

1962

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Recommended Citation

Hammond, E. A. (1962) "Wreckers and Wrecking on the Florida Reef, 1829-1832," *Florida Historical Quarterly*: Vol. 41 : No. 3 , Article 5.

Available at: <https://stars.library.ucf.edu/fhq/vol41/iss3/5>

WRECKERS AND WRECKING ON THE FLORIDA REEF, 1829-1832

Edited by E. A. HAMMOND

DR. BENJAMIN B. STROBEL, Charleston physician, left his South Carolina home in September, 1829, to seek professional opportunity in Key West, Florida. What motivated his departure is never totally disclosed in his writings, nor does he indicate his reasons for choosing the comparative primitiveness of the Florida Keys. He reveals only that he "was some time in doubt as to what course I should steer, when, having heard that there was something in my profession at Key West, I determined at once to go there."¹ Nevertheless, upon arriving at the island town of some five hundred inhabitants just staggering through a severe epidemic of yellow fever,² he found immediate demand for his many capacities and proceeded to serve for the ensuing three years as the town's chief physician, the surgeon to the recently-established army post, editor of the *Key West Gazette*,³ amateur naturalist,⁴ and civic and religious leader. So rich indeed was

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1. *Charleston Courier*, May 2, 1837. Dr. Strobel was born in Charleston, South Carolina, on December 5, 1803. In 1826 he was graduated from the Medical College of South Carolina as M.D. He died in Charleston, following an extended illness, on March 24, 1849.
 2. It is possible that Strobel was attracted to Key West by the epidemic of yellow fever. He made a lengthy professional investigation of the disease in an effort to prove its transmissibility. The results of this were published in book form. See B. B. Strobel, *An Essay on the Subject of Yellow Fever*, Charleston, 1840. His researches took him to St. Augustine, Florida in the late autumn of 1839. It is more probable, however, that the boom in Key West business during the 1820's, due in great measure to the wrecking business, was the real lure.
 3. The *Key West Gazette* went into weekly publication on April 20, 1831, following the distribution of a sample issue on March 28th. Dr. Strobel was assisted in the early weeks of its publication by Lackland M. Stone. U.S. Marshal for the District of South Florida. After Stone withdrew from the newspaper, Strobel continued its publication, with an occasional interruption, through Volume I, No. 52, which appeared on September 8, 1832.
 4. Throughout his Florida residence Dr. Strobel was a student and collector of the varieties of plant and animal life indigenous to South Florida. He supplied many specimens to his close friend and one-time mentor, the Rev. Dr. John Bachman of Charleston. See J. J. Audubon and J. Bachman, *The Quadrupeds of North America*, 3 Vols. (New York, 1849-1854). When Audubon made his ex-

his Florida experience ⁵ that when he returned to Charleston in September, 1832, he immediately set to work on a book narrating his observations and impressions. ⁶

Although Strobel was interested in all facets of the Key West scene, its history, its folklore, its flora, its fauna, its social and economic life, nothing fascinated him quite so completely as did the business of wrecking, probably at that time the most lucrative enterprise in the area of the Florida Reef. He had heard much of wrecking before he went to Florida and was prepared to think the worst of the business and those engaged in it. It was for him, therefore, a genuine adventure as he tarried a few days on Indian Key before going on to Key West, to encounter several wrecker crews and to be permitted to consort with them as his schooner together with several of the wrecker ships made its way to Key West. From that time until his departure from de Keys three years later he was in constant contact with wreckers and occupied such spare time as he could afford with notes and jottings for future use. It need scarcely be added here that he found among them many who were noble and generous, others who were little more than pirates. Much of their business he recognized as legitimate and useful; more perhaps, he found nefarious and reprehensible.

Inevitably then, Strobel's brief "Sketches of Florida," some of which have survived through the columns of Charleston newspapers, while devoted to a variety of subjects, are preponderantly concerned with wrecks and wreckers. One need only peruse cas-

pedition to the Keys in the spring of 1832, he found Strobel's friendship and assistance of much value. See J. J. Audubon, *Ornithological Biography*, 5 volumes (Edinburgh, 1831-49), II, *passim*

5. Through the editorial pages of his *Gazette* Strobel publicized worthy civic enterprises in Key West. He was constantly concerned with the public health of the town. He was a member of the committee formed to build the first church in Key West. Finally, on January 2, 1832, he was elected to the Town Council of Key West. *Key West Gazette*, January 4, 1832.
6. The book, though completed and submitted to a Charleston publisher, was never brought out in book form. In the preface to a series of three articles on the Florida Everglades, published in the *Charleston Courier*, February, 1836, Strobel wrote: "Some three years since, I published a few sketches of Florida in the *Charleston Mercury* and the *Evening Post*. Since that time, I prepared a book on the subject, which has been in the hands of a publisher, but has not been published." For these three articles see E. A. Hammond (ed.), "Dr. Strobel Reports on Southeast Florida, 1836," *Tequesta*, XXI (1961), p. 65-75.

ually the columns of Strobel's own *Key West Gazette* to note the editor's concern with what to him were the grossest injustices being perpetrated against shipowners and insurance underwriters. He burned with indignation that the most despicable elements of Key West's populace, while operating well within the legal purview of the United States Superior Court of Key West, should lend their services as arbitrators in salvage situations or vend their sworn testimony to the highest bidder. Even more distasteful, as he saw them, were those citizens "in high places" who silently countenanced the questionable transactions, protesting that to speak out against them was to discourage business.

It is not within the province of this short introduction to explain the varied nature of the wrecking business. That has been adequately treated elsewhere.⁷ Nor should this writer attempt to retrace the steps of Dr. Dorothy Dodd,⁸ who only a few years ago in very scholarly fashion explored the subject as it relates to Florida history. Dr. Dodd has carefully documented the efforts toward establishing legal controls.⁹ Only a few pertinent facts need be repeated here.

It is perhaps necessary to recall that after the formal transfer of Florida from Spain to the United States in 1821 some years were required to set up an orderly administration of public affairs. The more remote the locality from the territorial capital in Tallahassee, the slower the process. Until such time as the Congress should address itself firmly and seriously to the establishment of regulations relating to wrecking and entrust them to responsible courts, the wreckers could know little restraint. In the 1820's, as Dr. Dodd shows, the wreckers of the Florida Reef were indeed "riding high."¹⁰ On May 23, 1828, Congress finally established a Superior Court at Key West, assigning to its jurisdiction all cases in admiralty arising in the district. The same act provided for a system of licensing wrecker ships under the authority of the presiding judge. Thus the first effective machinery for the

7. William Marvin, *A Treatise on the Law of Wreck and Salvage* (Boston, 1858); C. Nordhoff, "Wrecking on the Florida Keys," *Harper's Magazine*, XVIII (1859), 584; Charles B. Vignoles, *Observations upon the Floridas* (New York, 1823); Birse Shepard, *Lore of the Wreckers* (Boston, 1961).

8. Dorothy Dodd, "The Wrecking Business on the Florida Reef, 1822-1860," *Florida Historical Quarterly*, XXII (April, 1944), 171-199.

9. *Ibid.*

10. *Ibid.*, p. 180.

control of wrecking was already in operation when Dr. Strobel arrived in Key West. James Webb was the presiding judge throughout Strobel's sojourn there, remaining in that post until 1839. In no instance, it is to be emphasized, did Judge Webb become the object of Strobel's criticism. Often, as will be shown later, he lauded Webb's opinions, and frequently in the *Gazette* printed them *in extenso*. But the inference is clear that much evil continued to prevail in spite of the honest and best efforts of the judge. And since there was a provision allowing for expeditiously-assembled boards of arbitration during the judge's frequent absences in West Florida, many salvage cases could still be decided with only the slightest regard for justice or equity. It was against these perpetrators of fraud that Dr. Strobel directed his chief attack.

The Strobel accounts of wrecking along the Florida Reef, printed below, are presented as a significant documentation of the business as it existed between 1829 and 1832 prepared by a well-informed observer. It appears that his sketches were produced from notes made throughout the period. So far as this writer can ascertain they are unique in that they are the commentary of an educated and intelligent man, intimately acquainted with the phenomena which he described, and yet in no way connected with the actual administration of public regulation. Judge William Marvin, on the other hand, in writing authoritatively on the subject, wrote as a judge who had succeeded Judge Webb as the presiding officer of the Key West Court.¹¹ The Strobel accounts, however, do not appear to be the definitive treatment he had promised to his readers in the *Charleston Mercury* of July 4, 1833, when he wrote:

I propose at some future day to publish a complete account of wrecks and wrecking. In doing so I feel that I shall be performing a solemn duty. -I have seen the management of many wrecks, and know how things have been conducted. Although a "mere looker on in Venice," at least so far as wrecking was concerned, I have not neglected the opportunity of collecting such information as I thought likely to prove beneficial to society. Where the wrecking business is fairly conducted, those who pursue it, so far from being censured, are entitled to great credit. There is nothing in de business discreditable. Vast amounts of property have been saved by

11. Marvin, *op. cit.*



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the Florida wreckers, and many lives which otherwise would have been lost. It will therefore be my object to commend where they are entitled to praise, and where they deserve it, to censure.

The "sketches" from which the excerpts to follow were drawn were printed in the *Charleston Courier* during the month of May, 1837. Their appearance was in part an attempt to inform the people of South Carolina whose interest in Florida had been quickened by the Seminole War. All-told, sixteen installments were published, some of them being repetitions of material which had been printed in the *Charleston Mercury* in 1833. The first of these, appearing on May 2, 1837, was prefaced by following note:

We have been furnished with a number of papers, containing various sketches of incidents and occurrences during a residence in Florida, from the pen of the gentleman above named [Dr. Strobel], from which we shall make extracts, from time to time, as our limits permit.

Their coverage of topics was as wide as the interests of their author. The portions which follow, however, are limited to observations on wrecking.¹²

I

Whilst lying at Indian Key we were joined by five wrecking vessels, whose licenses having expired, it became necessary for them to go down to Key West to renew them. We determined to

12. Strobel had made the journey from Charleston to Indian Key in a small schooner, the *Jane*. Buffeted by a storm between Charleston and Savannah, the craft lost its main mast and was forced to put in at Savannah for repairs. *Charleston Courier*, May 2, 1837. The journey from Savannah to Cape Florida Light, Strobel records, required six days. *Ibid.*, May 4, 1837. This entire installment, the Strobel commentary as well as "The Wrecker's Song," was given by Strobel to Audubon on the departure of the latter from Key West in May, 1832. Audubon proceeded to incorporate it into the third volume of his *Ornithological Biography*, published in 1835. He gave full and grateful credit to Strobel. It had already appeared, however, probably quite unknown to Audubon in the *Charleston Mercury* of June 22, 1833. See Audubon, *op. cit.*, III, 160-3. It has been reprinted several times in recent years. See J. J. Audubon, *Delineations of American Scenery and Character*, F. H. Herrick, comp. (New York, 1926), 270-4; J. J. Audubon, "Three Floridian Episodes," *Tequesta*, V (1945), 59-62; Shepard, *op. cit.*, 24-26. The present version is that of the *Charleston Courier*, May 6, 1837. It is reprinted here only because it forms an integral part of the total Strobel account, the balance of which has not been reproduced elsewhere.

accompany them on the following morning. From all that I had heard of wreckers, I expected to see a parcel of low, dirty, pirate-looking crafts, officered and manned by a set of black-whiskered fellows, who carried murder in their very looks. I was, however, very agreeably surprised,¹³ to find their vessels fine large schooners, regular clippers, kept in first-rate order, and that the Captains were jovial, good humored sons of Neptune, who manifested every disposition to be polite and hospitable, and to afford every facility to persons passing up and down the Reef. The crews were composed of hearty, well dressed honest looking men.

At the appointed hour, on the 13th day of September [1829], we all set sail, that is, the schooner, *Jane*, and five wreckers. As the *Jane* was not noted for fast sailing, I accepted an invitation to go on board of a wrecker. The fleet got "under way" at 8 o'clock, A.M. The wind light, but fair, water smooth, and the day fine. How shall I find words to express the pleasure and gratification which I this day experienced. The sea was of a soft, beautiful, pale green color, smooth as a sheet of glass, and as transparent; its surface barely ruffled by our vessels as they ploughed its bosom, or dimpled by the pelican in pursuit of his prey, which rising for a considerable distance in the air, would plunge suddenly down, with distended jaws, and secure his food. The vessels of our little fleet, with every sail set which would catch a breeze, the white foam curling around their prows, were gliding silently along, like islands of flitting shadows, on an immovable sea of light. Several fathoms below the surface of the water and under us, we saw great quantities of fish, large and small, diving and sporting among the sea-grasses, sponges, sea-feathers, and beds of coral with which the bottom was covered. On our right we passed the Florida Keys, which as we made them in the distance, looked like specks upon the surface of the water, but as we neared them, rose as if by enchantment to view, clad in the richest livery of spring, each variety of color rendered more soft and delicate, by a clear blue sky, and a brilliant sun overhead. All was like a fairy scene-my heart leapt up in delighted admiration, and I could not refrain from an exclamation, in the language of Scott:

13. The punctuation of Dr. Strobel, or possibly the *Courier* editor, though often superfluous, has been generally preserved throughout.

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“Those seas behold,
Round thrice an hundred islands roll’d.”

The trade wind played around us with a balmy and refreshing sweetness, and to give life and animation to the scene, we had a contest for the mastery between all the vessels of the fleet, and a deep interest was incited in favor of this or that vessel, as she shot a head or fell a stern. Who could be otherwise than happy such an hour, so calm, so sweet, and transient! Who could do otherwise than regret the necessity of relinquishing its enjoyment!

“The ocean lies before me, but the land
Still claims the captive, chained to her dark breast.”

About three o'clock, P.M., we arrived at Bahia Honda. The wind being light and no prospect of reaching Key West that night, it was agreed to make harbor here. We entered a beautiful basin, and came to anchor about four o'clock. Boats were got out, and several hunting parties formed. We landed, and were soon on the scent, some in search of shells, others of birds, etc. A very remarkable incident occurred in the course of this day's hunt. An Indian who had been picked up along the coast by a wrecker, and who was usually employed as a hunter, was sent ashore in search of venison. Previous to his leaving the vessel, a rifle was loaded with a single ball and put into his hands. After an absence of several hours he returned with two deer, which he had killed with a single shot. He watched until he got them both within the range of his gun, when he fired and brought them down. The deer found upon these keys are remarkably small, being not more than half the size of the Virginia deer. I believe, however, that they are of the same species, the difference in size being probably owing to their food, and the great privations which they undergo during the dry seasons. All hands having returned, and the fruits of our excursion being collected, we had wherewithal to make an abundant supper. Most of the game was sent on board of the largest wrecking vessel, where we proposed supping. Our vessels were all lying within hail of each other, and as the moon rose, boats were seen passing from vessel to vessel, and all were busily and happily exchanging courtesies and civilities. No one would have supposed, from the good feeling which appeared to prevail, that these men were professional rivals.

About 9 o'clock we started for supper; a number of persons had already collected. As soon as we arrived on board of the vessel, a German sailor, who performed remarkable well on the violin, was summoned to the quarter deck, where all hands, with a "good will and cheerily," danced to the lively airs which he played, until supper was ready. The table was laid in the cabin, and was literally loaded with venison, curlews, pigeons, and fish. Supper being ended, toasting and singing followed. Among other curious matters produced, I succeeded in preserving the following song, which was chanted by the fiddler who accompanied his voice with his instrument. The fiddler is the reputed author of the song. I shall make no apology for the poetry; it is certainly quite characteristic.

THE WRECKERS'S SONG

Come ye goot people von and all,
 Come listen to my song,
 A few remarks I have to make,
 Which von't be very long.
 'Tis of a vessel stout and goot
 As ever yet was built of woot,
 Along de reef where de breakers roar,
 De Wreckers on de Florida shore.
Chorus - Along de reef, etc.
 The Tavernier's our rendezvous
 At anchor dere we lie
 And see de vessels in de Gulf
 Carelessly passing by;
 When night comes on we dance and sing,
 Whilst de current some vessel is floating in;
 When daylight comes a ship's on shore,
 Among de rocks where de breakers roar
 Along de reef, etc.
 When daylight dawns den we're under veigh,
 And every sail we set,
 And if de wind it should prove light,
 Why den our sails we'll vet;
 To gain her first, each eager strives,
 To save de cargo and de people's lives,
 Amongst de rocks where de breakers roar,
 De wreckers on de Florida shore.
 Along de reef, etc.
 When we get 'longside we find she's pilged,
 We know well what to do;
 Save all de cargo dat we can,

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De sails and de rigging too;
 Den down to Key West we soon will go,
 Where quickly our salvage we shall know,
 When every ting is fairly sold,
 Our money down to us it is told.
 Along de reef, etc.
 Den von week's cruise we'll have on shore,
 Pefore we do sail agen
 And drink success to de sailor lads
 Dat are ploughing of de main.
 And when you're passing by dis way
 On de Florida-reef should you chance to stray,
 Why we will velcome you on shore,
 Amongst de rocks where de breakers roar.
 Along de reef, etc.

The singer, who had a broad German accent, laid great emphasis on his words. Between each verse he played a symphony, remarking - "I makes dat myself." The chorus was trolled by twenty or thirty hoarse voices, which in the stillness of the night, and at a little distance, produced no unpleasant effect.

II

The principal revenue of this place [Key West] must be derived, for the present at least, from the Florida Reef.¹⁴ There is an Admiralty Court, established by the Government, before which cases of wreck are generally tried.¹⁵ I will remark that, as far as I know, the Hon. Judge [James Webb] who presides over that Court has always acted, in his official capacity, in a manner highly honorable to himself, and with strict impartiality to those upon whose interests he has to decide. The number of vessels wrecked on this coast amount to about ten or twelve per annum, probably averaging thirty thousand dollars each. A considerable portion of this money is usually divided among the wreckers, who spend it liberally.¹⁶

I come now to speak of the inhabitants of Key West. I am unwilling to do them injustice. Many are generous and liberal, and

14. The first portion of this installment, as it appeared in the *Charleston Courier* on May 13, 1837, was concerned with the climate of Key West and the health of its inhabitants. That has been deleted.

15. This court was established by Act of Congress on May 23, 1828. See 4 *U. S. Statutes at Large*, 292, 293.

16. For the conventional division of salvage rewards see Dodd, *op. cit.*, 186-7.

to the sick, the stranger, and unfortunate, kind and benevolent. It cannot, however, be denied that there is a great want of moral feeling in the community. Men have been promoted to public office, after commission of breaches against common decency, too shameful to be repeated. This, however, must be expected, where men in power lack subservient tools to play their game. The same thing is done every day in the great world, and should not excite our wonder or surprise when occurring in an obscure place like Key West, where it is not likely to reach the public eye or ear.¹⁷ There are many high-minded and honorable men in the community. I mean only to say that they are so far outnumbered by others of a different class, that their influence is scarcely felt. Can we wonder that men so circumstanced, being without the strong restraint that religion imposes, should yield at times to the powerful temptation by which they are surrounded. Should we be surprised when we hear of their appropriating unjustly property which is not their own to bestow? Upon a few leading individuals the blame must rest, for all the villainous transactions here effected. They are the men who play into the hands of the wreckers, and abet them in defrauding owners and underwriters by what they term arbitration.¹⁸ It may be set down as a rule, whenever, during the presence of the Judge, a case is submitted to arbitration, foul play is intended.¹⁹ There are, however, occasions during the

17. Strobel's language was somewhat modified by the *Courier* editor. In the earlier version, printed in the *Mercury* on July 13, 1833, one reads: "The same thing is done every day at Washington in the sight of the whole people of the United States, and should not therefore excite our wonder. . . ."

18. An incident, narrated in the *Mercury* version (July 13, 1833) but omitted in the *Courier*, bears inclusion here. Following the phrase, "by what they call *arbitration*," we read, "I have known the keeper of a Light Ship [possibly that stationed at Carysfort Reef], and a low fellow whom no man would have trusted with five dollars, and who had been flying before civilization for 15 years, to sit as arbitrators upon a vessel and cargo worth upward of \$60,000. It was a dutiable cargo consisting of Sugar, Coffee, Segars, &c; and what think you was the first award which they gave? *Fifty-six and a quarter per cent upon the gross value of vessel and cargo!!!* When a calculation was made of the amount of salvage, after paying duties, wharfage, &c. it was discovered it would bring the underwriters in debt about 7,000 dollars, after selling everything to pay. Even the Wreckers thought this rather outrageous, and referred it back to the arbitrators with new instructions: when they awarded *fifty-six and a quarter percent on the nett proceeds*. It is evident in the first instance, that the arbitrators had only mistaken their instructions and decreed salvage on the gross, instead of the *nett* amount."

19. This statement would appear to impugn the integrity of Judge Webb.

temporary absence of the Court, which render it necessary to settle cases by this method. The British barque Glasgow was such a case. It was important to settle the business early. Arbitrators were appointed, and no more salvage was given than would probably have been decreed by the Court. Considering the transient character of the population, there are fewer petty thefts committed at Key West than any place I have ever lived in. I occupied, for a length of time, the lower part of a house, and always slept with doors and windows open, and in the course of three years, never had anything stolen from me that I know of except an old tower musket. Nor do I recollect a single case of an individual being brought before a Court and punished for stealing. There was one instance in which the Captain of a wrecker went on board of a vessel, and put on a new suit of clothes, and walked off with them. He was prosecuted and put in jail, but before the trial came on he took French leave. In another, a very singular, I had almost called it a pious theft, was perpetrated. A fellow stole a Bible, which had been very much damaged by salt water, and concealed it under a plank on the head of the wharf. There is an old proverb that "when rogues fall out, honest men are likely to get their dues." But even this poor consolation is not enjoyed by the honest man. Whenever there has been no wreck for some time, the men who are most active in taking advantage of such an opportunity, determined not to let their abilities rust for want of use, go to work and exercise their ingenuity, in cheating each other. They fall out and abuse each other like a parcel of thieves. But as soon as a wreck appears, the scene is changed: "they are high fellows, well met," and may be seen, walking about, arm in arm, deliberating in what way they can best pluck the new comer. Like a pack of hounds, when shut up in their kennel, they growl and grumble, and fight for a bone, but turn them loose upon a noble stag, and they all open upon him in full cry, and run him to the death.

The wreckers cannot, properly speaking, be considered as forming any part of the population of Key West.²⁰ Common report has represented them all as a set of pirates; now, so far from entertaining such an opinion, I have known men so employed, who were honest and liberal; and I embrace, with pleasure, this op-

20. The U.S. Census schedule for Monroe County for 1830 does, however, include the names of several men who commanded wrecker ships.

portunity of laying before the public some instances of their liberality, which are calculated to vindicate their characters.

The Brig *Marcelly*, Capt. Monroe, was wrecked and totally lost, near Cape Florida;²¹ the cargo, consisting of Cotton, was saved and carried to Key West, by Capt. Barker of the schr. *William Ross*. A private venture belonging to Capt. Monroe was given up without any claim for salvage being made. In the case of the ship *Dumfries*, Capt. Harvey, lost near Tortugas, the cargo was saved by Capt. Hoxie, of the schr. *Pizarro*. Nearly one half of the cargo, which belonged to Capt. Harvey, was restored to him, free of charge.

A very valuable lot of books saved from the brig *Concord*, by Capt. Clift, belonging to a college in Alabama,²² was not included in the valuation of the cargo, and was forwarded free of expense to the owners.

A tender was made by Capt. Clift of the sloop *Spermacetti*, to yield up the salvage on a hundred barrels of Mackerel, belonging to Capt. Blackler, of the ship *Florence*. The offer was declined, as Capt. B. was determined to share the loss.²³ A considerable quantity of furniture and bedding, belonging to a Mrs. Colwell at New Orleans, saved from the ship *Florence*, was restored without payment of salvage.

The Spanish brig *Correrro* was wrecked on the night of 2nd April, 1829, on Carrysford Reef; she very soon became half full of water. On the following morning her situation was so perilous that it was deemed advisable to put off for the land, which was about twelve miles distant. A raft was constructed, upon which twenty-three persons were placed. Two boats, manned with eighteen men attempted to row the raft ashore. The attempt was vain, and they were compelled "to cut adrift." The raft floated off with the current of the gulf stream; the boats in their progress to the shore were met by the wrecking schr. *Native*, Capt. Glover, and sloop *Splendid*, Capt. Charles M. Johnson. The persons in the

21. Cape Florida was the southern tip of Key Biscayne.

22. The *Concord*, bound from New York to Mobile was wrecked in October, 1831. Only three colleges existed in Alabama at the time, Spring Hill (in Mobile), Athens (in Athens), and the state university (Tuscaloosa). I discovered no clue as to which of these this shipment was consigned.

23. The *Florence* bound from Boston to New Orleans, was wrecked on November 22, 1831. *Key West Gazette*.

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boats were taken on board of the *Native*, and the *Splendid* proceeded immediately in search of the raft, which had by this time drifted out of sight. It was found and the persons saved, after being exposed for *fourteen hours*. In this case, the conduct of the wreckers was highly meritorious. They having refused to go in search of valuable cargo, until they had first saved the persons.

The following is extracted from the decree of Judge WEBB in that case.

This is unquestionably a strong and meritorious claim for salvage, one in which merit is much enhanced by the fact of the wreckers declining to go in search of property, until they performed the more benevolent act, of saving the lives of those who were exposed on the raft, and who were floating out to sea, beyond the reach of ordinary succour. Had the salvors proceeded immediately to the wreck they might have saved more property than the delay occasioned by the search for the raft afterwards permitted, and consequently their compensation would have been greater. But to their credit, they showed a disregard to their interest, while the lives of their fellow beings were in danger.

III

Several months elapsed after my arrival at Key West, before any wreck occurred.²⁴ Business was therefore dull, and money scarce. The people began to grumble just as seriously as I have heard them in agricultural countries complain of "no rain" and "short crops." "I don't know," said one, "what will become of the place, if we don't have a wreck before long." "It's a long time," said another, "since we have had anything to do, but this state of things cannot last forever; by and by we shall have three or four wrecks at once." One day I was very busily employed indoors for several hours, and took no cognizance of passing events. On going, however, into the street, I at once discovered an unusual excitement in our little town; "the world appeared to be turned upside down." Several men on an observatory, were watching something in the distance, with great anxiety and apparent delight. The women and children, mounted on chairs, were looking in the same direction from their windows. In the street, all was hustle and confusion. A number of persons were running to and fro, as though "possessed of a devil." I enquired of several what was the matter?

24. This installment from the *Charleston Courier*, May 18, 1837.

and received no answer; they were all too busy to tell me. At length one man came running along, almost breathless. I seized him by the collar, and demanded of him for God's sake what is the matter? you all appear to be mad! Let me go, sir! Let me go! A wreck! A wreck! The news went like wild-fire. All kind of business was suspended. Pots, pans, and gridirons were left with their contents at the mercy of the fire, while the scullions, catching the prevailing mania, rushed, all covered with grease, into the street.²⁵ Horses, deserted by their drivers, were left to provide for themselves and their loads. Those who lived up town, ran down town; whilst those who lived down town, ran up town; and the people appeared to be as much elated, as if every man, woman, and child among them expected to make a fortune out of the wreck.

“I could have laughed, but lacked the time.”

Hurried on by the impulse of public feeling, I mounted a piazza in hopes of being able to catch a glimpse of the expected prize. The whole scene reminded me forcibly of an anecdote related of Cornwall in England. “A minister of the gospel was preaching to his congregation. In the midst of his discourse, a man ran in and exclaimed, ‘a wreck!’ At the word the congregation rose en masse. The minister, determined not to be left behind in the chase, called the attention of his people. ‘My dear brethren, one word before we part.’ The congregation paused. The minister, in the meantime, had descended from the pulpit, and pulled off his gown. ‘Let us all have a fair start’; and away went minister and congregation together.” Some fifteen or twenty minutes were passed in great suspense, when at length the long looked-for “hove in sight.” It was a large British brig, heavy-laden, and preceded by a wrecking sloop which led the way. Murmurs of satisfaction rose around me, as the goodly dimensions of the vessel became visible; and “there she is,” fell from many a tongue. The brig entered the harbor slowly and unwillingly, like some noble victim led up to the altar to be sacrificed. She was not, however, crowned with flowers or with garlands. She rather resembled some poor fellow, whose clothes had been terribly torn and rumbled in a scuffle. Her yards were all awry; her sails were hanging loose and neglected. In short, everything about her “wore an aspect of woe.” As she neared the town a number of

25. For a similar episode see Shepard, *op. cit.*, 165.

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boats put off to enquire the news, and several persons boarded her, to try and negotiate for the consignment of the wreck.

And now, those who expected to get any pickings, collected at corners in small knots, where they were busily planning future operations. Here and there, a couple were walking up and down, whispering to each other in a most loving and affectionate manner, who the day before were ready to cut each other's throats. At length, the vessel came to anchor opposite the town, and the boats returned to the shore. Each party now went down to meet the people from their respective boats, and to enquire the news. Mr. RICHARDS, it appeared, was the lucky man, he having obtained the consignment. The vessel was the British brig, *Peter Willis*, with a cargo of logwood from the Bay of Honduras, bound to England. She had been ashore on the Carysford Reef, and had been gotten off and brought down by C---. ²⁶ All parties now dispersed and returned to their respective homes - some to felicitate themselves for their good fortune and others to curse their bad luck or to abuse their more successful neighbor. For the remainder of the day everything remained calm and quiet. But, on the following morning operations were renewed. Mr. RICHARDS was now looked upon as "cock of the walk" - he was followed around the town like some nabob, by his satellites and under strappers, every one being anxious to afford his assistance and advice. Notwithstanding the Judge of the Admiralty Court was then present, it was determined to submit the case to arbitration as a more expeditious way of settling the business. L--- and S - - - were appointed arbitrators ----- they gave sixty-two and a half percent salvage on the nett proceeds of the vessel and cargo. The surveyors, who inspected the vessel and cargo, condemned her as unworthy of repairs, and she and her cargo were ordered to be sold. The gross amount of sales was about four thousand eight hundred dollars. After the business was settled the share remaining to the underwriters was about three hundred and forty dollars which was paid over to the Captain. In what way this business was managed, I never could devise, unless

26. I do not know whether it was the decision of Dr. Strobel or the editor of the *Courier* to conceal the true identity of the many persons involved in the business described in these accounts. I rather suspect it was the latter. Some effort has been made to identify some of these wreckers and arbitrators, but at best it remains largely guess work, and for the purpose of the moment, hardly worth the trouble.

the agent paid salvage on the gross amount of, and out of the balance defrayed expenses, such as duty, storage, wharfage, &c. The underwriters must have looked blank when the captain presented his accounts and three hundred and forty dollars as the proceeds of a large brig and her cargo. What amount the captain received on his own account, I never learned. There were, however, certain sails, and barrels of beef and bread which were not included in the valuation of the vessel, not sold, which were passed from the brig on board of the wrecker. There is no mistake about this, for the articles not having been entered at the Custom House, were found on board the wrecker, seized and condemned for a violation of the revenue laws. Independent of these articles, two pair of jackscrews, and an iron wrench were left at Indian Key. Now, the British Captain must have been a very liberal fellow, if, in addition to paying sixty-two and a half percent salvage, he gave all his ships' stores, jackscrews, iron wrench, &c. to the wreckers for nothing.

IV

The British brig *Bella* was the next wreck.²⁷ She went ashore on Carysford Reef, and was got off without much difficulty by a wrecker who was called Uncle Hickory. At the time this vessel was brought down to Key West I was boarding in the family of a Mr. F---. The Captain of the brig came up to the house after tea, on the evening of his arrival, and consigned his vessel to Mr. F---. as agent of a house, and engaged to breakfast with him on the following morning. About seven o'clock the next morning, RICHARDS and LAHWTON, who had been laying in wait for him, met the Captain as he came on shore, and took him up into a cupola, where they had a long conversation together, which resulted in his going to breakfast with them. About nine o'clock that day, it was reported that the brig had been consigned to RICHARDS, and so it turned out. The Captain of the *Bella* was so well satisfied that his vessel had received no injury, that he refused to haul onto the wharf or discharge his cargo. He was walking down the wharf one day with a French Captain who had the misfortune to be wrecked near him, and at the same time. He stopped suddenly, folding his arms, and as he surveyed the brig riding ma-

27. This installment from the *Charleston Courier*, May 19, 1837.

jestically in the stream, exclaimed - "Who, to look at that vessel, would tell me that she had been on the Reef?" The French Captain, not comprehending the idiom of the language, looked intently on the brig for a minute or more, and then turning on the Captain, promptly replied, "I shall tell you so, because I see her on the Reef myself." The case of the *Bella* was submitted for arbitration of course, some of the chosen few were selected-Lahwton one, the others I forget. Sixty-two and a half percent was awarded as salvage upon the brig and her cargo, which consisted of cotton. The Captain, in hopes to raise a sufficient sum in Havana, by giving a bottomry bond on the vessel and cargo, requested the arbitrators to frame their award so that he might be able, if he chose, to pay in money, provided he could accomplish his object by going to Havana. In order, therefore, to ascertain the value of the vessel and cargo, two appraisers were appointed, who valued the cotton at eight cents per pound. The salvage, of course, to be sixty-two and a half percent on the whole cargo at that price. The Captain of the *Bella* went to Havana but failed to negotiate a loan; in consequence of which he was compelled to sell a part of the cargo to pay the amount of salvage at the appraised value. The sale was advertized to take place on a certain day. Mr. RICHARDS, the agent of the brig, and his friend, Mr. BLACKFOOT, being as they supposed, the only two men on the Key who had sufficient funds to make so large a purchase, determined to monopolize it at their own price. RICHARDS having heard that Uncle Hickory, the Captain of the wrecker, wanted to make a purchase, called on him and enquired how many bales he wanted. "Why," says Hickory, "about a hundred bales or so-enough to load my sloop." Richards and Blackfoot thought they now had the game in their own hands-we will let Hickory buy his hundred bales at a moderate price, and the balance we will be able to get at our own price. The two friends got up in the morning of the sale with their hands full of golden dreams, and anticipating the most glorious results from their speculations, which they considered certain. The long expected bell is rung, the people assemble, and the auctioneer puts up the Cotton. "Gentlemen, I offer you fifty bales, with the privilege of the whole, how much do you offer? Does anybody say five cents? Five cents to begin-five, five, five and a half! Six cents! no better bid, it goes at six-once, twice, six and a half in time, six and a half, once! twice, three times and gone. Who is the purchaser? Capt. Hickory. How

many bales do you take?" "Why, I believe," says Uncle Hickory, I may as well take the whole at that price." It would be difficult to describe the chagrin and mortification of the two friends at this unexpected turn. Blackfoot, however, who was a prudent man, not easily ruffled, nor excited by passion, said not a word about the affair. Richards, on the contrary, who was not of so equable a temper, and who expected to have pocketed his share of the profits, went about the Key for several days grumbling, growling and cursing like a surly dog from which some mischievous urchin had snatched his expected bone.

Let us now, as a matter of curiosity, enter into a calculation, to ascertain the actual amount of salvage paid on this cargo. It will be recollected, that the Cotton was valued at eight cents per pound. Let us suppose that there were eight hundred bales, each weighing three hundred pounds, it will amount to two hundred and forty thousand pounds, at eight cents per pound, would produce nineteen thousand dollars. Sixty-two and a half per cent upon which would amount to about twelve thousand dollars salvage. But in as much as the Cotton was sold for one and a half cents less than its appraised value, a larger proportion in weight must be figured than sixty-two and a half percent, to pay the twelve thousand dollars.

One hundred and eighty-four thousand six hundred and fifteen pounds, at six and a half cents was the quantity actually sold, instead of one hundred and fifteen thousand pounds at eight cents, making a difference of thirty-four thousand six hundred and fifteen pounds, or two thousand seven hundred and sixty-nine dollars and twenty cents, at the appraised evaluation, or two thousand two hundred and forty-nine dollars eighty-seven and a half cents, at the price for the cotton actually sold.

The actual amount of the salvage paid was therefore within a very small fraction of seventy-seven percent. It is evident that the cargo was appraised at more, or sold at less than its value. It is probable that it sold for less. And whose fault was this—the agent's beyond a doubt. It was his business to have gone, or written to Havana, and raised funds to prevent the cotton from being sacrificed. Instead of which we find him in the market endeavoring to speculate upon the misfortunes of him whom it was his duty to have protected.²⁸

28. The remainder of this installment deals with the state of medical practice of the times in Key West and other remote communities.

V

At the same time with the *Bella*, and in sight of her, the French ship *Isaac* was wrecked and brought to Key West.²⁹ The Captain was a prudent, cautious man, and acted with great deliberation. He informed me that when his vessel got ashore it was nearly calm. He saw the land distinctly, it was in daylight, and yet there was so little wind, that with all sail set, he could not counteract the current of the gulf, which swept on the Reef. When he discovered that there was no alternative, he let go his anchors, "in hopes of bringing up," but it was all in vain; they would not hold, and she went on the Reef in spite of every precaution. He declared, however, solemnly, to use his own words, that "when his vessel grounded, she went on so easy that she would not have broken an egg under her bottom." A wrecker ran down along side of her and proffered his assistance, which was accepted. The ship was got off without difficulty, and without taking out any of the cargo. She was brought inside the Reef, and the wrecker insisted upon going down to Key West, to determine the amount of salvage which he should receive. To this the Captain objected strongly, and offered to pay what he considered a fair compensation for the services rendered. He was finally compelled to yield the point, being completely in the power of the wrecker. The Captain of the wrecker went on board of the *Isaac* as pilot. She was running down inside of the Reef with a fine breeze, and while going at the rate of about eight knots, was run ashore upon some rocks. In consequence of this mishap, it was necessary to employ three or four wrecking vessels, each of which took out a full cargo to lighten her. * These vessels, of course, put in their claims for salvage, and

* The wreckers sometimes consort; by this phrase nothing more is meant than that two or more vessels employed in different parts of the Reef, enter into some kind of co-partnership for a given time. The men on board these vessels, are not generally shipped on wages, but shares. When a sum of money is received by a wrecker, for services, one half goes to the vessel. The remaining half is divided into as many shares as there are men on board; the Captain being rated at three, the mate two, and each man one. Every thing made within the space of time that a given number of vessels may be consorted, is divided into the above proportions among them all.

29. This installment from the *Charleston Courier*, May 20, 1837.

were allowed it. The mate described to me, in glowing terms, the condition of the vessel while ashore on the rocks. She was a splendid new packet ship, laden with Cotton from New Orleans, bound for Havre. "Judge, sir, if you can, of my feelings at seeing that ship, the delightful pride of my heart, thumping and rolling at the mercy of the wind and waves." A wrecker lay on each side of her, while all hands were busily engaged breaking out Cotton, and discharging it into their vessels. Those men seemed more voracious than the elements, and appeared to delight in the ruin which they had made. In the midst of the bustle C--- came on board. The mate being the only person who spoke the English language, he represented that the wrecker, who had charge of the ship, knew nothing about his business, that he had run the ship ashore intentionally, and that he, C---, would give him (the mate) two hundred dollars, if he would persuade the Captain to let him take out the load. The French mate replied to this insulting offer in the following emphatic language, "I know you, sare; you are von dam rascal; you wreck the French brig V---, and if you do not quit the vessel immediately, I will blow out your brains." As the mate related this incident to me, the tears streamed down his weather-beaten cheeks, at the idea, as he said, "of a man endeavoring to take advantage of his misfortune." I could not for a moment doubt the truth of his statement.

The French Captain expected to pay from fifteen hundred to two thousand dollars salvage. The inspectors who had been appointed, ordered the vessel to be discharged and hove out, in order that they might ascertain what damage the ship had sustained. Under these circumstances, the mate met me one day, and with great simplicity, asked me, "Monsieur, can you tell me if I can find some jack screws on this Islan?" I very naturally inquired what he wanted with jack screws. "Ah," said he, "dey have screw dat Cotton very tight in my hole at New Orleans, and I am very much afraid I shall not be able to get it all back in my hole." "My dear sir," I replied, "if you get half of your Cotton back, you may think yourself well off." And so it turned out; she did not carry her lower hold full. Arbitrators were appointed who gave the usual salvage of sixty-two and a half percent, on the value of the vessel and cargo, and a quantity of Cotton, sufficient to pay it, was sold. I have said the Captain was a prudent man; before he would consign his vessel, he went over to Havana and

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consulted with a respectable mercantile house, by whom he was requested to consign to Mr. RICHARDS. †

He also endeavored to raise as much money on a bottomry bond as would pay salvage, by which he hoped to avoid selling the cargo at a sacrifice, but did not succeed.

VI

I might go on and multiply cases in sufficient number to fill a volume.³⁰ But I am not disposed to trespass unnecessarily upon the time and occupation of the reader, with a detail of events which may not prove interesting. I shall close my account of wrecks with the following case, which may be supposed to embrace at one view, all the villany practiced in wrecking. At all events, this case, taken in connection with what I have already presented to the public, will suffice for my present purpose.

The brig H--- of Boston, sailed from Havana on the 5th day of October, 18-, bound for Antwerp, with a full cargo of sugar, coffee, segars, tobacco, and logwood. About 7 o'clock on the morning of the 7th, she struck on the Florida Reef, knocked off her rudder, round house, and some part of her false keel, and thumped over the Reef in fifteen fathoms of water where she anchored. The captain, from some cause not known, poisoned himself by drinking a phial of laudanum, and the command devolved upon the mate. While the mate was busily employed in repairing the vessel, and putting her in a condition to go to some port, the following scene may be supposed to have taken place. I say supposed, because no one could have been present, and my conjecture is founded upon rumor. I shall make a distinction between what I saw, or can substantiate by proof, and what I derived from others. I repeat then that the following scene may be supposed to have occurred. The sloop *Mary Bella*, Capt. C---, and schooner *Pickle*, Captain E---, are seen one evening about sunset, slowly wending their way to Indian Key.

† It may seem strange that a respectable house in Havana should lend their names to such a man as I have described Richards; yet such was nevertheless the fact and is calculated to show the extent of the influence and cooperation afforded wreckers even out of the country.

30. *Ibid.*, May 22, 1837.

They enter the harbor, come to anchor, and furl their sails. As soon as night set in, C--- lowers a boat and goes ashore. For some time he paces up and down the wharf in deep meditation. He was not, however, long left in the solitude of his reflections, before he was joined by one B---. The two enter in a long and earnest conversation, at the end of which C--- put off in his boat and returned to his vessel. So far we are compelled to conjecture; now we come to the facts. B---, who was the captain of a small turtling sloop, boards the brig, and offers his services as pilot, which were accepted. The body of the captain, having been taken ashore and burned, and the brig having been repaired, she was got under way by B---, as a pilot on the 9th of October. The sloop *Mary Bella*, and schooner *Pickle*, in the meanwhile, instead of taking their usual cruise, were hovering about in sight, and watching the movements of the brig. About 1 o'clock the brig struck again on the Reef, and very shortly afterwards the sloop and schooner came down and offered their services which were refused. The master of the brig now had an anchor taken out, and endeavored to haul her off with a windless, but without success. At 6 o'clock in the evening, the master finding it impossible to get the vessel afloat, took the assistance of the wreckers. After each vessel had taken out a load, the brig was hauled into deep water, which was about 12 o'clock at night. The brig, accompanied by the wrecking vessels, now proceeded to Key West, to determine salvage. Through the persuasion of C---, the master was induced to consign the brig to Mr. OBEDIAH COMMON, a gentleman from "down east." The Judge of the Court was absent, but daily and hourly expected to return, but no time was to be lost. Advantage was immediately taken of this circumstance, to submit the case to arbitration. Lahwton, an old hand, was appointed on the one part, and V--- made his first essay on the other. After hearing all the evidence, they awarded fifty-six and a quarter per cent on the gross value of the vessel and cargo. But it being ascertained, on calculation, that after payment of duties, expenses, and salvage, at that rate of percentage, not only would the vessel and cargo be swallowed up, but the owners would be brought in debt several thousand dollars. The case was referred back to the arbitrators, who, upon more mature deliberation, decreed fifty-six and a quarter per cent, on the nett proceeds of the vessel and

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cargo. Now, it is evident, that the best way this business could have been managed, was, in the first place, to have borrowed as much money, on a bottomry bond, as would have paid for the repairs and salvage. By this means, the vessel would have been able to proceed on her voyage without the payment of duties on her cargo. But even, could this not have been accomplished, the next course should have been to have made a fair estimate of the salvage, and to have paid it in kind, at a fair value, that is, give a certain proportion of coffee, segars, &c. and to have sold as much of the balance of the cargo as to have repaired the vessel, and to have enabled her to complete the voyage with the remaining cargo. But no, neither of these plans would answer. Mr. OBEDIAH COMMON was an auctioneer, as well as a commission merchant, and it was somewhat of an object to get his commission upon the sale of the whole cargo. Should the brig be proved worthy of repairs, there would be no pretext for selling the cargo remaining after payment of salvage. Two or three individuals were therefore appointed surveyors or inspectors; care being taken to select those of the right sort. After inspection, these men pronounced the brig to be in such condition as to require repairs to the value of six thousand three hundred and twenty-eight dollars. Mark the specific sum, how nicely calculated - she, as well as her cargo, were therefore ordered to be sold at auction, to the highest bidder. I do not recollect the price for which the cargo sold, but I do recollect that C--- bought the principal part of it. The brig was sold for \$2,500. By a subsequent survey, made at the instance of the purchaser, it appeared that she had sustained no injury except in her false keel, and the correctness of the second survey was corroborated by the fact of her having sailed from Key West, after very trifling repairs, not exceeding \$500. * She was loaded with cotton, upon which a freight of nearly one thousand dollars was paid, and on her arrival in Boston was sold for \$7000, from whence she proceeded on a voyage to Europe with-

* "Any person not being the owner, who shall, on the high seas, wilfully and corruptly cast away, burn, or otherwise destroy any ship or other vessel unto which he belongeth, being the property of any citizen or citizens of the United States, or procured the same to be done, and being thereof lawfully convicted, shall suffer death."

Ingersoll's Digest, p. 162; 3 *Brown* 611.

out further repairs. The sequel of this case is instructing; let us therefore examine it, as it is likely to throw some light upon what might appear otherwise obscure. It having leaked out by some means, and being reported that B--- had been bribed by C--- to run the brig ashore; the Agent of the underwriters, instituted such inquiries as would enable him to commence a suit against him. B----, however, was not "to be caught napping," he was on the "que vive" [*sic*], and absconded; he was absent several months-and no where to be found until all of the persons whose testimony was likely to convict him, had left. One might have supposed, that this villain, on his return would have been hooted out of society: but it was quite otherwise-he was looked upon as a "devilish smart fellow;" and C---, by way of testifying *his confidence in his skill and ability*, appointed him to the command of a schooner. He was taken into C---'s establishment, from whence he returned after a few months, and commenced business on his own account.

Now I might almost challenge the production of a case of fraud equal in enormity to this, from its commencement to its close. What! a pilot run a vessel ashore intentionally, and not punished for it? Aye, even so; for had a suit been commenced against him, such was the character of the witnesses, that they would either have been bribed out of court, or suborned to prove him innocent. I have heard it publicly stated that C--- and B--- had quarreled in consequence of the former having refused to pay the latter \$500, the sum agreed upon for running the H--- ashore. And yet the person who stated that he was present when the altercation took place afterwards pretended (when called upon) that he knew nothing about it. Can any man doubt after what has been stated, that the surveyors on the first instance were perjured scoundrels, or that they were bribed to estimate the damage at what they did, for the express purpose of affording a pretext for selling the whole cargo-and what can I, or shall I say of the Gentlemen Arbitrators, more than I have already said. Fifty-six and a fourth percent salvage on a vessel and cargo worth from 40 to \$50,000 nett, for six hours labor for twenty men and two vessels, whose united value did not exceed \$5000. Upon what possible principle could they have made up their opinions? The principal argument which formed their opinions was, that they were well paid for them, and they who

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paid them took good care to tutor them as to the amount of salvage which they expected to recover. Some estimate may be formed of the loss sustained by the owners and underwriters, as the case may be, when the following facts are taken into consideration. First, the award of salvage; second, the payment of duties on the whole cargo; third, the selling of the brig for \$5000 less than her value; and fourth and lastly, the sacrifice of the cargo by a sale at public auction when, as the case turned out, the brig was fully competent to have taken it to its port of destination.

VII

The cases which I have brought before the public are sufficiently strong to show in what manner salvage is awarded upon wrecked property at Key West.³¹ There is still, however, a wide field unexplored—much villany is practiced independent of wrecking. There are individuals who will lend themselves to any transaction however fraudulent, provided it will enable them to put “money in their purses.” The following transaction which occurred while I was present, will be a sufficient sample. A brig sailed some time ago from New Orleans, bound for Charleston. She had on board a freight consisting of sugar, molasses, bacon, &c. consigned to Messrs. Chs. Edmondston & Co., and Messrs. Herckenrath & Lowndes. It being ascertained on her passage that she leaked badly, (whether or not from the effect of any injury, which she sustained from stress of weather, I did not ascertain,) she put into Key West, discharged her cargo, and upon survey was

† [The dagger marking this note at the end of the installment was omitted from its proper place in the original text by the typesetter. The purpose of the note is obvious, however.]³²

“When a vessel has been injured by tempests, it is the duty of the master to repair her, if possible, and if not worth repairing, to have her regularly condemned; and if it is not proved that it was impossible to repair her, or that she was not worth repairing, he has no right to break up the voyage and convert a partial into a total loss.”

Cone's Digest, p. 395, 2 *Wash. C.C.B.* 375, 1 *Cond. Maison In.* 159.

31. This installment from the *Charleston Courier*, May 25, 1837.

32. Dr. Strobel apparently consulted the standard authorities of his day on questions of Admiralty Law. The *Ingersoll Digest*, for example, was one of the reliable commentaries of the times. Edward Ingersoll, *A Digest of the Laws of the United States the 4th of March, 1789 till the 11th of May, 1820* (Philadelphia, 1821).

condemned as unworthy of repairs. Under these circumstances the captain and agent undertook to sell the whole cargo at auction, notwithstanding there was a brig lying at the same wharf, waiting for freight. On all large sales of property it is customary to allow ten days credit. The reason of this is obvious, there being no Bank at Key West, and but little money kept there, supplies are usually obtained from Havana. In order, therefore, to enable speculators to come into market, time is allowed them to procure necessary funds. In this instance the agent, with a knowledge of the fact, that there was not more than 5 to 600 dollars on the Island, advertised a sale of the property at two days credit.

Several respectable merchants called upon the agent and objected to these terms, as it was impossible for them to obtain the money in time to pay for the purchases they were disposed to make. The agent refused to alter the conditions of sale. Two or three individuals of undoubted credit, went forward and offered in payment for purchases which they might make bills on New York or Charleston at sight, or they would claim ten days credit to obtain funds from Havana. These offers were all rejected, and the sale took place. The individual who had 5 to 600 dollars, purchased that amount in sugars; the balance of the cargo was of course bought in by the agent for the captain. The goods by him were shipped on board of a brig lying at the same wharf, which he chartered. On their arrival at the North they were sold at an enormous profit. The Captain was thus enabled to sell a valuable cargo, which had been entrusted to his care for carriage from one port to another. More than this, with probably not a dollar in his pocket, he buys in at a sacrifice, goods worth ten thousand dollars, reships them on his own account, and realizes in all probability a profit of fifty percent. The course of this man was plain—he should have chartered the brig on account of those to whom the goods belonged, and have re-shipped them for their original port of destination. Had he thus acted, I presume he would, on his arrival in Charleston, have received not only the sum agreed upon by the shippers for freight, but also any additional cost and charge which might have accrued. I am not aware of whatever became of the Captain, or what sort of account he ever rendered to owners or underwriters.

Speaking of the agent in this case, it was remarked in the presence of one of his friends, “that it was believed he (the

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agent) was not an honest man." The friend was highly outraged at the remark, and wanted, right or wrong, to fight on the spot. He began to roll his sleeves and make other preparations for action. Being not "in the vein" for fighting at the precise moment, the other person very coolly observed, "don't be in too great a hurry, but let us know what we are going to fight about. Men may honestly differ in opinions, let us therefore understand each other. The reason why I call your friend a dishonest man, is on account of his conduct in reference to the brig, A---, with which you are no doubt acquainted." "Oh!" said he, is that all you have to say against him? I don't consider that there was anything dishonest in that business, so far at least, as my friend is concerned. He was the agent of the Captain, and of course bound to obey orders." "There now," replied the other, "I saw how it was; the only difference between us is respect to the definition of a word. I conceive that no honest man can aid and abet another in the commission of a fraud. You, on the other hand, think a man may be accessory to a robbery, and so long as he does not steal himself, is an honest man. In that sense of the word I am willing to admit your friend to be an honest man." The gentleman was perfectly satisfied with this apology, as he was pleased to term it, and went away felicitating himself on his successful vindication of his friends character-whilst the other called to mind the old saying: "the receiver is as bad as the thief," and for once two disputants went off, each satisfied with himself, and fully convinced that he had carried the day.³³

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It was to me for a long time a matter of surprise, and a circumstance which I could not comprehend, that captains of vessels wrecked on the Florida Coast, should, on their arrival at Key West, persist in consigning their business to irresponsible persons, when they might have procured agents who possessed some character, and above all, when they were repeatedly informed that the offices at which their vessels were insured have a regularly authorized agent in this port. I was equally surprised to hear some of these very captains, after having refused to avail themselves of good advice in reference to consignment, abusing

33. At this point Strobel quotes a passage from Peters' *Admiralty Decisions*, Art. 25, p. 30. This I have deleted.

the wreckers for robbing them of property or swindling them in the adjustment of their business. It was above all particularly strange, that I never heard of a suit being instituted against any wrecker by any one of them for robbery, nor was an attempt ever made before the Court to bar a claim of salvage on the plea that the parties had embezzled property from the wreck, although the Judge of the Admiralty Court uses the following emphatic language in the case of John Appleman, Jr. [Libellant] vs. brig *Concord* and cargo: "The Court takes this opportunity of remarking, that there is no offence upon the perpetrators, of which it would be more disposed to visit the severest penalties of the law. There is something so degrading, and at the same time so unmanly in the crime of purloining from the unfortunate, that every generous mind would at once shrink back from its contemplation. It is disgraceful enough to steal under ordinary circumstances, but when a stranger is driven to our shores by distress, his very misfortunes entitle him to our sympathy and protection, and he who, under such circumstances, would ungenerously rob him of that which the tempest in its fury may have spared, not only deserves the unqualified execration of every honest man, but shall, so far as this Court is capable of inflicting it, receive that punishment which will probably be more effectual in suppressing a crime so disgraceful."

The following incident opened my eyes as it no doubt will those of the reader, and explained to my entire satisfaction the why and the wherefore. A captain of a wrecked vessel once called the wrecker to whom he had paid fifty per cent salvage, a d---d scoundrel, and accused him of having stolen from the vessel \$1200 worth of property for which he had not accounted.

The wrecker neither denied nor resented the accusation, but very coolly took the Captain aside, and whispered something in his ear, upon which, as though by magic, his anger abated. It was generally expected that the Captain, who had made so bold an assertion in public, would have taken some steps to recover the property purloined, but nothing more was said about it. This occurrence had passed almost entirely from my mind; when I sat one evening on the step of my door, the wrecked Captain came up and took his seat beside me, and after some general conversation, asked my opinion whether he had arranged his business

well? I replied that I did not know but what he had. But in as much as he had asked my opinion, I would give it to him freely. "Had I been in your place I would have consigned my cargo to the agent of the offices, at which she was insured, for as they have to pay the loss, the least they could have expected from me was, that I should place the business in the hands of their agent, and afford him an opportunity of making the loss as light as possible." The Captain replied, "But, my dear sir, the wreckers told me that the individual to whom I consigned was a better merchant than the agent of the underwriters, and that he would do my business better, and more than this, they told me he was put here as a spy to watch my movements, and to report anything in my conduct which to him might appear incorrect." I answered these objections with the following language: - "And are you so silly as to believe what the wreckers would tell you? Don't you know that it is their object to place the business into the hands of someone who would manage it not for your interest, but theirs?"

"Suppose that the agent of the underwriters was ignorant of business, it was no concern of yours, so long as he was agent for your insurer. Suppose him not only a fool, but a most notorious scoundrel, so long as he was their agent, your insurers could judge of his conduct, by whose acts they are bound, so long as he held their power of attorney. Now I know this agent to be not only fully competent to discharge of his duties, but I believe him to be an honest and a liberal man in all his dealings.³⁴ But whether I am right or wrong in this opinion, it does not alter the case, so far at least as you are concerned. Had you consigned to him, you would have been released from all responsibility. And to every objection that your insurers might have urged, you could well have replied, 'Gentlemen, it is your business, not mine, to canvass the merits of your agent.' In regards to the agent's being a spy upon your actions, would he be less so because you gave your consignment to another? Might you not reasonably expect that he would watch you even with a more jealous eye?"

The Captain was silenced for some time by these arguments. After some reflection, however, he came out with the following

34. The agent for at least seven insurance companies during 1831-32 was one Oliver O'Hara. His presence in Key West is frequently noted in the pages of the *Gazette*.

precious confession - "I had another reason-I was told the man to whom I consigned, would give me one half the commission on the vessel and cargo, which the agent of the underwriters would not do. Now, I have met with a misfortune, and a poor man, and a man of family, and shall be thrown out of employ for some months. My pay per annum is not more than \$500, and by this arrangement, I shall make sixteen or eighteen hundred dollars, equal to three years wages. Now, if my consignee chooses to give me half of his commission, it is no business of the insurance officers." This was an argument to which I deemed no reply necessary, and we parted soon after, when the following train of reflection crowded upon my mind: So then, the secret is out-this, I presume, is the reason why the Captain did not prosecute the wreckers for stealing \$1200 worth of property from him-he had been bribed by the wreckers to consign to a certain man for the sum of sixteen or eighteen hundred dollars, and no doubt the object of the wreckers in taking him aside was to remind him of the position in which he stood. And this too, I have no doubt, is the reason why a majority of wrecked captains will not consign to the agent of the insurance offices, or to responsible mercantile men. The more I reflected upon this matter, the more I was struck with its enormity. What inducement to a dishonest captain, who has command of a valuable cargo, to run her on shore-two and a half per cent on the full value of the vessel and cargo! No wonder that these captains are compelled to stand by and see the property sacrificed, and their owners swindled. And yet, it is strange, that these men, carrying off, as some of them do, a share of the plunder in their own pockets, should be so very vocal in their denunciation of the wreckers as a set of pirates, and their agents as no better. These gentlemen, no doubt, make out the best story they can to gull all parties concerned. Experience in these matters has led me to believe that a majority of the captains wrecked on the Florida Coast, and taken to Key West, generally carry off more money of their own, than they bring with them.

VIII

After what has been stated, it may reasonably be expected that I should suggest some remedy for the evils which I have

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brought to the notice of the public.³⁵ I have spent much time in reflection, and in consulting the law in reference to these matters. The answer to the two following inquiries, appears to me to embrace the whole subject.

1st. Suppose a Captain to be brought to Key West by wreckers, and on his arrival to receive information, that the offices, at which his vessel and cargo are insured, have a regularly constituted agent on the spot, and he chooses to consign to some other person, by whose neglect or mismanagement, an unnecessarily heavy loss is sustained. Who would the insurers be bound to pay?

In the event of shipwreck, it would appear that the Captain becomes "ex necessitate" agent for all parties concerned in the vessel or cargo, and as such, may transact the business as he pleases. The agent for the insurance companies, has not even power to stay illegal proceedings, at the time of their occurrence; but is compelled to stand by and see frauds practiced upon those whom he represents, without being able to interfere in their behalf. Thousands of dollars are thus annually extracted from the funds of Insurance Companies. So long as they can, by so doing, pocket a share of the plunder, a majority of Captains will continue to consign to irresponsible agents; and so long as those agents are dependent upon the wreckers for their business and commissions, they will play into their hands. Let it not be supposed I judge too harshly of human nature. Self interest is a powerful motive, and requires all the checks of law, and the salutary operation of sound moral public opinion, to keep in subjection, and to compel men to deal justly towards each other. It is in vain to talk of redress at law, where such conspiracies exist as at Key West; business being managed with due regard to the forms of law, whilst the ends of justice are lost sight of. The individuals who cooperate with the wreckers, whilst performing the office of agent for the wrecked, take care so to conduct themselves as to bid defiance to laws; no pretext being left for arranging their proceedings. Can it be expected that these men or their satellites, should even, when called in, testify to the whole truth by which their own villainies would be exposed? And what

35. This is from the last installment printed in the *Courier*, May 29[?], 1837. The first portion of this, here deleted, relates to Revenue Officers, as Strobel had observed them in Key West.

are oaths to such men? They regard them as mere words, mere forms of law, imposing no moral obligation, except when it may promote their interest. There are men on the Florida Reef, who can be brought forward to prove or disprove anything, and who make their living by perjury. In the case of the brig *Halcyon*, different persons present at the time of the wreck, on being brought before the Court and sworn, testified directly contrary, some declaring "that at the time of the wreck, the vessel was going at the rate of eight knots, there was a gale of wind blowing, the sea was boisterous, and the vessel thumped so heavily on sharp rocks, that she must have gone to pieces in a few hours," Whilst others affirmed, "that the wind was light, the vessel not going over four knots, the sea was tranquil, the bottom smooth, and that the vessel could not have sustained any material injury." Can there exist a doubt that one of these parties was perjured? And how can the ends of justice be attained, where persons will so conspire to swear falsely? The law is but a ticklish business, under the most favorable circumstances; what must it be, or what protection does it afford to the rights of citizens, when its administration is thus shackled? As respects public opinion and its moral influence at Key West, I presume the reader is by this time tolerably well qualified to judge. "The greatest rogue is the cleverest fellow;" I have at times been alarmed at the extent of these conspiracies to defraud, when I have seen men, whose conduct, in any decent community, would have entitled them, at least, to a "tarring and feathering," if not to the "pillory, whipping post, or branding," appointed as public officers. When I have seen the keeper of a light co-operating with wreckers, and their agents, to defraud the ship wrecked; and should any honest man attempt to raise his voice against these malpractices, he would either be crowded down by a parcel of bullies, or overwhelmed with certificates and recommendations from men no better than the villain who is to be defended.

But to return from a digression. It would appear that a Captain has a right to exercise his own discretion in the consignment of his vessel, and that under the existing state of things, the insurers would be bound to pay all losses sustained, whether by damage, payment of salvage, or even by fraud or mismanagement. This brings me to the consideration of the second position.

In the event of shipwreck, has the Captain of a vessel the

right to determine the amount to be paid to the salvors, by the appointment of arbitrators, where there exists a regularly constituted legal tribunal for the settlement of such cases?

Upon the principle already stated, the Captain being the agent for all parties concerned, has a right, either by himself, or through his agent, to determine salvage, either by an appeal to a Court, or the appointment of arbitrators. But I apprehend that no Captain, who values his character, or who is actuated by a proper sense of duty, would venture in a place like Key West, to entrust the interest of his owners or insurers to the tender mercies of such men as are usually appointed arbitrators. In other places, such for instance as New York or Charleston, where implicit confidence can be given to an agent, and where men of known and undoubted character can be appealed to, it might in a majority of cases be expedient to determine salvage by arbitration; but at Key West, rarely if ever. Instances sometimes occur where property, being of a perishable nature, renders an immediate sale necessary. In such cases an order of Court can always be had, upon proper application, and the whole business brought before the Court and adjudged in ten or fifteen days, his Honor Judge WEBB being at all times disposed to afford every facility in his power. The only doubt which I have met with as to the power of a Captain to submit his case to arbitration, is contained in the opinion of Judge Brackenridge of Florida, in the case of O'HARA, assignee, vs. proceeds of brig *Halcyon*, an appeal from the decision of the Court below. After deciding that in the event of the death of a Captain, the Mate possessed no such power, he makes the following remark: "For my own part, I entertain very great doubt whether even the master of a vessel has any right to constitute a tribunal, where there is a competent tribunal established by law, for the purpose of determining questions in which the rights and interests of absent persons may be deeply implicated. It is a common error for masters of vessels to believe themselves acting as supercargoes as well as agents for the ship owner; and even in the latter capacity, to stretch their power beyond those limits which the law allows."

With a view of holding the Captains in check, I would respectfully suggest, that an article be inserted in the memorandum

36. Judge Henry M. Brackenridge, Florida Territorial Court of Appeals.

of all policies of insurance on all vessels trading up the Gulf of Mexico, to the West Indies, or South America, liable to shipwreck on the Florida Coast, to this effect: that in case of shipwreck on the Reef, the Captain of the vessel wrecked shall be bound to consign his vessel and cargo to the agent of the offices at Key West, and in the event of his failing or refusing to comply with this condition, the whole contract to be void. By this arrangement Insurance offices, through their agent, might throw every case into the Admiralty Court, and in this way put an effectual stop to the system of arbitration as now conducted.

That the companies have a right to do this appears to me evident. If a policy of insurance be nothing more than a contract between the insurers and the insured, the parties to that contract have a right to insert any conditions which they may please.-But it may be urged, that the interest of the parties may clash; this can never be where they are actuated by good faith towards each other. It is sometimes the interest of ship owners, where a loss does not amount to an average, to increase that loss, so as to shoulder it upon the underwriters; but this can never be the case where shipwreck or other injury renders a vessel liable for salvage, as there can be but little doubt that the loss will amount to an average. How then can it be for the interest of owners to increase the loss of the insurers? The only persons benefitted are the dishonest Captains, who betray their trust, the agent, and the wreckers. All objections however on this score might be easily removed by the owners and insurance offices uniting in the appointment of a joint agent in whom they can confide.

Should the above suggestion be rejected, there is still one other remedy. Let all parties endeavor to procure the passage of a law rendering it obligatory upon all Captains, whose vessels may be wrecked on the Florida Reef, to throw their cases into the Admiralty Court. Either of these plans would close the door against arbitration, and protect owners and insurers from their fraudulent practices.

There are many Captains of vessels who are honorable, intelligent, highminded men, and who might be safely trusted under all circumstances. Upon these only would it operate hardly. But they should recollect that restraints are not made for honest men but rogues, and that honest men must submit to laws

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to prevent society from being injured by those who are dishonest. It cannot be disguised that a large number of ignorant men, and men of no character, are permitted to command vessels in our merchant service, their own judgment being the only standard of qualification.