

They “Damd” Me to Hills and Back

*Vignettes from the vault of the
I & M Canal Historical Museum & Research Center*

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Prologue

Fines Imposed Against I & M Canal Boat Captains in the Early 1850s

I began doing volunteer work at the Will County Historical Museum in Lockport in September 2017. I live in Lockport and I have a background as a freelance writer and researcher in history, current events, science, medicine, and various other subjects, so the museum is a natural fit for me.

Among the duties assigned to me by the museum's director, Sandy Vasko, has been the examination of a large and diverse collection of original documents related primarily to the construction and early operation of the Illinois & Michigan (I&M) Canal and the canal commissioner's office (which was located in the museum building). Some of these documents date back to the 1830s. Other documents in the collection are as recent as the early 1900s. This is the range of time during which the canal was first under construction (1836 to 1848) and then busy with business. Canal boats ferried passengers (for a brief early period) and carried cargo between the Illinois River (at LaSalle) and Lake Michigan (via the Chicago River at Bridgeport).

Another museum volunteer, named Bill Sarter, and I have been carefully reading through these old documents to record the contents of each one. The beautiful old-style handwriting on these surprisingly well-preserved papers is, more often than not, easy to read. But some words remain a mystery to us, as there were sloppy writers back then too. The resulting computer records that we are compiling should prove of great value to researchers interested in our local history, especially that of the canal, and its importance to the wider development of our nation.

From looking through these documents, it is clear that the people who operated the canal commissioner's office held onto almost every paper that came across their desks! Each paper is fascinating in its own way. There are receipts for worker payments, complaints from workers, a property-damage report from a worker rebellion, requests from landowners requesting refunds for buying swampland, lists of expenses (including some from taverns), inventories of contractor supplies, petitions (lots of petitions!) from people who were against operating the canal on Sundays, court documents regarding lawsuits involving canal-area businesses, detailed drawings from canal engineers, specifications of all physical aspects of the canal, and many other kinds of files.

The future pages of the Will County Historical Society's quarterly publication will be logical places to share some of the discoveries derived from these documents. For the present article, I would like to focus on one particular series of documents related to fines imposed against captains of canal boats for violating the operating rules and regulations of the canal in the early 1850s. These papers date to soon after the canal first opened for business. I find these files to be interesting partly because of the light they shed on human nature. It seems like it was basically the same more than 150 years ago as it is today. People screw up, get caught, make excuses, deny responsibility, blame somebody else, and beg forgiveness. And, of course, they want their money back.

Reading through the old letters that the boat captains, lock tenders, and others wrote about the incidents involving the fines can sometimes be amusing. So much hullabaloo over a \$10 fine that must have seemed like the most important and horrible thing in the world to that

poor boat captain 160 years ago! Now, that money and that captain are long gone. It helps put in perspective the various “serious” problems each of us might be struggling with today. Nevertheless, those fines were probably real struggles for the boat captains, who were not wealthy men.

Of additional interest is the style of language used in these communications, which is sometimes old-fashioned, formal, and dignified, and other times almost modern-sounding in its lack of dignity and even insulting tone. Misspelled words are common—not surprising as many of the boat captains, lock tenders, and other people associated with the canal likely had extremely limited education. To allow the reader to experience the full flavor of these old documents, the text of each document has been reproduced in its entirety (to the best of my deciphering abilities).

Brief History of the Canal and Canal Boats

Before we examine these letters and other fine-related documents from the early 1850s, it is useful to briefly review a little history regarding the I&M Canal. Although construction began on the canal in 1836, several problems, including a nationwide economic downturn and a near bankruptcy of Illinois soon after the start of construction [1], delayed completion. Upon finally opening in 1848, boats carried both passengers and cargo. But as the Chicago & Rock Island Railroad and other railroads took over most passenger traffic during the mid-1850s through the 1860s [2,3], the canal's use became increasingly limited to transporting cargo (freight), such as food, agricultural supplies, construction supplies, coal, clothing, and furniture. The I&M Canal led directly to the population and economic growth of the Chicago region, as well as indirectly to the overall economic development of the United States.

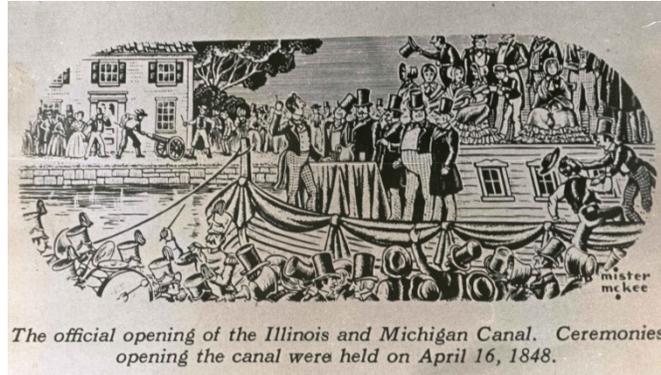
Hundreds of boats are known to have operated on the canal throughout its heyday. In the canal's first six months of operation alone in 1848, more than 160 different boats are recorded. [3] So at any one time, there could be a lot of boats on the canal, and it might get a little competitive when it came to passing through the locks. Owners and operators of canal boats were independent contractors. Some boat owners were their own captains, or "masters." Other owners hired captains. A small crew on each boat served under the captain.

During the early 1850s, there were two general types of boats on the canal. The more common freight boats hauled cargo, while packet boats carried passengers. There were several varieties of freight boats, depending on their main type of cargo, such as grain, lumber, or stone. [3] Canal boats averaged about 100 feet in length. [3] All boats during this time were towed on ropes attached to mules, which were walked along a parallel path, usually by a boy or young man. The packet boats were typically towed faster—at about 5 miles per hour—than the freight boats, which moved at only about half that speed. Steam-powered boats took over from the mules by 1880, though the earliest steam boats are recorded from the late 1850s. [3]

At four toll houses along the canal—at LaSalle, Ottawa, Lockport, and Chicago [4]—a boat had to pay a toll, based on its cargo and weight, and receive official clearances to pass through. The payment of tolls was crucial to authorities. Tolls and land sales—in addition to fines—allowed them to pay off the debts incurred during the canal's construction. [2]

The boat crew had to follow rules and regulations for passing through each of the 15 locks along the canal route, including recognizing which boats were entitled to pass first should there be more than one waiting at the lock. [5] There were also rules for loading and unloading cargo and other activities, with special permits and official reports often being required. A lock tender operated the lock, opening and closing the gates for the boats. He had authority to recommend fines against a boat captain for any violations of the rules, by reporting the violations to the collector in charge of that section of the canal. The captain was required to pay the fine, but he could then appeal the fine to canal authorities and ask for a refund.

In the letters from the early 1850s described below, note that the authority to whom fine appeals were addressed was William Gooding. Gooding was the chief engineer of the canal, but he also served as secretary and assistant treasurer to the I&M Canal Board of Trustees, so he had authority on money matters. [6,7]



Documents from 1850 to 1852

Ten bucks was a lot of cash back then

The earliest fine-related document we have encountered is the following letter, which is dated September 25, 1850. [8] It is signed by a canal official in Lockport named H. Saltonstall and addressed to J. H. Kinzie Esq., in Chicago. Kinzie was the head collector in the canal's Chicago office. The abbreviation "Esq." refers to "esquire," a title of courtesy meant to show respect for a man of high social standing.

This letter refers to a fine levied in 1849 against a certain Captain W for violating a rule about reporting the unloading of cargo. Saltonstall states that he imposed the fine, which he now believes was inappropriate, and that the captain should ask for a refund from the secretary (Gooding). Note that Saltonstall is sure to remind Kinzie that the inappropriate fine was the fault of Kinzie, not himself.

For the modern-day reader considering the circumstances of this letter, it should be kept in mind that \$10 in 1850 would be roughly equivalent to \$300 in 2018. [9] The underscores are in the original writing.

Dear Sir

I find by reference to Book No 8 of Clearances issued at the Chicago Office in 1849 – that a fine of ten dollars was imposed upon Capt A Williams of Boat Athlone – for violation of Sect 96 Rules & Regulations.

To the best of my recollection the facts are these — Capt W after unloading part of his cargo discovered that he had not reported. [H]e came to the office and reported stating that he had violated the above section – [A]cting under general directions from you I imposed the fine – stating to him at the time that a proper statement of facts to the Secretary would secure its remittance.

You will see by section 3 [on] page 30 Rules & Regulations that the Secretary may refund, upon a proper statement being made that the fine was improperly imposed (which in this case I think was so.) ... [T]his statement had better come from you as Collector as I have no connection with that department, this season.

In haste
Respy Yours
H. Saltonstall

“...they damd me to hills and Back.”

The following fascinating series of documents, dating from May 1851, concerns a disputed incident from the previous month involving the boat *Montezuma* as it passed through the lock one night at Marseilles. The details of the incident vary greatly depending on who is telling the story, and the dispute ended up in court. The precise nature of the court case is unclear, though it must have been related to the fine imposed against the *Montezuma*.

The series begins with a letter from A. J. Hobert and John Gamble, the lock tender and assistant lock tender, respectively, at Marseilles, to E. B. Talcott, the boss for this section of the canal. [10] The letter is dated May 3, 1851. The two lock tenders explain their side of the story by stating that the boat entered the lock at night without authorization (ahead of a packet boat that was apparently first in line) and without a light. The duo seems to try to curry favor with their superior by claiming that they stood up for his authority while the boat captain fired off crude insults about him and another canal official. The captain and crew are also said to have damned Hobert “to hills and Back.”

Dear Sir

I re’c yours of the 30 ... Requesting The particulars concerning the Canal Boat Montsuma. She entered the lock on the Evening of the 12, April, about 10 ½ o'clock without Light & without making any nois that I hurd untill I heurd the wicket set fall and the gates slam together[.] [T]hen I went out and told them not to go through for I had orders not pass any Boat except the packet[.] [T]hey asked me who I had my orders from & I told them Mr Talcott Through Mr Whaley and said Mr. Talcott and Mr Whaley[.] [T]hey said they did not care a dam for Mr. T Nor Mr W. that they were damd naves and damd mean and they care for Noboddy Lock Tender Nor Inganurs [engineers] and they would go through if it cost them fifty dollars. [S]wore they would brake Johns head If he came on the Lock. [T]hey went in Merringions Grocery and made their Brags what they had done and on the 17 & 19 of said month came to & enterd the Lock without Lites and By so doing we had to Loos the Locks of watter extra. By their not having Lites and when told they damd me to hills and Back.

A. J. Hobert, Lock Tender
John Gamble, Assist

Attached to this letter is another document, dated June 3, 1951, at Marseilles. It is signed by John Richey, justice of the peace for LaSalle County. [10] Note the variations in the spelling of the assistant lock tender’s name.

Personally appeared before the undersigned and acting justice of the peace in and for said county. A. J. Hobert and John Gambol whose signatures are attached to the within instrument of writing and swore upon oath that they signed the same and that the facts therein stated were true and correct.

John Richey
Justice of the peace

The next three papers in this group of *Montezuma* documents are all from May 28, 1851. The first [11] is a note to Gooding from a G. M. Shepard (perhaps an attorney), who recommends that a fine that had been imposed against the boat's captain be remitted. Shepard is sending the official Cook County court affidavits from both the captain and bowsman of the *Montezuma* for Gooding to review.

The second document [12] is the court affidavit of the captain, J. W. Ponds, who claims that the lock tender at Marseilles was initially absent. When the tender finally appeared, he apparently angrily tried to trap the boat in the lock. Note that Ponds also claims that his boat had a light and that there was bright moonlight that night. Furthermore, he implies that the Marseilles' locks have a history of being in disrepair, and that there may be other problems with the canal locks or lock tenders that canal officials have lied to him about.

Finally, the third document [13] is the court affidavit of the boat's bowsman, William Pearle. Pearle seems to contradict his captain by stating that the *Montezuma* did not have a light burning at Marseilles, though he adds that the lock tender raised no objection at the time. He also blames the steersman for the lack of a lit lamp.

Both affidavits were presented before a judge named H. A. House. Unfortunately, we do not have the results of any court verdict regarding this case. Nor do we know Gooding's final decision regarding the fine.

1)

William Gooding Esq

Dear Sir,

Enclosed please find affidavits of the Captain and bowsman of our boat *Montezuma*.

I would respectfully suggest that the fine imposed upon said boat thru the representations of the lock tender at Marsailles ought in justice to us, to be remitted.

Yours very respaly

G. M. Shepard

2)

State of Illinois

Cook County

J. W. Pond of Chicago in said County being by me duly sworn deposed and says that he is the Captain of the Canal boat *Montezuma* running in the Chicago & St Louis line—

That sometime ... during the month of April, this deponent left LaSalle with said boat for Chicago. He procured a clearance from Mr Hough at LaSalle. This deponent enquired of Mr Dow collector at Ottawa whether there was any difficulties—in getting thru the Marsailles Lock and Mr D. stated there would be no difficulty. Deponent made the enquiry of Mr Dow because [the] locks had not been in good repair the season before.

When the deponent reached the Lock at Marsailles, they hallord for the Lock tender & tho [no one] answered ... the call [the captain assumed] that the lock was ready[,] the lower gates being open. The boat was then taken in but no one appeared who had charge of the lock. They then closed the lower gates, turned the culverts and ... the lock. Soon after ... the boat left the lock two men came out of the house, and enquired the name of the boat and ordered this deponent not to open the gates, and said ... the boat should remain in the lock. They refused either to open the lock or allow this deponent to do so. This deponent then opened the upper gates and left the lock. Deponent further [said] the night was bright moonlight and he had a Globe [?] lamp burning on the bow of the boat. At the next lock ... this deponent also ... said Boat [went] through in the same manner, no one appearing to take charge of the lock.

Deponent further says that Mr Hough collector at LaSalle also told this deponent there would be no difficulty in going thru the Canal, or at the Marsailles lock.

... Sworn this 28th day of May 1851 Before me
H. A. House J.P.

3)
State of Illinois
Cook County

William Pearle, being duly sworn deposed and says that he is Bowsman of the Canal Boat Montezuma and has been since the 16th of April last.

Deponent says that said boat has never since he has been bowsman on said boat been passed through any lock on the Canal without a light, but once, which happened on the night of the 17th of April. Deponent further says that on the night last mentioned, the boat was locked through at Ottawa, and the light was burning well, and it was a bright moonlight night. The steersman neglected to call this deponent in time to trim the lamp and set it going before the boat entered the Marsailles lock:

They, accordingly, locked through without a light[,] no objection being made by the lock tender at the time. After the boat passed said lock he immediately trimmed the lamp and set it burning.

... Sworn this 28th day of May 1851, Before me
H. A. House J.P.



More problems at the Marseilles locks

Perhaps Captain Ponds was correct in his assessment of problems with the Marseilles locks and the personnel there, because the next three documents also pertain to an incident at this location. That incident, which occurred in May 1851 (a month after the *Montezuma* incident), concerns alleged violations by, and a fine against, the boat *G. W. Higginson*, operated by Captain A. Dunnigan. This case too ended up in court, though this time it was in LaSalle County instead of Cook.

The first in this series [14] is an affidavit from two crew members of the *Higginson* sworn before a LaSalle County judge named Daniel Cosgrove. It is dated June 17, 1851. Once again, it seems that the Marseilles lock tenders were initially absent from the scene. As before, the boat began to proceed on its own, only to be suddenly confronted by the angry lock tender. The tender reported the cargo boat for improperly going ahead of a packet boat, though the crew claims that the packet was not positioned to enter the lock.

In the second document [15], John Gamble, the same assistant lock tender we saw in the *Montezuma* case, swears before a Judge Wagner on August 25 that the packet boat, *Fashion*, was properly positioned to enter the lock first. He maintains that the *Higginson* failed to obey his order not to enter the lock. Note the 19th-century legal language added at the end of Gamble's testimony: "...& further this deponent Saith not."

This case must have dragged on for months, because in November 1851, Captain Dunnigan was still looking for the refund of his fine. In the third document [16], dated November 25, the captain writes to Gooding, requesting that the canal board secretary investigate the matter and send the refunded money to him—or explain to him the reason for not refunding the fine. He claims that the lock tender now agrees that the fine was improper.

1)
State of Illinois
LaSalle County

David Groce & Elias Hostetler solemnly swore that on the 14th Day of May A.D. 1851 at the Lower Lock in Marsels in LaSalle County G. W. higison [?] the canal boat run by Captain Dunnigan [stopped] at the Lock. [T]he lock tender was not there. [T]he driver opened the gate. [T]he lock tender came and ordered the boat to enter. [T]he packet [boat was] coming up. [H]e ordered the boat to stop. [T]he J. M. Higinson entered and locked thru. [T]he Lock Tender stated he would report. We believe the packet was not within the proper Distance When We Entered the Lock.

David Groce
Elies Hostetler
Sworn ... Before Me this 17th Day of June AD 1851
Daniel Cosgrove
Justice of the Peace

2)

State of Illinois

Lasalle County

John Gamble being duly sworn deposes and [?] his Oath Says that on or about the 15 day of May 1851 this deponent was assistant Lock tender at Locks No 9 & 10 on the Illinois & Michigan Canal in Said Lasalle County that on the 15 day of May 1851 the Canal Boat G. W. Higginson went into Lock 10 (coming up) when Packet-Boat Fashion was within Locking distance of Said Lock[;] that this assistant repeatedly ordered Said Boat – G. W. Higginson to halt ... and not enter Said Lock until after Said packet Boat – Fashion had Locked through. Notwithstanding Said orders Said Boat did enter Said Lock ahead of Said Boat – Fashion, & further this deponent Saith not.

John Gamble ... and Sworn before me the 25th day of August 1851 - J. H. Wagner Justice of the peace

3)

Chicago Nove the 25 / [18]51

Mr Gooding – Esq

Dear Sir

I wish you would investigate the fine that was level on me for going in the Marseilles lock before the packet. I was speaking to the lock tender on the subject & he says that the boat did stop & wait for the lock. If you do think it is my [refund of fine] please send it to me at [?] and if not [why not] and let me know the cause and you will much oblige your friend.

A Dunnigan



Crashed into the gate in the wind and rain

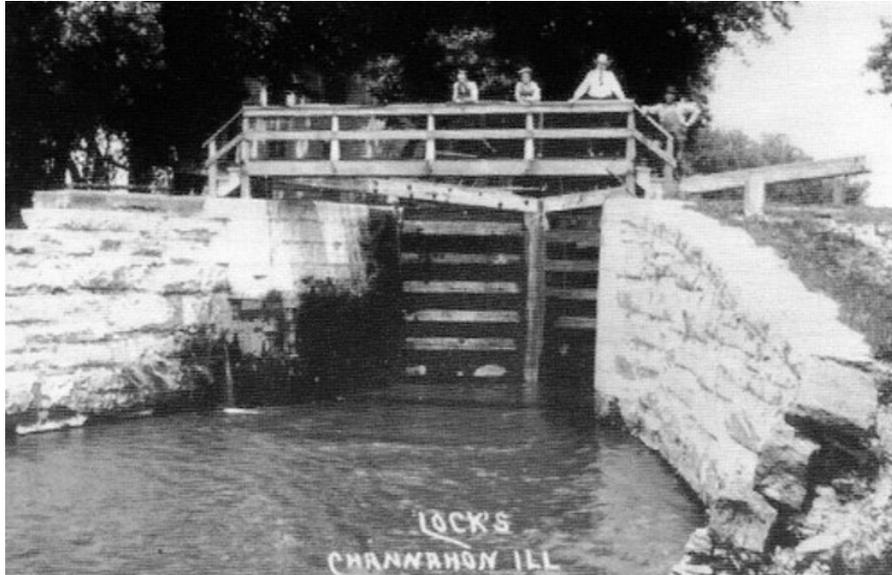
The next letter, dated September 26, 1851, is from D. S. Hough, collector at LaSalle, to Gooding. [17] In it, Hough explains the circumstances behind the fining of Captain Sitts of the *Oswego* (which is probably the correct spelling). The *Oswego* did \$50 (equivalent to about \$1500 today [9]) worth of damage to the lock's gate by crashing into it, according to a "Mr Foard." Hough suggests that because of the adverse weather conditions at the time and Sitts' otherwise good record, it might be appropriate to refund at least part of the money to the captain. But note how he carefully words the request in deference to Gooding's authority.

Dr Sir

At the request of Capt Sitts of the Canal Boat Oswigo, I give the circumstances under which the Capt was placed at the time he injured Lock no 14 for which he was fined \$10 & damages \$50. It was in the night—raining at the time, wind also blowing severely which made it necessary to bow nearer the Lock than he otherwise would have done to get in without striking. [W]hen the Boat came in the Bowsman succeeded in getting three turns around the snubbing Post. [T]he line however slipped from the fact that the Post was wet. [T]he Boat struck the Gate & damaged it \$50.00 as assigned by Mr Foard. Capt Sitts greatly submits to the Fine & damages though he feels under the circumstances as a portion at least of the above [fine] should be remitted.

Capt Sitts has allways been particular to comply with all of the rules & regulations of the canal & claims this as [?] acceded not negligent on his part. If you should think proper under the circumstances to remit it will meet with approbation of those acquainted with the facts.

Respectfully
D. S. Hough
By Hurlbut



“...for God Sake it Learn them Better.”

We hear from the LaSalle collector, Mr. Hough, again in the following series, involving an early August 1852 incident at the LaSalle lock involving the *Diana*. In the first document [18], an irritated-sounding lock tender named H. Mayhew reports the *Diana* to Hough for not showing its clearance certificate to him, advising Hough to fine the boat the substantial sum of \$25 (about \$760 today [9]) “...for God Sake it Learn them Better.”

In the second file [19], from October 27, 1852, Mayhew seems to have calmed down. He writes to Gooding that he has learned that the captain did not hear his request to see the boat’s clearance—and the bowsman did not purposefully insult him (as he had originally believed). And maybe everybody was just stressed out because it was packet-boat season. Thus, he suggests that the fine be refunded.

In the third file [20], dated November 23, 1852, Hough writes to Gooding to inform him that the fine Hough levied against the boat was inappropriate. But he explains that Mayhew, the lock tender, had given him incorrect information at the time. The fourth document [21] is a brief undated authorization from Gooding for a \$25 refund, in cash or check, to be sent to the *Diana*’s captain, identified as John. B. Millure.

This is one of only two cases I have come across in which we have confirmation that Gooding approved a refund of a boat’s fine.

1)
Mr Hough Esq
Collector
Lasell
Lock 11 Diana
I report the Diana for not Showing Clearance When Asked For Put it to them for God
Sake it Learn them Better.
H. Mayhew
Fine of twenty-five dollars for Sec 84 C. R. R.

2)

Lock 11 Oct 27th 1852

Wm Gooding, Esq

Lockport

Dear Sir,

When I reported the Diana to Mr. Hough for not showing her clearance at my lock, I did so thinking of course that the captain heard me request him to show it, but I have become satisfied that he did not & in the hurry of locking through as it was packet-time [,] forgot all about showing it himself. When told by the bowsman what I wanted he showed a paper but was so far out of the lock I could not tell whether a clearance or not & supposed he did it to insult me, but I am now satisfied he had no intention of evading the regulation regarding showing clearances. [thus, he thinks that fine should be refunded.]

Respectfully Yours

Henry Mayhew

Lock tender Lock 11

3)

LaSalle November 23, 1852

Wm. Gooding Esq

Dear Sir,

On the 3rd of August last, I received a written complaint from H Mayhew, Locktender st Lock 11, charging the Captain of C. B. Diana with violating Sec 84 C. R. R.

I did not get the letter in time to collect the fine at that time, & the boat did not make her appearance at LaSalle again until October 20th.

On the 20th of October last, I collected from the boat a fine of \$25.00, including said fine in Clearance no. 1532.

The letter which the Lock Tender had furnished the Captain presented a different case entirely, from that which I had presented me by the letter containing the complaint.

If I had been furnished with such a statement of facts as is contained in the letter which the Captain had, I should not have collected the fine no. of clearance 1532.

Yours Truly,

D. S. Hough, Coll

4)

Authorization forwarding check for \$25 fine

Sir Mr gooding Send the money or check whitch ever it ma[y] be to Ottawa John B. Millure Capt

“It was a mistake of a blundering Irish Capt...”

The following two letters, about a September 1852 incident in Lockport involving a fine against the boat *William Giles*, offer us an example of good old-fashioned ethnic prejudice, as well as the making of more excuses. In the first letter [22], dated September 22, A. S. Sherman, the owner of the boat, explains to Gooding that his “blundering Irish Capt” is to blame for not understanding the rules regarding clearances and unloading cargo, and for having limited experience at canal travel. Sherman adds that he himself bears no responsibility for the violation because he has been busy taking care of his ill family (who had hiccups, as I interpret his choppy handwriting). Thus, he says that he wants his \$24 back (about \$730 today [9]). The second letter [23], dated September 29, is confirmation from the Chicago collector, J. H. Kinzie, that he fined the *Giles*. But he says that the fine was only \$19.54 (about \$596 today [9]).

1)

Chicago Sept 22 1852

Wm W. Gooding

Dear Sir

I hav this morning been fined about \$24, which I hav paid for my boat Giles discharging her cargo at Lockport. [T]he circumstances are these. [T]he Capt got his clearance here in Lockport, & having been used at Mussy [Marseilles] and Athens [the original name of Lemont] ... bringing his clearance back thought this was done with. ... I hav had hiccup [?] in my family which has kept me indoor most of the time lately. [O]therwise I should hav told him better. It was a mistake of a blundering Irish Capt, & no intention to do rong on his part. I hope you will see this as it raly is & refund me the amt. [H]e never was down the canal further than Athens before.

Yos Resply

A. S. Sherman [owner of boat, but not captain]

2)

Wm Gooding Esq

Secty I&M Canal

Sir,

This is to certify that on the 22nd Sept last, I certified a Fine from the Canal boat "William Giles" for a violation of Sects. 79 & 82 of nineteen 54/100 dollars, on Chicago clearance no. 2173

Very respectfully, Sir,

Yo Obt Sevt,

Jno. H. Kinzie, Coll.

Chicago, Sept. 29, 1852

The documents discussed in the final two sections of this article include official clearance certificates—one issued by the LaSalle collector’s office in 1851, the other by the Chicago collector’s office in 1852. Those documents are interesting in that they list the name and captain (or “master”) of the boat, the origin and destination of the boat, the type and weight of cargo, and the tolls charged, as well as any fines levied.

Captain Parks in trouble twice in the same day

The following rather confusing group of four documents begins with the LaSalle clearance certificate for the boat *N. G.*, issued on July 19, 1851 [24]. The boat’s master is listed as a man named Parks. The boat was bound from LaSalle to Bridgeport, carrying agricultural implements. Parks was fined \$10 (in a note that must have been added the next day, when the violations occurred). This fine, in addition to the toll, amounted to a total cost to the captain of \$21.52 (equivalent to about \$670 today [9]). The certificate is signed twice by D. S. Hough, the collector at the LaSalle office.

The second document [25] was written to Gooding by Captain William H. Parks aboard the *N. G.* a few days later, on July 23. In it, Parks tries to explain what sounds like a complex series of events that occurred at the LaSalle lock on July 20, involving four different boats waiting at the lock and the loading of freight on to the *N. G.* Parks was apparently fined for violations related to the loading of his cargo and to the delaying of the other boats. He argues to Gooding that the fine was unjust, claiming that the lock tender, named Wills, will back up his statements. Below Parks’ signature, we see a hand-written note from Gooding dated several months later, in November. Gooding says that both the collector, Hough, and the deputy lock tender, Martin, now do indeed support Parks’ version, and Gooding adds that the fine was refunded on November 15, 1851. This is the second case I found of Gooding approving a fine refund.

The third document [26] indicates that Parks ran into trouble a second time on July 20, this time in Chicago. This letter, dated November 29, is from a representative of Parks named Houghtiling (perhaps a lawyer), and it is addressed to Kinzie, the Chicago collector. In the letter, Houghtiling explains that the *N. G.* was fined in Chicago for unloading without a permit, but only because the boat was temporarily in charge of an “entirely ignorant” crewman. (Where was Parks? We do not know.) A refund is requested, of course. Finally, the fourth document [27], dated December 1, is a letter from Kinzie to Gooding asking whether he should grant this refund. He also notes that he will soon be travelling from Chicago to Lockport to deliver “the books” to Gooding.

I wonder what Gooding, after receiving this letter, thought of the seemingly trouble-prone captain named Parks.

1)

Clearance Certificate No. 838

Collector's Office, LaSalle, July 19, 1851

Cleared Boat NG of Chicago whereof Parks is Master for this present passage, laden as follows:

Where from: LaSalle

Where bound: BrPort

Miles: gC

Rates: 3 1/2

Tolls: 3.3 C

Rec Toll

D S Hough Coll

Articles: Ag Implements

Weight: 8:500

Miles: gC

Rates: 1.0

Tolls: 8 C

Fine violating Sec 44 R&R I&M C: 10

Total: \$21.52

Rec Toll

D. S. Hough, Coll

2)

On Board Canal Boat N. G.

July 23, 1951

To the Hon Wm Gooding

Sir

By Reference to Clearance No 838 of the Boat N. G. you will see that She has been fined for an alleged violation of Section 44 of the R&R I&M C.

The fact upon which this fine was imposed are as follows

On Sunday the 20th just – the Boat was lying below the lower Lock at LaSalle moored to the Pier taking on board two large Grind Stone. When the Boat "Etnae" locked down and was unable to get first without making a little exertion. As there were two other Boats lying opposite the NG – if either of these Boats had move would have left the passage uninterrupted. I asked as a favor to allow my Boat to lay until I could get on the above freight – as it would not detain more than ten minutes – the NG remained there not to exceed ten minutes and then moved and the "Etnae" passed.

It was upon this state of facts that the fine above referred to was imposed. I look upon it as being an unjust imposition for two reason[.] [F]irst – that it was no real detention to the Boat or the use of the Lock as she was out so that the Lock could be closed. Second it would have been a great damage to me to have been completed [?] to move my Boat at that time as I had to use a number of men and a heavy ... [?] to get my freight on board. It is for these reasons that I ask you to remit to me the fine. I make these statements upon paper that you may refer them to Mr Wills the Locktender should you choose to do so. I am well satisfied that he (Mr W) will coroborate these statements.

Very Respectfully Yours
Wm H Parks

The foregoing Statements were substantially confirmed both by D. S. Hough Collector and M. Martin Deputy Collector and the fine refunded Nov. 15, 1851.
Wm Gooding

3)

Chicago Nov 29, 1851

J. H. Kinzie Esq, Coll

D Sir

On the 20 just the Boat N. G. running in the Chicago & St Louis Line arrived from below under charge of one of the hands on board and proceeded to discharge without having first obtained a permit to unload. For this she was fined \$10 at your office. The circumstances were these. Capt Parks finding he was obliged to remain behind put the Boat under charge of a man who was entirely ignorant of the necessity of obtaining a permit and he commenced discharging without any design or intention to violate the canal rules and regulations. If in your power you will be pleased to rescind this fine & Oblige.

Yours Respectfully,
W. D. Houghtiling

4)

Collector's Office, Chicago, Dec. 1, 1851

Wm Gooding, Esq.

Secty & [?]

Lockport

Dr Sir,

I transmit herewith the appreciation of Mr. Houghtiling for the remission of a fine collected of the Boat "N. G" on the 20th July. Upon a further investigation of the circumstances, I believe they are as stated by W. H. Shall I refund? As canaling is near a close, I shall, as soon as the canal is closed, pack up the books and forward them to your

office without delay. I presume I shall have to avail myself of a private conveyance to do so ... Mr Prescott or Mr Valatunshall [?] should be up this way.

In haste,
Truly yours,
J. H. Kinzie

Excuses: never was a captain before and didn't know the rules

The last group of two documents starts with a clearance certificate issued in Chicago on October 2, 1852, for a boat named *Rescue*, captained by a man named Bentley. [28] The boat was bound for Athens (Lemont), where it picked up a heavy load of stone. We see on the document, signed by Kinzie the collector, that tolls and fines amounted to a total cost of \$19.47 (about \$590 today [9]).

The second document [29] is a court affidavit signed by Captain R. H. Bently disputing the fine. Will County Notary Public J. W. Taddock heard his testimony on Christmas Eve 1852. Bently claimed that he was unfairly charged double tolls. Furthermore, he basically pleads ignorance in regard to the violations for which he was fined \$10. He says that it was his first trip to Chicago, he was never before a captain on any boat on the canal, he didn't know the rules and regulations, and he meant no harm. And he "further saith not."

We have no record of the outcome of this case.

1)

Clearance Certificate No. 2382

Collector's Office, Chicago, Oct 2nd 1852

Cleared Boat Rescue of Lockport whereof Bentley is Master for this present passage, laden as follows:

Where from: Bridgeport

Where bound: Athens & [?]

Miles: 42

Rates: 3²

Tolls: 1.47

Articles: 20 Cords Stone

Weight: 95 cy
Where from: Athens
Where bound: BrPort
Miles: 21
Rates: 4
Tolls: 8.00
Fine for Violation of R&R. Sec 82: 10.00
Total: \$19.47
Rec Toll
J H Kinzie, Coll
By H Butler

2)

State of Illinois
County of Will

R. H. Bently being duly sworn doth dispose and say that on the second day of October 1852 while running the Canal Boat Rescue as Captain, a fine was imposed upon him by J H Kinzie Collector at Chicago, of the sum of ten dollars for alleged violation of Sec 82 of the Rules and Regulations concerning the Illinois and Michigan Canal, and also, double tolls charged upon his cargo, said fine and and excess of tolls amounting to the sum of fourteen dollars.

This deponent further states that at the time of said violation of the Rules and Regulations, he had just commencing running said Boat and was his first trip into Chicago, that he had not before that time ever had charge of any Boat as captain on said Canal, that he was unacquainted with said Regulation concerning clearances and supposed that to obtain a permit & report after unloading would not subject him to a penalty, that said act for which he was fined and charged double tolls was not willful as there was no intent on his part to refuse compliance with the Rules and Regulations of the Canal and further saith not.

R. H. Bently
Signed

Subscribed & Sworn before me this 24th day of december 1852

J. W. Taddock

Notary Public in & for the County of Will & State of Illinois

Summary

As these unusual files make clear, the Will County Historical Museum offers researchers a valuable collection of original 19th-century documents related to the I&M Canal. The papers are valuable not only in terms of historical knowledge about the canal and the people who worked there, but also in terms of the general insights they provide into American social interactions and human nature. We can see that although many aspects of society have changed over the past 160 years, the basic elements of human nature remain the same.

References

1. About this place. I&M Canal National Heritage Area. <https://iandmcanal.org/about-us/>
2. Illinois and Michigan Canal. Encyclopedia of Chicago. <http://www.encyclopedia.chicagohistory.org/pages/626.html>
3. Canal boats along the Illinois and Michigan Canal: a study in archaeological variability. Fever River Research. Springfield, IL. 1998. <http://illinoisarchaeology.com/IDNR/Canal%20Boats%20FRR.pdf>
4. I&M Canal toll house. Ottawa Visitors Center. <https://pickusottawail.com/attractions/im-canal-toll-house/>
5. The I&M Canal shapes history. Canal Corridor Association. Chicago State University. 2004. <https://www.csu.edu/cerc/researchreports/documents/IMCanalShapesHistory2004.pdf>
6. William Gooding house. Cornell University Library Digital Collections. <https://digital.library.cornell.edu/catalog/ss:3874286>
7. John Lamb. *Lockport, Illinois: The Old Canal Town*. Arcadia Publishing. 1999.
8. Document No. I-80-59. Will County Historical Museum. Lockport, IL.
9. 1860 dollars in 2018. FinanceRef/Alioth LL. <http://www.in2013dollars.com/1860-dollars-in-2017>
10. Document No. I-80-60A. Will County Historical Museum. Lockport, IL.
11. Document No. I-80-60. Will County Historical Museum. Lockport, IL.
12. Document No. I-80-60B. Will County Historical Museum. Lockport, IL.
13. Document No. I-80-60C. Will County Historical Museum. Lockport, IL.
14. Document No. I-80-60D. Will County Historical Museum. Lockport, IL.
15. Document No. I-80-56. Will County Historical Museum. Lockport, IL.
16. Document No. I-80-55D. Will County Historical Museum. Lockport, IL.
17. Document No. I-80-58. Will County Historical Museum. Lockport, IL.
18. Document No. I-80-57B. Will County Historical Museum. Lockport, IL.

19. Document No. I-80-57A. Will County Historical Museum. Lockport, IL.
20. Document No. I-80-57. Will County Historical Museum. Lockport, IL.
21. Document No. I-80-57C. Will County Historical Museum. Lockport, IL.
22. Document No. I-80-61A. Will County Historical Museum. Lockport, IL.
23. Document No. I-80-61. Will County Historical Museum. Lockport, IL.
24. Document No. I-80-55. Will County Historical Museum. Lockport, IL.
25. Document No. I-80-55A. Will County Historical Museum. Lockport, IL.
26. Document No. I-80-55B. Will County Historical Museum. Lockport, IL.
27. Document No. I-80-55C. Will County Historical Museum. Lockport, IL.
28. Document No. I-80-54. Will County Historical Museum. Lockport, IL.
29. Document No. I-80-54A. Will County Historical Museum. Lockport, IL.