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**“A Compact With the Whales”
New Bedford, the American Civil War, and a Changing Industry**

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Masters of Arts Thesis**

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CONTENTS

INTRODUCTION: CHANGING TIMES.....	1
CHAPTER 1. “THE BURGEONING OF THE VILLAGE:” NEW BEDFORD AS THE PREDOMINANT WHALING PORT.....	9
CHAPTER 2. “THE HARBOT IS BETTERED:” THE STONE FLEET AND THE BLOCKADE OF CHARLESTON HARBOR.....	22
CHAPTER 3. “I AM AFRAID I MUST BURN YOUR SHIP:” PRIVATEERS AND CONFEDERATE COMMERCE RAIDERS.....	36
CHAPTER 4. “A FORTUITOUS STEP:” INSURANCE PAYMENTS AND RECOVERING LOSS.....	58
CHAPTER 5. “WHAT IS THE AMOUNT DUE:” THE <i>ALABAMA CLAIMS</i> ...	72
CONCLUSION. “THE WHALING BUSINESS...DOOMED TO DESTRUCTION.....	86
BIBLIOGRAPHY.....	89

INTRODUCTION: CHANGING TIMES

On the late afternoon of June 28, 1865, Captain Thomas G. Young, master of the whaleship *Favorite*, defiantly stood atop the roof of his cabin, brandishing revolvers and bomb guns. His courage, perhaps inspired by liquor, was stout in the face of the nearing Confederate ship. He determined his ship would not be like the other thirty-one New Bedford whaleships that fell to Confederate pirates since 1862. Fearful for their captain's life, his crew pleaded with him to stand down. Any fight he made would be fruitless and would probably end up killing him. But Young was a desperate man and refused to surrender. He made his desperation known when he proclaimed to his crew "I have only four or five years to live anyway, and I might as well die now as any time, especially as all I have is invested in my vessel, and if I lose that I will go home penniless and die a pauper." His crew was not sympathetic with his desire to die heroically. Before abandoning their captain and surrendering to the Confederate sailors, the crew members removed the percussion caps from Young's weapons, rendering the pieces useless.

As a boarding party from the CSS *Shenandoah*, the feared Confederate commerce raider which did more damage to New Bedford's whaling industry than any other, prepared to board the *Favorite*, Captain Young, holding his guns in a menacing manner, told the Confederates to "Stand off!" When the unfazed Confederate naval officer advised Young to surrender or the cannons of the *Shenandoah* would blow his ship away, Young replied "Blow away my buck, but may I be eternally blasted if I haul down that [American] flag for any cursed Confederate pirate that ever floated." With that, Young pulled the trigger on his bomb gun, intending to blast the Confederate officer to kingdom come, but all he heard was a "Click." With no percussion caps

on any of his guns, he was defenseless. Even the defiant Young had no choice. He surrendered to the Confederates.¹

Young's stand gained an almost mythic status in New Bedford. Headlines proclaimed him as "The Man who Defied Waddell the Pirate." He stood as the one example of bravado in the face of an unforgiving enemy. For decades of New Bedford residents and historians alike, his stand was an example of the desperation felt by those in the industry who realized this was the beginning of the end of whaling. To them, whaling was dying and there was nothing that could be done about it. Historian Leonard Ellis believed Young's example was something to be admired. He stated "He exhibited a brave and determined spirit, worthy of a Yankee captain." And yet to Ellis, Young's stand also symbolized an end for many in New Bedford. Following his account of Young, Ellis concluded "Enough has been given to show how much the whaling industry had been crippled."²

These conclusions are flawed at best. Young has become a straw-man. His grand tale of desperation was fueled by liquid courage rather than moral fortitude. Several accounts, most notably Lieutenant Cornelius Hunt of the *Shenandoah* indicated he was "three sheets to the wind" when captured. This drunken, ill-advised stand symbolized for many historians how the war financially destroyed those involved in the whaling industry.³

¹ *Whalemen's Shipping List*, New Bedford, MA, 9/26/1865.

² *Whalemen's Shipping List*, 9/12/1865, 9/19/1865, 9/26/1865, 10/3/1865; Leonard Ellis, *History of New Bedford and Its Vicinity, 1620 -1892* (Syracuse: D. Mason and Company, 1892), 424-425; Eric Jay Dolan, *Leviathan: The History of Whaling in America* (New York: W. W. Norton and Company, 2007), 329 -331; Thomas Chaffin, *Sea of Grey: The Around-the-World Odyssey of the Confederate Raider Shenandoah*, (New York: Hill & Wang, 2006), 275-277.

³ Cornelius E. Hunt, *The Shenandoah, or the Last Confederate Cruiser*, (New York: G. W. Carleton & Co., 1867), 200.

The story of the crew members who attempted to convince their captain to stand down is more illustrative of how most in New Bedford reacted. Contrary to popular belief these men were not resigned to defeat, but they engineered a different kind of victory than Young imagined. Yes, they survived capture, but they experienced more success than that. This victory came in the months and years that followed the war with the payment of insurance claims and an international tribunal known as the *Alabama Claims*. Even Young, prepared to die rather than be captured, recouped all his losses from insurance payments made almost a year later. He did not “die a pauper” as he prophesized, but rather lived out the remainder of his life comfortably in New Bedford.⁴ Most New Bedford whalers enjoyed similar success. With insurance and international claims recouping all losses, significant capital flowed into New Bedford following the Civil War.

The destructiveness of Confederate commerce raiders had another added benefit for the whaling industry over the course of the war. The whaling fleet shrunk by nearly forty percent. Between old whaleships sold as part of the Stone Fleet, vessels destroyed by Confederate commerce raiders, and other vessels that never left the port during the war years, fewer vessels went to sea. With fewer vessels whaling, New Bedford produced less oil. Following a time in the 1850s where the industry grew larger than its markets, the American Civil War provided a welcome reprieve from declining prices. Prices rose dramatically during the war years because of a decrease in supply of product. Sperm oil prices rose from \$1.36 per gallon in 1859 to \$2.55 per gallon in 1866. There was a similar increase in whale oil prices from \$0.48 per gallon in 1859 to

⁴ Insurance records, housed in the *Swift and Allen Collection*, New Bedford Whaling Museum, indicate Young not only recouped his initial investment but he also was paid for about 78% of the product onboard at the time of capture.

\$1.45 per gallon by 1865.⁵ For those who sent whaleships to sea during the war years, potential for profit increased significantly.

Increased profits led many to reinvest in whaling. Recovering from the Panic of 1857 and the overproduction of the late 1850s, many like William Gifford renewed investments in the industry, and by the late 1860s, whaling rebounded. But by the 1870s, with increased competition resulting from the refinement of crude oil, markets were once again unfavorable. Arctic disasters compounded these negative factors, and the slow decline of whaling renewed.⁶

However, for some like Matthew Howland, availability of capital during the American Civil War offered another opportunity. Steam-powered industrial mills gained popularity by the mid-nineteenth century. No longer tied to water-power, places like New Bedford, which had limited energy-producing water sources, could build their own mills. Having ready access to coal via shipping routes, the number of steam-powered mills in New Bedford increased exponentially during the latter half of the nineteenth century. By the dawn of the twentieth century, New Bedford was one of the leaders in steam-powered mills in the nation.⁷

Historians have paid little attention to the events that surrounded New Bedford during the Civil War. Often relegated to footnotes, passing statements, or perhaps, at best, a chapter, the war's effect on the burgeoning capital of whaling is largely overlooked. The one full length work

⁵ Collected from editions of the *Whalemen's Shipping List*, 1859-1866. Prices have been normalized to 1860 dollars. All subsequent references to money have been normalized to 1860 dollars.

⁶ *Swift and Allen Collection*, New Bedford Whaling Museum.

⁷ *Financial Records of Matthew Howland*, Harvard School of Business; William Heath Kingston, "Whalers to Weavers: New Bedford's Urban Transformation and Contested Identities," in *Society for Industrial Archeology*, 40, no. 1/2 (Houghton, MI: Michigan Technological University, 2014), 13 – 15; Patrick M. Malone, "Steam Mills in a Seaport: Power for the New Bedford Textile Industry," in *Society for Industrial Archeology*, 40, no. 1/2 (Houghton, MI: Michigan Technological University, 2014), 108-136.

that investigates the city during the war years is Earl Mulderink's *New Bedford's Civil War*. Published in 2012, Mulderink's book is riddled with factual inaccuracy. Quotes are attributed to the wrong people, statistics cited have no factual base, and there is more conjecture than historical fact. Although Mulderink does a decent job of describing the involvement of the 54th Massachusetts Volunteer Infantry Regiment and the city's critical role as a hub for fugitive slaves on the Underground Railroad, his study of the whaling industry during the war is inaccurate. A simple glance through Mulderink's notes and bibliography indicate gaping holes in his research.⁸ His effort at depicting New Bedford's "Civil War," a problematic title in and of itself, meant the work was of little value for this thesis.

Two earlier historians each spent a chapter discussing the community's involvement during the Civil War. Leonard Ellis in his work, *The History of New Bedford and Its Vicinity, 1620 – 1892* and Pardon Gifford's *Famous Fleets in New Bedford's History* were published in 1892 and 1939 respectively. Both works specifically focus on the Stone Fleet and pay only passing attention to the work of Confederate Commerce Raiders and their effect on the industry. Although both works provide a great chronology of the events as they transpired, both misinterpret the event as a great act of patriotism.⁹ There certainly was a great deal of patriotism once the community found out why these vessels were purchased, and the community happily bid farewell to the vessels with much fanfare. But when the vessels were bought, no one had any knowledge that the government was purchasing these ships or for what purpose. It was clearly specified in the orders issued by government operative George D. Morgan that the purchasing

⁸ Earl Mulderink, *New Bedford's Civil War* (New York: Fordham University Press, 2012).

⁹ Leonard Ellis, *History of New Bedford and Its Vicinity, 1620 -1892* (Syracuse: D. Mason and Company, 1892); Pardon Gifford, *Famous Fleets in New Bedford's History* (New Bedford: Reynolds Printing, 1939).

agents, I. H. Bartlett and Sons, were to operate clandestinely buying the vessels while not admitting they were working for the government.¹⁰ This meant that the merchants and agents who sold their old whaling vessels did so with no knowledge that they were aiding the war effort. It was simply an act of economic necessity. Instead of allowing the old ships to continue to rot, they sold them to these willing buyers, and they made a large sum of money. It made economic sense, and the sale had nothing to do with supporting the war effort.

This singular example is emblematic of the case of New Bedford during the American Civil War. The few historians who have wrote and spoke about New Bedford's whaling industry during the war have all framed it within the context of the destruction of the industry, and New Bedford's "noble" effort to counteract the cursed rebels. In reality, the war was a great opportunity for economic growth and development in the community. Whaling was slowly working towards its demise in the United States, and the American Civil War provided those most pragmatic among the whaling tycoons the opportunity to invest in the burgeoning industrial movement. And it was this investment in industrialization that made New Bedford an economically sustainable community well into the twentieth-century.

These facts are in line with historians Charles Beard's and Louis Hacker's arguments in the early twentieth-century, that the striking achievement of the war was "the triumph of industrial capitalism." Industrialism triumphed in New Bedford in the years following the conflict, as New Bedford began its transition from "whalers to weavers."¹¹

¹⁰ Gifford, *Famous Fleets*, 1.

¹¹ Charles Beard and Mary Beard, *The Rise of American Civilization* (New York: Macmillan Press, 1927); Louis Hacker, *The Triumph of American Capitalism: The Development of Forces in American History to the End of the Nineteenth Century* (New York: Columbia University Press, 1940), 373; William Heath Kingston, "Whalers to Weavers: New Bedford's Urban Transformation and Contested Identities," in *Society for Industrial Archeology*, 40, no. 1/2 (Houghton, MI: Michigan Technological University, 2014), 13 – 15.

Although this transition to textiles appears to exemplify Beard's arguments of a Second American Revolution which resulted in the triumph of industrial capitalism, New Bedford's ideological beliefs and the effect these played are contrary to part of Beard's argument. Prior to the war, New Bedford was a hub of abolitionism. A main stopping point on the Underground Railroad, New Bedford drew animosity from Southerners. Whereas Beard believed the war resulted from divergent economies, which resulted in a "social cataclysm" between capitalists, laborers, and farmers, New Bedford's antebellum years highlight the importance the issue of slavery played in the growing division between North and South.¹² The plight of the slave echoed in the churches, lyceums, and halls of New Bedford. This cause for which many endangered their own well-being to help fugitive slaves, underscores the importance of ideological differences between North and South. Although Beard diminished the role slavery played in the conflict, New Bedford's abolitionist ideology and the resulting tension and animosity incurred on them from the South, demonstrates the critical role the peculiar institution played in drawing the nation closer to war.

Beard's arguments are not only flawed in this aspect when it comes to New Bedford's story. The Civil War certainly solidified the role industrial textiles played in New Bedford for the next century, but this was not really a "revolution." Whaling was a major industry which demonstrated the ingenuity of the whaling merchant. Combining both horizontal and vertical integration, whaling tycoons turned a simple fishery into a burgeoning industry. Industrial capitalism "triumphed" in New Bedford long before the first textile mill was built in the community. Granted, it was not the tradition image of industry, but a whaleship was as much a factory as the textile mill. The Civil War simply enabled whaling merchants to apply their

¹² Beard, *The Rise of American Civilization*, 54.

capitalistic skills to a new industry: textiles. This transition was not a revolution at all, but simply was a realigning of finances behind a new enterprise. This was still critically important. It was this transition which ensured economic stability in the community for the next century, and the Civil War was the catalyst for this transition.

The American Civil War was a turning point for New Bedford. It neither caused the demise of the whaling industry nor did it save the industry. It was an opportunity for some to get out of the industry, or at least to reduce their involvement in it. For others the war provided a temporary stimulus, which increased profits during and immediately following the war. In this way the war temporarily stalled what was the slow but steady decline of the industry throughout the remaining decades of the nineteenth century. Ultimately, the war created opportunities for those who wanted to adapt. Unwilling to succumb to the adversity faced during the war years, the community adjusted, taking advantage of the positive potentials for change the war offered. Ironically, this new investment in textiles was not as sustainable as they hoped. By the 1920s, many mills moved South in search of cheaper labor and lower production costs. Even though hard times remained ahead for New Bedford, this change staved off economic decline for nearly a half a century. Much like the nation itself, the American Civil War produced a more adaptable and sustainable New Bedford, for a time.

CHAPTER 1. “THE BURGEONING OF THE VILLAGE:” NEW BEDFORD AS THE PREDOMINANT WHALING PORT

Nestled on the shores of the Acushnet River on the south coast of Massachusetts, New Bedford was one of the best ports in the whole state. The deep harbor accommodated ships of all tonnage and drafts, and it protected these vessels from the dangers of the temperamental Atlantic Ocean. For centuries, the natural advantages of the area provided a safe and abundant home for members of the Wampanoag tribe. Settled by Europeans in the mid-1600s, the town of Old Dartmouth became an escape for the fringe elements of Plymouth society. Religious, political, and social outcasts settled this frontier region. Members of the Society of Friends or “Quakers” were among the earliest European inhabitants.

Although some of these residents dabbled in off-shore whaling as early as the late-seventeenth century, this industry did not become the central economic force in the village until the 1760s. In May 1765, Joseph Rotch, a prominent Nantucket merchant and Quaker, purchased a large tract of land from Joseph Russel along the banks of the Acushnet River. Rotch utilized this land for ship building, whale oil processing, and offices. He expanded his whaling enterprise, and became the leading mogul in the developing village. As historians Christina Arato and Patrick Eleey argue “To Joseph Rotch is credited the capital and expertise that led to the rapid development and remarkable success of the whaling industry and, consequently, the burgeoning of the village.” This small village, called Bedford, grew larger throughout the remaining decades of the eighteenth century.¹³

¹³ Christine Arato and Patrick Eleey, *Safely Moored at Last: Cultural Landscape Report for New Bedford Whaling National Historical Park* (Boston: Olmsted Center for Landscape Preservation, 1998), 2-7.

As the village expanded, whaling became an increasingly instrumental part of the settlement's economy. The growth of Bedford made it a target of the British during the ongoing conflicts with the colonists and then the young American nation. During the war for Independence, the village harbored privateers who attacked British shipping. In retaliation, British forces burned the village to the ground. The war also forced some prominent whaling families into exile because of their questionable allegiances during these conflicts. William Rotch Sr., an open supporter of the crown, left for Canada because his political views alienated him. A little over two decades later, the issues of impressment and embargoes before and during the War of 1812 left whaleship owners in an industry-wide recession.¹⁴

But for those who survived the wars, the golden age of whaling began. As domestic and international markets for whale products increased, the whale fleet grew. Whale oil was the predominant illuminant for street lamps, lighthouses, and in private homes. Rendered down from the blubber of a whale, the oil burned brighter and lasted longer than other lighting sources. The assertion that New Bedford "lit the world" was only a slight exaggeration. Other whale products such as ambergris, a bile from a whale's intestines used in perfumes, and baleen, the strainer-like teeth of mysticeti cetaceans used for corsets, parasols, and buggy whips, were also valuable whale products.

The most lucrative of all whale products was spermaceti. The spermaceti organ in the sperm whale's head, when processed, created the longest lasting, brightest burning candles of the age. This product also served as the best lubricant for industrial machinery. Spermaceti products

¹⁴ Daniel Ricketson, *The History of New Bedford, Bristol County, Massachusetts: A History of the Old Township of Dartmouth and the Present Townships of Westport, Dartmouth, and Fairhaven, from their Settlement to Present Time* (New Bedford: B. Lindsay Printer, 1858), 70-79, and 278-300; Dolan, *Leviathan*, 139 – 204; Leonard Ellis, *History of New Bedford*, Part 2: Biographical, 1-8.

demanded high prices. Many whaleship captains obsessed over finding the sperm whale.¹⁵ But sperm whales are predators. This meant encounters with a sperm whale were often dangerous. After being harpooned, sperm whales were known for turning on the whale boats. The battle between life and death was real, and whether man or whale would win was uncertain. The ferocity of the sperm whale took on mythic proportions, inspiring books like *Moby Dick* and expressions like “A dead whale or stove boat.”¹⁶ The battle between man and the great leviathan was one for economic profit, and the potential for profit was great enough that many a whaler risked his life for it.

The Rotch and Rodman families dominated the burgeoning industry in the village. Both families, prominent investors in whaling, solidified their bonds by intermarriage. In a two year span from 1780 to 1782, three of the Rodman children married three of the Rotch children. These marriages of two Rodman sisters and one brother to two Rotch brothers and their sister limited potential competition and conflict, pooled together the resources of both families, maximizing the available capital and expertise, and created a multi-family dynasty. As other houses gained economic status, they sought marriages between their heirs and the descendants of the Rotch-Rodman clan. These social bonds created a web of interconnected families which looked more like the royals of Europe than something that was found in the young Republic.¹⁷

¹⁵ Dolan, *Leviathan*, 39-40; Arato, *Safely Moored at Last*, 19-20.

¹⁶ Mark Carwadine, *Smithsonian Handbook: Whales, Dolphins, and Porpoises* (New York: DK Publishing, 2002), 12-13, 14-17, and 80 -89; Herman Melville, *Moby Dick* (Hertfordshire, England: Wordsworth, 1999), 154.

¹⁷ Arato, *Safely Moored at Last*, 113; Ellis, *History of New Bedford*, Part 2: Biographical, 1-8, 27-29, 83; Peggi Medeiros, *New Bedford Mansions: Historic Tales of County Street* (Charleston: The History Press, 2015), 15-46.

But even the capital of these prominent families was not enough to fuel the expansion of the industry by the 1830s and 1840s. Seeking more investors, whaleship owners utilized a shareholder system to maximize investments and minimize risks. A joint-stock firm owned each ship. This firm hired a representative, called an agent. The agent acted as the manager of the vessel. He acquired “provisions and outfits,” purchased insurance, secured a captain and crew, negotiated sales of product, and scheduled maintenance and repairs for the vessel. With daily operations coordinated by the agent, the shareholders provided the capital and general guidance for the agent’s activities. Shareholders ranged in number from as low as only one to as high as twelve, but the typical number was around four or five.¹⁸

This diversification limited the risk any individual investor assumed. This allowed investors to spread out their capital in multiple ships which limited their exposure to failure. If one invested in five vessels, one ship might sink, another might have a low income, two might have an average income, and one might have a high income. Ideally all of these investments would average to an acceptable return on the initial investment. On the other hand, if one invested in a single vessel, he could earn an extraordinary income or could be left a pauper. Because whaling was such a risky business, it made the most economic sense to limit this potential for complete failure by diversifying the portfolio of investments.

Skilled laborers profited from the growing number of ships in New Bedford. Blacksmiths produced nails, harpoons, and other metal tools. Coopers crafted barrels for storing oil and provisions. Sailmakers repaired and sewed sails. Carpenters, shipwrights, and caulkers built and repaired whaleships, some as large as six hundred tons. Ropemakers twirled twine, producing strong cordage utilized in the ship’s rigging. These craftsmen and more provided the necessary

¹⁸ Ellis, *History of New Bedford*, 5-8.

support industries that enabled whaling to grow. For their labors, they were rewarded handsomely, with the average artisan making around \$15 a month in 1840. This income led many artisans to open savings accounts in banks like the New Bedford Institute of Savings.¹⁹ Some of these artisans invested in joint-stock voyages. Insurance records list doctors, lawyers, coopers, blacksmiths, shipwrights, and chandlers as part owners of some whaleships.²⁰ With additional capital provided by this growing middle class, risk was further mitigated and more individuals gained the chance of economic gain from the developing industry. As the number of investors increased, the fleet increased as well. Growing from a mere two dozen ships at the turn of the nineteenth century, New Bedford was home to 320 vessels by 1854. This number comprised approximately half of the 669 whaleships nation-wide that year. This number of vessels ensured a regular return each year.²¹

Technological improvements also fueled the growing productivity of the industry. Initially an off-shore endeavor, whaleships went out for only a few weeks at a time. Each whale a crew caught was brought ashore for processing. However, as voyage length increased, it became necessary to process the whales at sea. Owners began building tryworks on almost all whaleships by the 1820s. These fireplace-like structures made of brick allowed whalers to safely start a fire on board the ship and then render the blubber into oil without ever going ashore. This ensured the blubber would not spoil or rot, allowing whalers to travel further away from home

¹⁹ Importance of mechanics in New Bedford evidenced in Zephaniah Pease, *History of New Bedford* (New York: Lewis Historical Publishing Company, 1918), 37-41; Arato, *Safely Moored at Last*, 5-9.

²⁰ *Swift and Allen Collection*, New Bedford Whaling Museum.

²¹ Number of vessels in whalefishery compiled from *Whalemen's Shipping List*, 1850-1880; New Bedford as the richest city in the country evidenced in, Arato, *Safely Moored at Last*, 34-26; Dolan, *Leviathan*, 206, 213-215, 221.

for a longer period of time. This allowed whalers to journey to more lucrative grounds and increased their capability to process large amounts of whales on one trip.²²

These enhancements allowed whalers increased freedom of movement. With whale populations in the Atlantic Ocean diminishing by the 1830s, New Bedford whalers journeyed to more lucrative grounds. The Pacific and Indian Oceans contained plentiful supplies of right and sperm whales. With the ability to process product on board and with ship sizes increasing, whalers ventured to the opposite side of the globe to hunt the great leviathan. These voyages lasted an average of two to five years, but this time invested was worth the potential profit. And once whales became more difficult to find in these regions, whaling captains pushed farther north into the Arctic Ocean. It was the advent of the tryworks that made this enhanced range for whalers possible.²³

Another major technological advantage was the toggle-iron harpoon. Lewis Temple, an escaped slave and trained blacksmith, invented the toggle-iron around 1845. Temple adapted his harpoon from one used by the Inupiat peoples of Alaska for centuries. It had a smaller surface area which allowed for easier penetration of the whale's blubber, and once firmly planted in the whale, the head of the harpoon toggled or pivoted, locking the point firmly in place. This great innovation limited the potential of the harpoon getting yanked out of place and the resultant loss of a whale. This invention, with a few later adaptations, became the harpoon of choice for

²² Dolan, *Leviathan*, 205-210.

²³ *Ibid*, 52.

American whalers until the 1920s. The toggle-iron's invention decreased the potential of losing a whale and became a staple of the industry until the industry's death.²⁴

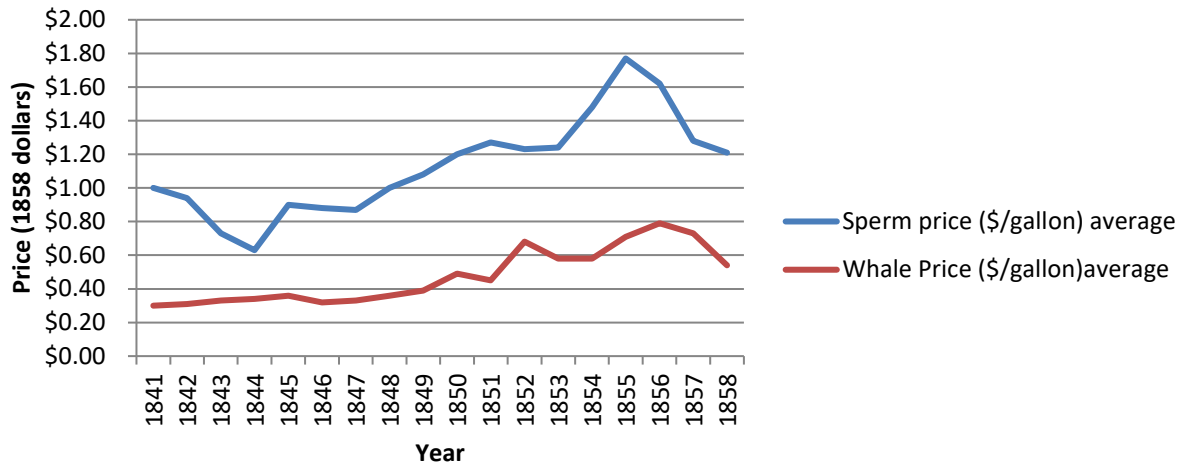
Technological advances combined with expanding capital and a growing number of vessels led New Bedford to be one of the most affluent cities in the nation by 1854. The general trend of whale oil and sperm oil prices from 1841 to 1856 was upward. As Chart 1 illustrates, prices of sperm oil went from \$0.53 per gallon in 1844 to a peak of a \$1.81 per gallon in 1855. Likewise, whale oil prices more than doubled from \$0.30 per gallon in 1841 to \$0.79 per gallon in 1856. This rise in prices was coterminous with the rise of the whaling fleet.²⁵ With potential for profit so high, many in New Bedford sought a piece of this lucrative pie. Increased investments in the industry matched the increased capital needed to fund more ships. With more vessels leaving port in the early 1850s than ever before, new records were set for the most vessels returning to New Bedford in a single year. In 1857 alone, 105 vessels returned to New Bedford with whale products. This was the highest number of vessels returning to port in a year in the history of whaling in New Bedford. These vessels produced 78,440 barrels of sperm oil and 230,941 barrels of whale oil.²⁶ Yet, these numbers were not the highest production to date.

²⁴ Sidney Kaplan, "Lewis Temple and the Hunting of the Whale," *The New England Quarterly* 26, no. 1 (March, 1953), 79-80.

²⁵ *Whalemen's Shipping List*, 1841-1856. This prices have been normalized to 1860 dollars.

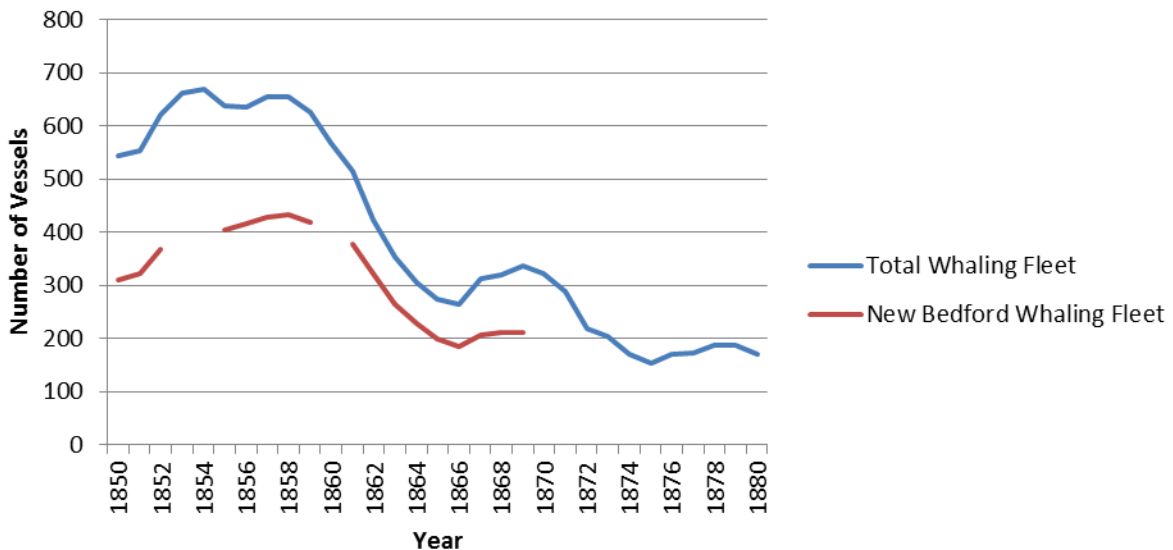
²⁶ *Whalemen's Shipping List*, 1850-1857.

Price of Sperm Oil and Whale Oil from 1841-1858



This chart demonstrates the prices of both sperm and whale oil per gallon from 1841 to 1858. These prices have been normalized to 1858 dollars.²⁷

Number of Vessels in Whale Fishery 1850 - 1880



This chart records the number of ships involved in the whaling industry from 1850 to 1880. The blue line shows the total number of whaleships in the entire country while the red line shows the number of whaleships on the south coast of Massachusetts. This included the communities of

²⁷ Graph compiled from *Whalemen's Shipping List*, 1841 -1858.

Westport, Acushnet, Fairhaven, Mattapoisett, and Marion. However, most of these vessels were from New Bedford.²⁸

In 1851, New Bedford whalers brought in 328,483 barrels of whale oil and in 1843 they produced 166,985 barrels of sperm oil. These two years produced the most whale and sperm oil respectively but these were just one small part of total increased production between 1841 and 1857. During that time, New Bedford whaleships brought in a grand total of 1,897,575 barrels of sperm oil equaling about \$700,000 and 4,148,006 barrels of whale oil equaling about \$414,000. Over \$1.5 million were made in a little more than a decade.²⁹ Whaling was a massive industry by the 1850s.

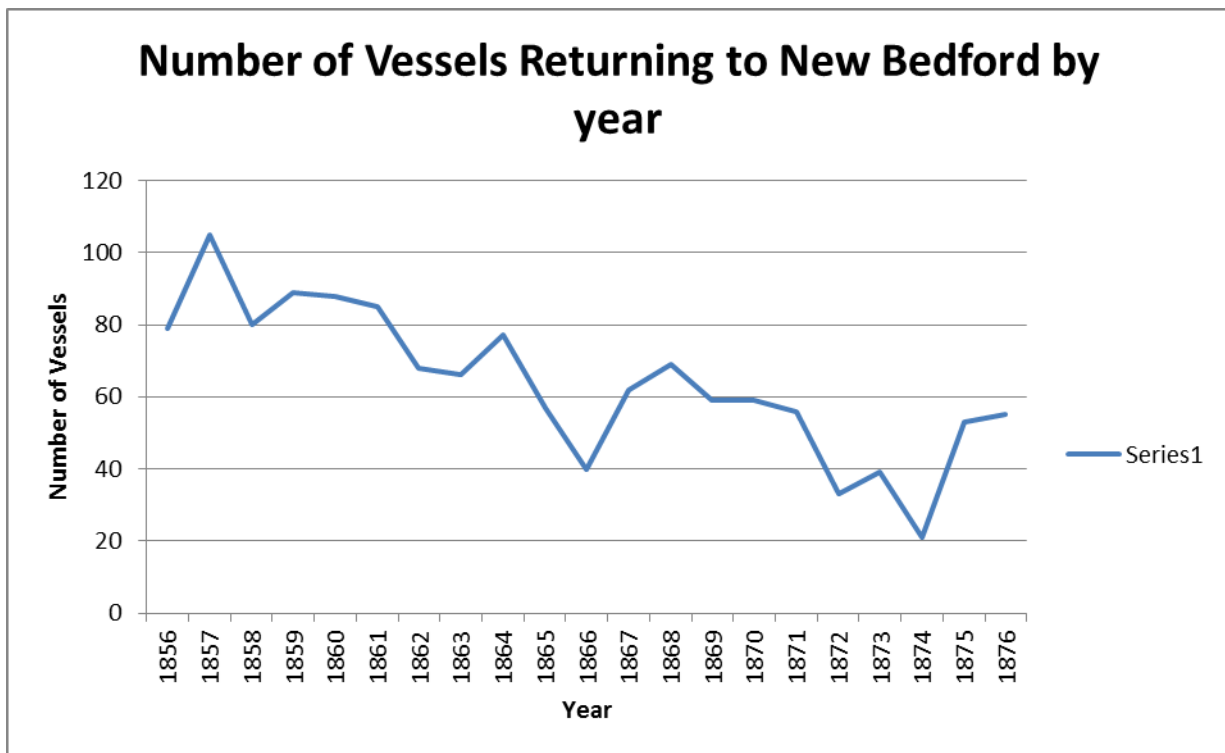
The law of supply and demand implies that as production increases and the demand for product decreases, prices drop. By the late-1850s, production was at some of its highest levels in the fleet's history. In fact, it was so high that not even high demand from the global market that whalers enjoyed could meet the overwhelming supply they were producing. Product piled up on the docks and in storehouses. Leonard Ellis, a New Bedford historian noted "Our idle wharves were fringed with dismantled ships. Cargoes of oil covered with seaweed were stowed in sheds and along the river front, waiting for a satisfactory market that never came."³⁰ With all this unsold product, prices dropped. Starting in 1855, the prices of sperm oil decreased from \$1.81 per gallon to \$1.20 per gallon by 1858. Whale oil prices dropped sixty-five percent between 1856 and 1861.

²⁸ Graph compiled from *Whalemen's Shipping List*, 1850-1880.

²⁹ *Whalemen's Shipping List*, 1841-1857.

³⁰ Ellis, *History of New Bedford*, 374.

To make matters worse, economic depression struck in the midst of this industry-wide decline. The Panic of 1857 left the nation reeling, and only furthered the woes of whaleship owners in New Bedford. The number of outfitted vessels decreased during this period from 1857 to 1863. The same number of vessels were outfitted in 1857 that were outfitted in 1824. The number of vessels returning to port by the outbreak of war in 1861 dropped to eighty-five. Vessels returning to port decreased as low as sixty-six by 1863.³¹ This meant that by the 1860s, New Bedford's industry performed at half the capacity of what it had a decade before. This decrease in outfitted vessels was a direct effect of excess supply and a crippled U. S. economy which was driving down prices. This left increasing numbers of older whaleships in port.



This chart represents the number of whaleships returning to New Bedford yearly from 1856 to 1876.³²

³¹ *Whalemen's Shipping List, 1855 -1863.*

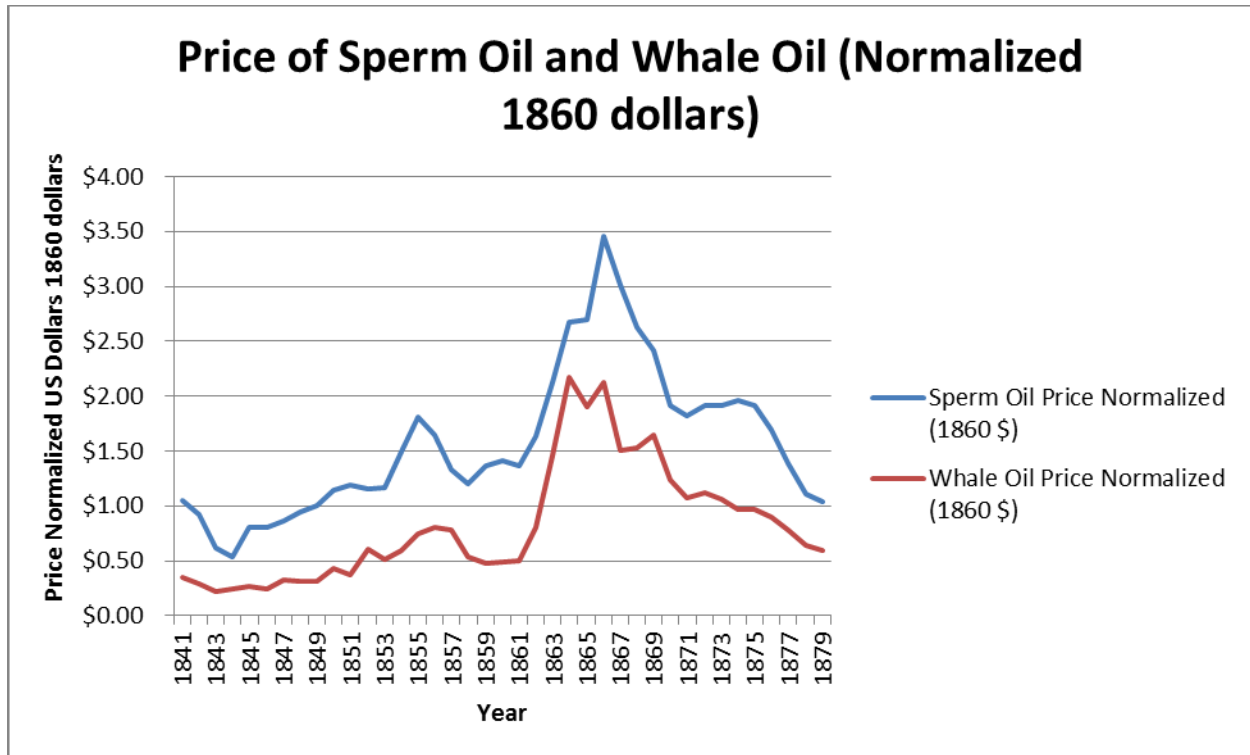
³² *Whalemen's Shipping List, 1856-1876.*

The Civil War altered the downward trajectory of the whaling industry. With fewer products being brought into port after 1857 and fewer vessels sailing for the whaling grounds, prices once again increased. Agents sold off old stores of oil and with the outbreak of war, product became more difficult to come by. By 1862 and 1863, New Bedford whalers only produced 55,641 barrels and 62,947 barrels of sperm and whale oil respectively. These numbers dropped even more for sperm oil to 33,242 barrels by 1865. This drop in supply combined with diminishing stores led to increased prices. Sperm oil went from \$1.20 per gallon in 1858 to \$3.46 per gallon by 1866, and whale oil increased from \$0.48 per gallon in 1859 to \$2.17 per gallon by 1864.³³ The war, in fact, provided economic opportunity for those hardy enough to weather increased risks and overhead. The war readjusted the market. The shrinking size of the fleet as a result of selling off old vessels to the government and the destruction inflicted by Confederate commerce raiders decreased the number of vessels returning to port. This meant that stores of whale oil had to be sold. As supply decreased because of the war, prices increased.

This increased profitability during the war years was short lived. Beginning in 1865 and 1866 prices declined again. Although production remained relatively stable from 1863 to 1879, prices of sperm and whale oil dropped to \$2.42 per gallon and \$1.06 per gallon respectively. This renewed downward trend was twofold. More vessels left port in the waning years of the war, and by 1868, sixty-nine vessels returned to port stocked with product. This did not raise the supply significantly enough to accommodate for this decrease in profit. The problem was that demand for whale oil was declining because of petroleum. Discovered in Titusville, Pennsylvania in 1859, oil men refined this newly discovered material for mass-consumption as an illuminant by

³³ *Whalemen's Shipping Lists*, 1857, 1862-1866. These prices are normalized to 1860 dollars and account for inflation.

the late-1860s. Crude oil, cheaper and easier to produce than whale oil, became the preferred method of lighting for many Americans. Although whale oil burned in lighthouses and lubricated the intricate machinery of textile mills well into the twentieth century, the market for the product was declining.³⁴ Decreased production and decreased prices were the signs that foretold the dying days of the industry and the city which once lit the world.



This chart shows the prices normalized to 1860 dollars. Both the prices of sperm and whale oil are included.³⁵

A new industry provided hope for New Bedford. The advent of steam-powered mills opened New Bedford to the potentials of industrial production. With easy access to coal, courtesy of coastal shipping routes, New Bedford mills proliferated. The story of New Bedford transitioning from “whaling to weaving” is not a new one, but how this transition happened has

³⁴ *Whalemen’s Shipping Lists, 1863-1879*; Brian Frehner, *Finding Oil: The Nature of Petroleum Geology, 1859-1920* (Lincoln: University of Nebraska Press, 2011).

³⁵ *Whalemen’s Shipping Lists, 1841- 1879*.

never been substantially explained by historians.³⁶ It is not a coincidence that the influx of capital resulting from the American Civil War occurred simultaneously with increasing numbers of mills in New Bedford. In an ironic turn of events, the nation's most destructive war actually provided the necessary capital that enabled mechanical industrialization in New Bedford.

³⁶ Kingston, "Whalers to Weavers," 13 - 15.

CHAPTER 2. “THE HARBOR IS BETTERED:” THE STONE FLEET AND THE BLOCKADE OF CHARLESTON HARBOR

On April 19, 1861, United States President Abraham Lincoln issued orders commencing a blockade of all Southern coastal ports from South Carolina to Texas. A little over a week later, on April 27, Lincoln extended the blockade to coastal ports in Virginia and North Carolina. In order for this blockade to be effective, it would have to cover about 3,500 miles of coastline. As J. R. Soley’s book, *The Blockade and the Cruisers* describes “The peculiar formation of the shore, which gave almost a double coastline throughout, [was] penetrated by numerous inlets, giving access to a complicated network of channels.” For even the largest contemporary navy, this was impossible, never mind for the small, floundering United States Navy. Reflecting upon the immensity of this task, historian James McPherson described the blockade as a “herculean task.”³⁷

International law necessitated quick action. Established by the Declaration of Paris in 1856, international law declared “Blockades, to be binding, must be effective – that is to say, maintained by a force sufficient really to prevent access to the coastline of the enemy.” In order for the blockade to live up to international standards, the U. S. Navy would have to deny access to the Confederate coastline. This was further complicated because international law stated blockades could only be legally binding when used against a sovereign power. The Lincoln Administration refused to recognize the Confederacy as such. This political conundrum created an international crisis in Washington. British papers bemoaned what they considered a “paper blockade.” In July 1861, the *London Times* claimed it was difficult to find a crime “more

³⁷ James Russel Soley, *The Blockade and the Cruisers, The Navy in the Civil War*, Volume 1, (New York: Charles Scribner’s Sons, 1881-1883), Reprint (Weider History Group, 2009), 26, 44; McPherson, *War on the Waters*, 25.

atrocious than this.” Although egregiously exaggerated, this assertion created a diplomatic issue Secretary of State William Seward and President Lincoln needed to address. Lincoln and Seward debated how they could make the blockade binding while still maintaining the Confederacy was not a sovereign nation.³⁸

In the midst of this diplomatic crisis, the naval department needed to act. In April 1861, the navy had forty-two ships at its disposal, and, of these, only twelve were available. Many of these vessels were incapable of performing the duties necessary of blockaders. It was nearly six weeks before any semblance of a blockade was evident. Alexander Bache, of the U. S. Coastal Survey, proposed an idea to strengthen the blockade. Approaching Gustavus Fox, then chief naval clerk, in late May 1861, Bache proposed the creation of an advisory board that would report on how to strengthen the blockade and increase its efficacy. Fox took this idea to his boss, the Secretary of the Navy, Gideon Welles, who approved the idea and created “The Blockade Board.” Secretary Welles appointed Captain Samuel Francis Du Pont as chairman and appointed four additional members to the board including Bache. From late June to early September of 1861 the board produced six major and four minor reports. Historian Kevin Weddle states “The board analyzed the coast from Virginia to Texas and recommended the most obvious method of blockading: sinking old vessels laden with ballast to create material obstructions. The old channels would be destroyed... making it ‘almost impossible, certainly very precarious’ for ships to pass in the meantime.”³⁹ This proposal was the genesis of the “Stone Fleet.” As the newly

³⁸ *Declaration of Paris, 1856; London Times, July 1861; James McPherson, Tried By War: Abraham Lincoln as Commander in Chief* (New York: Penguin Press, 2008), 9-36.

³⁹ Kevin Weddle, *Lincoln’s Tragic Admiral: The Life of Samuel Francis Du Pont*, (Charlottesville: University of Virginia Press, 2005), 106; Soley, *The Blockade and the Cruisers*, 35; McPherson, *War on the Waters*, 34; Weddle, *Lincoln’s Tragic Admiral*, 115.

promoted Assistant Secretary of the Navy, Fox took this proposal and made it his own. By late 1861 Fox was hard at work organizing the purchasing of these ships.

The procurement of ships was the first step in this process. Fortunately for Fox, provisions had already been made for this. The U.S. Navy, being too small at the beginning of the war to effectively carry out naval operations, was already in the market for ships. Secretary Welles authorized his brother-in-law, George D. Morgan, a New York businessman, to purchase ships to be used by the Department. Welles amended these orders with an additional directive to “obtain twenty-five old vessels of not less than two hundred fifty tons each for the purpose of sinking on the bar at Savannah.” Morgan purchased these ships at ten dollars per ton and an additional fifty cents per ton of stone was offered to any willing sellers. Morgan turned to the maritime Northeast in search of these vessels. He focused on the two most important ports in the region: New Haven, Connecticut and New Bedford, Massachusetts. Through an intermediary, Richard Chappell of New Haven, Morgan contracted the firm of I. H. Bartlett and Sons in New Bedford.⁴⁰

Bartlett and Sons found no shortage of willing sellers. As New Bedford’s *Republican Standard* reported nearly a month after the process of purchasing began “The government is purchasing an immense number of old whaling vessels... No difficulty is encountered in procuring all the vessels that are wanted.”⁴¹ Bartlett and Sons did their work secretly, strictly obeying Welles’s orders. Welles demanded secrecy because he feared merchants would demand

⁴⁰ McPherson, *War on the Waters*, 25; United States Government, *Official Records of the Union and Confederate Navies in the War of the Rebellion*, series 1, volume 12: South Atlantic Blockade Squadron, (Washington: Government Printing Office, 1901), republished, (Ithaca: Cornell University Library), 416; Pardon Gifford, *Famous Fleets in New Bedford’s History* (New Bedford: Reynolds Printing, 1939), 1.

⁴¹ New Bedford *Republican Standard*, 11/28/1861.

a higher price if they knew the government was buying. Sixteen vessels were sold by New Bedford owners with no knowledge of who they were selling to. They simply knew Bartlett and Sons acted as an intermediary for some unknown entity. Whaleship agents and the ownership group acted not out of patriotism to help the war effort, but rather sold their vessels purely for economic gain.⁴²

Decades of success and production aged the fleet. Unwilling to send older vessels to sea, these vessels cost money to moor at the docks and, quite frankly, were of little use. The average age of New Bedford vessels was thirty years old by 1861. Some were over forty years old.⁴³

The outbreak of war expanded the hardships whaleship owners faced. With the dangers of whaling increasing as Confederate privateers patrolled the oceans, insurance rates increased by nearly four percent. War premiums left many agents and owners wondering if it was even worth insuring an older vessel. Just as insurance rates peaked during the war years, sailors on whaleships argued for higher lays (pay). As a result of the increased danger, lays were raised considerably.⁴⁴ These increased expenses meant a shrinking profit margin. Matthew Howland, an

⁴² Arguments made by historians such as Pardon Gifford, *Famous Fleets*, Sidney Withington, *Two Dramatic Episodes of New England Whaling* (Mystic: Marine Historical Association, Inc, 1958), and Earl F. Mulderink III, *New Bedford's Civil War* (New York: Fordham University Press, 2012) that whaleship owners sold their vessels as a patriotic attempt to aid the war effort are foolhardy. Considering these owners did not know who or why the vessels were being purchased, patriotism had nothing to do with the selling of the vessels. Economic opportunity was the sole reason why they sold their ships.

⁴³ Numbers compiled from research done in *Whalemen's Shipping Lists*. From multiple additions of the shipping lists, the average age of the fleet and of the average age of vessels sold was determined.

⁴⁴ *Swift and Allen Collection*, New Bedford Whaling Museum, indicate both insurance increases and lay increases; the "lay system" was the payment system used to pay the crew of a whaler. Each crew member received a portion of the income of the vessel in accordance with his rank on the ship. Higher lays also evidenced in Arato, *Safely Moored at Last*, and Withington, *Two Dramatic Episodes*.

agent and the brother of New Bedford's mayor, George Howland, wrote in 1861

"Rebellion...seriously effects every kind of business in the country...Business is dull."⁴⁵ In the early years of the war, since whaleship owners faced such stiff economic obstacles, business suffered.

In this unstable, uncertain economic climate, Bartlett found willing sellers amongst New Bedford's owners. Many of these individuals, who since the mid-1850s refused to send older vessels on voyages, could now sell these white elephants which had little economic value. Given the age and state of most of these ships, they would make little on the open market. Commodore J. S. Missroon of the Union Navy later remarked on the condition of the vessels he was charged with sinking stating there were "but few good vessels among them and all badly found in every respect."⁴⁶ Bartlett offered a good price for these vessels that an experienced naval officer like Missroon found useless. With the typical whaling bark averaging anywhere from 250 to 500 tons or more, the average New Bedford owner could expect between \$2,500 and \$5,000 for ships that were idling in port. With such a great offer, many could not refuse it. Two agents, David B. Kempton and Edward W. Howland, each sold two vessels each. The vessels sold ranged from 231 to 550 tons. In all, ten different agents sold sixteen vessels for a total price of \$54,940.⁴⁷

Others also profited off this enterprise. With fifty cents per ton of stone being offered, farmers and landowners wildly tore down walls, fences, and foundations. Some 7,500 tons of stone were collected. Over \$3,500 was paid to numerous individuals who sold their old walls to

⁴⁵ Matthew Howland, "Matthew Howland to Captain James Stewart," *Matthew Howland Letter Book* (Baker Library Collection, Harvard Business School), January 18, 1861.

⁴⁶ United States Government, *Official Records of the Union and Confederate Navies*, 420.

⁴⁷ Numbers compiled from *Whalemen's Shipping List* dated from 1/1/1861 to 12/31/1861 and from records in United States Government, *Official Records of the Union and Confederate Navies*, 416.

the government. As historian David Drury remarked “Generations of farmers had used those walls to keep their cattle and livestock from wandering off. Now these stones were to provide a different kind of barrier.”⁴⁸ These stones provided both the weight necessary to sink these ships to the bottom of Confederate harbors, and an economic stimulus to the economy.

Throughout the fall of 1861, New Bedford was alive with activity, outfitting the Stone Fleet for its one way voyage. The Bartlett Company leased four wharves, located north of Union Street, where they docked the newly purchased ships.⁴⁹ Bartlett and Sons stripped the ships of the excess equipment, which they then sold. With only the bare minimum equipment left onboard, the ships were then prepared to sink upon command. Welles advised that the ships should “Have a pipe and valve fitted under skillful direction so that after anchoring in position the water can be readily let into the hold.” The agents bored a hole in the hull about two inches above the light water line and inserted two plugs which were bolted together. The bolt past through the center and was held by a wrench nut which could be unscrewed later. Once unscrewed, the plugs could be knocked out and water would pour in.⁵⁰

With the ships readied for their final voyage, Bartlett and Sons hired captains and crews for these vessels. With perhaps the largest pool of sailors in the country, New Bedford was an ideal place to find such men. They employed a captain, two mates, a cook, and nine additional crew members for each ship. This was a skeleton crew considering these vessels were normally manned by a crew of twenty to thirty. The government funded only the number of sailors that

⁴⁸ David Drury, “Civil War’s ‘Stone Fleet,” *The Courant*, December 10, 2011.

⁴⁹ United States Government, *Official Records of the Union and Confederate Navies in the War of the Rebellion*, series 1, volume 12: South Atlantic Blockade Squadron, (Washington: Government Printing Office, 1901), republished, (Ithaca: Cornell University Library), 416 -418.

⁵⁰ United States Government, *Official Records of the Union and Confederate Navies*, 416.

was seen as “necessary” to safely sail the vessels. For their services the sailors received a modest compensation. As for the captains, they were mostly old and past their prime but saw “Just enough adventure in the enterprise to lend attractiveness to it.”⁵¹ Many sailors jumped at the opportunity to make easy money, even if they could make more on a whaling voyage. This task was much less risky and would not take as much time as a whaling voyage.

By November 15, sixteen former whaling vessels waited in the lower harbor of New Bedford. With crews assembled and vessels ready, all that remained was the official order to sail south. The captains of the fleet selected as their leader none other than Rodney French, and dubbed him “Commodore.” Captain James Willis, master of the *Rebecca Simms*, described their reasoning for selecting French in his account of the adventure: “Rodney... was a pretty good fellow, told a good story and was generally liked by the rest of the captains... Rodney was good enough for us.”⁵² Perhaps their reasoning for selecting French was more pertinent than he was just a good guy.

New Bedford, a settlement of misfits and outcasts from its founding willingly accepted other societal pariahs, including fugitive slaves from the Southern states. As the black community grew, many whites and blacks alike joined the ranks of anti-slavery and abolitionist societies. Perhaps one of the most outspoken of these was Rodney French. French’s candor won enemies in the South, specifically in the coastal port of New Bern, North Carolina. Because of his strong abolitionist writings, the people of New Bern banned French from conducting business in that city. In 1851, the merchants of New Bern vowed “no support, no aid, no employment whereby he [French] may receive one cent from us, a portion of the people of the South, of

⁵¹ Historian Sidney Withington in Withington, *Two Dramatic Episodes*, 49 describes the pay given to the captains and crew as a “modest compensation”; Gifford, *Famous Fleets*, 3.

⁵² Captain J. M. Willis, quoted in, Gifford, *Famous Fleets*, 3.

whom he has been so liberal in his abuse.” The fiery French responded that he would arm slaves with “six barrel Pistols” and whatever “other arms you may require” to defend themselves from slave catchers.⁵³

Such threats, printed in the local New Bern paper, frightened many slave owners in the area. This fear rippled out to the surrounding communities to the point where even in Charleston, South Carolina, French’s name was synonymous with “abolitionist fiend.”⁵⁴ To these Southerners in New Bern and Charleston alike, men like French justified their feelings towards abolitionists. Abolitionists sought to destroy their society and their way of life. On the other hand, French saw this “Stone Fleet” venture as a chance to strike a blow at his Southern nemeses. If he could not arm slaves, he could strike a blow at the slaveholders livelihood.

Although the captains of the Stone Fleet made it seem like they selected French because he was popular amongst his colleagues, his involvement and interaction in the abolitionist movement in New Bedford also played a role in his selection. French won great fame in the city during the famous Liberty Hall incident in March 1851. When an unidentified vessel, feared to be holding U.S. Marshalls and slave catchers entered the harbor, French rang the bell in Liberty Hall alerting all people of color that they were in potential danger. This proved to be a false alarm; while papers in Boston derided the crazed French in cartoon caricatures, the people of New Bedford thought differently. This was a powerful example of the character of New Bedford. Historian Kathryn Grover argues that the incident “almost instantly became a legend, tying in as it did so neatly to the use of the Liberty Bell in Philadelphia.” *The Republican*

⁵³ Kathryn Grover, *The Fugitive’s Gibraltar: Escaping Slaves and Abolitionism in New Bedford, Massachusetts* (Amherst: University of Massachusetts Press, 2001), 225-228; *New Bern Republican and Patriot*, 9/25/1851; “Reply to the Citizens of New Bern,” copy stored at the New Bedford Public Library.

⁵⁴ *Charleston Mercury*, 9/19/1856.

Standard, a New Bedford newspaper referred to Liberty Hall as “the far famed temple of liberty, within whose hallowed walls freedom for all men has been so frequently proclaimed, from whose tower the note of warning to the poor, trembling fugitive from oppression, had so often been sounded.”⁵⁵

The captains of the Stone Fleet chose the very man who epitomized anti-slavery sentiment in New Bedford as a reaffirmation of their views of the war and the Southern aristocracy. This was an affront to Southerners. The man, whom many in North and South Carolina hated most, was the one to lead this expedition to blockade their ports. Thereafter in the papers and correspondences French was referred to as the “Commodore of the Stone Fleet,” and his vessel, the *Garland*, became the fleet’s flagship.

Bartlett delivered sealed orders to “Commodore French” on the morning of November 20. The messenger directed French to keep his orders sealed until the entire fleet was at sea. French led the fleet out of the Acushnet River, past Clark’s Point and the hordes of locals bidding them farewell. People came from the surrounding communities and waved handkerchiefs, flags, and hands as the vessels proceeded through Buzzard’s Bay and out into the Atlantic. Once at sea, French and his fellow captains opened the sealed orders, which directed them to Savannah Harbor. By the first week in December, most of the fleet arrived off the coast of Savannah. The Official Reports of the Union Navy indicated that the vivacious French arrived with a bang. Upon arriving in the harbor, he fired a salute from a small cannon he had onboard. According to popular lore, when asked who fired the shot, French replied “The Commodore of the Stone Fleet!”⁵⁶

⁵⁵ Grover, *The Fugitive’s Gibraltar* 222-233; *Republican Standard*, 11/16/1854.

⁵⁶ United States Government, *Official Records of the Union and Confederate Navies*, 418; Gifford, *Famous Fleets*, 4.

As the fleet set out, many were optimistic about the fleet's prospects for success. On November 28, an article in the *Republican Standard* triumphantly claimed "The main ship channel leading to Savannah, Georgia, is only 250 yards across in the narrowest place and can be perfectly barred by 5 or 6 vessels... The powers of earth would find [it] rather difficult to be raised." The *New York Times* was equally optimistic. On December 10 an article claimed that "with the Stone Fleet in the channel, it will be hard work for even a rebel cock-boat to make its way up to the doomed city of Savannah without our permit."⁵⁷

Admiral Samuel Francis Du Pont, commander of the South Atlantic Blockading Squadron, ordered the Stone Fleet to report to Commodore J. S. Missroon, the senior naval officer at Savannah. As it turned out, Missroon was not informed about the Stone Fleet before it arrived. Missroon, astonished that Du Pont sent him such vessels unfit for naval service wrote Du Pont reporting "Seventeen ships and barks (chiefly old whaling vessels) had arrived... but few good vessels among them and all badly found in every respect... Several had arrived in a sinking condition." Missroon's fears were alleviated when Du Pont informed him the vessels were not for fighting but were to be sunk to blockade the harbor. Missroon ordered the *South American* sunk off of Tybee Island to serve as a jetty and wharf for Union troops, and the *Cossack* beached for a similar purpose.⁵⁸ Missroon abandoned the plan of sinking the remaining ships in Savannah when the Confederates, fearing an invasion of Savannah from the sea, sunk their own vessels to block the channel. With their work done for them by the enemy, Missroon directed the rest of the fleet back to Charleston Harbor.

⁵⁷ New Bedford *Republican Standard*, 11/28/1861; *New York Times*, 12/10/1861.

⁵⁸ United States Government, *Official Records of the Union and Confederate Navies*, 420; W. Craig Gaines, *Encyclopedia of Civil War Shipwrecks*, (Baton Rouge: Louisiana State University Press, 2008), 126.

On December 19, a large portion of the New Bedford vessels arrived and anchored just outside of Charleston Harbor. Du Pont now placed the Stone Fleet under the direction of Captain Charles Henry Davis, his chief of staff. In a letter to his family about “Mr. Fox’s pet idea,” Davis wrote “I had always a special disgust for this business... I always considered this mode... of doubtful success.” Nonetheless, Davis put great energy into this task, exemplifying great skill. As a New York *Evening Post* correspondent described “The wrecks are not arranged in a straight line across the channel. That arrangement might prove an effective blockade for a time, but not permanently... if the usual ones [channels] were artificially closed, another would form naturally.” Captain Davis arranged the vessels in a staggered fashion creating “an intricate labyrinth, no one could navigate.” The USS *Pocohontas* and the USS *Cahawba* towed most vessels into position, then after dropping anchor, the sinking began.⁵⁹

On the morning of December 20, Captain Willis of the *Rebecca Simms* proudly wrote that “It was just 9:45 [a.m.] when I drove out the plug below the water line in the ‘Simms’ and then with my crew went on board the steamer ‘Sahawber’... I was the only captain of the fleet that had this distinction.” Unlike the naval officers like Davis who thought this undertaking foolhardy, Captain Willis and his fellow whaling captains were exuberant. Newspaper correspondents shared in this optimism. A New York *Herald* correspondent wrote “At sunrise today we began our labor again... the channel is effectually blockaded.” Ultimately twelve of New Bedford’s whalers were sunk, most in the “Main Shipping Channel,” about three miles

⁵⁹ Withington, *Two Dramatic Episodes*, 51; Captain Charles Henry Davis letter to Mrs. Davis, 12/ 2/1861; New Bedford *Republican Standard*, 1/2/1862.

southwest of Morris Island. In late January 1862, the U. S. Navy sent a “Second Stone Fleet” to Charleston Harbor. Ten of these vessels were from New Bedford.⁶⁰

This ambitious plan proved to be an utter failure. The incessant pounding of the waves and the weather in Charleston Harbor destroyed the rotting hulks. The stone cargo sank the vessels deep in the mud, and this mud accelerated the vessel’s deterioration. Some historians, like Sidney Withington, conjectured that “the vessels sank so low in the mud that they actually deepened the channels they were attempting to block and even created new ones.” In 1863, just a year later, the U. S. Engineering Department reported “Nothing in shape of channel obstructions... could prevent or seriously retard the passage of our fleet up to Charleston.”⁶¹ The endeavor was a complete failure.

Although the strategy of sinking old merchant vessels in Southern harbors failed to aid the blockade, it did help the owners in New Bedford. In all, the U. S. Navy purchased twenty-six New Bedford vessels, paying merchants a total of \$86,420. Nineteen separate agents and dozens of owners were the direct benefactors of this money. The purchasing of the fleet also shrunk the fleet’s size by nearly twenty percent. This meant that there were fewer vessels in port, improving the prospects of the remaining whalers.⁶²

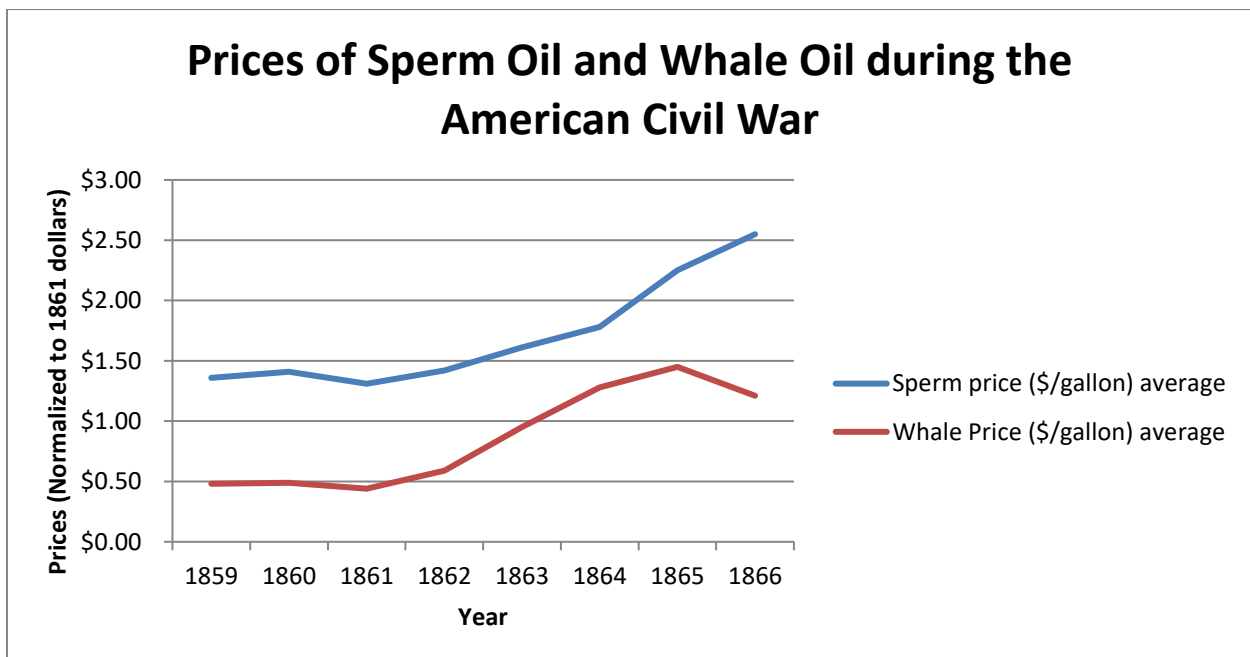
It was now a question of whether or not they should reinvest in the whaling industry. Contrary to popular historical belief, the whaling industry was not dying by the outbreak of the American Civil War, but was rather experiencing problems from over productivity. The price of

⁶⁰ Captain J. M. Willis, quoted in, Gifford, *Famous Fleets*, 7; New Bedford *Republican Standard*, 12/20/1861; Gaines, *Encyclopedia of CW Shipwrecks*, 128.

⁶¹ Withington, *Two Dramatic Episodes*, 68; U.S. Engineering Department Report, May 1863.

⁶² *Whalemen’s Shipping List*, 1861.

both sperm and whale oil declined in a period from 1853 to 1861, while the production remained relatively steady. It was the large amounts of oil in warehouses that produced this price decline. Due to the success of whalers during the late 1840s and early 1850s, they harvested more whale oil than there was a market for. Stores of oil built up, which drove prices down. The outbreak of war in 1861 saw an almost instantaneous increase in prices for whale products. Sperm oil prices doubled from \$1.37 in 1861 to \$2.70 by 1865, and whale oil increased even more, rising from \$0.50 in 1861 to \$1.90 in 1865. Both threats to the industry and increasing demand caused increased prices.⁶³ Owners made a values decision on whether they should reinvest this new capital in the industry which produced their wealth. Increasingly, many took this capital and invested it in a more promising venture – industrial mills. Although this trend will be discussed later, the purchasing of the Stone Fleet left many owners pondering what should be done with this extra money they now had.



⁶³ *Whalemen's Shipping List*, compiled from different additions ranging from 1850 – 1870. Reserves of whale and sperm oil were both recorded in charts on an annual basis in the *Whalemen's Shipping List*. I took numbers from editions from 1848 to 1865. Numbers were adjusted for inflation. These are amounts in 1861 dollars

This graph shows the price of sperm and whale oil during the Civil War years. This chart starts in 1859 and goes to 1866. These prices were normalized to 1861 dollars.⁶⁴

Even though the Stone Fleet positively affected New Bedford, it was difficult for some to come to grips with what happened to these once triumphant whaleships. The New Bedford *Republican Standard* lamented “Each of them has a history and thousands of reasons suggest themselves why the worn-out hulks still accounted seaworthy enough to voyage hither... should not be saved their fate.” They were not saved their fate. Herman Melville, the author of *Moby Dick* and New Bedford idol, analyzed the vessels’ demise in his poem “The Stone Fleet.” He poetically concluded,

To scuttle them- a pirate deed
Sack them and dismast;
They sunk so slow, they died so hard,
But gurgling dropped at last.
Their ghosts in gales repeat...
And all for naught. The waters pass--
Currents will have their way;
Nature is nobody’s ally; ‘tis well;
The harbor is bettered – will stay.
A failure, and complete,
Was your Old Stone Fleet.⁶⁵

⁶⁴ *Whalemen’s Shipping Lists, 1859-1866.*

⁶⁵ New Bedford *Republican Standard*, 1/2/1862; Herman Melville, “The Stone Fleet,” in *The Poems of Herman Melville*, ed. Douglas Robillard (Kent: Kent State University Press, 2000), 349.

CHAPTER 3. “I AM AFRAID I MUST BURN YOUR SHIP:” PRIVATEERS AND CONFEDERATE COMMERCE RAIDERS

On April 17, 1861, the war came to New Bedford when Confederate President Jefferson Davis issued letters of marque to private citizens. This allowed individual citizens who received letters of marque to attack the Northern merchant marine under the sanction of the Confederate government. Until the end of 1861, over two dozen of these privateers operated in the Atlantic Ocean and the Gulf of Mexico. Although these privateers captured and destroyed thirty vessels that year, three of which were whalers from Provincetown, Massachusetts, the privateers did not do any major damage to the whale fishery.⁶⁶

This limited success did not stop whalers from boisterously voicing their opposition to these Confederate activities. A *New York Times* article, which appeared in the April 23, 1861 edition of the *Whalemen's Shipping List*, proclaimed the outrage. The article stated “The letters of marque and reprisal is a war upon private property, and stands in marked disgraceful contrast with that of the President’s proclamation in which he declares that ‘the rights of private property shall be respected.’ The next step of the Confederates in rebellion will be to confiscate all debts from Southern men to Northern creditors.”⁶⁷ This threat posed a dilemma for most New Bedford merchants. If the Confederates continued, or worse, expanded upon this practice, their economic wellbeing was at stake. Their investments, property, capital, and future wealth became a target of this conflict.

⁶⁶ James McPherson, *War on the Waters: The Union and Confederate Navies, 1861-1865*, (Chapel Hill: University of North Carolina Press, 2012), 20-1; U. S. Government, *Official Records*, 818.

⁶⁷ *Whalemen's Shipping Lists*, 4/23/1861; The *Whalemen's Shipping List* was the *Wall Street Journal* of the whaling industry.

Regardless of the fear experience by whalers, Confederate privateers met with limited success. As a result, the Confederate Secretary of the Navy, Stephen Mallory, realized that if Confederate forces were going to cause any major disruptions to the Northern merchant marine, they needed to take their work to the high seas. In early 1861, as the Confederate government bought up every spare vessel it could, Confederate operatives purchased the merchant steamship, *Habana* in New Orleans. The Confederate Navy commissioned the 473 ton vessel as the CSS *Sumter* on June 3, 1861, and they placed Lieutenant Raphael Semmes in command. Mallory tasked the fifty-one year old Semmes with breaching the blockade, sailing to the open ocean, and doing “the enemy’s commerce the greatest injury, in the shortest time.”⁶⁸ Unlike privateers, manned by private citizens, commissioned sailors and officers constituted the crew of the *Sumter*. They took their work away from the coast and out into the vast expanses of the Atlantic. This cruiser was the first of the Confederate commerce raiders. Mallory and the Confederate government hoped the *Sumter* could inflict enough damage to alter the course of the war. And if this was not possible, they could at least draw Union naval vessels away from the blockade and alleviate the tightening grip on commerce.

In late June 1861, Semmes and his crew broke through the Union blockade near the mouth of the Mississippi River and headed towards the Atlantic. By the end of July, the cruiser captured ten vessels off the coast of Cuba. Then it turned southward, towards the Brazilian coast. In the following months, the *Sumter* captured five more vessels, and by December, Semmes arrived in the North Atlantic. Semmes’s main target was the undefended merchant vessels that journeyed through these waters from the United States to Europe. Semmes hoped that by

⁶⁸ Raphael Semmes, *Service Afloat, or The Remarkable Career of the Confederate Cruiser Sumter and Alabama during the War Between the States*, (London: 1887), 105.

patrolling the busy routes, he could capture heavily laden mariners, damaging the North's international commerce.⁶⁹

Although he did not initially intend to attack a whaler, on the morning of December 8, New Bedford received its first taste of what commerce raiding would mean in the coming years. With a thick fog and rough seas, the crew of the *Sumter* barely spotted sails in the distance. Approaching the vessel, Semmes showed the United States flag and the listing vessel did likewise. Flying the United States flag or another neutral flag was common practice for Confederate commerce raiders. They hoped this would lure unsuspecting U. S. merchants and fishermen into a false sense of security, allowing the Confederates to get close enough to quickly subdue their enemy. Seeing that the vessel was a whaling bark, the *Sumter* raised the Confederate flag leaving the whaler with little chance to escape. The vessel surrendered almost immediately. The boarding party discovered the bark was the *Ebenezer Dodge* of New Bedford. Just twelve days out and bound for the Pacific Ocean, the *Ebenezer Dodge* hit rough weather and sprung a leak. The damaged ship was of no value to the *Sumter* so after removing the provisions and supplies, Semmes burned it. Taking the *Ebenezer Dodge's* twenty-two man crew prisoner, Semmes continued his voyage towards the Strait of Gibraltar where the cruiser added two more captures to its log. In late January of 1862, damage to the *Sumter* forced Semmes to abandon his damaged vessel at Gibraltar.⁷⁰

Because the *Ebenezer Dodge* had just begun its voyage and was yet to capture a single whale, the ship did not lose any product. But as the whaling bark burned, B. Franklin Howland,

⁶⁹ Semmes, *Service Afloat*, 275.

⁷⁰ United States Government, *Official Records of the Union and Confederate Navies*, 744.

the vessel's owner, lost nearly \$35,000 of value in his ship and outfits.⁷¹ The *Ebenezer Dodge* was relatively new, and Howland spent about \$20,000 to outfit the vessel. The war had come to New Bedford's whaling industry. The Confederate crusade against whalers had begun.

While Semmes sold the *Sumter* off of Gibraltar, Confederate operative James Bulloch was hard at work trying to provide another ship for Semmes. Bulloch worked the British market searching for sea worthy vessels that could be commissioned in the Confederate Navy. This had to be done clandestinely as to not violate Britain's neutrality in the war. This was of critical importance to the Confederate government. According to international law, Britain's neutrality meant the British government could not knowingly supply war material to either side during the conflict. Eager to maintain this neutrality, Great Britain refused to openly help the Confederates. This meant that Bulloch could not identify himself as a Confederate operative. He purchased vessels under an alias and supplied the ships he purchased with materials from several different chandleries.

Bulloch secured several purchases in the early years of the war, including the CSS *Alabama*, which launched from Birkenhead Ironworks in Liverpool on July 29, 1862. The vessel was 220 feet long and powered by both sail and steam. Since Semmes was without a vessel, Bulloch summoned him to Liverpool. Semmes took command of the newly christened steamer, and he took to the oceans in search of enemy ships.⁷²

⁷¹ *Whalemen's Shipping List*, 8/1861.

⁷² Semmes, *Service Afloat*, 421; Much research has been done on the *Alabama* and its cruise. Prominent works include: Andrew Bowcock, *CSS Alabama: Anatomy of a Confederate Raider* (Naval Institute Press: 2002); Sean McLachlan, *The CSS Alabama: The History of the Famous Confederate Raider that Sank Off the Coast of France during the Battle of Cherbourg* (Ann Arbor, MI: Charles River Editors, 2016); Spencer C. Tucker, *Raphael Semmes and the Alabama* (College Station, Texas: State House Press/Texas A&M Press, 1998); and Stephen Fox, *Wolf of the Deep: Raphael Semmes and the Notorious Confederate Raider CSS Alabama* (New

Semmes decided on his first target shortly after the *Alabama*'s departure. In his memoirs he recalled "I resolved to strike a blow at the enemy's whale-fishery, off the Azores." In late summer, the Gulf Stream carries thousands of tons of krill and plankton northward from the Tropics and dumps them off the coast of the Azores in the Northern Atlantic. For centuries, right whales migrated to this location from late August until early October and feasted on ample supplies of food in preparation for the winter months. Whalers journeyed to these waters to take advantage of the gathering of right whales every year. This species of whale is docile and relatively easy to hunt and kill. Whalers from New Bedford and other Northern ports frequently made the Azores their first stop on their way to the Pacific and Indian Oceans, or their last stop on the way home. This location also offered opportunity to hire experienced fishermen who could be brought on as new crew members.⁷³

With no protection offered by the U. S. Navy and numerous whalers congregating there, these vessels were easy prey for the CSS *Alabama*. Semmes recorded in his memoir "Unlike the ships of commerce, the whalers are obliged to congregate within small well-known spaces of ocean and remain there for weeks at a time, whilst the whaling season lasts. It was the most obvious thing in the world, that these vessels, thus clustered together, should attract the attention of the Confederate cruisers." Arriving off the Azorean coast in early September, his timing could not have been better. He was on the whaling grounds at the peak of the season. His aptitude paid off.⁷⁴

York: Random House Publishers, 2009). Although these studies investigate the cruise of the *Alabama*, none of these focus on the study of the effect the cruise had on the whaling industry. This is the primary focus of this paper.

⁷³ Semmes, *Service Afloat*, 421, 421-2.

⁷⁴ Semmes, *Service Afloat*, 421, 421-2, 424; United States Government, *Official Records of the Union and Confederate Navies*, 780.

Whalers were keenly aware of the predicament the nature of their industry put them in. The merchant marine sailed either individually or in small groups, making them almost impossible to find on the open oceans of the world. Unlike these mariners, whalers were found in the same spots at the same times every year. The *Whalemen's Shipping List* weekly obsessed over the actions of Confederate commerce raiders in articles throughout 1862 and 1863. The editors knew how vulnerable the whaling industry was, and their writings indicated how nervous they were.

On September 5, 1862, the *Alabama* secured her first prize, the *Ocmulgee*, a whaler out of Edgartown, MA. Just a mere eleven days after being commissioned, the *Alabama* made its first capture. This was the first of many vessels that the Confederate cruiser added to her logs over the next two years.

Three days after taking the *Ocmulgee*, the *Alabama* came across her first New Bedford whaler. Late on the afternoon of September 8, the lookouts on the *Alabama* spotted a large ship to the northwest. Sunset was nearing so the Confederates acted fast. Showing the American colors as they approached, Semmes recognized the vessel as an American whaler. After securing the vessel's surrender, the ship's master turned over his papers to Captain Semmes. These identified the vessel as New Bedford's *Ocean Rover*, which was returning from a nearly three and a half year voyage with a hull full of oil. After spending several years in the Indian Ocean, the captain of the whaler decided to make one final stop at the Azores to top off what was a highly successful voyage. This decision proved an awful mistake as all the *Ocean Rover's* hard

work was burned later that night. The approximately 1,100 barrels of whale oil incinerated, costing the owners and the crew of the *Ocean Rover* \$70,000.⁷⁵

This means of war was nothing new in the annals of history, and although Semmes readily admitted to being a “commerce raider,” he believed this certainly did not make him a pirate. Yankee whalers did not think twice about economically attacking the South however they could, and so Semmes felt no remorse for what he did. As he informed one disconsolate whaler just before he burned his ship “Every whale you strike will put money into the Federal treasury, and strengthen the hands of your people to carry on the war. I am afraid I must burn your ship.”⁷⁶ Semmes saw this as a means of war, as unconventional as it was. The more he could limit the profitability of the Northern maritime industries the more he could hinder the Northern war effort. To Semmes this was not piracy, it was war.

Semmes’s decision to burn the vessels was a difficult one for the captain. This whale oil and product, if sold to European markets, would fetch a high price. Then that money could be used to support the Confederate war effort. Yet, Semmes feared that putting into a neutral port could cause an international crisis, which would potentially hurt the Confederacy’s cause. Also, selling the whale oil would simply take too much time, and the longer he spent in one port, the better chance a Union naval vessel had of catching him. He thought burning the ship and destroying its contents was the best way to inflict maximum damage while not putting the Confederacy’s international standing nor his crew in danger. Semmes also later commented that “The New England wolf was still howling for Southern blood, and the least return we could

⁷⁵ Semmes, *Service Afloat*, 431-2; United States Government, *Official Records of the Union and Confederate Navies*, 678.

⁷⁶ Semmes, *Service Afloat*, 449.

make for the howl, was to spill a little 'ile [oil]."⁷⁷ This became the usual practice for Confederate commerce raiders for the remainder of the war.

From September 13 to 17 the *Alabama* captured and destroyed four more New Bedford whalers. The first vessel was the *Altamaha* which surrendered without a fight. Although this vessel had been at sea for five months, the master had little success in capturing the great leviathan. Semmes destroyed only about \$3,000 of product.⁷⁸ Later that night, with the moon shining brightly, the *Alabama* spotted another whaler in the distance and made chase. It gained quickly on the vessel and within a few hours the two boats were within a mile of each other. Semmes ordered the customary warning shot fired and prepared his crew to board the vessel, but this whaleship was not willing to give up. Captain Semmes was not in the mood to play games at such a late hour and fired a second warning shot. This second round quickly brought the ship's master to his senses, and he immediately stopped his course and ran down his colors. It was now nearly daylight so Semmes sent a boarding crew to the vessel and returned to his quarters for a nap. When he arose that morning, he found the *Benjamin Tucker* of New Bedford was his new prize. This whaler left New Bedford eight months prior and was off to a decent start on this voyage with about three hundred and fifty barrels of oil onboard. The crew of the *Alabama* gutted the *Tucker* of all valuable supplies and materials, brought the thirty person crew on board the vessel, and set the whaler on fire by 10 AM. As the ship burned, nearly \$18,000 worth of profit burned with it.⁷⁹

⁷⁷ Ibid, 611.

⁷⁸ United States Government, *Official Records of the Union and Confederate Navies*, V.3, 678.

⁷⁹ Semmes, *Service Afloat*, 439-40; United States Government, *Official Records of the Union and Confederate Navies*, V.3, 678.

Three days later, the *Alabama* added two more New Bedford whaleships to its list of prey. The Confederates captured the *Virginia* and the *Elisha Dunbar* in the midst of a violent storm. Both of these vessels were fresh out of port and neither had caught a single whale. What they lacked in whale oil, these vessels made up in supplies and outfits. The *Alabama* pilfered both for food and munitions before burning the vessels. This capture cost William Hathaway Jr., the primary owner of the *Virginia*, and the firm of W. and G. D. Watkins a combined \$50,000.⁸⁰

In only five days, the *Alabama* captured four New Bedford whalers which were worth approximately \$71,000. In 1862 the whaling industry brought in \$5,051,782 of whale products.⁸¹ These four days cost New Bedford owners approximately two percent of their entire profit for that year. On the surface, these damages were not excessive. Thanks to insurance, New Bedford owners monetarily rebounded from these losses. The true problem was fear. Fear kept many owners and agents from outfitting vessels, and, as a result, they missed out on the opportunity to potentially profit from the war time surge in whale oil prices.

By 1862, potential profit for whalers was on the rise. During the war years, a diminishing of stores of oil combined with threats from Confederate commerce raiders increasing the danger of a voyage caused an increase in the worth of all whale products. For those willing to accept the risk, the war provided an opportunity for profit. This was especially true, if they could safely get one of their vessels through the dangerous waters of the Atlantic and into the Pacific and Arctic Oceans. Whalers might have to be on high alert in the Atlantic, where Confederate commerce raiders prowled, but once they headed out on the vast Pacific, they could travel unmolested. However, some were unlucky enough to cross paths with the *Alabama* on their way to the Pacific

⁸⁰ Semmes, *Service Afloat*, 442; United States Government, *Official Records of the Union and Confederate Navies*, 678.

⁸¹ United States Government, *Official Records of the Union and Confederate Navies*, 678; *Whalemen's Shipping Lists*, 1/14/1863.

whaling grounds, as the master of the *Levi Starbuck* found. It was by pure luck that the *Alabama* found this vessel. No longer on the whaling grounds, the two vessels merely happened upon each other. The *Levi Starbuck* was only four days out from port and was stocked with fresh provision and supplies. The whaler was just beginning a thirty month voyage to the Pacific Ocean's whaling grounds. This voyage was cut short by about twenty-nine months as the *Alabama* burned the vessel destroying approximately \$25,000 of outfits and supplies.⁸²

Equally unlucky were the barks *Lafayette* and *Nye*. In April 1863, the Confederate cruiser prowled the waters off the coast of Brazil and encountered the *Lafayette*, and easily captured the vessel. The captain of the bark had died at sea several weeks earlier, and in a panic as the *Alabama* approached, the first mate of the whaler threw the bark's papers overboard hoping this would mask their identity as an American whaleship. This act failed to save his ship, and within an hour of her capture the whaling vessel was on fire, a fire that cost the owners of the *Lafayette* \$20,908.⁸³

On April 24, the *Alabama* captured her ninth New Bedford whaler. This vessel was the *Nye* which was returning from a thirty-one month cruise in the Pacific Ocean "during which her crew had become almost as much Sandwich Islanders, as Americans in appearance." The crew had already shipped home two cargoes of oil, but still had about four hundred and twenty-five barrels onboard as they returned home. The one remaining capstone to finish off such a successful voyage would be to sail down the Acushnet River and into the harbor delivering these

⁸² Semmes, *Service Afloat*, 493; United States Government, *Official Records of the Union and Confederate Navies*, 678.

⁸³ Semmes, *Service Afloat*, 603; United States Government, *Official Records of the Union and Confederate Navies*, 679.

last barrels for their final payday. The *Alabama* would not allow such a triumphant return to port. The overly oily *Nye* easily went up in flames and \$31,000 worth of product was destroyed.⁸⁴

All three of these vessels, the *Levi Starbuck*, the *Lafayette*, and the *Nye* were captured, in a way, accidentally. None were caught on whaling grounds. They all were unlucky enough to cross courses with the *Alabama*. A jubilant Semmes remarked “The fates seemed to have a grudge against New England fishermen, and would persist in throwing them in my way, although I was not on whaling-grounds.”⁸⁵ Whether it was the fates or the vengeful whales which kept sending these vessels the *Alabama*’s way, the effects of these unexpected encounters could not be overlooked.

Encounters such as these were pushing New Bedford whalers to less lucrative whaling grounds. From 1861 to 1865 the total tonnage of the American whaling fleet sailing to the Caribbean rose exponentially. Beginning in 1831, whalers hunted in the Caribbean, but on average only one or two vessels per year traveled to this region. This average remained constant until 1861, when the average number of visits rose to ten. By the wars end in 1865, whalers made nearly fifty voyages per year to the Caribbean basin. This dramatic rise of Caribbean whaling was coterminous with the prolific cruise of the *Alabama*. Although some historians like Aldemaro Romero have suggested that this had to do with lower labor costs in the West Indies, it seems likely that Semmes’ raids had more to do with an increasing number of whalers visiting less lucrative grounds.⁸⁶

⁸⁴ Semmes, *Service Afloat*, 611; United States Government, *Official Records of the Union and Confederate Navies*, V.3, 679.

⁸⁵ Semmes, *Service Afloat*, 611.

⁸⁶ Aldemaro Romero, “Yankee Whaling in the Caribbean Basin: Its Impact in a Historical Context,” *New Approaches to the Study of Marine Mammals* (Intech Open Science/Open Minds, 2012), 223 -232; J. L. Coleman, “The American Whale Oil Industry: A Look Back to the Future

In the Caribbean, right and sperm whales were sparse. Whalers mostly hunted humpbacks in this region. These whales were poor producers of oil, meaning that whalers needed to catch a lot more of them to produce a profit. But the Caribbean was closer to home and closer to the Union Navy. This kept many Confederate raiders and privateers from operating in the region. Many whaling captains made the decision to value safety more than lucrative grounds. As a result, the number of voyages venturing to the poor whaling grounds of the Caribbean rose dramatically. By 1870 only eight whaleships fished in the area. The dramatic rise of whaling in the Caribbean with the outbreak of war and its abrupt fall after the war ended, indicate that Caribbean whaling was likely a direct effect of the Confederate commerce raiders forcing whalers to fish on less lucrative but safer grounds. Although the agents and merchants that sent their vessels there did not have to worry about losing their ship, they experienced a noticeable drop in productivity.⁸⁷

By May of 1864, the *Alabama* had captured and destroyed fifty-five U.S. merchant vessels equaling about \$4,613,914 in damages. Of these, Semmes's crew destroyed sixteen whaling vessels, nine of those from New Bedford. This cost New Bedford merchants approximately \$218,000 worth of product, supplies, and vessels.⁸⁸ As Semmes recognized, the whaling fleet was one of the easiest targets. This fact was recognized by Confederate Secretary

of the American Petroleum Industry," *Natural Resources Research* (1995), 273-288; D. K. Caldwell and M. C. Caldwell, "Porpoise Fisheries in the Southern Caribbean – Present Utilizations and Future Potentials, *Proceedings of the 23rd Annual Session of the Gulf and Caribbean Fisheries Institute* (Coral Gables, FL: Rosenstiel School of Marine and Atmospheric Science, 1971), 195-206.

⁸⁷ Romero, "Yankee Whaling in the Caribbean Basin," 223-232; Caldwell, "Porpoise Fisheries in the Southern Caribbean," 195-202.

⁸⁸ Semmes, *Service Afloat*, 611; United States Government, *Official Records of the Union and Confederate Navies*, V.3, 681.

of the Navy Mallory and other Confederate officials who ordered Bulloch to purchase a new raider that would strike a blow at that industry. As the *Alabama* sank at the hands of the USS *Kearasarge*, Bulloch went about procuring a new vessel for this service.

He settled on an iron-framed, full-rigged ship with auxiliary steam power known as the *Sea King*. Recently returned to England from Bombay, this vessel was perfect for a cruiser. Bulloch began the painstakingly tedious task of buying and outfitting the vessel. The Confederate naval department searched for a commander for this new vessel and settled upon Lieutenant James I. Waddell. Waddell was a North Carolinian with over twenty years of experience in the U.S. Navy. By mid-October, 1864, the *Sea King*, outfitted as a commerce raider, was rechristened the CSS *Shenandoah*. It weighed anchor and set sail for the North Pacific and the whaling fleet that called those waters home.⁸⁹

Waddell's orders from Bulloch, dated October 5, 1864, explicitly stated the purpose of the mission. In the opening two sentences of this letter, Bulloch wrote:

Sir: You are about to proceed upon a cruise in the far-distant Pacific, into the seas and among the islands frequented by the great American whaling fleet, a source of abundant wealth to our enemies and a nursery for their seamen. It is hoped that you may be able to greatly damage and disperse that fleet, even if you do not succeed in utterly destroying it.

Building upon the easy success Semmes had off the coast of the Azores, the Confederate government hoped Waddell could achieve even more success by attacking the much larger and much more productive Pacific whaling fleet. If the *Shenandoah* was successful, it could

⁸⁹ Chaffin, *Sea of Grey*, 56-8; Other books which outline the cruise of the *Shenandoah* include: Angus Curry, *The Officers of the CSS Shenandoah* (Gainesville, FL: University Press of Florida, 2006), Dwight Hughes, *A Confederate Biography: The Cruise of the CSS Shenandoah* (Naval Institute Press, 2015), and William Wittle Jr., *The Voyage of the CSS Shenandoah: A Memorable Cruise* (Tuscaloosa, AL: University of Alabama Press, 2014). All of these books, like those about the *Alabama* fail to exclusively look at the effect the *Shenandoah* had on the whaling industry.

permanently disrupt or even destroy the fishery. The Confederates needed a way to prolong the war. If they could strike a major blow at the whaling industry, it would hurt the war time economy, especially that of New Bedford.⁹⁰ Maybe that would be enough to spark an economic recession which could adversely affect the Northern war effort. Also, whalers in the Pacific were sitting ducks, because the U. S. Navy provided no protection, and although they feared commerce raiders, they never expected they would be attacked in the far reaches of the Pacific and Arctic Oceans. A voyage like this one was an incredibly inexpensive way of inflicting incredible damage on the Northern maritime economy. Ultimately, this would be the most economically destructive cruise in whaling history.

Waddell and his crew caught their first whaler in the South Atlantic. It was about five in the afternoon on December 4, 1864, in what Captain Charles P. Worth, the master of the idle whaler, described as “thick weather.” With a fairly dense mist hanging over the water, Captain Waddell stealthily directed his steamer towards the unsuspecting vessel and its crew. This was the whaling bark *Edward* of New Bedford, which was in the process of “cutting in” a right whale they had recently captured. Waddell dispatched a boarding party and by the time the busily working seamen realized what was happening, it was already too late. Captain Worth surrendered his vessel. The crew of the *Shenandoah* spent the next two days stripping the *Edward* of all provisions. Waddell then burned the bark and transported his prisoners to Tristan da Cunha, where he dropped them off on the island under the protection of the locals. Several weeks later, the USS *Iroquois* retrieved the crew and delivered them to Cape Town, South

⁹⁰ United States Government, *Official Records of the Union and Confederate Navies*, 749; Semmes, *Service Afloat*, 421.

Africa, where they spent several more weeks until finally making their return voyage home. This first vessel was worth about \$20,000.⁹¹

After a brief layover in Melbourne, Australia, the *Shenandoah* headed north towards the Caroline Islands. It was in the harbor of Ascension Island (modern Ponape Island, Micronesia) that Waddell located one of his keys to success. Four American whalers lay at anchor in the harbor. Only one, the ship *Hector*, was from New Bedford. All of these whaling vessels had nearly full holds. Between the *Hector* and the *Edward Carey* of San Francisco, the crew of the *Shenandoah* found nearly five hundred barrels of whale oil. This was no minor sum, as these were worth well over \$73,000. Once the Confederates cleared the ships of everything of value to them, Captain Waddell allowed the local islanders to loot the ships in exchange for the islanders taking the Yankee prisoners. Following a day in which the islanders took anything left on the vessels that had any value, the *Shenandoah* set the *Hector* ablaze. This cost the master of the *Hector* well over \$58,000, not to mention the permanent loss of his ship and his investments in supplies.⁹²

As successful as this was, the Confederates also fortuitously stumbled onto the key to the New Bedford whaler's undoing. Amongst the captured materials from the four whaling vessels were the extensive charts and maps of the North Pacific whaling grounds. Now, Waddell was not only armed with the precise charts necessary for navigating the often deadly northern Pacific and Arctic Oceans, but he also knew the exact location of the whaling fleet. Waddell jubilantly

⁹¹ *Whalemen's Shipping List*, 3/7/1865; James I. Waddell, *C.S.S. Shenandoah: The Memoirs of Lieutenant Commanding James I. Waddell*, ed. James D. Horan, (New York: Crown Publishers, Inc., 1960), 121.

⁹² United States Government, *Official Records of the Union and Confederate Navies*, 792; Hunt, *The Shenandoah*, 68-9; United States Government, *Official Records of the Union and Confederate Navies*, 792.

recalled in his memoirs “With such charts in my possession, I not only held a key to the navigation of all the Pacific Island, the Okhotsk and Bering Seas, and the Arctic Ocean, but the most probable localities for finding the great Arctic whaling fleet of New England, without tiresome search.”⁹³ Waddell held the principal tools to completing the mission Bulloch sent him on nearly six months before. Now all he needed to do was sail to the location where New Bedford’s whalers congregated.

On April 9, 1865, Lee surrendered to Grant at the small crossroads of Appomattox Court House, Virginia. On April 15, John Wilkes Booth assassinated President Lincoln in Ford’s Theater in Washington D.C. On April 26, Johnston surrendered to Sherman’s forces on Bennett’s Farm in North Carolina. With the war basically over, the *Shenandoah* arrived off the Kamchatta Peninsula in northeast Russia in late May 1865. The *Shenandoah* captured the *Abigail* of New Bedford, and with this vessel came another valuable resources for Waddell. The bark’s second mate, Thomas S. Manning, joined the crew of the *Shenandoah*. Manning was originally from Baltimore, Maryland, and sympathized with the Southerners. When the opportunity presented itself, he joined the *Shenandoah*’s crew. Not only was he an experienced seaman, but he also knew the approximate location of the whaling fleet that season. In conjunction with the captured charts and maps, Waddell had all he needed to lead him to find the rest of the fleet.⁹⁴

These two pivotal components enabled Waddell’s success. With the expertise of Manning, an experienced whaler and the charts he procured, Waddell would not have to wander about the far reaches of the North Pacific, hoping to find whaleships. Whale charts were precise. Not only would a captain track the type of whales he caught in certain areas, but he also tracked

⁹³ Waddell, *C.S.S. Shenandoah*, 145.

⁹⁴ Waddell, *C.S.S. Shenandoah*, 157-8; Hunt, *The Shenandoah*, 74-6

the exact latitude, longitude, and even the time of year he captured them.⁹⁵ These records, intended to lead a captain back to plentiful whaling grounds each year, led the whaler's enemy right to them. Manning provided the additional information of not just where the fleet historically had been but where the fleet was that season.

As Waddell's crew captured the *Abigail* and brought Manning onboard, Captain Ebenezer Nye, the master of the whaleship, was astonished. After expressing his disbelief, the boarding officer from the *Shenandoah* slyly remarked "We have entered into a treaty offensive and defensive with the whales, and we are up here by special agreement to dispose of their mortal enemy." Coincidentally this was not Nye's first encounter with a Confederate cruiser though. Several years before, he had been a master of another whaler which fell prey to the CSS *Alabama*. One discouraged member of the crew proclaimed "You are more fortunate in picking up Confederate cruisers than whales. I will never again go with you, for if there is a cruiser out, you will find her."⁹⁶ Not only had Captain Nye lost a second ship and precious cargo, but his reputation was tarnished. Tarnished reputations and bruised egos were often the byproducts of interactions with these Confederate commerce raiders.

On June 21, the *Shenandoah* arrived at Cape Navarin in the Bering Sea, where the crew picked up on a trail of floating blubber and smoke, sure signs that a whaler was nearby. They found the *William Thompson* and *Euphrates*, both of New Bedford. The *Shenandoah*'s crew made quick work of both ships, scavenging valuable rations, and then setting the ships ablaze with their few hundred barrels of whale oil providing fuel for the fire.⁹⁷

⁹⁵ Dolin, *Leviathan*, 429.

⁹⁶ Waddell, *C.S.S. Shenandoah*, 157-8; Hunt, *The Shenandoah*, 74-6; Waddell, *C.S.S. Shenandoah*, 158.

⁹⁷ Waddell, *C.S.S. Shenandoah*, 164-6.

After capturing the *William Thompson*, the *Shenandoah* received concerning intelligence. The New Bedford vessel had recently stopped off in port in California on April 22 where the crew heard news of President Lincoln's assassination, the fall of Richmond, Virginia, and the capture of Charleston, South Carolina.⁹⁸ This news did not dissuade Waddell, who felt there still was not enough evidence to substantiate the claims. He shrugged the rumors off as red herrings and set his sights on more New Bedford whalers.

As June 22 dawned, the lookout on the *Shenandoah* glimpsed five more sets of sails. Two of these belonged to foreign whalers, but the other three were New Bedford ships. One of these was the *Milo*, which Lieutenant Hunt described as a "staunch and slow-moving vessel." Easily sailing up to the *Milo*, the *Shenandoah* captured her. The *Milo*'s Captain, Johnathan C. Hawes was amazed that a Confederate cruiser was that "far north."⁹⁹ It seems that this was the general consensus among whalers in the Arctic. In fact, many had gone that far north in the hopes that this region would be a safe-haven from preying Confederate cruisers. The vulnerability of the *Shenandoah*'s targets undoubtedly contributed to its success.

In the meantime, the other two New Bedford whalers tried to escape. The *Sophia Thornton* was the slower of the two, and the *Shenandoah* easily caught up to her. After securing this newest catch, the *Shenandoah* steamed after the last vessel, the *Jireh Swift*. A three hour pursuit culminated with several warning shots fired from the *Shenandoah*'s thirty-two pound

⁹⁸ John Thompson Mason, *John Mason Journal*, Part 4 (Richmond: Museum of the Confederacy, 1865), 4/26/1865.

⁹⁹ Hunt, *The Shenandoah*, 83; Waddell, *C.S.S. Shenandoah*, 166.

cannon and the capitulation of the *Jireh Swift*.¹⁰⁰ In two days, Waddell captured five New Bedford whalers.

Waddell's success posed another problem: what should be done with all the prisoners? He solved this dilemma by making a deal with Captain Hawes of the *Milo*. Waddell offered to spare his vessel by bonding it if Hawes would take all the prisoners to San Francisco for him. Hawes also agreed to pay \$46,000 to the Confederate government for his ship. The prisoners were loaded onto the *Milo* as the *Jireh Swift* and *Sophia Thornton* burned. Not surprisingly, Hawes never paid the \$46,000 bond to the then non-existent Confederate government and his vessel was spared. Four vessels were destroyed, thousands of barrels of whale oil were burned, and thousands of dollars of supplies, tools, and materials were lost. According to estimates, just these two days cost New Bedford merchants \$261,205.¹⁰¹ And the *Shenandoah* was not yet finished.

On June 26, the *Shenandoah* caught three more prizes, including the *Nimrod* captained by James M. Clark from New Bedford. Like Captain Ebenezer Nye of New Bedford's *Abigail*, Captain Clark also had his fair share of run-ins with Confederate cruisers. James Clark was the master of the *Ocean Rover* two years earlier when Raphael Semmes and the *Alabama* captured and destroyed his whaling bark. Coincidentally, in both instances Confederate Lieutenant S. Smith Lee was the first to board each one of Clark's vessels. Lieutenant Lee thought of this second meeting as "an excellent joke," but Clark failed to see the humor.¹⁰² No whaling captain wanted

¹⁰⁰ *Whalemen's Shipping List*, 8/22/1865.

¹⁰¹ Waddell, *C.S.S. Shenandoah*, 171; United State Government, *Official Records of the Union and Confederate Navies*, V.3, 792.

¹⁰² Hunt, *The Shenandoah*, 102.

to be like Nye or Clark. It was bad enough suffering one destructive encounter with a Confederate cruiser, never mind a second.

As Captain Clark surrendered a second ship to the Confederates, the crew of the *Shenandoah* spotted five more whalers in the distance. Waddell and his crew were able to capture three out of the five vessels, and all three, the *Gypsy*, *Isabella*, and *General Pike* were New Bedford whalers. Now with nearly two hundred and twenty-two prisoners in his custody, Waddell bonded the *General Pike* for \$45,000 and sent his prisoners on their way to San Francisco.¹⁰³ In six months, the *Shenandoah* captured twelve New Bedford whalers, nine of which the *Shenandoah* captured within the last three weeks of the cruise. This was a devastating blow to a city which had already lost nearly three dozen vessels since the beginning of the war. Yet, the most destructive single day was yet to come.

Early on the morning of June 28, Waddell spotted eleven whaleships in the distance. First, the *Shenandoah* captured the New Bedford whaler *Waverly* and burned it. Then, a little after noon, the *Shenandoah* approached the other ten vessels. Nine vessels gathered around the *Brunswick* of New Bedford which had recently collided with an iceberg. The masters and crew of all ten vessels were in the process of auctioning off the materials, tools, and supplies on the *Brunswick* when the *Shenandoah* sailed up. In an amazing example of stealth and coordination, the crew of the *Shenandoah* utilized their five longboats and the threat from their artillery pieces to secure the surrender of nine of the ten vessels. Six of these vessels were from New Bedford, the ships *James Murray*, *Isaac Howland*, and *Nassau*, and the barks *Congress*, *Hillman*, and *Martha*.¹⁰⁴

¹⁰³ Waddell, *C.S.S. Shenandoah*, 175.

¹⁰⁴ *Whalemen's Shipping List*, 8/24/1865.

The one hold out was the *Favorite* of Fairhaven, Massachusetts. As Captain Young made his fruitless stand, the effect of these captures settled in upon the whalers. This fateful day, June 28, 1865, was the single most destructive day in New Bedford's whaling history. Out of the eleven total ships captured, seven were from New Bedford. The *Shenandoah* burned \$340,563 of outfits and vessels, and bonded one vessel for \$37,000. Although the total price tag for the whalers of New Bedford for this one day was over \$370,000, the bonded vessel's worth was never paid. The \$340,563 in destructed materials was more value in whaleships than the *Alabama* destroyed in its entire cruise.¹⁰⁵ This was the final laurel the Confederate steamer added to its logs, as Waddell, fearing that the war was over, decided to return to England. The *Shenandoah*'s days of commerce raiding were over.

The *Shenandoah*'s most destructive days occurred after the Confederacy no longer existed, and Northern merchants were astounded by the sheer destruction. In total, the *Shenandoah* captured thirty-eight ships, destroyed thirty-four of them, and bonded the other four. Of these thirty-eight, twenty-five were whaleships, and of this number, twenty-one were from New Bedford. The cruiser destroyed well over \$1.1 million worth of value, and \$752,692 of this was destroyed New Bedford whalers.¹⁰⁶ The actions of the *Shenandoah* diminished New Bedford's whaling capacity by nearly twenty percent. The *Republican Standard* bemoaned the navy's failure to protect the industry, complaining "It seems that there has been gross negligence on the part of the government, in leaving so important of a branch of national industry and so

¹⁰⁵ United States Government, *Official Records of the Union and Confederate Navies*, 792.

¹⁰⁶ The \$123,000 worth of bonded New Bedford vessels is not included because the bonds were never paid.

much property without adequate protection.”¹⁰⁷ Undoubtedly, many of the city’s inhabitants shared these sentiments, condemning the federal government for its inaction. But no matter how much they accused the government of negligence, it was too late. The damage was done.

The war years proved extremely destructive. In all, fifty-seven vessels were destroyed between 1861 and 1865. Of these, Confederate commerce raiders captured thirty-one of these costing New Bedford owners and agents approximately \$1,025,231. These numbers fail to calculate the number of vessels that remained idle in port during the war years. Many merchants, fearing the worst, kept their vessels in port, unwilling to pay war premiums and risk their vessels. This meant that the number of vessels returning to port dropped as low as forty by 1866. This cut into the profits of many agents and owners. The fewer trips, the less whale oil they produced and the less money they made. The war also forced some whalers into less lucrative grounds like the Caribbean. With more vessels going to less productive grounds, the potential for profit decreased as well.

Yet, even with the fleet’s sized diminished as much as thirty percent or higher, the war did have positive impacts. Prices rose because of a diminished supply of stores combined with reduced capacity, which steadied the downward trend of prices begun in the 1850s. With prices rising, the potential for profit increased. Although increased insurance rates did counterbalance the increased prices of whale oil to a certain extent, many owners lucky enough to survive the war enjoyed larger profits. For many in New Bedford, there was still hope.

¹⁰⁷ United States Government, *Official Records of the Union and Confederate Navies*, V.3, 792; *New Bedford Republican Standard*, 8/31/1865.

CHAPTER 4. “A FORTUITOUS STEP:” INSURANCE AND RECOVERING LOSS

With an ocean and an entire continent separating the burning remnants of the Arctic whaling fleet and New Bedford, bonded vessels like the *General Pike* and *James Maury* sailed for San Francisco. These vessels were packed with the nearly 300 prisoners the *Shenandoah* captured its last six days at sea. These ships, laden with men not oil, lethargically moved towards the west coast with sad tidings. Over a month elapsed before they arrived in San Francisco. The news traveled across the telegraph lines and by late August and September 1865, newspaper headlines in major Northern cities proclaimed “The Late Destruction of Whalers,” “The Man who Defied Waddell the Pirate,” and “Wholesale Piracy.”¹⁰⁸ This news stunned the Northeast. Lulled into a false sense of security with the war’s supposed end that April, New Bedford owners did not imagine this type of destruction possible.

New Bedford residents criticized Waddell for his actions. One particular article in the *Whalemen’s Shipping List* accused that “the pirate ship [*Shenandoah*] was advised of the surrender of Lee and the murder of the President... But the captain doubted the first... and went on about his devilish work.”¹⁰⁹ These criticisms were for naught. The deeds could not be undone. Should Waddell have returned to the United States, he may have been tried for piracy, and would have likely been the second Confederate officer to be executed by the government. Waddell wisely did not return to the U. S. until 1870. As shocked, angry, and disillusioned as this news might have left New Bedford’s whalers, there was cause for hope. Insurance allowed owners to retrieve lost capital.

¹⁰⁸ Waddell, *CSS Shenandoah*, 175; *Whalemen’s Shipping List*, 8/22/1865, 8/24/1865, 9/26/1865; *New Bedford Republican Standard*, 8/24/1865.

¹⁰⁹ *Whalemen’s Shipping List*, 8/4/1865.

Marine insurance was an important part of New Bedford's economy. The approximately 320 ships that called it home in the 1850s faced a lot of risk. In fact, whaling was one of the riskiest investments of the time. Subjected to harsh weather, treacherous seas, rogue whales, and bad luck, whaling voyages failed for any number of reasons. Not only did owners accept the risk of natural disasters, they also accepted the risk of human error. Whaling was a form of fishing, and no fishing trip was guaranteed to be successful. A good captain experiencing bad luck could take a profitable thirty month voyage and turn it into a six or seven year debacle. Despite these potential pitfalls, the chance for profit was simply too attractive. Seeking to mitigate some of this risk, whaleship owners purchased insurance.

A marine insurance contract involved an insurer or "underwriter," assuming the entire risk or part of the risk on either the vessel, cargo, or both, in exchange for a premium from the vessel's owner. The underwriter determined the premiums based upon the estimated probability of a ship and cargo being damaged or destroyed. Numerous risk factors included "The route, and the season, the age and seaworthiness of the ship, and the quality of its crew and armament, as well as, in wartime, the danger of capture by enemy naval vessels." All of these factors dictated the risk the underwriter assumed and at what price the insurance company was willing to do so. Underwriters were often less informed than their clients. One underwriter quoted in John Weskett's law study of insurance complained "With the keenest penetration and judgement, it will rarely happen that [the underwriter] is on an *equal* footing, as he ought to be with the insured." Add to this the excessive cases of fraud in the early nineteenth century, and marine underwriters demanded increasingly higher premiums throughout this period.¹¹⁰

¹¹⁰ Christopher Kingston, "Marine Insurance in Britain and America, 1720-1844: A Comparative Institutional Analysis," in *Economic History Association* (Cambridge: Cambridge

Whaling only complicated these conditions. The nature of whaling was different from other maritime industries. As Captain Semmes realized, forced by the nature of the animal they killed, whalers congregated in the same regions at certain times of year.¹¹¹ Not only did that make them susceptible to prowling privateers, but it also made them susceptible to the elements. One major storm could potentially destroy a large part of the fleet, or ice moving in from the Arctic faster than anticipated could trap large numbers of vessels, something that happened in 1871.

Swift and Allen was a prominent agent firm in New Bedford. Established in 1842 by Frederick S. Allen (1812-1896) and his brother-in-law, Jireh Swift (1809-1905), their firm acted as the agents for twenty whaleships from 1844 to 1887.¹¹² One of the vessels owned and operated by the firm was the *Jireh Swift*, the namesake of one of its owners. With eight investors, the *Jireh Swift* serves as a superb example of how insurance was handled with a whaleship with multiple owning partners.

The largest shareholder in the vessel was Swift and Allen. The firm owned thirty-nine percent of the vessel and its outfits in addition to overseeing the general operations of the vessel. The largest individual shareholder was a “Mr. Crocker” owning fourteen percent of the vessel. Two individual shareholders owned eleven percent each, and three others each owned seven percent. A woman, Nancy Billings, owned seven percent of the ship. Finally, a man named William Russel, a descendant of Joseph Russel who sold the first tract of land to the Rotch

University Press, 2007), 380-381; John Weskett, *A Complete Digest of the Theory, Laws, and Practice of Insurance* (London: Couchman and Collier, 1781), 297.

¹¹¹ Semmes, *Service Afloat*, 431-2.

¹¹² Whaling Museum manuscript for collection of *Swift and Allen*.

family of Nantucket, owned four percent of the vessel and its outfits.¹¹³ Russel, a prominent member of the community and shareholder in the *Jireh Swift*, serves as a case study on the importance of joint ownership and insurance during the war years.

In 1861, Russel held investments in nearly a dozen whaleships at typically seven percent. The four percent held in the *Jireh Swift* was one of the smallest shares he had. With hundreds of dollars invested, Russel needed insurance to protect his investments.¹¹⁴ Instead of purchasing policies on his own, he relied upon the agents he dealt with as the middle-men between the insurance company and himself.

Swift and Allen purchased an insurance policy for \$13,500 from the Mutual Marine Insurance Company in 1863 for the *Jireh Swift*. This price covered the ship and its outfits when the vessel departed port. Russel, as a four percent shareholder invested \$540 in the ship. The Mutual Marine Insurance Company offered a 5.8% premium rate. Hypothetically, if Russel purchased this insurance policy for himself for his share of the vessel, he would have paid \$31.32 in premiums.¹¹⁵ After procuring this policy, he then would have secured separate policies for each one of the vessels he owned. Russel would have undertaken the extremely tedious task of shopping around different insurance companies for the best rates. Potentially he could have held twelve separate policies with twelve separate companies.

Agents, like Swift and Allen identified this problem and solved it by purchasing insurance effectively in bulk. Agents took out a policy on the entire vessel, fronting the premium

¹¹³ “Statement of Premiums Paid by Swift and Allen to Cover War Risks,” *Swift and Allen Collection*, New Bedford Whaling Museum, Box 10, Folder 11.

¹¹⁴ *Swift and Allen Collection*, New Bedford Whaling Museum, Box 10, Folders 8 – 13.

¹¹⁵ Calculated from records in *Swift and Allen Collection*, New Bedford Whaling Museum.

for the owners. Swift and Allen purchased a policy at 5.8% with the Mutual Marine Insurance Company for \$783. With the insurance covering the entire vessel and its outfits, Swift and Allen then collected a percentage of the premium payment they made from each shareholder in accordance with their percent ownership. Russel paid \$31.32 to cover his four percent ownership in the vessel.¹¹⁶ Although this price equaled the cost of Russel purchasing his own policy, this manner of doing business saved Russel a lot of work. Swift and Allen sought out the best deal and negotiated with the insurance company. Russel just paid the money. This time saving advantage made this process common practice. For investors like Russel, it was much easier to allow agents to handle insurance policies.

Of the fifty-one insurance policies Swift and Allen held during the war years, forty-nine of them were purchased by Swift and Allen upfront, with owners paying their percentage to the firm at a later date. Some examples exist including a policy taken out on the ship *George Washington*, where one of the owning members, William Statt, took out his own policy with the Union Mutual Marine Insurance Company. This was not the typical practice, though. Having an agent purchase insurance for the entire ownership group was a much more efficient manner of handling insurance.

Agents also purchased policies for their shareholder on the product a vessel caught. With risk at an all-time high in 1864, with the *Alabama* prowling the oceans, Swift and Allen purchased a policy on the “Catchings” aboard the *Jireh Swift*. After receiving a letter from the captain of the *Jireh Swift*, Swift and Allen purchased a policy with the Pacific Mutual Insurance Company. In his letter, the captain estimated the total value of oil onboard to be \$5,000. At a four percent rate, Swift and Allen covered the product. Russel gave \$8.04 which effectively

¹¹⁶ “Statement of Premiums Paid by Swift and Allen to Cover War Risks,” *Swift and Allen Collection*, New Bedford Whaling Museum, Box 10, Folder 11.

insured that even if the Confederates destroyed the ship, he would earn his \$200 of income from the product onboard regardless of whether or not the vessel returned.¹¹⁷ By purchasing this policy, Swift and Allen and the members of the ownership group, like Russel, protected themselves against the possibility their vessel would be destroyed. This practice proved prudent for many owners. Russel and his fellow owners received word in 1865 that the *Shenandoah* captured and destroyed the *Jireh Swift*.¹¹⁸ Insurance policies like these protected owners from this loss.

Crew members also purchased insurance on the catch. These men were very interested in the product they caught because of the payment system utilized by whaling agents. The “lay system” of pay meant each crew member shared in the profit of the voyage based upon his rank and duty. Men who occupied the higher ranks received the highest percent of the crew’s share while the average sailor received a smaller percentage. Because their earnings depended on the amount of product they caught, every crew member had a vested interest in that product. Should the catch be lost, so was their pay. As a result, the 1850s and 1860s saw an increasing number of crew members taking out insurance on the vessel’s catch. This increased considerably during the war years. For example, the crew of the *Jireh Swift* paid fifty-six dollars collectively to insure their twenty-eight percent of the value of the catch. Should the whale oil and bone on the *Jireh Swift* be lost, the crew would split a \$1,377 payment from the Pacific Mutual Company.¹¹⁹

¹¹⁷ “Statement of Premiums Paid by Swift and Allen to Cover War Risks,” *Swift and Allen Collection*, New Bedford Whaling Museum, Box 10, Folder 11.

¹¹⁸ U. S. Government, *Official Records of the Union Navy*, 790.

¹¹⁹ “Statement of War Premiums Paid by Swift and Allen,” *Swift and Allen collection*, New Bedford Whaling Museum, Box 10, Folder 11.

This decision was certainly made among the ranking members of the crew. Captain Thomas Wilson, his mates and higher ranking hands like his harpooners would have been the only ones onboard who could have afforded the premium for the policy. It is unlikely that a greenhand like Samuel Bancker, a nineteen year old from New York City, would have had the money or the fiscal savy to pay for his share of the policy. It is possible a ranking member could have leant him the money for this purpose, but there exists no evidence to indicate either way. The captain and his mates had the most to lose if the product was destroyed, and that was why they wanted the product insured. The first mate, Crayton Holcomb would have lost a payment of nearly \$200 should the whale oil aboard be destroyed. Likewise, the third mate, Joseph Smith, would have lost \$175.¹²⁰ With so much potential money invested, many crew members felt it was necessary to purchase insurance.

Out of nine vessels put to sea by Swift and Allen from 1861 to 1865, six had the crew members purchase insurance on the product on board. The three exceptions were vessels that returned early in the war or left after the war had officially ended. One of the vessels that had the crew buy insurance even had specific crew members listed as buying their own policies separate from the rest of the crew. The 1864 insurance policy from the Sun Mutual Insurance Company of New York recorded the third mate and two boatsteerers as having singular policies on their lay. Since commerce raiders destroyed the whaleship and its product on spot by burning it, these laborers paid for the safety net that protected their work. Perhaps unwilling to split the insurance payment with the rest of the crew, third mate David Mcfale on the whaling bark *Fanny*, paid \$51 that insured his \$1,866 payment on his share of the catch. The premium he paid, more than an infantry soldier made in three months during the Civil War, would have been well worth it

¹²⁰ *Logbook of the Jireh Swift*, New Bedford Whaling Museum.

should the *Fanny* have been captured.¹²¹ But the *Fanny* was never captured. Although Mcfale still made his share at the end of the voyage, the unused insurance was an important safety net.

Although exhaustive records do not exist, findings in I. H. Bartlett and Son's records support the finding from Swift and Allen. The frequency of crew members purchasing insurance in both sets of records indicates this practice was commonplace during the war years. Out of a total eighteen vessels that the two agent firms insured for "the catchings," fourteen of them or seventy-eight percent have the crew listed as paying premiums on their share. Records from the *Alabama Claims* also seem to justify this assertion.¹²² Certainly not every crew on every ship did this, but it seems as though a fair number of crews on whaling vessels took advantage of insurance as a way of protecting their potential profit.

During the war, insurance companies forced both owners and crew members to pay higher premiums. With risk increasing, underwriters instituted war premiums. A war premium was a special rate which mitigated the increased risks during war. These premiums, charged in addition to the standard premium, meant that the average insured party paid an additional two to seven percent on insurance. When added to the standard premium of three to five percent, this additional charge meant the total payment for insurance could be anywhere from seven to twelve percent. Merchant vessels insured by the Pacific Mutual Insurance Company saw war premiums as diverse as 1.3% for the ship *George Washington* in 1861, to 7% on the bark *Ospray* and its

¹²¹ *Logbook of the Fanny*, New Bedford Whaling Museum; "Statement of War Premiums Paid by Swift and Allen," *Swift and Allen Collection*, New Bedford Whaling Museum, Box 10, Folder 12.

¹²² The first instance cited of two boatsteers and a third mate purchasing insurance on their portion of the catch can be found in, "Statements of Premium Paid by Swift and Allen to cover War Risks," *Swift and Allen Collection*, New Bedford Whaling Museum, Box 10, Folder 8. Concurring evidence can be found in Swift and Allen collection, Box 10, Folders 8 – 12, 14; Bartlett and Sons collection, housed at the New Bedford Whaling Museum on Microfilm; and in the *Alabama Claims* records of verdicts and outcomes.

outfits in 1863.¹²³ These divergent rates had two causes. One was the destination of the whaleship. Insurers charged a higher premium for vessels headed for or through waters where Confederate commerce raiders were known to be. Underwriters felt safe insuring the *George Washington* at such a low rate because it was destined for the Pacific in 1861. No known Confederate vessels operated in the Pacific at that time so insurers felt comfortable offering a low war premium. The second factor that effected war premiums was the context in which the insurance was purchased. When the *Ospray's* owners bought insurance in 1863, the CSS *Alabama* was in the midst of its destructive cruise. Given the danger posed by the *Alabama*, insurers wanted a higher premium to offset the higher risk. To further complicate matters, the *Ospray* headed first for the Azores, the place where the *Alabama* captured a half dozen whalers the previous year. Because of both the destination of the vessel and the Confederate raider's activity the owners of the *Ospray* were charged an extremely high war premium.

Even though underwriters attempted to adjust for higher risks, the insured still held a distinct advantage. Although underwriters felt safe offering lower war premiums to vessels destined for the North Pacific, the insurers had mispriced the risk. The *Martha*, owned by Swift and Allen, departed New Bedford in 1863 for a two plus year cruise in the Arctic where they hunted the bowhead whale. Thinking the *Martha* safe from Confederates in the Arctic Ocean, insurers at the Union Mutual Marine Insurance Company offered the owners a four percent war premium. Lack of knowledge played to the advantage of the *Martha's* owners. Although it is certain neither the insurers nor the insured ever imagined the *Shenandoah* would arrive in the Arctic in 1865, this was exactly what happened. This unknown factor of what the Confederate

¹²³ "Premiums Paid by Swift and Allen on War Risks," *Swift and Allen Collection*, New Bedford Whaling Museum, Box 10 Folder 8.

naval plan was adversely affected the insurance agency when they paid a policy worth \$11,250 to Swift and Allen after the *Shenandoah* captured and destroyed the whaleship.¹²⁴ Underwriters had not priced the dangers that the Confederates posed to the Pacific whaling fleet.

As underwriters anticipated the best they could, owners decided that the most prudent thing to do was to purchase insurance. An example of how this looked in practice was a policy Mathew Howland purchased from the Pacific Mutual Insurance Company. Bought on November 24, 1863 at the height of the *Alabama's* destructive cruise, policy 4202 insured the whaling vessel *Golconda*. Howland was the primary owner of this vessel. He paid a \$2,000 premium which provided seven months of coverage. A clerk recorded his rate as “Nine (9) per cent Annum. Five (5) for Marine Risks, and Four (4) for the War Risk.”¹²⁵ What would have been a five percent rate before the war became a nine percent rate because of the war premiums. This additional four percent was a hardship for owners, but most realized it was necessary. Underwriters were certainly at a disadvantage but so were those insured by them. Increased overhead cut into Howland's and other owner's profits, and it kept some from the industry until the war ended. War risks caused a hardship for all involved, but at least for owners like Howland, this inconvenience paid off if their whaleship was captured.

The *Shenandoah* captured two of Swift and Allen's vessels in the Bering Sea in 1865: the *Jireh Swift* and the *Martha*.¹²⁶ The *Jireh Swift* at its time of capture had been at sea for nearly

¹²⁴ “Premiums Paid by Swift and Allen to Cover War Risks,” *Swift and Allen Collection*, New Bedford Whaling Museum, Box 10, Folder 8.

¹²⁵ Pacific Mutual Insurance Company, “Policy #4202 in regards to whaling vessel *Golconda*,” *Crapo, Clifford, and Clifford Collection*, New Bedford Whaling Museum.

¹²⁶ I will use these two vessels as a case study of what happened with insurance policies after a vessel had been destroyed. These two cases have largest complete records available. As a result, they serve as the best known examples of this process. Although these two cases certainly

three years. Leaving New Bedford in 1862, the *Swift* had great success in the early years of the voyage. In fact, the *Swift* had been so productive the captain sent a shipment of whale bone and oil home in 1864. This practice was common if a trip was especially productive. This \$62,125 of product safely arrived in New Bedford later that year. In addition, when the vessel was captured, the crew had approximately \$35,000 of oil and bone onboard. The owners secured a policy in 1862 which covered the ship and outfits at approximately \$13,500 of value for a three year term. A few weeks prior to its capture, the crew and owners insured \$35,000 worth of product onboard making the total insured value \$48,500. The *Official Records of the Union and Confederate Navies* listed the approximate value of the ship and its catchings at \$61,960 at the time of its capture.¹²⁷ This meant only \$13,460 of product was not insured.¹²⁸

When news arrived of the *Jireh Swift's* destruction in late 1865, Swift and Allen submitted their insurance claims. By the following year, the China Mutual Insurance Company, the Atlantic Ocean Mutual Insurance Company, and the Pacific Mutual Insurance Company made payments totaling \$48,500. Records exist which confirm a payment was made to the crew members by the Pacific Mutual Insurance Company for their policy on the catchings on the

do not speak for all instances, they do provide evidence of what the typical scenario might have gone.

¹²⁷ The government determined this number from the reports of both Confederate officers aboard the *Shenandoah* and the later claims of the whalers after the war. Although this number seems slightly inflated, there is no reason to believe this number is not reasonably accurate.

¹²⁸ "Memo War Premiums Paid by Swift and Allen," *Swift and Allen Collection*, New Bedford Whaling Museum, Box 10, Folder 13; *Official Records of Union and Confederate Navies*, V.3, 792.

vessel, but it cannot be confirmed whether or not each individual member actually received their payment. All the owning members recouped all of their invested capital.¹²⁹

Not only did the owners reap the benefits of the \$62,125 earned on the product shipped back to New Bedford earlier in 1865, but they also received insurance payments for \$35,000 of product onboard at the time of capture. The only loss they experienced was the additional \$13,460 of additional product that was not yet insured.¹³⁰ This significant loss should not be overlooked, but when one considers the owners had already profited off of this voyage from the shipments made earlier in the voyage and insurance, the loss was certainly bearable for them. No longer with a whaleship and its outfits, they could invest their money in anything they wanted. In a way, they were freed of this particular investments in the whaling industry. This would be an important factor in the increasing investments in industrial mills in New Bedford. The crew profited off the product shipped to New Bedford earlier in the cruise and from payments made by the insurance companies. Being captured by a Confederate commerce raider was unfortunate for whalers, but it also would produce great profit for many of those in the industry.

Unlike the *Jireh Swift*, the bark *Martha* was not so lucky. Suffering from their inability to find the great leviathan, the *Martha* was off to a slow start. It left New Bedford in late 1863 and arrived at the Pacific whaling grounds by the New Year in the hopes of turning their luck around. At the time of capture eighteen months later, the *Martha* only had about \$11,900 of product on board. The captain and crew did not purchase insurance on this because they felt it was not

¹²⁹ War Premiums paid by Pacific Mutual Insurance Company,” and “War Premiums paid by Union Mutual Marine Insurance Company,” *Swift and Allen Collection*, New Bedford Whaling Museum, Box 10, Folder 13.

¹³⁰ “Premium Paid by Swift and Allen to Cover War Risk,” *Swift and Allen Collection*, New Bedford Whaling Museum, Box 10, Folder 8, *Official Records of Union and Confederate Navies*, V.3., 792.

enough to justify the premium. They regretted this decision when the *Shenandoah* captured and burned the ship on June 28, 1865.¹³¹ The crew members lost everything they had worked for. Their hard work, enduring the rough seas and beastly whales, saw them returning home with no money for their time and no insurance as a safety net.

The owners, like the crew, lost out on any potential for profit on this voyage, but they were at least able to recoup the money that they had spent outfitting the ship. The ownership group of the *Martha*, Jireh Swift and Frederick Allen, was much smaller than the *Jireh Swift's*. In 1865, Swift and Allen purchased a policy from the Atlantic Mutual Insurance Company for \$18,700 which covered the value of the ship and its outfits.¹³² As a result, Swift and Allen recovered the capital invested in the *Martha*.

Both the owners of the *Jireh Swift* and *Martha* mitigated the destruction of their property, but with insurance payments, the money they now had was not tied to any physical assets. From the numerous examples of the individuals purchasing insurance it seems as though many in New Bedford resigned to the fact that their whaleship would be captured. Expecting the worse, they insured their assets so that way they would not lose their money. This mentality and the abundant examples of insurance policies demonstrate how the individuals stayed the destructiveness of their enemy, and in some cases, like that of the *Jireh Swift*, profited. Insurance saved many owners and crew from what could have been one of the darkest moments in whaling history.

With the money acquired from insurance whalers took two divergent paths. Some like David Kempton reinvested in the whaling industry. In late 1865, Kempton refitted the *Leonidas*

¹³¹ *Whalemen's Shipping List*, 8/22/1865; Official Records of Union and Confederate Navies, V3, 792.

¹³² "Statement of Insurance Premiums Paid by Swift and Allen to Cover War Risks from the 14th day of Decbr 1861, to 15th day of July 1866," *Swift and Allen Collection*, New Bedford Whaling Museum, Box 10, Folder 11.

with money from insurance payments. Within a month of its arrival in port, the whaleship was back out to sea. This almost unprecedented turnaround was courtesy of insurance payments Kempton received from the destruction of the *Golconda* by the Confederate cruiser *Florida*.

Other owners, like Mathew Howland, invested insurance payments in the textile industry. In late 1865, Howland invested in several shares of ownership in the Wamsutta Mill. Although the Wamsutta Mill remained the only textile mill in New Bedford until 1871, incidents like the Civil War and the later Arctic disasters of the 1870s left many whaling owners reluctant to reinvest in whaling. This led many to overcome what National Park historians Christine Arato and Patrick Eleeey observed as “their initial reluctance to invest in textile production, [and they] took the fortuitous step that allowed them to continue to dominate local finance and commerce.”¹³³ The destruction of so many vessels during the war pushed many to take this “fortuitous” step towards industrializing New Bedford.

¹³³ *Financial Records of Mathew Howland*, Harvard Business School; Arato, *Safely Moored at Last*, 39.

CHAPTER 5. “WHAT IS THE AMOUNT DUE:” THE ALABAMA CLAIMS

The war years proved difficult for Benjamin Tucker. Tucker, a whaling tycoon, owned shares in a half dozen vessels, two of which Confederates captured during the war. The CSS *Alabama* destroyed his namesake ship, the *Benjamin Tucker* in 1862, and the *Shenandoah* captured and bonded the *General Pike*. Three additional vessels that he owned shares in remained in port for the entirety of the war. The only vessel Tucker owned which produced income during the war was the *Massachusetts*. Although the *Massachusetts* offloaded \$23,111 of product in October 1864, exorbitant insurance prices cut into Tucker’s profit. This is not to say the war financially destroyed Tucker because it did not. Insurance paid back the loss of the *Benjamin Tucker* and the product onboard, and since Waddell bonded the *General Pike*, that vessel was spared from destruction. Rather than a hardship, insurance saved Tucker from major financial loss.¹³⁴

But there was the principle of the matter as well. Had the British government prohibited British shipyards from outfitting or in some cases building the pesky Confederate commerce raiders, he would not have had to pay a war premium. He would have probably still had his namesake ship too. Tucker believed the British government culpable for his loss. He certainly agreed with United States Minister to Great Britain, Reverdy Johnson’s assessment that the “Alabama outrages might have been prevented by one or two courses- either by your government not having recognized belligerency as belonging to the insurgents of the United States, or by observing proper diligence in preventing such vessels...from getting to sea.”¹³⁵

¹³⁴ *Whalemen’s Shipping Lists*, August 28, 1865, October 10, 1865.

¹³⁵ *New Bedford Mercury*, March 12, 1869.

Many individuals in Northeastern coastal ports agreed with Tucker's assessment and resentment festered among these people. The British government's claim of neutrality during the war was hard to square with the fact that the British outfitted five Confederate commerce raiders. The war destroyed more whaling vessels than any other event in New Bedford's history, and the *Alabama* and the *Shenandoah* were especially destructive. Many Northern mariners, like Benjamin Tucker, believed that the British government should be liable for the actions of these Confederate commerce raiders.¹³⁶

To alleviate this tension with Britain, the U. S. Department of State began negotiations to settle their differences. In the midst of political crisis and an impending loss in the 1868 presidential election, President Andrew Johnson, perhaps as a last ditch hope to secure the support of the Northern merchant marine directed the United States Minister to Great Britain, Reverdy Johnson, to begin negotiations for a settlement.¹³⁷ Reverdy Johnson, was noted for his work as the defense attorney of such notorious figures as John Sanford, in the *Dred Scott* case and Mary Surrat, the supposed conspirator in the Lincoln Assassination. Born in Annapolis, Maryland, Johnson remained with the Union, serving as a U.S. Senator from 1863 to 1868 representing his home state. Known for his opposition to President Lincoln and the war effort, he quickly earned a reputation as a copperhead. President Andrew Johnson appointed him as the Minister to Great Britain in September 1868, succeeding the noted diplomat, Charles Francis Adams.¹³⁸

¹³⁶ Adrian Cook, *The Alabama Claims* (Ithaca, NY: Cornell University Press, 1975).

¹³⁷ *Ibid.*

¹³⁸ William Harris, *Two Against Lincoln: Reverdy Johnson and Horatio Seymour, Champions of the Loyal Opposition* (Topeka: University Press of Kansas, 2017); and Bernard Steiner, *Life of Reverdy Johnson* (Ottawa, ON: Scholar's Choice Publishing, 2015).

President Johnson ordered Minister Johnson to secure a treaty that would resolve the growing tensions in the North. Johnson worked closely with Frederick Lord Stanley, the Civil Lord of the Admiralty and later the namesake of the National Hockey League's Stanley Cup. They reached an agreement known as the Johnson-Clarendon Treaty. This treaty, signed in January 1869, stated claims against Great Britain would be settled by a panel of four representatives: two from the United States and two from Great Britain. If a tie resulted, a fifth, neutral "umpire" agreed upon by all four members would pass a final verdict. These men would decide whether or not claims were valid. Once validity was discerned, settlements would be negotiated among the panel members.¹³⁹ Minister Johnson thought the treaty a great triumph, promoting "peace between the two nations, remov[ing] a cause which has disturbed us... to the verge of hostility."¹⁴⁰

Not everyone looked upon the treaty so optimistically. Murmurs of discontent spread across the Northeast almost from the instant news of the treaty arrived in the country. The fact these men would decide the validity of individual cases was absurd to many mariners. They thought the British guilty beyond a doubt and the only thing that should be negotiated was a price. To try claims on an individual case would be too time consuming and might not work out for all those submitting claims. A January 29, 1869 article in the *New Bedford Mercury's* editorial asserted "What the men, whose ships were burned by the British pirate, demand and our government should not abate one jot of the demand, is that the English government shall admit in plain Saxon, that property destroyed by the Alabama is to be paid for, leaving as sole question to

¹³⁹ *New Bedford Mercury*, 1/29/1869.

¹⁴⁰ *New Bedford Mercury*, 3/12/1869.

be ascertained by the commission, what is the amount due.”¹⁴¹ Mariners insisted that this was the only acceptable course. No international committee should decide the validity of claims. That was self-evident. Uproar from the North was great enough that the Senate rejected the treaty and newly elected President Ulysses S. Grant recalled Minister Johnson. President Grant appointed John Lothrop Motley as the new minister to Great Britain in June 1869. Motley proved completely inept at procuring a settlement between the two nations during his tenure. Blatantly ignoring Secretary of State Hamilton Fish’s directives, Motley forced Grant to remove him from his post on December 6, 1870. New Bedford’s whaleship owners were no closer to a settlement than they had been five year early at the end of the war.¹⁴² It was Motley’s counterpart, Sir Edward Thornton, the British Ambassador to the United States who proposed the final resolution. He suggested both nations appoint high commissioners who would negotiate a settlement. The commission, composed of twelve appointees (6 from the United States and 6 from Great Britain) met in Washington D.C. and ultimately arbitrated an agreement.¹⁴³

The U. S. commissioners indicated five categorical ways that the British government should be held monetarily accountable for the effects of the five Confederate commerce raiders which were British-built vessels. Two of these categories were important for New Bedford’s whalers, including “Claims for private losses growing out of the destruction of vessels and their cargoes” and “The enhanced payments of insurance by private persons.” The U. S. commissioners also stipulated a separate tribunal, composed of five representatives should meet

¹⁴¹ New Bedford *Mercury*, 1/29/1869.

¹⁴² Oliver Wendell Holmes, *John Lathrop Motley: A Memoir, 1879*, Reprint: (Scotts Valley, CA: Createspace Publishing, 2014).

¹⁴³ Cook, *The Alabama Claims*.

at Geneva, Switzerland to decide on the monetary award to be paid. On May 8, 1871, the Treaty of Washington was signed and was quickly ratified shortly after by both nations.¹⁴⁴

Meeting in Geneva in 1872, the tribunal composed of Charles Francis Adams and Attorney General Maxwell Evarts of the United States, Sir Alexander Cockburn of Great Britain, and three neutral members from Italy, Switzerland, and Brazil, awarded the United States \$15,500,000. These payments were made in a series from March 31, 1877 to June 2, 1886. The British government ultimately paid a total of \$16,292,607.26. The additional \$790,000 from the original settlement was ordered to be paid by the tribunal from accumulated interest which included four percent per annum of interest for every year since the Confederate's destroyed their property. Nearly ten years had passed since Appomattox, and most claimants received an average of forty percent in addition to the filed amount.¹⁴⁵

As the State Department began receiving money from Great Britain, the Department devised a plan to expeditiously get the money to those who were entitled to it. The Department delegated local lawyers in major Northern ports most affected by commerce raiding. These lawyers often had already petitioned the government for redress on behalf of their clients. In New Bedford, the State Department selected the prominent firm of Clifford, Clifford, and Crapo as their representatives and Charles Clifford, Ashley Clifford, and William Crapo all received official documents deputizing them as "Commissioners" of the court. The Department directed them "to take testimony of such witnesses as may come before you, to be used in the

¹⁴⁴ United States Department of State, *Argument of the United States Delivered to the Tribunal of Arbitration at Geneva, June 15, 1872* (Paris: Dubuisson and Company, 1872), 410; Alabama Claims Book

¹⁴⁵ "Memorial in Judgement, Creditors in re: Alabama Claims, 1885," *Clifford, Clifford, and Crapo Collection*, New Bedford Whaling Museum, Box 6, Folder 11.

investigation of any claim or claims which may be presented to this Court.”¹⁴⁶ With this directive, Clifford, Clifford, and Crapo collected claims from those in the surrounding community. By far the most vociferous group that answered the call was the former whaleship owners as they had lost the most during the war.

Former owners, like Benjamin Tucker, petitioned under the first category indicated in the Treaty of Washington which dictated claims could be filed for private losses resulting from the destruction of vessels. On form legal documents the law office received from the State Department, former owners recorded their vital records, ownership records, and disposition of their vessel. Hannah P. Paine filed a claim for her fractional ownership in the whaleship *Nassau*, which the *Shenandoah* destroyed.¹⁴⁷ Hannah Paine owned 1/8 of the vessel at its times of destruction. The clerk in Clifford, Clifford, and Crapo’s office recorded her vital records and a list of her fellow shareholders. This was followed by Paine’s claims. These included:

For loss of 4/32 of ship Nassau - / whole value/ \$3,750
For loss of 4/32 of her [the Nassau’s] outfits - /whole value/ \$6,250
For loss of 4/32 of 100 bbls. whale oil at \$1.31 per gal. - \$4,126.50
For loss of 4/32 of 2,400 lbs. of whalebone at \$1.63 per lb. = \$3,993.50
For loss of 4/32 of 1,500 lbs. of ivory at \$0.80 = \$1,200

Then the clerk calculated the total value of all Paine’s holding at \$11,165.¹⁴⁸ Paine’s fellow shareholders made similar claims. William Swift, half owner of the vessel submitted a claim for \$89,320. This included the \$15,000 of value in the vessel and the \$50,000 of the outfits he owned. Recouping the lost value of the ship and its outfits was not enough though. These owners

¹⁴⁶ “In the Court of Commissioners of Alabama Claims – To Charles W. Clifford,” *Clifford, Clifford, and Crapo Collection*, New Bedford Whaling Museum, Box 6, Folder 8.

¹⁴⁷ “Complaint Filed by H. P. Paine for Ship Nassau,” *Clifford, Clifford, and Crapo Collection*, New Bedford Whaling Museums, Box, 3 Folder 31.

¹⁴⁸ *Ibid.*

also wanted reimbursement for the value of catch on board. This money, the source of profit for their voyages, ensured these owners would not just break even. It is worth noting that Ms. Paine and Mr. Swift, like many of their cohorts, already received insurance payments for these items they claimed. The shareholders of forty separate vessels followed suit, submitting similar claims to the ones Paine and Swift made.¹⁴⁹

The case of the *General Pike* is a unique example of a claim where an owner really profited. Although it was captured by the *Shenandoah* in June 1865, Waddell decided not to burn the vessel. Instead he bonded the *General Pike*. For owners like Benjamin Tucker this meant they did not lose their vessel. Although Waddell bonded the ship at \$45,000, payable to the Confederate government, the owners saw no need to pay the bond to a Confederate government that no longer existed, and besides, New Bedford owners would not pay those “rebel pirates a single penny.” As the *General Pike* sailed for New Bedford, news arrived from San Francisco of the destructive Arctic cruise of the *Shenandoah*. Tucker and the other owners of the *General Pike* submitted claims and received insurance payments on the product destroyed by the Confederates. Tucker also included the losses of cargo aboard the *General Pike* when he filed for the *Alabama Claims*. When payment came for lost product, this was the second time someone paid Tucker for that same product. He doubled the value of the original product lost through insurance payments and the *Alabama Claims*.

Not everyone related to the *General Pike* was as lucky as Tucker. After bonding the vessel, Waddell awarded the master of the *General Pike*, Hebron Cromwell, with a gift of two hundred and twenty-two prisoners. Forced to care for these new additions to his crew, most of

¹⁴⁹ “Complaint Filed by William Swift for Ship Nassau,” *Clifford, Clifford, and Crapo Collection*, New Bedford Whaling Museums, Box, 3 Folder 31; *Clifford, Clifford, and Crapo Collection*, New Bedford Whaling Museum.

the *Pike's* stores diminished at Cromwell's expense. The owners, Tucker included, refused to help the captain pay for this expense claiming that it was not their responsibility. No insurance policy covered food or munitions used by the crew, and as a result, Captain Cromwell paid for it with his own money. Although his ship was saved the fate of destruction, he was rewarded with having to feed and keep alive over two hundred men.

In a statement sent to Clifford, Clifford, and Crapo, Cromwell recorded the prodigious amounts of food stuffs consumed. Included was fifty-three barrels of beef, nineteen barrels of pork "copious" amounts of ships bread, ten barrels of flour, one hundred sixty pounds of coffee, and one hundred ninety pounds of sugar, and unknown quantities of "preserved meats and small stores." In addition to the food he lost, he also lost equipment. The perpetrator of the stolen equipment could have been either greedy, captured whalers or the Confederates, but the gear was gone when they arrived in San Francisco. This included forty casks of whale oil probably "thrown overboard," coopers and carpenters tools, cutting tools, cordage and lines, and one unusual item, a pair of opera glasses. Cromwell concluded his note with an interesting mix of affidavit and disclaimer writing "The above statement is correct according to my best recollection."¹⁵⁰ Of course Clifford, Clifford, and Crapo must forgive him if his recollection was imperfect given nearly five years had passed.

Cromwell's situation was unique. Unlike most other claimants, Waddell spared the *General Pike*. Cromwell did lose product and parts of his outfits which he wisely included in his list of hardships but the majority of his claims were food stuffs. Cromwell viewed this as an undue hardship directly caused by the *Shenandoah's* actions and his owner's inaction. Lumped in with all the other claims, the court awarded Cromwell compensation equaling the wartime

¹⁵⁰ "Statement of M. Cromwell, Master of the Ship General Pike," *Clifford, Clifford, and Crapo Collection*, New Bedford Whaling Museum, Box 1, Folder 48.

value of the food and materials expended.¹⁵¹ This unique example demonstrates how Clifford, Clifford, and Crapo expanded the definition of “wartime hardships” to mean a wide range of things that included more than just lost whale product and destroyed ships.

Many captains also put in individual claims for lost possessions. They wanted reparations for their personal property that was either stolen or burned after a Confederate commerce raider captured them. These men felt wronged and violated. Captain Charles Worth, master of the whaleship *Edward* of New Bedford, summed up the feelings of many of his colleagues after being captured the best. In a cramped room in the U.S. Consulate at Cape Town in December 1864, Worth penned a disheartened letter. Writing of his condition after capture by the *Shenandoah*, he waxed “We are robbed of everything we possessed but our clothing and part of that was stolen on board the *Shenandoah*... My officers, crew, and myself, are dependent on the U. S. Consul at this place [Cape Town], not one of us left with a dollar.”¹⁵² According to Worth the *Shenandoah* stole everything from them, save the clothes off of their own backs. This left Worth and his crew entirely dependent upon the government for a time until they could be returned to the U.S. This capture made them paupers, paupers who had to wait months to return home. Other captains shared Worth’s despondence after capture. They were robbed of everything they had. Confederates mugged them, and they did not forget the possessions taken from them, possessions that insurance would not pay for.

Captains Samuel Green and Benjamin Winslow felt as Worth did. When the opportunity for redress presented itself with the *Alabama Claims* these two were among the first to submit information for lost goods. Sam Green was the captain of the *Nassau* when the *Shenandoah*

¹⁵¹ Department of State, *Argument of the United States*, 475-484.

¹⁵² *Whalemen’s Shipping Lists*, 3/7/1865.

captured and destroyed it in 1865. His clothes, nautical instruments and charts, and cash in the form of gold and silver were all either stolen or destroyed by the Confederates. His share of whale bone valued at \$400 was lost as well. He also paid \$25 for insurance on his portion of the catch on board at the time of capture. Green estimated his total value of items lost or destroyed at \$900. With Clifford, Clifford, and Crapo searching for claims, Green submitted the paperwork for these losses.¹⁵³

Similarly, Winslow, the captain of the *Golconda*, lost all of his possessions onboard. His clothing, chest, hammock, and a personal collection of “shells and other marine curiosities” were lost. Winslow was not just the captain of the ship but was also part owners. When he filed a claim with the law office, he indicated his 1/16 ownership share in the whaleship. He also included his portion of the 3,156 gallons of oil, 110 barrels of sperm oil, and eight barrels of black fish oil. He estimated his total losses at \$819.¹⁵⁴ In 1875, both captains received payments from the State Department equaling their claims plus forty percent interest. Green and Winslow received \$1,260 and \$1,146 respectively. It took ten years but both men received their due. In all, twelve former captains received payment equaling \$18,000. Most of this was for private possessions such as clothing, but it covered all submitted losses, even in one case, opera glasses.¹⁵⁵

Many former crew members also submitted claims. They all lost things too. Should they not also be entitled to reimbursement? Shortly after the submission of claims from some of the

¹⁵³ “Articles Belonging to Master Sam Green of Ship Nassau,” *Clifford, Clifford, and Crapo Collection*, New Bedford Whaling Museum, Box 3, Folder 31.

¹⁵⁴ “Letter to Matthew Howland from Benjamin Winslow master of the *Golconda* Destroyed by the Florida,” *Clifford, Clifford, and Crapo Collection*, New Bedford Whaling Museum, Box 1, Folder 49.

¹⁵⁵ *Clifford, Clifford, and Crapo Collection*, New Bedford Whaling Museum.

captains, men of all ranks wrote to Clifford, Clifford, and Crapo in the hopes of securing monetary reimbursement. George W. Briggs, a boatsteerer on Captain Winslow's *Golconda*, in a letter dated January 4, 1875, remarked that he heard about the claims through the papers and wanted his property accounted for. As an attachment he included a bill of property he possessed when the *Florida* captured the vessel. Much like his former captain, he recorded his possessions as several shirts, trousers, shoes, and a hat. He also included a sea chest and mattress. He listed fifteen possession totaling \$90. This number was significantly less than what his master claimed, but to individual crew members like Briggs, those items were his and he wanted his \$90. That amount counterbalanced the injustice the Confederates thrust upon him a decade before. Briggs also fastidiously recorded his current mailing address in Boston so that Clifford knew where to find him should the law office secure his money.¹⁵⁶ Another crew member aboard the *Golconda* at the time of capture, Benjamin Wilcox, sought reparations for his lost property too. His list of possessions included clothing, bedding, two knives, and perhaps the most interesting of his items, a razor worth \$1.25. His total sum was \$45. Like Briggs, Wilcox recorded his address. He lived much closer to the law office, in New Bedford at "No. 4 Bush Street." They both wanted to be sure their money was sent to the right place should they win their claim.¹⁵⁷

Members of other crews also took up this opportunity. Benjamin Cudworth, second mate of the *Nassau*, and John Hallett of the Bark *Lacony* were also listed among Clifford, Clifford, and Crapo's records. Both these men claimed extensive loses, including what appears to have

¹⁵⁶ "Letter from George Briggs (Boatsteerer) to Crapo about Property lost by the Florida," *Clifford, Clifford, and Crapo Collection*, New Bedford Whaling Museum, Box 1, Folder 49; "Personal property of George Briggs destroyed by the Florida with listed values," *Clifford, Clifford, and Crapo Collection*, New Bedford Whaling Museum, Box 1, Folder 49.

¹⁵⁷ "List of Possessions for Benjamin Wilcox and values," *Clifford, Clifford, and Crapo*, New Bedford Whaling Museum, Box 1, Folder 49.

been quite the wardrobe for a whaler. Hallet even claimed to have silver and china with him. Many in New Bedford attacked Raphael Semmes for dressing in fine clothes and being a bit of a dandy, but as a New Bedford contemporary remarked “The humblest sailor could have put [Semmes] in the shade, as far as clothes were concerned, if the schedule of the outfits as sworn to at court were honest.”¹⁵⁸ These lavish claims for clothing and other supplies lost, whether accurate or not, worked. Many individual crew members received full compensation for all their claims.

Although an exact number of New Bedford sailors who petitioned the court for lost possessions are not known, there is an irregularity of letters at best. Only about two dozen still exist, accounting for a wide range of ranks. Everyone from a first mate down to a common seaman were among the claimants. Yet, this is an extremely small fraction of those crew members affected by Confederate commerce raiders. Clifford, Clifford, and Crapo did not seek out individual crew members. They awaited petitions submitted to their firm. These individuals had full rights to the British reparation payments, but they had to know enough to write the Cliffords and Crapo. The crew members who had not seen the news in the newspapers or heard about it from another sailor were unlikely to write. Many former whalers were also spread across the nation, including a growing population of former whalers in San Francisco.¹⁵⁹ These men would have petitioned local lawyers in their new homes rather Clifford, Clifford, and Crapo.

¹⁵⁸ “List of Items Lost by Benjamin Cudworth, 2nd Mate of Nassau,” *Clifford, Clifford and Crapo Collection*, New Bedford Whaling Museum, Box 3, Folder 31; “Letter John Hallet of South Boston to Crapo with Losses Included,” *Clifford, Clifford, and Crapo Collection*, New Bedford Whaling Museum, Box 5, Folder 13; Pease, *History of New Bedford*, 41.

¹⁵⁹ Barbara Berglund, *Making San Francisco American: Cultural Frontier in the Urban West, 1846 – 1906* (Topeka: University of Kansas Press, 2007).

Even adjusting for these factors, relatively few crew members submitted claims. But for those who did, reimbursement came.

Clifford, Clifford, and Crapo's office was also responsible for acquiring information about increased insurance payments made resulting from war premiums. Fifteen owners filed with the office for payment. Some of these individuals held shares in one vessel like Joseph Taber and George Covell while others like Joseph Brownell and Sylvannus Churchill had shares in as many as five vessels. These shares ranged in such diverse values as 1/16, 3/16, and 21/64. The vessels these men owned included both those captured by Confederate commerce raiders and those only indirectly affected by the war. Some individual owners like Benjamin Tucker owned shares in both types. Listed under his name was the *Benjamin Tucker*, captured by the *Alabama*, and the *Massachusetts*, which was untouched during the conflict.¹⁶⁰

The increase in war premiums strained whaleship investors. This strain was not the result of natural circumstances but rather was directly related to the activities of Confederate commerce raiders which the British government had enabled. The court summated the legal argument for insurance grievances the best stating "The enhanced rates of insurance in the United States, occasioned by the Confederate cruisers in question, involving great pecuniary loss to the citizens of the United States... this injury was actual, and a loss 'growing out of the acts' of the Confederate cruisers by necessary relation of cause and effect, and it followed immediately on the appearance of these cruisers."¹⁶¹ Any merchant, regardless of whether or not their vessel was ever captured were entitled to repayment equaling their expense on war premiums. The unjust war rates were a direct result of the Confederate commerce raiders, and the commerce raiders

¹⁶⁰ "Ownership and Shares in Vessels (1862-1865)," *Clifford, Clifford, and Crapo Collection*, New Bedford Whaling Museum, Box 5, Folder 14.

¹⁶¹ Department of State, *Argument of the United States*, 486.

were a direct result of the British government's negligence. The court's ruling held the British government accountable for the increased insurance prices.

All fifteen of the New Bedford owners who submitted claims for increased insurance rates received reimbursement from the State Department. They too received the interest equaling four percent annum. Some of these vessels, like Sylvanus Churchill's, were never directly affected by Confederate commerce raiders, but they still received compensation for the insurance premiums they paid.¹⁶²

In all, Clifford, Clifford, and Crapo's work led to members of forty separate whaling vessels receiving payments totaling \$301,759. It was the work of these men and their clerks, collecting mountains of information, letters, and affidavits, that saw many in New Bedford prosper from the *Alabama Claims*. William Crapo, penned numerous letters to the State Department from 1872 to 1880 advocating for his clients. These letters and the arguments he made served as the basis of the State Department's official report on the rulings and awards issued by the federal government which was printed in 1886.¹⁶³

This influx of capital came at the propitious time. With industrial mills flourishing in New Bedford, thanks to the rise of American steam powered mills, this money helped to fund the construction of new mills. Many wealthy individuals like Matthew Howland, Joseph Grinnell, and William Russell invested settlements from the *Alabama Claims* in the further industrialization of the city. This capital combined with the right economic, technological, and social conditions in New Bedford brought about a new era in the city's history.

¹⁶² "Ownership and Shares in Vessels (1862-1865)," *Clifford, Clifford, and Crapo Collection*, New Bedford Whaling Museum, Box 5, Folder 14.

¹⁶³ Department of State, *Argument of the United States*.

CONCLUSION. “THE WHALING BUSINESS...DOOMED TO DESTRUCTION”

As whaling declined through the waning decades of the nineteenth century, industrialism surged. Matthew Howland recognized this inverse relationship stating in a letter to his son “The whaling business seems running out and doomed to destruction, so that we may have no business and no way of earning a dollar.”¹⁶⁴ Men like Howland received payments from the State Department as settlements in the *Alabama Claims* at the same time as the Wamsutta Mills realized a three hundred percent profit from its original investments. Howland, already having invested insurance payments in 1865 towards those mills, needed no further reason why he should continue to invest in this new industry.¹⁶⁵

In a period from 1871 to 1893, coterminous with payments made by the *Alabama Claims*, New Bedford owners formed twenty-five new textile mill corporations, each generally comprised of multiple mill buildings.¹⁶⁶ Knowledge that their industry was dying was not enough to save New Bedford’s whaleship owners. They needed capital that could be invested in a new industry. The destructiveness of the war and the payments that it produced provided that needed capital.

With more mills being built, the fleet continued shrinking. By 1874, only twenty vessels returned to port. This was due in part to the Arctic disasters in 1871 and 1874. Although the

¹⁶⁴ “Matthew Howland letter to his middle son, Matthew Morris Howland, March 2, 1881,” *Matthew Howland Letter Book Collection*, Harvard Business School.

¹⁶⁵ Kingston, “Whalers to Weavers,” 13.

¹⁶⁶ *Ibid*, 15.

number of vessels surged to sixty by 1878, the number of vessels returning to port would never surpass that number again. Whaling was dying, albeit a slow death.¹⁶⁷

The American Civil War was far from the sole cause of whaling's demise. The whaling industry actually enjoyed the beneficial price increases in products during the war years which stunted the decline in prices seen during the late 1850s. The war also corrected the issues of supply and demand experienced by whaling agents before the war. As they produced less product, they sold off their stores of oil. This corrected the imbalance caused by the massive fleet before the war.¹⁶⁸

The fleet's size was also reduced by the war. The Stone Fleet and Confederate commerce raiders each shrunk the fleet by about twenty percent, and agents and owners reaped economic gain from this. Although the economic gain from ships destroyed by Confederate commerce raiders was not received until after the war, these owners, released of their physical assets now had capital that they could invest anywhere. Between insurance payments and claims filed during the *Alabama* cases there was liquidity for capitalists to set out and invest in new business.¹⁶⁹

Captain Young's story was an isolated example which for a century and a half represented the dire situation whalers were in. In actuality, Young's unique tale of desperation is not at all indicative of the situation of New Bedford whalers during the war years. Rather than suffer a pyrrhic victory, whalers were willing to await a more meaningful triumph. Even Young realized this victory when insurance payments recouped all his losses. To most whaling historians, his drunken, fruitless stand, which is an abnormality in the historical record at best,

¹⁶⁷ Information compiled from *Whalemen's Shipping Lists*, 1868-1878.

¹⁶⁸ *Whalemen's Shipping Lists*, 1850 – 1870.

¹⁶⁹ Numbers compiled from Swift and Allen Collection, New Bedford Whaling Museum; and Clifford, Clifford, and Crapo Collection, New Bedford Whaling Museum. Information also compiled from the *Financial Records of Matthew Howland*, Harvard Business School.

came to represent how all whalers felt during the war years. Although they were certainly discouraged by their capture, insurance payments recouped most of their losses.¹⁷⁰

This story is a reminder of the paradigm shift that war can bring. As destructive as the American Civil War was to the nation and New Bedford, it offered the opportunity for change. Those foresighted enough in New Bedford redirected their investments into industrialization. This stabilized New Bedford's economy, and made it sustainable well into the twentieth century. The American Civil War's destructiveness made this opportunity possible. Perhaps this is the greatest irony of war: how something as destructive as war can produce positive effects.

¹⁷⁰ Ellis, *History of New Bedford*, 424-425; Dolan, *Leviathan*, 329 -331; Chaffin, *Sea of Grey*, 275-277.

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