and unloading for

¹⁶³ Weber to Gorman, September 3, 1874, Ltrs. Recd., C&O Co.

a Concession in freights,' would become general, to the improvement of profits by the Canal Co, the Boatmen and the Coal Cos. For 3 loads per month @ \$1 per Ton for 112 Tons is \$366.00, which would require \$1.50 per Ton to equal it., with only 2 loads per month, and Two loads per month this season, is over the average, in such Companies as have let the Agents put in more Boats than the business required.

There has been much talk and abuse of the Canal Co for not paying dividends on account of being 'a political machine,' the foregoing facts have much to do with its small receipts; for high Freights & Tolls inevitably drive the Coal Trade from the Canal to the Rail Roads.-¹⁶⁴

As the strike wore on, the canal board considered various means to break the stalemate. They considered the passage of an order to prohibit the future navigation of all boats whose owners had been "instrumental in promoting strikes or disaffection among the boatmen." The directors also considered the expansion of the proposed ban to include the boats "owned in whole or in part" by the Cumberland boat builders who had encouraged the unrest. The board apparently gave up these ideas since their enactment would have alienated some of the coal companies on whose trade the canal depended and some of the boat builders on whom the "canallers" relied for the construction, maintenance, and repair of their barges.¹⁶⁵

The devastating impact of the strike on the canal's trade and revenue was assessed by President Gorman at a board meeting on September 10. Had it not been for the work stoppage the tonnage and revenue for August would have exceeded any previous month in the history of the waterway. During the period from August 26–31, the average shipments on the canal per day were 1,394 compared with a pre-strike daily average of 4,925. Thus, the work stoppage had been responsible for the loss of 21,186 tons of trade during the last six days of that month. Gorman concluded by expressing his fears that the frequent recurrence of strikes by the boatmen would not only reduce the revenues of the company but that they would force the coal companies to take their trade to the railroads. Accordingly, he recommended that a committee be appointed to investigate the causes of the strike and to confer with the coal companies concerning an effective solution to the recurring problem.¹⁶⁶

The investigation of the strike by the committee uncovered serious abuses in the system of boating then in operation on the canal, which tended to support the boatmen's position. While the strikes, which drove the canal trade to the railroad, were suicidal to the boatmen, it was found that the "canallers" could not pay their expenses at the \$1.25 freight rate. Accordingly, the boatmen had been taught to believe that (1) higher freight rates were the sole remedy, (2) the coal companies would not accede to the higher freights unless the canal company reduced its tolls, and (3) the canal company, as a semi-political corporation, should eliminate the toll on loaded boats.

The committee concluded that the boatmen's reasons for their financial difficulties were inaccurate. In its report, the members informed the board that the real reason for the plight of the boatmen was the exorbitant cost and the unfair purchase terms of the canal boats. A large proportion of boats on the waterway had been built by local capitalists in Cumberland at an average cost of about \$1,400 each. The usual custom was for the builder to make arrangements with the agent of one of the Allegany County coal companies to take the boat into the company's line (i.e., to

¹⁶⁴ Pearce to Gorman, Sept. 8, 1874, Ltrs. Recd., C & O Co.

¹⁶⁵ Ray to Gorman, Sept. 9, 1874, Ltrs. Recd., C & O Co.

¹⁶⁶ *Proceedings of the President and Board of Directors*, M, 176–77.

transport that company's coal exclusively). The builder would then sell the boat to a "canaller" who was usually poor and unable to pay for the purchase with cash. The builder would advance the sum of \$800 to \$1,200 to the boatman, and this amount was to be repaid in regular installments to be deducted at the end of each trip on the amount paid for freight.

The boatmen were helpless to resist such practices, because they were forced to agree to the terms if they wanted to work. Hence they commenced their work by paying not only a fair value for their boats but also an "extortionate" bonus. Added to these expenses were the cost of their teams and outfits at greatly inflated prices.¹⁶⁷ Thus, the boatmen needed higher freight rates from the coal companies to pay the average trippage costs of \$35 to \$40 and to live. In most cases, it would take the boatmen three or four years of hard labor to pay off their debts if the freight rate was \$1.35 per ton.

Once a boat was paid off, the boatmen were subject to other unfair monopolistic practices. As soon as a boat was paid for, the Cumberland boat builders often had a new one ready to take its place. The agent of the coal company would then remove the old boat from the line so as to make room for the new one for the profits to be derived from it. This practice had continued for so long that there were a large number of boats owned by regular boatmen who were not in the line of any coal company. Those individuals were compelled to obtain loads wherever and from whomever they could or to pay trippage to gain admission back into a line. Thus, there were about 100 boats more than were needed for the coal trade on the waterway.

In the spring of 1874 the Borden Mining Company determined to take advantage of the large pool of "outside" boats by employing a sufficient number of them to carry its coal. The company set down three conditions for this arrangement: (1) to employ a sufficient number of boats to accommodate the trade; (2) to keep the boats in port no longer than 24 hours; and (3) to enable boats to make 3 ½ trips per month without paying trippage.

Some of the boatmen accepted this proposition at a reduced freight rate of \$1.25 per ton, and within a short period all of the coal companies had reduced their rates. This state of affairs continued until August 25 when the boatmen paying trippage found that they could not make a living while the boats not paying trippage were realizing fair profits. It was found that the "outside" boats making 3 ½ trips per month at a freight rate of \$1.25 were producing gross receipts of \$490 per month. On the other hand, the "line" boats, which averaged about 2 ½ trips per month at the same freight rate, were realizing monthly gross receipts of \$350 from which approximately \$75 had to be subtracted for trippage.

The committee concluded its report by urging the canal board to induce the coal companies to break up the system of "middlemen" in the sale of the canal boats. If the boats were furnished at a fair price and the boatmen were given constant employment, the cost of transportation would be reduced and the "canallers" would realize greater profits. At the same time, the committee fully endorsed the company policy of providing police protection to the coal companies during the strike. Furthermore the members supported the strict enforcement of the company rules, which imposed heavy penalties on any person interfering with the loading of a boat or preventing any boat from proceeding on the canal by intimidation or threats of personal violence.¹⁶⁸

¹⁶⁷ The average cost of mules during the 1870s and 1880s varied greatly. Common mules varied from \$25 to \$200 a head or \$250 a pair. A team of four good, experienced mules together with their harnesses sold for prices of up to \$1,400. Such sales were made on terms similar to those on boats. *Baltimore Evening Sun*, Aug. 12, 1937.

¹⁶⁸ *Proceedings of the President and Board of Directors M*, 180–85.

Normal operations on the canal were not resumed until late September when all of the coal companies agreed to pay the \$1.35 freight rate demanded by the Boatmen's Union. Apparently, the last company to agree to the higher rate was the Maryland Coal Company, which had transferred its daily 1,000-ton trade to the railroad shortly after the strike commenced. When the company resumed its shipments on the canal, it reemployed a number of its old boatmen at the increased rate. Then the strikers attempted unsuccessfully to dictate to the company what boats it should employ.¹⁶⁹

The Boatmen's Union continued to harass the movement of those "outside" boats whose owners continued to ship at lower rates, but there were no more reports of violence during the remainder of the boating season.¹⁷⁰

Prior to the opening of navigation on the canal in 1875, the Boatmen's Union met in Cumberland to adopt the freight rates for the year. The rates, which were not to be subject to any fees, bonuses for loading, or drawbacks, were as follows:

To Hancock	\$.50
To Williamsport	.70
To Shepherdstown	.90
To Antietam	.90
To Harpers Ferry	.95
To Knoxville	\$1.00
To Point of Rocks	\$1.05
To Georgetown	\$1.35
To All Points in Washington	\$1.40
To 1 st and 2 nd Boat Yard, Alexandria, Canal	\$1.37
To Four Mile Run	\$1.38
To Alexandria	\$1.40

At the same time, the Boatmen's Union organized itself into a mutual life insurance association and contemplated certain other cooperative ventures for the benefit of the "canallers." The official membership of the union was reported to be 324 with control over 374 boats.¹⁷¹

The Boatmen's Union continued its efforts to intimidate the nonunion boatmen. On the night of January 8 three boats tied up near Lock No. 38 and one boat on the Four-Mile level were burned. Had it not been for the quick arrival of the fire engine from Shepherdstown, the whole fleet of boats lying at Shepherdstown would have caught fire.¹⁷²

During the winter of 1874–1875, the canal company leased the Lynn-owned Potomac Wharf at Cumberland for a period of two years, thus putting it in a position to reduce the exorbitant wharf fees charged by the private wharf owners in that town. Such an action, coupled with earlier efforts to lower wharf charges in Georgetown, would make it possible for the company to reduce soon the cost of transporting coal over the waterway by some 12 cents per ton.¹⁷³

¹⁶⁹ *Ibid*, M, 180.

¹⁷⁰ Brandt to Gorman, Oct. 27, 1874, Ltrs. Recd., C & O Co.

¹⁷¹ *Cumberland Times*, Jan. 23, 1875, in Gorman collection. As there were some 539 boats registered on the canal at this time, the union, according to this report, controlled about 70 percent of the vessels plying the waterway.

¹⁷² McGraw to Gorman, Jan. 9, 1875, Ltrs. Recd, C & O Co.

¹⁷³ *Cumberland Daily News*, Mar. 2, 1875, and *Cumberland Daily Times*, Mar. 20, 1875, in Gorman Collection, and *Forty-Seventh Annual Report* (1875), 19–21.

AVERAGE BOATMEN'S EXPENSES PER DAY
as reported in the *Williamsport Pilot*, Feb 20, 1875

CAPTAIN	\$1.00
STEERSMAN	.83
DRIVER (2 @ 50¢ each)	1.00
BOARD FOR HANDS	2.00
ANIMAL FEED	2.00
ANIMAL SHOEING	.25
LINES	.50
TRIPPAGE	3.50
TOLLS	<u>.40</u>
	\$11.48

COST OF TRANSPORTING ONE TON OF COAL ON
THE CHESAPEAKE & OHIO CANAL 1873-75,
as reported in the *Cumberland Daily Times*, Mar. 20, 1875

TOLLS	\$.510
WHARFAGE AT CUMBERLAND	080
COMMISSION TO AGENTS	.025
FREIGHT RATE (185 MILES)	1.350
WHARFAGE AND HANDLING AT GEORGETOWN	<u>.250</u>
	\$2.215

When navigation resumed in March, members of the Boatmen's Union commenced a series of threats against the nonunion boatmen at the Potomac Wharf. Efforts were made to frighten them from loading their boats by telling them that their mules would be poisoned and that all boats would be prevented from descending below Sharpsburg. Accordingly, the canal company requested that the Mayor of Cumberland authorize the canal's watchman at the wharf to arrest those who were disrupting the operation of the canal.¹⁷⁴

On April 6, 1875, the canal board ordered a general reduction of charges, including toll, wharfage, and freights. This was done in order to maintain its competitive position in the coal trade with the Baltimore & Ohio Railroad and to placate the Boatmen's Union. The toll on coal was reduced by 8 cents to 43 cents per ton, and the freight and wharfage rates were decreased by 10 cents and 2 cents respectively.¹⁷⁵

Boatmen's Union still was not satisfied completely with the financial arrangements for the 1875 boating season. A delegation from the union met with the board on April 13 and proposed a compromise solution to the stalemate. The union members would boat at a freight rate of \$1.25 for the season and rescind their claim of demurrage if the boat owners would reduce trippage fees to a flat rate of \$30 and the canal company would reduce its \$4.08 toll on loaded boats by 50 percent. Next a group of boat owners, headed by Frederick Mertens of Cumberland, met with the board, and after a heated debate, they agreed to the boatmen's demands provided the company would do the same. Accordingly, the directors passed the following resolution:

¹⁷⁴ Tilghman to Gorman, April 1, 1875, Ltrs. Recd., C & O Co.

¹⁷⁵ *Proceedings of the President and Board of Directors*, M, 210-11.

Whereas the Boatmen cannot secure a reduction in their trippage of more than five (5) dollars, and therefore cannot afford to reduce the charges for freight 10 cents per ton, without some relief on the part of the Company.

Therefore, resolved, that so long as the rates for freighting coal to Georgetown shall not exceed \$1.25 per ton, the toll on through boats shall be charged at the rate of \$2.04, each way, and the rate for way coal boats shall be 1 ¼ cents per mile, each way, during the present season of navigation.¹⁷⁶

Although their demands had been met, some of the union members remained embittered. As a result, a series of incidents were perpetrated against the nonunion “canallers” and the property of the canal company. On the night of April 14 the towpath was cut at a point about ¾ mile below Grove’s warehouse on the Antietam Division. It was reported that “depredations of some kind” were being committed every night in the vicinity of Sharpsburg.¹⁷⁷

Several days after the towpath was cut, a boat was stoned near Harpers Ferry, because the captain was transporting coal at “ruinous rates.” In commenting on this incident, the *Williamsport Pilot*, which was supporting the Boatmen’s Union, informed its readers that those boatmen who contracted to transport coal at lower rates deserved no sympathy if their boats were burned. Such independent action was an invitation to the union members “to take more effectual measures” for getting rid of such boats.¹⁷⁸

Some union men attacked the *Kate Prather* captained by Lewis F. Fernsner on the night of April 20 at a point some three miles below Cumberland, breaking the boat’s windows and shutters with stones.¹⁷⁹

On the same evening the *J. Baker* was stoned on the Antietam Division.¹⁸⁰

To find out and prosecute the parties that were perpetrating these incidents, the canal company had its officials scour the countryside for leads and information. Furthermore, the company pressured Washington and Allegany County officials into conducting grand jury investigations into the problem. As a result, four leaders of the Boatmen’s Union—James Hitechew, Taylor Reid, Peter Wolf, and Thomas O’Donnell—were indicted by the grand jury at Cumberland. After a lengthy trial in the Allegany County Circuit Court the four men were convicted on January 24, 1876, of forming a “conspiracy to control the rate of freight on coal transported over the C & O Canal.” When the men were brought up for sentencing two days later, the judge “called attention to the gravity of the offense, and admonished boatmen, coal companies, and all others, that any combination to control prices by which the business of the community” was interrupted was “illegal and contrary to the common law.” However, as this was the first case of its kind to be tried in the county, the magistrate made the penalty as light as possible, imposing a fine of \$25 plus the prosecution costs amounting to \$18.40 on each man.¹⁸¹

There was relative calm among the boatmen on the canal until June 21, 1877, when a group of “canallers” struck again to protest a decrease in the freight rates. A number of boatmen tied up their vessels on the first level west of Seneca where they awaited some redress from their grievances, far from the reach of the coal companies and the canal directors. At the upper end of the line, some 24 boats tied up at Lock No. 74 where they effectively closed the canal to traffic

¹⁷⁶ *Ibid.*, M, 212; Ketchese to Gorman, Apr. 9, 1875, Ltrs. Recd., C & O Co.; and *Cumberland News*, Apr. 17, 1875, in Gorman Collection.

¹⁷⁷ McGraw to Stake, Apr. 15, 1875, Ltrs. Recd., C & O Co.

¹⁷⁸ *Williamsport Pilot*, Apr. 17, 1875, and *Baltimore American*, Apr. 29, 1875, in Gorman Collection.

¹⁷⁹ Tilghman to Gorman, Apr. 21, 1875, Ltrs. Recd., C&O Co.

¹⁸⁰ McGraw to Gorman, May 4, 1875, Ltrs. Recd., C&O Co.

¹⁸¹ *Cumberland Times*, Jan. 26, 1876, in Gorman Collection.

pending a successful resolution of their demands. The strike lasted for two months, during which trade on the canal sank to negligible proportions. The men finally resumed their runs on August 20, but by that time many canal skippers had made arrangements with the railroad for the transportation of their business for the rest of the year.¹⁸²

The canal company records indicate that there was relative calm on the canal in 1878 and 1879. In April of the latter year a petition signed by numerous boatmen was presented to the directors, asking that the charge for trimming boats at the company wharves in Cumberland be reduced from \$1.35 to 75 cents per boat. A cursory review of the board's proceedings indicates that no action was taken on the requests and that no overt incidents resulted.¹⁸³

The financial distress of the boatmen led to another two-month strike beginning in late June of 1880. The plight of the "canallers" was the result of the general nationwide business depression and the consequent deflationary tendency of coal prices. The price of a ton of coal on board vessels at Georgetown, which had been \$4.65 in 1872, had fallen to \$2.60 by 1879. Because of this decline the amount paid for transporting a ton of coal from Cumberland to Georgetown and placing it on board a vessel at the latter port had fallen also from \$2.24 in 1872 to \$1.35 in 1879. The breakdown of these latter figures shows the desperate situation in which the boatmen were trapped:

	1872	1879
Received by boatmen	\$1.35	\$.75
Wharfage at Cumberland and Georgetown	.43	.04
Transfer fees at Georgetown	.00	.20
Canal company tolls	.46	.36
	\$2.24	\$1.35

The 1879 rates provided neither the boatmen, the wharf owners, nor the canal company with adequate revenue, but little could be done to increase them so long as the value of coal on board vessels at Georgetown remained less than \$3 per ton.¹⁸⁴

The eight-week strike, which extended from late June to late August, had a serious impact on the revenues of the canal company. The average weekly coal tonnage carried on the canal during the two months prior to the strike was 21,374 tons, while the average weekly tonnage during the strike was 13,870 tons. It was estimated that the strike resulted in a loss of some 75,000 tons of coal and some \$45,000 in revenues to the company.¹⁸⁵

The strike not only hurt the company's financial condition, but it also led to serious rioting at Sharpsburg landing, Williamsport and Millstone Point in July and August. Boats were stoned at these three localities, and other acts of violence were perpetrated in an effort to disrupt the entire navigation on the waterway. The company requested that the Washington County Commissioners send all available "sheriffs, detectives, and agents" to the three locations to investigate and to suppress the violence. In September the County Commissioners reported that the total cost of its anti riot operations had cost more than \$3,000. At the request of the State's Attorney for Washington County the canal company reimbursed the County Commissioners for \$1,000 of this sum.¹⁸⁶

¹⁸² *Fiftieth Annual Report* (1878). C & O Co., 3, 6; *Proceedings of the President and Board of Directors*, N, 4; and Stanhope to Gorman July 1, 1877, Ltrs. Recd., C & O Co.

¹⁸³ *Proceedings of the President and Board of Directors*, N, 81.

¹⁸⁴ *Fifty-First Annual Report* (1879), C & O Co. p.12, and *Fifty-Second Annual Report* (1880), C & O Co., .7.

¹⁸⁵ *Proceedings of the President and Board of Directors* N, .117–19.

¹⁸⁶ *Ibid*, N, 120–121.

No boatmen's strikes occurred on the canal during the remainder of the 1880s—a decade marked by trade stagnation, financial depression and physical deterioration of the canal company and the waterway itself. In fact, there appears to have been little union activity among the boatmen during this period. The one exception took place in February 1883 when a petition signed by ten boatmen at Williamsport was sent to the board requesting a redress of six grievances.¹⁸⁷

The six demands were as follows: (1) the reduction of trimming rates for loaded boats at Cumberland from \$1.30 to 75 cents, (2) the cleaning out of regular trying-up places and the planting of posts along the canal so that boats could tie up at night on the berm bank; (3) the enforcement of a Sunday law that would compel all boats to tie up at 12 o'clock midnight on Saturday; (4) the clearing-out of the basin at Cumberland that led from the Basin Wharf to the main stem of the canal so that boats could navigate that course; (5) the reduction of tolls and wharfage from 55 cents to 45 cents; and (6) the removal of the Baltimore & Ohio Railroad treating from the towpath between Locks Nos. 73 -75. The canal directors responded to the petition by promising to reduce tolls and wharfage fees at Cumberland to 40 cents per ton on coal and to decrease the cost of terminal facilities at Georgetown by 10 cents, but took no other action.¹⁸⁸

G. FEED AND GROCERY STORES

The boatmen on the canal required large quantities of staples, groceries, and vegetables for themselves, their families, and their hired hands. Among the items that the boatmen needed were flour, sugar, coffee, smoked meats, dry salt belly, and bread. The "canallers" also were in need of large amounts of hay, feed, and provender for their mules employed on the waterway. The mules consumed an annual minimum of 25,000 barrels of corn, 3,840 bushels of oats, and several thousand tons of hay at a cost of some \$60,000.¹⁸⁹

Up until 1850s the boatmen generally purchased their food and feed in Georgetown or Cumberland before beginning their journey. Along the way, they would procure additional supplies in the small towns adjacent to the canal. Often they would buy vegetables from the lockkeepers, some of whom raised large gardens, and local farmers would sell the boatmen hay and feed.

By the late 1850s, however, the canal board had received numerous applications for permission to erect feed and grocery stores along the canal to accommodate the growing trade. Recognizing the need for such stores, the board on September 3, 1858, authorized the Engineer and General Superintendent to permit the construction of such stores where they were needed along the line of the canal. The following conditions were to be made a part of any agreement to construct such stores: (1) the ground rent was to be at least \$12 per year; (2) no intoxicating beverages could be sold; (3) the businesses were not to interfere with the navigation of the canal; and (4) the company could revoke the privileges granted upon 30 days' notice.¹⁹⁰

During the next three decades at least 27 grocery and feed stores were built along the line of the canal. Most of them were built in the decade after the Civil War. The location, type, proprietor, and date of these stores were as follows:

Lock No. 6—On December 4, 1873, permission was granted to Levin B. Stine to erect a feed store.

¹⁸⁷ The boatmen who signed the document were E. P. Steffey, George W. McCardell, E. Donnelly, J. Morrison, W. C. McCardell, William Kimble, M. Stitzel, Henry Singer, H. C. Ardinger, and Victor Cushwa.

¹⁸⁸ Proceedings of the President and Board of Directors, N, 208–09.

¹⁸⁹ *Williamsport Pilot*, Feb. 8, 1873, in Gorman Collection.

¹⁹⁰ Proceedings of the President and Board of Directors, K, 61–62.

Lock No. 10—On February 13, 1873, permission was granted to Mikeal Q. McQuade to lease 60 feet of ground to build a provision and feed store.

Lock No. 13—Prior to August 1871, permission had been given to David Lorence to build a feed store. In that month his request to lease for ten years a plot of ground, 12 x 30 ft. for the purpose of enlarging his store was rejected.

Seven Locks—On December 4, 1873, permission was granted to Mrs. M. A. Douglas to rent land at the rate of \$36 per year to build a feed store and to raise a large garden.

Lock No. 20—On June 24, 1851, the board authorized the General Superintendent to rent the Ball Room at Crommelin House for the use of the company in return for allowing Daniel Collins, the tender at Locks Nos. 19 and 20, to operate a grocery store in the building.

Lock No. 20—On October 12, 1869, Howard A. Garrett was granted permission to erect a feed store on the towpath side of the canal and to lease a plot of ground (50 x 28 feet and 16 feet from the lock wall) for ten years at an annual rent of \$20. The lease was renewed at least once, because the Montgomery County Circuit Court records indicate that Garrett was still operating feed and provision store as late as 1887.

Lock No. 22—On March 9, 1870, permission was granted to George S. Garrett to build a feed store at the annual rent of \$36. Some time later, the building was destroyed. Accordingly, he applied for and received permission on May 9, 1871, to build a new hay and feed store (20 x 24 feet) between the flume and the lock on the berm side of the canal.

Guard Lock No 2.—On December 8, 1870, permission was granted to John R. Connell to erect a feed store on the towpath near the guard lock. Connell operated the store for approximately one year and then vacated the premises. By May 1873 the store was vacant, and he was refusing to pay rent. On May 6 of that year, another contract was signed whereby Connell was permitted to build a new feed and supply store between Guard Lock No. 2 and Lock No. 23. The lease was for six years at an annual rental of \$40.

Lock No. 23—On August 9, 1883, H. C. Ashly requested permission to build a store on the berm side of the canal at the lock, but there is no record of any action made relative to the request.

Lock No. 24—On January 7, 1873, E. M. Lowe was granted permission for the lease of land at the Seneca Lock for a feed store. Apparently, he moved a building from the Virginia side of the river and reconstructed it on the towpath side of the canal.

Edward's Ferry—On May 12, 1864, McVeirs and William Jones, Jr., were given permission to build a storehouse on the berm side of the canal near Edwards Ferry for the purpose of "vending food etc. to boatmen." The rent was to be \$24 per year.

Edward's Ferry—Apparently, another store was being operated at Edward's Ferry prior to May 15, 1865, because on that date, Flitchall and Williams were permitted to build a porch on their store for an annual rent of \$6.

Lock No. 25—On January 1, 1872, permission was granted to George W. Spates to lease a parcel of land on the berm side of Lock No. 25 (Frontage 25 feet and running back 36 feet) for the purpose of erecting a grocery and feed store. The lease was for ten years at \$36 per year. On April 30, 1874, Spates assigned his lease to George C. Fisher, and in the Spring of 1876 the canal board approved another transfer of the lease to E. E. Jarboe.

Conrad's Ferry—On December 17, 1863, Daniel L. White was given permission to build a storehouse on the berm side of the canal at Conrad's Ferry at an annual rent of \$12.

Lock No. 27—On June 15, 1866, M. Kindle was granted permission to build a grocery and feed store near the lock for an annual rent of \$36.

Lock No. 28—On July 7, 1864, Greenbury Foot was given permission to erect a small building near the lock at an annual rent of \$12.

Lock No. 29—On March 24, 1864, M. E. Alexander was given permission to build a storehouse on the berm side of the canal near the lock at a yearly rental of \$12. The purpose of the store was to sell feed and provisions to the boatmen. On May 15, 1865, Alexander requested and received permission to sell groceries at his store. The board authorized John H. Rench on December 10, 1869, to build a second feed store on the company ground at the lock for an annual rental fee of \$36.

Lock No. 30—On September 24, 1863, Mortimer Osborn was granted permission to put up a counter and shelves in a room at the lock house at Berlin for the purpose of selling dry goods and groceries. The privilege was to be for one year at an annual rental of \$150 of which \$100 was to be applied to his pay as lockkeeper.

Lock No. 33—On March 4, 1859, William Walsh requested permission to erect a feed store on a vacant piece of ground near the lock. Apparently, this store was later built above the flume of the lock.

Lock No. 37—Prior to December 1876, Joseph Lewis had operated a store on the berm side of the lock. In that month he requested that the lease be extended for five additional years. As his grocery business had been interfered with by the peddling and sale of produce on the towpath, he requested that his lease cover control of the towpath for marketing purposes.

Lock No. 39—On February 7, 1866, John J. Norman was granted permission to build a bakery and feed store at the lock for an annual rental fee of \$36.

Lock No. 41—Prior to May 1, 1877, Charles Dellinger operated a stone storehouse and adjoining frame hay shed fronting on the lock. On this date, the lease was transferred to Daniel, his son, as he had died recently.

Williamsport—On January 11, 1866, Shoop and Leferre were granted permission to build a storehouse at Williamsport for an annual rental of \$36. The following month on February 7 Franc Sharpless was given permission to build a store at Lock No. 44.

Lock No. 46—On August 10, 1865, F. W. Kindle was authorized to build a feed and grocery store. The lease was for ten years at an annual rent of \$36.

Lock No. 50—On August 10, 1865, William J. Hassett was granted permission to build a feed store. The lease was for ten years at an annual rent of \$36.

Lock No. 51—On March 8, 1866, Theophiles Barnett was permitted to construct a feed and grocery store at an annual rental fee of \$36.

Lock No. 52—On April 12, 1865, A. B. Tancy was granted permission to erect a store for “vending groceries and feed” at an annual rental fee of \$36.

Dam No. 6—On December 14, 1865, Adam Faith was permitted to build a feed store at an annual rental of \$36.

Oldtown—Apparently, John Wilson was granted permission to erect a feed store “on the eastern side of the bridge and the berm bank of the canal at Oldtown” after March 3, 1859.¹⁹¹

In addition to the feed stores that were built along the canal to cater to the boatmen, there were a number of grocery and feed store establishments in Georgetown and Cumberland whose business consisted primarily in meeting the needs of the “canallers.” By 1860, there were 17 flour and feed stores located near the canal in Georgetown, 13 of which were on Water Street and one each on Greene, Cherry, High, and Jefferson Streets. In that same year, there were 7 grocers, whose establishments were situated near the canal. Six of these were on Water Street and one on Market Street.¹⁹²

As the trade of the canal grew so did the number of businesses in Georgetown that catered to the needs of the boatmen. By 1872 the number of flour and feed stores in the vicinity of the waterway had been consolidated into 7 principal establishments for the trade of the boatmen:

E. M. Cropley & Co.,	184 Bridge Street
James H. Foster,	22 Bridge Street
William H. Gaskins,	5 High Street
J. Jackson and Bro.,	110 High Street
J. T. Lee & Co.,	Bridge near Greene
S. B. Lyddane,	140 High Street
D. F. Robinson,	78 Water Street

At the same time, the number of grocery stores near the line of the canal had increased to some 13:

¹⁹¹ *Ibid.*, K, 90, 93, 327, 351, 361, 370, 373–374, 380, 385, 393, 406, 416, 421, 425–426, 441–442, 458–459, 464, 469, 475–476, 480, 498, L, 207, 248, 289, 382–383, 430, 445, M, 84, 88, 134, N, 141, 224; Garrett to President and Directors, March 9, 1870, Garrett to Clarke, May 9, 1872, McQuade to Board of Directors, Jan. 6, 1873, Maus to Gorman, May 16, 1873, Bickler to Gorman, July 30, 1874, Jarboe to President and Directors, April 23, 1876, Lewis to Gorman, Dec. 12, 1876, Dellinger to Gorman May 1, 1877, and Douglas to Gorman, May 1, 1877, Ltrs. Recd., C & O Co., and Montgomery County Circuit Court, 61, Land Record, Liber., E.B.P., 9, 367–368, 63, Land Record, Liber., E.B.P., 11, 44, and 94 Land Record, Liber, JA-6, 141.

¹⁹² *Boyd's Washington and Georgetown Directory* (Washington 1860), 189–92.

Henry Artz,	4 Market Street
A. H. Bradt,	Canal Street near Potomac Aqueduct
Buckley and Lyons,	30 Water Street
George M. Godey,	High and Beall
James Hartigan,	42 Water Street
John S. Hill,	83 Greene Street
Lewis and Leetch,	13 Water Street
E. T. Lyddane,	64 Market Street
M. McNally,	48 Water Street
Daniel O'Leary,	128 Water Street
B. F. Riley,	115 High Street
John H. Sis,	79 High Street
Somers & Smith	97 Water Street ¹⁹³

In the latter years of the operation of the canal as an independent entity, the number of the businesses in Georgetown catering to the boatmen declined along with the commerce on the waterway. Among the most important grocers to the “canallers” during this period were:

S. Cropley's Sons	Bridge Street and Market Space
A. H. Bradt,	On the Canal near the Coal Elevators
William A. Offutt and Brother,	Bridge and High
E. T. Lyddane,	115 High Street
John Lyddane	High and First

During this latter period the principal businesses near the canal that supplied the boatmen with feed were:

George W. Darby,	221 Bridge Street
Darby & Johnson,	Bridge and Montgomery
John Dugan & Bros.,	Bridge and Market
David B. Jackson,	110 High Street
William H. Lee,	48 Bridge Street
Edward Lyddane	81 Water Street
Thomas Woodward,	35 Jefferson Street ¹⁹⁴

During the 1870s and 1880s, there were a number of business establishments near the Cumberland basin where the boatmen purchased most of their groceries, provisions, and feed. Groceries and staples were generally purchased at:

Thomas Connell,	122 Wineow Street
William T. Coulehan,	40 Wineow Street
Arthur Dawson,	64 Wineow Street
T. Morris,	116 Wineow Street
William Murphy,	176 Wineow Street
John McGinnis,	123 Wineow Street

¹⁹³ Boyd's *Business Directory of the Cities of Alexandria, Georgetown, and Washington* (Washington, 1872), 50–52.

¹⁹⁴ T. H. S. Boyd, *The History of Montgomery County, Maryland* (Clarksburg, 1879), 145–57 and Boyd's *Directory of the District of Columbia* (Washington, D.C., 1880), 57–58.

Feed and hay were usually procured at:

John J. Humbird,	41 North Center Street
Smouse & Wilson,	77 North Center Street
John W. Willison,	7 Glenn Street
William T. Coulehan,	40 Wineow Street ¹⁹⁵

H. HAILING PLACE OF BOATMEN

The hailing place of the boatmen refers to the locality in which they maintained a residence. The “canallers” wintered at their homes, but sometimes wives and children lived there year-around. According to the canal company register of 1851, in which the homes of all the boatmen were listed for the first time, the majority of the “canallers” lived in Cumberland, Georgetown, Williamsport, Alexandria, and New York. The statistical breakdown for the 223 boatmen that registered their vessels that year is as follows:

Alexandria	14
Antietam	6
Baltimore	1
Barry	1
Bay State	1
Berlin	3
Big Pool	1
Boston	4
Brooklyn	1
Catoctin	1
Cedar Grove	1
Cedar Point	1
Chaney’s Neck	2
Conrad’s Ferry	1
Cumberland	41
Dam No. 3	2
Dam No. 4	3
Edwards Ferry	4
Falling Waters	1
Georgetown	30
Glenily	1
Goose Creek	3
Hancock	8
Harpers Ferry	5
High Rocks	1
Hock Hill	1
Honey Wood	1
Horse Pen	1
Jefferson County	2

¹⁹⁵ *Cumberland City Directory, Local Guide, and Business Mirror* (Cumberland, 1873), 32, 57; *Directory of Cumberland and Allegany County* (Cumberland, 1890) 176–177; and *Baltimore Evening Sun*, August 10, 1937.

Knoxville	3
Leesburg	2
Maryland	1
Mercerville	5
Miller's Basin	2
Millstone Point	1
Monocacy	2
Mount View	1
New York	14
Noland's Ferry	2
North Bend	2
Point of Rocks	1
Potomac Mills	1
Quarter Branch	1
Rochester	1
Seneca	2
Sharpsburg	1
Sharpsburg Landing	1
Shepherdstown	7
Spring Mill	3
Springland	1
Washington	8
Weverton	2
Williamsport	17 ¹⁹⁶

The years 1873–74 are the last for which there are available company records listing the hailing places of the boatmen. By this time there were 539 “canallers” operating vessels on the waterway.

Trade on the canal had nearly reached its zenith by this time for the nationwide depression hit the waterway in 1876, and the commerce never again reached the totals of the early 1870s. In 1873–74 the majority of the boatmen lived in Cumberland, Williamsport, Sharpsburg, Maryland, New York, Bakersville and Hancock. A statistical breakdown of the hailing places of the boatmen in those years was as follows:

Cumberland	162	Knoxville	3
Williamsport	49	Antietam	3
Sharpsburg	49	White's Ferry	3
New York	36	Sandy Hook	2
Maryland	27	Berlin	2
Bakersville	26	Point of Rocks	2
Hancock	26	Frederick County	2
Washington County	19	Monocacy	2
Shepherdstown	13	Edward's Ferry	1
Clear Spring	10	Dam No. 4	1
Seneca	10	Hall Town, Va.	1
Georgetown	9	Dam No. 5	1
Four Locks	9	Fair View, Md	1
Alexandria	8	Gainesville, Va.	1

¹⁹⁶ Record of Boat Registrations, 1851–1874, C&O Co.

Harpers Ferry	8	Boonsboro	1
Millstone Point	7	Allegany County	1
McCoy's Ferry	6	Oldtown	1
Cherry Run	5	Jefferson County	1
Weverton	5	Pennsylvania	1
Washington	5	Unknown or living on boats	20 ¹⁹⁷

I. RACIAL DISCRIMINATION AGAINST BLACK BOAT MASTERS

Although blacks had served as deck hands on canal boats since the canal had been opened to navigation, the issue of blacks as boat captains did not arise until 1856. Apparently, several blacks either attempted to purchase boats or were hired by the owners of large fleets of vessels to be captains of several barges in that year. Upon the complaint of some white boatmen and local residents along the waterway, the directors requested the legal opinion of the company counsel, W. S. Cox as to the “competency of the Board to limit or prohibit the employment of free Negroes or slaves upon the canal as masters of boats.” In his report on November 7, Cox responded that according to his understanding of Maryland statute law there were no applicable acts relative to the question of blacks as masters of boats. Accordingly, the board approved a measure on December 10 requiring that all boats navigating the canal after January 1, 1857, have “at least one white person above the age of 18 years, who shall act as master.”¹⁹⁸

Although a formal declaration by the board abrogating the racial ban against black barge masters could not be found, there was some relaxation of the policy in the post-Civil War Era. Undoubtedly, the change was a direct result of the outcome of the national conflict and the subsequent adoption of the thirteenth and fourteenth amendments to the Constitution. However, it is interesting to note that no blacks were enrolled as barge captains on the company boat registers until January 1878, 1st. In that year, four blacks were listed in that category as follows:

CAPTAIN	BOAT NAME	BOAT OWNER	EMPLOYER
Louis Roberson	Viola H. Weir	John T. Dixon	New Central Coal
Wilson Middleton	Dr. F. N. Davis	T. H. Davis	New Central Coal
Kirk Fields	John W. Carder	Frank Darkey	Hampshire Coal
J. M. Johnson	John Sammon	Michael Ouigley	Maryland Coal ¹⁹⁹

J. RELIGION ON THE TOWPATH

Although there probably were a number of mission efforts directed toward the canal boatmen by various religious societies and institutions along the canal, three such endeavors are deserving of note. They are the establishment of Grace Episcopal Church in Georgetown in 1855, the holding of Sunday School services in Cumberland in the 1880s, and the opening of the Mission on the Towpath just above the Potomac Aqueduct in 1894.

1. Grace Episcopal Church

¹⁹⁷ *Ibid.*

¹⁹⁸ *Proceedings of the President and Board of Directors* I, 303, 319. It is interesting to note that this issue arose on the canal about the same time that the controversial and much heralded Dred Scott Case was before the United States Supreme Court.

¹⁹⁹ Register of Boats Employed on the Canal, January 1, 1878, C & O Co.

In 1855 three members of the vestry of St. John's Episcopal in Georgetown, Messrs. Thomas, Rittenhouse, and Ridgely, became interested in starting a mission for the numerous sailors and canal boatmen who frequented the Georgetown waterfront. Through their efforts and at their personal expense, a small frame church was built on what is now Wisconsin Avenue below M Street. Rev Henderson Suter, later the rector of Christ Church at Alexandria, established a Sunday School in connection with the mission, and regular services were held there with the assistance of several students from the Virginia Theological Seminary at Alexandria. One of the students, who was the son of the former rector at St. John's, was largely responsible for the growth of the congregation. Henry D. Cooke, a one-time vestryman at St. John's and a wealthy member of the banking firm of Jay Cooke & Company, soon became interested in the work of the mission. In 1865 he bought two lots on Brickyard Hill (presently 1041 Wisconsin Avenue) and made possible the construction and furnishing of the present church edifice with a personal donation of \$25,000. For some years all of the operating expenses of the mission were borne by St. John's. Later the work was taken over by Christ Church, Georgetown, and eventually Grace Episcopal Church became an independent parish.²⁰⁰

2. American Sunday School Union

In the late 1880s, the canal company granted a permit to the American Sunday School Union to hold Sabbath classes on an abandoned boat near Cumberland. The classes were taught by a local woman, and both adults and children were welcome. Attendance averaged about 35 per week. It is likely that similar classes were held in many of the towns along the canal for the benefit of the "canalllers."²⁰¹

3. Mission on the Towpath

The Mission On The Towpath was established in 1874 by Mrs. S. E. Safford for canal men and their families about ¼ mile above the Potomac Aqueduct. The mission was located in a low, one-story brick building "almost under the eaves of the Independent Ice Company" that had served originally as the office of the Foxhall Foundry. Here the boatmen's children were taught to read and write, and the adults were instructed in industrial arts and assisted in locating temporary housing in winter when the canal was closed to navigation. Sometime after 1905 the mission was moved to another building on the old Foxhall Foundry site. In December 1913, the mission was closed, due in part to the reduced number of boats operating on the waterway.²⁰²

K. CANAL SONGS

Although most of the boatmen's songs were never written down or collected, the words of several tunes appeared in an article in the *Baltimore Evening Sun* of August 13, 1937. In the article Lee McCardell, the writer, interviewed a number of former boatmen, canal employees, and valley inhabitants during the sesquicentennial celebration at Cumberland.

²⁰⁰ *One Hundred and Fifty years in the Life of St. John's Church, Georgetown* (Washington, D.C., 1946), 143; Mary Mitchell, *Divided Town* (Barre, 1968), 139; *Washington Evening Star*, October 14, 1870; and Rose Trexler Mitchell, comp., *Parish Register of Grace Protestant Episcopal Church, Georgetown, D.C., 1863–1900* 1963, iv–v.

²⁰¹ Misc. Mss., C & O Co.

²⁰² *Washington Evening Star*, July 11, 1905, and Thomas F. Hahn, *Towpath Guide to the Chesapeake & Ohio Canal*, Section One (Rev. ed., York 1974), 18.

One of the songs noted in the article was a three-verse ditty that Sam Graham, the captain of the *Rufus Stride*, had composed on his numerous journeys along the waterway. The last two lines of each verse were dedicated to his mule team, which usually had been driven by one of his three sons—Jake, Ben, or Charlie the words of the song were as follows:

Comin' down the Big Pool,
Water mighty wide,
Pitch out your Quarter
To see the cat fly;
Captain, Captain,
A quarter mighty small,
Pitch out your pocketbook
Manifest an' all!
An' a ram-jam now,
Git alon, Old Bones!

I come down to Williamsport,
Seven o'clock at night,
And the first word I heerd
Was a 'what boat's that?'
A left foot an' lousy
Just gettin' fat . . .
(Editor's Note-Censored!
We can't print that)
An' a ram-jam now,
Git along, Old Bones!

I come down the Log Wall
An' give a mighty yell.
The hames ketched a fire
an' the driver ketched hell.
The captain played the fiddle
An' the steersman played the flute.
An' the cook poured coffee
In the Old Man's boot!
An' a ram-jam now
Git alon, Old Bones!

One of the most popular songs among the boatmen was the jingle "Johnny Howard," a ballad about a young canal hand who was hung on St. Patrick's Day for the brutal murder of his boat captain at the Oldtown Cut. The words of this doleful tune, of which only a few were still in the memory of the boatmen that McCardell interviewed, were as follows:

Johnny Howard

His name was Johnny Howard
And a nice young man was he,
he boated on the water
For many a night and day . . .

(One night at the Oldtown Cut the captain
came on deck with a hatchet in his hand and announced)
Johnny, before I take water,
One of us must die . . .

(Whereupon Johnny picked up a spreader stick and
laid the captain low. He was scared but a black hand
driving the mules reassured him:)

The Negro said, Johnny, You
need not run away,
For I will swear it self-defense
Upon that fatal day.

One other song is mentioned in the article by McCardell. The ballad had four verses but the words to only one stanza were given:

I've waded through many a valley
I've traveled the tall mountain hill,
But there's nothing my spirit can rally
Like the breadth of old Sideling Hill.²⁰³

L. STORIES AND REMINISCENCES OF CANAL DAYS

There are a number of sources of colorful stories about life along the canal during its operating period as well as reminiscences about canal days by former canal employees and boatmen. Among the most interesting and entertaining sources are:

1. There are a series of taped conversations with 14 former boatmen and canal employees on file at the Harpers Ferry Training Center and at the Chesapeake & Ohio Canal National Historical Park Headquarters.
2. The only recorded manuscript of a journey on the waterway during the canal's operating period was written by an anonymous unemployed New England man who served on the crew of a barge on a round-trip voyage from Cumberland to Alexandria and return in 1859. About thirty years later, he wrote his memories of the voyage. The anonymous manuscript reached the City Library Association of Springfield, Massachusetts, at an unknown date, and in 1923, it was given to the Library of Congress. The manuscript was first edited by Ella E. Clark and published in the *Maryland Historic Magazine*, in June 1960, and in 1975 it was reprinted as a booklet under the title *Life on the Chesapeake & Ohio Canal 1859* edited by Ella E. Clark and Thomas F. Hahn.
3. A number of colorful stories about the persons associated with the canal as well as its operation are found in George Hooper Wolfe, who worked as a hand on a boat crew in his youth during the waning years of the canal's operation, relates some of the most interesting occurrences, tales, and legends that are associated with life along the canal.

²⁰³ *Baltimore Evening Sun*, August 13, 1937.

4. Sprinkled throughout the *Towpath Guide to the Chesapeake & Ohio Canal* by Thomas F. Hahn are numerous stories of fiction and fact concerning life along the canal during its operating period.

5. In the *Baltimore Evening Sun* of August 10–12, 1937, there are two extensive interviews with Captain Charlie (Scott) Eaton of Cumberland and Captain Denton (Dent) Shupp of Williamsport. Both of these interviews by Lee McCardell consist of rambling reminiscences concerning the boatmen's and lock keeper's lives along the waterway.

APPENDIX A

CA. OCT. 1828

SPECIFICATION OF A LOCK KEEPERS HOUSE

MASONRY—The building to be of stone and to be 30 x 18 feet over the walls, with a cellar under the kitchen part 6 feet in the clear, with a floor of earth, the walls to be 22 inches thick, and have a projection on the outside of 6 inches all round, and at least one course of stone high the cellar door to have stone steps, and a locust frame with grooves to receive the doors, which are to have substantial strap hinges and be fastened in the usual way with a padlock; there will be a window on each side consisting of a single sash each of 10 x 12 glass & 3 lights in width, each to shut in an oaken frame, the sash, to have hinges, to open upwards.

PRINCIPAL STORY—The floor to be 2 feet above the surface of ground; the walls to be 20 inches thick, and that part not over the cellar to have a footing of stone all around of 6 inches more, one course of stone high, the space between the ground and the bottom of floor to have 3 slits in each side, 9 x 4 inches, to be covered with perforated iron or copper plates, to exclude vermin, and admit air, under the end where there is no cellar: the height in the clear of the story to be 8 feet between floor & ceiling.

ATTIC STORY—The walls to be 18 inches thick and three feet high from the top of floor to the square: The peak of the roof to be 6 feet above side walls: The stone to be laid in clay mortar excepting 3 inches on the outside of the walls above ground and the inside of the cellar which 3 inches is to be good lime mortar and well pointed.

CHIMNEY STALK—To be begun as near the surface of the ground as a good foundation can be obtained, one side to be supported by the cross wall of cellar, the foundation to be of stone 8 x 4 feet to top of arch of oven where it will be 6 x 4 feet the stalk may be of brick or stone; if built of stone, the openings of the fireplaces, the insides of the flues, & the oven should be of brick; and the top above the roof should be hammered; or built of hard bricks, and good mortar: the kitchen flue to be 18 x 12 and that of the parlor 12 x 12 inches after they are plastered. The outside doors to have stone sills, and stone steps; the window sills should be of stone, or locust painted and sanded. All the lintels of the doors & windows are to be of stone.

CARPENTER WORK—Joists of first floor to be 3 x 9 inches: of 2d floor 3 x 8 inches. Floors, to be of 1 ¼ heart pine planed and tongued and grooved. Doors to be of 1 ¼ heart pine not to exceed 6 inches in width to be battened and fastened with wrought nails the outside doors, to have jamb casings of 2 inch heart pine, let into the sills and framed at the top the outside doors to have substantial strap hinges put on with screws, the front door to have a good stock lock, and the kitchen door an inside bolt, the parlor door to be furnished with a good 7 inch nob lock, all the rest of the doors to have thumb latches.

Windows Those in the principal story to have 10 x 12 glass, those in the upper story to have 8 x 10 glass: The casings to be 1 ¼ inch yellow pine plank.

A sash of 10 x 12 glass is to be put over the front door to light the entry.

ROOF—To have 10 pairs of rafters, 4 inches deep at top and 6 inches at lower end and three inches thick to be framed together at top and be secured by a brace at a point on the rafter that will afford a clear head way of 6 feet 4 inches in the attic story; the horizontal slope of foot of rafters to project 6 inches over the face of the wall & to have a plansier or casing, spiked to them, to extend to face of wall, the shingles to project 4 inches over that, making in all 10 inches of projection; the lower ends of rafters to be notched into a wall plate, and spiked to it; said wall plate to be 4 inches thick, and spiked to pieces of 3 x 4 scantling; built angling into top of wall, a rafter of 1 ½ inch plank to be built in the center of gables to project like the others: Sheeting, to be ¾ boards, laid close, the shingles to be cypress, of good quality 18 inches long, & to show 5 ½ inches to the weather & not less than 4 inches wide [here a word is missing due to torn ms., but it is probably] and 5/8 thick.

CARPENTER WORK OF INSIDE—The inside doors to have plain jamb casings; the washboards and surface to be plain, only single beaded; the mantle pieces to have plain pilasters, and moldings to support the shelf: The spaces to the right & left of front entry to have stud partitions, the space between chimney stalk & back wall to have a two inch plank partition, the space between the fireplace and door of stairway to be stud partition the stair to be plain with a nosing. The partition separating the rooms in attic story, to be 1 ½ inch plank: The small closet to be finished in a plain manner.

PLASTERING—The ceilings, and stud partitions, to be lathed and those, as well as the walls to be finished with three coats of good lime mortar, made with glue and proper proportions of good clean sand.

APPENDIX B

CA. OCT. 1828

ESTIMATE OF THE EXPENSE OF A LOCKKEEPERS HOUSE

Stone and Brick			
60	Cubic yards digging in foundation	@ \$.20 per yd.	12.00
124	Perches stone laid in clay, 3 inches in lime mortar	@ \$ 2.50 per p.	310.00
4000	Bricks of good quality laid in lime mortar	@ \$10.00 per m.	40.00
60	Running feet blue stone in steps, lintels & sills	@ \$.25 per ft.	15.00
Lumber			
3250	Feet common white pine plank	@ \$.50 per 100 ft.	48.75
1822	Feet 4/5 hart pine	@ \$ 2.75 per m.	50.18
4000	Shingles	@ \$10.00 per m.	40.00
150	Pounds of nails	@ \$.08	12.00
	Hardware		17.62
Workmanship			
8	Squares flooring including laying joists roof	A 4.00 per s.	32.00
	Roof		32.56
6	Doors at 3.75 = \$22.50 + 2 mantle pieces at \$8		30.50
330	Feet washboard & surface a 4¢ = \$13.20 + stair at \$11		24.20
150	Feet partitions at 5¢ = \$7.50 + Closet at \$6.00		13.50
7	Windows = \$42 + cellar door and frames at \$7.50		49.50
	Plastering on walls	A 22¢ per yd.	32.50
	Plastering on laths	A 30¢ per yd.	34.80
	Painting		30.00
	Crane for fireplace		<u>3.50</u>
			\$828.46

Drawings and other Records Concerning Construction, C & O Co.

APPENDIX C

FEBRUARY 10, 1836

SPECIFICATION FOR A LOCK-KEEPERS HOUSE (30 BY 18 FEET)
TO BE ERECTED ON THE LINE OF THE CHESAPEAKE & OHIO CANAL.

MASONRY—The building to be of brick or stone, at the option of the contractor.

CELLAR—There will be a cellar under the whole house, six feet in the clear, with a floor of earth. The cellar walls will be of stone, 22 inches thick, and shall project 2 inches outside of and around the building. The foundation course of these cellar walls shall project 6 inches outside of the 22 inches. The level of the foundation walls shall be at least one foot below the cellar floor. The cellar door shall have some steps, and a locust frame, with substantial strap hinges, and fastened in the usual way with a padlock. There will be two windows in the cellar, one on each side of the house, consisting each of a single six light sash of 8 by 10 glass, shutting in a locust frame, the sash having hinges to open upwards. From the cellar there shall be a good and sufficient drain, protected by an iron grate.

CHIMNEY—The chimney shall be in the middle of the building; its foundation shall be on level with the cellar walls, and may be either brick or stone; no wood shall be used to support the chimney, unless at such distance below the hearths, as shall, in the opinion of the Engineer, be safe from fire. Above the floor of the principal story the chimney shall be of brick.

PRINCIPAL STORY—The principal story will be eight feet in the clear between the floor and ceiling, and its walls will be 14 ¼ inches if of brick and 20 inches if of stone. The walls of the attic story, lengthwise of the building, will be the same thickness as the principal story. The end walls of the attic will only be 9 inches if of brick and 12 inches if of stone. From the top of the chamber floor to the square will be 3 ½ feet. The peak of the roof will be six feet above the side walls. In the clear, between the floor and ceiling of the attic, will be six feet three inches.

ROOMS—There will be two rooms in each story. The washboards and surface will be plain. To each of the two lower rooms, there shall be an outer door; there shall also be a door leading from one to the other of these rooms. There shall be a door for the stairs leading from one story to the other; and also between the two upper rooms.

DOORS—The doors (five in number, exclusive of the cellar door) shall all be plain paneled, each having a Pennsylvania or German lock, with iron handles. The outside doors will have locust sills and locust lintels; they will have jamb casings of two inch heart pine let into the sills, and framed at top; they shall also have substantial strap hinges, put on with screws.

WINDOWS—In the lower story there will be five windows of twelve lights, 10 by 12. In the upper story there will be four windows of nine lights each, 10 by 12, glass. The casings will be of 1 ¼ inch yellow pine plank. The sills and lintels will be of locust.

PLASTERING—The whole interior of the building above the cellar shall be plastered, except the partition separating the two rooms in the attic story, which will be of 1 ½ inch plank. The plaster shall be finished in the most durable manner, with two coats.

STAIRS AND CLOSETS—The stairs will be plain, and of such rise, and tread, and width, as the Engineer may direct. The closets, two in number, one in each of the lower two rooms, will be finished in a plain manner, with battened doors.

FIREPLACES—There will be two fireplaces, one in each of the lower rooms; each having a mantelpiece, with two pilasters; an iron crane shall be put in the kitchen fireplace.

JOISTS—The joists of the first floor shall be three by twelve inches; of the second, three by ten inches; sixteen inches apart, from center to center, of good yellow pine.

FLOORS—The floors are to be 1 ¼ inch heart pine, planed, and tongued and grooved.

ROOF—The roof will have sixteen pairs of rafters, five inches deep at the top, and eight inches deep at the lower end, and three inches thick, framed together at top, and secured by a collar seam at the point that shall give the required height of six feet three inches in the clear in the upper story. The method of securing the foot of the rafters shall be in the most substantial manner, by means of wad plates properly connected with the top of the brick work, of not less than four inches in thickness and nine inches in width. The projection over the wall, and the finish at the foot of the rafters, shall be such as to present a workmanship appearance. The sheathings will be of three-fourth inch board, laid close; the shingles of the best quality of cypress, eighteen inches long, showing 5 ½ inches to weather, and not less than four inches wide and five-eighths thick.

PAINTING—All of the woodwork outside shall have three coats, and the inside two coats of the best English white lead oil paint, well put on.

MATERIALS &C.—The quality of the brick and of the stone work of the whole building shall be such as the Engineer shall approve of; and the bond, also, of the brick and stone work shall be such as he shall direct.

The whole of the masonry, from the foundation up, shall be laid in good and approved lime mortar, except 1 ½ feet in height at the top of the stone masonry, which shall be laid in mortar made of the best water cement.

PLAN—A plan shall be furnished by the Engineer to the contractor, showing the exact position of doors, windows, closets, etc.

APPENDIX D

COPY OF A REGISTER OF FINES COLLECTED
ON THE CANAL BETWEEN 1877–1880

DATE	BOAT	CAPTAIN	OFFENCE	FINE
May 30, 1877	Ed Bayer & H. C. Clamohan	Thomas Fisher	Passing through lock without waybill	\$10.00
Oct. 22, 1877	R. Cropley's scow		Knock out gate in Lock No. 5	\$25.00
Nov. 12, 1877	Five Bros.	Joseph Little	Run into crib at Lock No. 9	\$10.00
Jun 3, 1878	Ludlow Patton		Shutting off fire while filling level and locking through without permission	\$10.00
Jul 4, 1878	John Sherman		Unloading and raising	\$62.70
Aug 30, 1878	Steamer Scrivenes		Allowing the Bertha M. Young in tow to sink on Level 36 and abandoning her at night without giving notice, causing navigation to be suspended 36 hrs.	\$50.00
May 5, 1879	W. J. Booth	Jacob Hooker	Running into and breaking gate at Lock No. 40	\$40.00
Jan 14, 1880	Harry & Ralph		Running into gate at Darbey's Lock	\$5.00
Jan 17, 1880	P. Heim	Mertens	Running into gate at Lock No. 61	\$10.00
Jun 1880	Walter Thompson		Running into and breaking gate at Lock No. 75	\$25.00
Apr 24, 1880	Five Bros.	Joseph Little	$\frac{3}{4}$ day pumping by Jacob Sheets and by Adam Keefer	\$1.50
Apr 25, 1880	Five Bros.	Joseph Little	Pumping boat 2 days – 2 men @ \$2 per day	\$4.00
Apr 29, 1880	Adam Sherman	Capt. Bowers	Pumping boat 1 hand, $1\frac{1}{2}$ day @ \$1 per day	\$1.50
May 14, 1880	Laura P. Agnew	Capt. Hedely	Services 1 hand, 2 days @ \$1 per day	\$2.00
May 27, 1880	G. W. Kscdr	Poffenberger	Pumping	\$5.50
May 28, 1880	G. W. Kscdr	Poffenberger	Pumping	\$5.50
May 29, 1880	G. W. Kscdr	Poffenberger	Pumping	\$4.40
June 12, 1880	G. L. Booth		Pumping	\$4.40
June 18, 1880	Mollie		Pumping $2\frac{1}{2}$ days @ \$1.10 per day	\$2.75
June 19, 1880	City of Hamburg		Pumping 2 men $\frac{1}{2}$ day each	\$1.10

June 19, 1880	City of Hamburg		Pumping 4 men ½ day each	\$2.20
June 26, 1880	A. J. McAllister		Pumping 2½ days @ \$1.10	\$2.75
June 27, 1880	Annie & Lizzie		Pumping 1½ days @ \$1.10	\$1.65
June 28, 1880	Annie & Lizzie		Pumping 2 hands	\$2.20
July 14, 1880	G. T. Gertell		Pumping and bailing	\$6.40
Aug 16, 1880	F. Gorman		Pumping	\$1.10
Aug 19, 1880	Hatton & Bessin	Capt. Sharman	Pumping	\$3.30
Aug 22, 1880	Ernst & Holland		Tying up on towpath	\$5.00
Aug 28, 1880	Harris McDonald		Pumping	\$2.20
Aug 30, 1880	U. S. Bracher		Pumping	\$4.40
Sept 2, 1880	G. M. Ryan		Hoisting water and slamming gate	\$5.00
Sept 2, 1880	Stonebreaker		Hoisting water and slamming gate	\$5.00
Oct 24, 1880	Joseph Clark		Laying on towpath	\$5.00
Oct 24, 1880	O. of Sheridan Line		Running into gate at Darbey's Lock	\$5.00
Nov 2, 1880	W. H. Lowe		Laying on towpath	\$5.00
Nov 2, 1880	Denton Prather		Laying on towpath	\$5.00