

# “Conduct unbecoming of an officer”: Fraudulent enlistment practices at U.S. Navy recruitment rendezvous during the American Civil War

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*Pendant les quatre années de la Guerre Civile des États-Unis la Marine fédérale s'est vue accroitre de 7.600 à 51.000 marins, avec plus de 118.000 enrôlements au cours de la guerre. Pourtant la littérature existante souligne l'acquisition de navires et le corps des officiers à la quasi-exclusion du recrutement de marins. Cet article, un effort de combler cette lacune, explore les défis relevés par le recrutement marin, qui est, à certains égards, le produit des difficultés majeures qui ont formé l'histoire mieux connue du recrutement par l'armée. Plus particulièrement, l'absence de structures administratives appropriées dans le Département de la Marine et d'officiers qualifiés pour diriger le recrutement eut comme conséquences une confiance alourdie dans l'emploi de courtiers fréquemment sans scrupules et l'abus des recrues. La Marine a étudié seulement un petit nombre de plaintes, souvent avec des résultats peu concluants en raison des conditions chaotiques sur les lieux du recrutement naval. Néanmoins, l'évidence de ces enquêtes suggère fortement une fraude financière répandue, et le traitement inhumain des enrôlés.*

In late January 1863 seventeen year-old Michael Quinn arrived in Manhattan en route from his home in County Tyrone, Ireland to join his brother David in California. Lack of funds for his onward journey delayed Quinn for several weeks. One morning in early February a stranger approached the youth not far from his West Street boarding house and offered work onboard a river boat by which Quinn could earn his passage to California. The persistent stranger eventually overcame Quinn's initial reluctance before taking him to an office on Cherry Street. Under his companion's direction the illiterate immigrant marked papers he could not read and falsely gave his age as twenty-one years. Quinn received a blue uniform in exchange for his clothes before another man escorted him across the river. Only when he arrived at the Brooklyn Navy Yard receiving ship *North Carolina* did reality dawn. Utterly overwhelmed, far from home, and facing the threat of service in a foreign navy, Quinn began to cry.<sup>1</sup>

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<sup>1</sup> United States, National Archives (NA) Record Group (RG) 59, Notes from the British Legation in the United States to the Department of State, 1791-1906, Lord Richard Lyons,

Quinn's desperate appeals to Lieutenant Commander Richard Meade earned nothing but a short stay in the receiving ship's brig. He then sent word to the British Consul in New York, Edward Archibald, who wrote immediately to the navy yard commander, Rear Admiral Hiram Paulding, requesting an investigation. Lieutenant McLeod Murphy, an officer at the Cherry Street recruitment rendezvous, dismissed Quinn's claims of improper enlistment. On 13 February Rear Admiral Andrew Hull Foote, chief of the Bureau of Equipment and Recruiting, officially informed Archibald his office believed "a gross imposition has been practiced on the British consul." Interestingly Foote also informed Archibald of plans to close the Cherry Street rendezvous, assuring him that consequently "the evil complained of in your letter will cease." Archibald perceived a mixed message and vented to the British minister at Washington, Lord Richard Lyons, that Foote's statement constituted "a virtual admission" of the original protest's validity. He continued: "So far from an imposition having been practiced on me, I believe... that a gross imposition has been practiced by runners and recruiting agents on the poor men whom they entrapped into service on false pretences, as well as on the officers of the U.S. Navy."<sup>2</sup>

On 20 February officers handcuffed Quinn before placing him on a train bound for the Mississippi Squadron headquarters in Cairo, Illinois. Two days later Quinn seized an opportunity to evade his guards and leap through a window with the train still in motion. The violence of his fall inflicted severe injuries. Jeremiah Pittenger, the occupant of a nearby farm house on the outskirts of Salem, Illinois, took him in and arranged for medical attention. Pittenger also wrote to inform Archibald of Quinn's plight, saying: "His leg is cut to the bone and the flesh stripped off about four inches long. His left arm is so strained that he cannot use it, but that is not as dangerous as his inward bruises. His bowels, they are the worst." Quinn remained incapacitated for almost four months before finally securing a discharge and taking passage to San Francisco. Further protests on the part of Lyons to Secretary of State William Seward produced no more than a rather testy defense from Admiral Foote of his bureau's conduct.<sup>3</sup>

Though Quinn suffered a uniquely dramatic ordeal, the presence of predatory fraudsters in the naval recruitment process was far from uncommon. The massive investment of capital involved in expanding the antebellum Navy attracted countless profit seekers, while the corresponding bureaucratic chaos made detection and prosecution of unethical parties difficult. The U.S. naval budget increased nearly tenfold in four years from its starting point of \$12 million. At the outbreak of war the Navy possessed barely forty commissioned vessels. By December 1861 Navy Secretary Gideon

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British Minister to Washington to U.S. Secretary of State William Seward, with enclosures, 18 March 1863.

<sup>2</sup> NA RG 59, Deposition of John Quinn before Edward Archibald, 4 February 1863; Rear Admiral Andrew Foote to Archibald, 13 February 1863; Archibald to Lyons, 12 March 1863.

<sup>3</sup> NA RG 59, Deposition of Michael Quinn before Edward Archibald, 13 June 1863; Jeremiah Pittenger to Archibald, 25 February 1863; Archibald to Lyons, 12 March 1863; NA RG 45, Letters Received by the Secretary of the Navy from the Chiefs of Bureaus, 1842-86, Foote to Welles, 24 March 1863.

Welles had overseen the purchase and conversion of 136 civilian vessels, and ordered the construction of a further forty-nine. That rate of expansion only increased and by May 1865 the U.S. Navy totaled 671 ships, including 559 steamers. Transforming the tiny antebellum fleet into the world's largest, most technologically advanced Navy in the space of four years required enormous administrative energy and accounted for the overwhelming majority of Navy Department resources. The logistics of ship construction and the supply of ordnance dominated official correspondence and have held the same primary position in published naval histories ever since. The process of manning new vessels received far less attention and remains correspondingly absent in Civil War historiography.<sup>4</sup>

Partly due to administrative priorities but more because qualified naval officers took longer to produce, the lack of a commanding officer often delayed newly commissioned vessels from entering service immediately. The defection of several hundred southerners following secession left barely more than a thousand officers on U.S. Navy rolls. Welles further thinned the ranks of experienced officers through forcible retirement of older men deemed unable to meet the demands of wartime service. To fill the void Congress authorized the appointment of volunteer officers. By 1865 that corps numbered more than 4,000. Several reached the rank of Lieutenant Commander and earned permanent commissions. Others performed less satisfactorily. Unfortunately manpower shortages made the dismissal of underperformers difficult. Officers who earned demerits were generally transferred to duties ashore. As a result, important but undervalued responsibilities such as recruiting often fell to the Navy's less capable officers. The Navy Department opened numerous recruitment rendezvous in sea and river port-towns throughout the United States, almost all of them under the command of acting volunteer commanders rather than regular commissioned officers. Very few of those commanders remained on Navy rolls as long as eighteen months after the war.<sup>5</sup>

Rendezvous officers directed a personnel increase of equal magnitude to the better known process of fleet expansion. At the outbreak of war the Navy Department employed only 7,600 seamen. That figure increased to nearly 28,000 by end of 1862 with a further 12,000 laborers employed in yards and docks. By 1865 Navy manpower exceeded 51,000. A total of 118,044 men enlisted for terms of naval service at some stage of the war. This unprecedented growth often proved an unruly process rife with bureaucratic headaches. Enlisting human beings possessed of a free will offered very different challenges to the task of building new steam ships. In July 1861 Welles candidly informed the House Committee on Naval Affairs that due to the difficulty of filling the ranks an 1813 Act of Congress prohibiting the enlistment of foreigners into the U.S.

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<sup>4</sup> Spencer C. Tucker, *Blue and Gray Navies: The Civil War Afloat*. (Annapolis: Naval Institute Press, 2006), 27-58.

<sup>5</sup> *Ibid.*, 1-26; For a brief summary of Welles's work expanding the U.S. Navy, particularly his efforts to democratize the officer corps by lobbying Congress to authorize permanent commissions for volunteer officers see John Niven, "Gideon Welles" in Paolo Coletta (ed.) *American Secretaries of the Navy* (Annapolis: Naval Institute Press, 1980), I, 321-61. For more detail see Niven's monograph *Gideon Welles: Lincoln's Secretary of the Navy* (New York: Oxford University Press, 1973).

Navy had “not been rigidly observed.” Needing men as soon as possible his department shortened its standard enlistment period from three years to one. Welles stated that “in New York the effect of these measures was to call into service a large number of recent emigrants who knew little or nothing of seamanship.” In late May Welles issued temporary orders for the New York and Philadelphia yards to suspend the enlistment of foreigners as landsmen. Subsequent orders directed rendezvous to limit their intake of landsmen to fifteen percent of enlistments. That policy proved highly impractical, forcing a reluctant return to the policy of accepting all physically fit applicants under the age of thirty-five. Despite offering better pay for seamen than inexperienced landsmen by an average of four dollars more per month, the shortage of skilled volunteers continued to the end of the war. It is therefore surprising that the Navy Department did not place greater emphasis on assigning the most capable officers to command its recruitment rendezvous.<sup>6</sup>

Prior to the Civil War, U.S. Navy officers recruited men to their individual vessels. The unprecedented rapidity and scale of naval expansion during the war required a more centralized approach. On 17 July 1862 Congress passed legislation restructuring the Navy Department and creating the first federal bureau specifically mandated with enlisting sailors. The various Navy bureaus operated as virtually independent departments, making policy coordination difficult. Because efficient and successful command of bureaucratic machinery required long hours of often unrewarding paperwork, performance varied greatly. Welles named his boyhood friend Andrew Foote the first chief of equipment and recruiting because failing health prevented him from continuing in command of the Mississippi Squadron. The newly promoted rear admiral never relished government work and despite continued poor health repeatedly requested a new assignment afloat. Foote secured command of the South Atlantic Blockading Squadron in June 1863 only to die two weeks later. As his successor Welles appointed Albert Smith, a gunboat commander serving with the West Gulf Blockading Squadron. Smith boasted an exemplary service record and performed adequately as bureau chief, but he obviously lacked the bureaucratic skill of more experienced peers. Rear Admiral Joseph Smith, for example, commanded the Bureau of Yards and Docks for nearly four decades.<sup>7</sup>

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<sup>6</sup> Tucker, *A Short History of the Civil War at Sea* (Wilmington, DE: Scholarly Resources, 2002), 7-8; United States Congressional Papers, 1<sup>st</sup> Session 37<sup>th</sup> Congress, Executive Document 7, Report of the Secretary of the Navy on Naval Enlistments, 15 July 1861; Congressional Papers, 2<sup>nd</sup> Session, 38<sup>th</sup> Congress, Executive Document 1/18, Report of the Secretary of the Navy, 5 December 1864. Like all navies of the era the U.S. Navy admitted enlisted men in several classes. Those without any nautical experience entered service rated as Landsmen or Coal-heavers, and younger recruits as Boys. Men with one to three years' of experience were rated Ordinary Seamen, and those with more than three years experience were rated Able Seamen. Welles found Able Seamen particularly hard to find in the necessary numbers for his expanding Navy. Michael J. Bennett, *Union Jacks: Yankee Sailors in the Civil War* (Chapel Hill: University of North Carolina Press, 2004), 28-53.

<sup>7</sup> For a partial record of Smith's service see the log abstract for the Gunboat *Wissahikon* during the 1862 Vicksburg campaign in United States, Naval War Records Office, *Official Records*

Within the jurisdiction of a newly formed bureau headed by over-burdened and inexperienced chiefs, the various permanent naval rendezvous operated with very little oversight. Commanding officers reported directly to the bureau through weekly enlistment returns. Higher ranking officers such as navy yard commanders possessed no direct authority to instruct or discipline rendezvous officers. Commanders chose the locations of their rendezvous, hired clerical staff, advertised for and processed applicants, and filed all bureau-mandated paperwork. With such limited bureaucratic accountability unsatisfactory commanders faced little threat of correction. Bureau chiefs either remained unaware of complaints surrounding some of the rendezvous, or preferred to turn a blind eye.<sup>8</sup>

Rendezvous officers rented rooms in which to receive applicants before advertising in local newspapers and through enlistment posters. Upon arrival applicants first gave their details to the staff clerk and then received a medical exam from a Navy surgeon. A U.S. Navy officer then tested the recruit's nautical knowledge in order to assess his experience and grade—landsman, ordinary seaman, or experienced seaman. The Navy Department offered new enlistees an advance of three months' salary to be repaid later from any prize money they might earn. Rendezvous with a Navy paymaster on staff issued advances before transferring recruits to a receiving ship under guard to prevent desertion. Receiving ship paymasters issued recruits any outstanding salary advance and during the war's final year paid a \$100 federal enlistment bounty. The receiving ship commander formally mustered new recruits into service and then returned a receipt to the rendezvous clerk who generated a final certificate of enlistment. Enlisted men trained onboard stationary receiving ships located at navy yards and stations for several weeks before transfer to their first assignments.<sup>9</sup>

In one of his first acts as a bureau chief, Andrew Foote authorized rendezvous officers to contract with private agents for the supply of qualified volunteers at the rate of three dollars per enlistment. Congress had appropriated funds for similar War Department contracts in June 1862. This strategy assisted rendezvous commanders in securing a greater number of applicants, but it also unintentionally stimulated an increase in unscrupulous recruiting practices. In addition to their three-dollar fees private recruiting agents could profit from the travel and lodging reimbursements the Navy Department had offered since late 1861. Proprietors of waterfront boarding houses often directed tenants toward authorized recruiting agents in order to secure the steady income reimbursements provided. Such men proved increasingly willing to employ coercive tactics with sailors reluctant to volunteer for naval service. As a result Consul Archibald's office in New York received a growing stream of appeals from foreign sailors claiming that recruiting

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*of the Union and Confederate Navies in the War of the Rebellion*, vol. 18 (Washington, DC: Government Printing Office, 1904), 794-799.

<sup>8</sup> Charles Oscar Paullin, *Paullin's History of Naval Administration, 1775-1911: A Collection of Articles From the U.S. Naval Institute Proceedings* (Annapolis: Naval Institute Press, 1968), 249-307.

<sup>9</sup> United States Congress, "An Act to Reorganize the Navy Department of the United States," 5 July 1862 *Public Statutes at Large of the United States of America* (Boston: Little, Brown and Co., 1863), 12: 510-512.

agents had fraudulently enlisted them for naval service. One year after the Quinn case Archibald felt the situation had reached a level requiring formal diplomatic protest. He wrote to Lyons blaming odious practices on “sub-recruiting agents” motivated by “the pecuniary profit available from the enlistment of seamen.” The consul believed Navy Department funds had “stimulated the cupidity of a class of unscrupulous men of the worst character, who resort to the vilest means in order to entrap the unwary.” He stated that such agents “infested” New York’s wharves and immigrant depots and described them as “usually well dressed with an appearance of respectability.”<sup>10</sup>

Supplying men to Army and Navy recruiting officers quickly developed into a distinct profession. Men engaged in such work became known as “bounty brokers.” Most were professionals in other fields who began investing in the “enlistment business.” Lawyers, real estate traders, clothiers, boarding house proprietors, and saloon keepers entered the burgeoning field in the greatest volume, but numerous other professions were well represented. While some brokers engaged in the business on a small, part-time scale others found it so lucrative that they focused exclusively on enlistments for the war’s duration. The most successful brokers formed permanent companies operating from public offices in the same manner as any other legitimate professional firm. While subcontracting the procurement of recruits to private firms was neither illegal nor fundamentally unethical, the task of finding available men in large numbers tacitly encouraged regrettable practices. Brokerage firms employed runners to conduct the open air aspects of their business. As the war dragged on the supply of available men dwindled and qualified recruits for both the Army and Navy increased in value. Runners employed increasingly ruthless tactics. The activities of runners such as those Consul Archibald reported became notorious but proved impossible to stamp out. The *New York Times* viewed “nearly all” bounty-brokers and their runners as “the most arrant scoundrels who ever went unpunished.”<sup>11</sup>

Through the war’s first three years bounty brokers played a more pronounced role in Army recruiting than at Navy rendezvous. The U.S. government funded incentives for military enlistments from the beginning of the war but virtually overlooked naval enlistments until 1864. Congress first offered \$100 signing bounties to soldiers in July 1861. Profits in the military enlistment business increased after passage of the first Enrollment Act in March 1863. That legislation created a quota system by district, each supervised by a provost marshal. Under his direction the district enrollment board maintained a master list of local draft-eligible men compiled from the reports of sub-district enrollment officers. District provost marshals reported to U.S. Provost Marshal General James Fry and his state-level assistants. This nationwide bureaucracy processed every military enlistment and conducted lottery drafts in counties and towns that failed to meet their quotas with volunteers. The system indirectly encouraged local authorities to offer volunteers new incentives in addition to the existing \$100 federal bounty. Elected

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<sup>10</sup> U.S. Congress, “A Resolution to Encourage Enlistments in the Regular and Volunteer forces,” 21 June 1862 *Statutes at Large*, 12: 620; *New York Times*, 30 December 1861; NA RG 59, Archibald to Lyons, 22 February 1864.

<sup>11</sup> *New York Times*, 8 February 1865.

officials who allowed conscription in their districts risked political backlash. Consequently city councils and county boards of supervisors in almost every draft sub-district formed volunteer committees to raise funds for local bounties encouraging enlistments. Towns and counties began competing against one another to offer the most generous incentives and attract volunteers from other districts. Naturally those funds also attracted substitute brokers, who generally paid recruits in advance a sum significantly less than the bounties they could later claim from volunteer committees through possession of an enlisted man's enrollment papers.<sup>12</sup>

From the passage of the first Enrollment Act through the end of the war Abraham Lincoln made six separate calls for troops totaling 1,685,000 men. Four of those calls, totaling 1,285,000 men, came in 1864 alone. As the war's human cost increased with no apparent end in sight communities groaned beneath the burden of conscription. Contributions to volunteer committees dried up, forcing local governments to create publicly funded debts with which to meet the cost of filling quotas. Many volunteer committees began subcontracting entire quotas to brokerage firms—an expensive practice which rarely provided useful troops. In one notorious instance in January 1865 the Oneida County, New York Board of Supervisors paid broker Aaron Richardson \$750,000 to fill its quota. Most of the men Richardson supplied deserted before they even reached the muster camp at Albany, costing the county many of its draft credits. Richardson gave the committee only a meager \$12,000 refund for their trouble.<sup>13</sup>

During 1862 and 1863 numerous brokers profited from Navy Department contracts and travel reimbursements, but the significantly greater funds available for military recruits drew the greatest volumes of both volunteers and brokers to Army rendezvous. Gideon Welles complained repeatedly to Congress and other cabinet members that the Enrollment Act failed to uphold American legal tradition by exempting trained seamen from military service. He made numerous appeals for the transfer of all experienced mariners wearing Army uniforms to the Navy, warning that “no nation can wisely strengthen its Army by weakening its naval power.” A typical report from one naval rendezvous commander in January 1864 proudly reported the enrollment of 2,154 men during the half year since opening his station on New York's South Street despite “the increasing scarcity of seamen owing to the draft.” The officer, Acting Commander John Goin, complained that high volunteer committee bounties in New York and neighboring states “act upon hotels and boarding houses causing the proprietors to withhold all [the men] they possibly can from the naval service in order that they might

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<sup>12</sup> U.S. Congress, “An Act to Authorize the Employment of Volunteers,” 22 July 1861 *Statutes at Large*, 12: 268-71; U.S. Congress, “An Act for Enrolling and Calling out the National Force” 3 March 1863, *Statutes at Large*, 12: 731-7; For the most authoritative work on conscription in the U.S. see Eugene C. Murdock, *One Million Men: The Civil War Draft in the North* (Madison: State Historical Society of Wisconsin, 1971).

<sup>13</sup> David S. Heidler and Jeannie T. Heidler, *Encyclopedia of the American Civil War: A Political, Social, and Military History* (New York: W. W. Norton, 2000), 487-488; Eugene C. Murdock, “New York's Civil War Bounty Brokers” *Journal of American History*, vol. 33 no. 2 (September 1966): 259-278.

secure the far larger profits and commissions incident to such enormous bounties.”<sup>14</sup>

Persistent Navy Department protests finally produced revisions to the Enrollment Act in February 1864. The amended legislation allowed draft districts to count naval enlistments toward their quotas and consequently rendered sailors eligible for local volunteer bounties. Further legislation in July provided federal bounties of \$100 per year of service. The second Enrollment Act also repealed the first act's commutation clause, which had allowed drafted men to avoid service for a \$300 fee. While unpopular for a host of other reasons, the provision had the ancillary benefit of capping the price of substitutes. Without the option of commutation, drafted men wishing to escape service were forced to purchase substitutes at inflated market rates which in some places exceeded \$1,000 by 1865. Such money flooding into the Navy enlistment system increased applications to unprecedented levels and enabled Welles to gleefully report in late August that naval rendezvous were, “for the time being, overrun.” Unfortunately, where men and money went unscrupulous bounty brokers invariably followed.<sup>15</sup>

During the last year of the war the presence of bounty brokers at naval rendezvous proliferated to such an extent that applicants frequently found it virtually impossible to reach commanding officers without their assistance. Rendezvous commanders necessarily located their offices in waterfront “sailor towns” where unemployed mariners congregated looking for work. The facilities available in such areas were typically cramped and dilapidated, often amounting to little more than glorified backrooms wholly unsuitable for the purpose of sorting and processing large numbers of men. In New York four of six naval rendezvous could only be accessed by first passing through a saloon. The *New York Times* called Manhattan's rendezvous “inconvenient and incommodious,” noting that Navy officers “occupy only a part of a small building [while] shopkeepers, sharpers, and hangers-on occupy the rest.” One man who spent four infuriating days assisting a young acquaintance to enlist without employing the services of a broker complained to the *New York Times* in August 1864 that on account of the numerous parties loitering at the rendezvous “it is a great deal harder to get a man into the service, than it is to get one out... It is simply impossible for a recruit to go safely

<sup>14</sup> Congressional Papers, 2<sup>nd</sup> Session, 38<sup>th</sup> Congress, Executive Document 1/18, Report of the Secretary of the Navy, 5 December 1864, xxxiv; NA RG 181, Navy Department General Orders and Circulars, 1798-1862, General Order 23 December 1861; Congressional Papers, 1<sup>st</sup> Session, 38<sup>th</sup> Congress, Executive Document 1/15, Report of the Secretary of the Navy, 7 December 1863, xxxiv-xxvii; *New York Times*, 2 April 1864.

<sup>15</sup> U.S. Congress, “An Act to Further Regulate and Provide for the Enrolling and Calling out of National Forces,” 4 July 1864 *Statutes at Large* 13: 279-280; Murdock, *One Million Men*, 255-304; NA RG 24 Section 5, Item 334, Letters sent by Officers to the Bureau of Equipment and Recruiting, 1862-1885, John Goin to Albert Smith, 13 January 1864; U.S. Congress, “An Act to Amend the Act Entitled, ‘An Act to Enroll...’” *Statutes at Large*, 13:6-11; U.S. Congress, “An Act to Further Regulate and Provide for the Enrolling and Calling out of National Forces” *Statutes at Large*. 13: 379-380; U.S. Congress, “An Act to Provide for the Efficiency of the Navy” *Statutes at Large* 13: 342; Robert M. Browning, *Cape Charles to Cape Fear: The North Atlantic Blockading Squadron during the Civil War* (Tuscaloosa: University of Alabama Press, 1993), 207.

through the process of entering the service unless he has outside aid and influence to back him up.” An editorial appearing in the same issue shared those concerns, asking: “Does it not inevitably tend to discourage enlistments and disgust men with the service, when the recruit is subjected to much delay and expense?”<sup>16</sup>

Identifying the problems with the enlistment process proved far easier than rectifying them. Many rendezvous commanders struggled to conduct the business of their overstretched and understaffed stations without assistance. The most successful brokers frequently succeeded in entrenching themselves as pseudo-official personnel, often with the rendezvous commander’s blessing but sometimes without. In June 1864 Acting Commander Goin reported the receipt of an official letter sent under the name of Commander Samuel Swartwout at New York’s Water Street rendezvous but actually prepared by substitute brokers, Kershaw and Co. Goin characterized Mr. Kershaw as a scurrilous menace “[who] operates one of those vile dens where men are decoyed in and all sorts of misrepresentations made of them.” Kershaw’s presumption in issuing official Navy Department documents under an officer’s name outraged Goin, as did the average rate of \$600 he charged for substitutes. But when challenged in person at his office the broker only responded truthfully: “Men are very scarce and hard to get.” Goin claimed to allow no such practices at his rendezvous, and may genuinely have remained unaware of them. But when Captain David Harmony succeeded him at South Street in September 1864 he immediately detected the influential presence of Hugh O’Neill, who paid a retainer to the city deputy sheriff guarding the rendezvous’ door in exchange for fast-tracking his recruits and often turning others away.<sup>17</sup>

Harmony reported to the bureau having dismissed O’Neill’s men and prohibiting all brokers from loitering at his rendezvous. He claimed that during the first half-day of his new policy he enlisted more than twenty-five men. But he also unintentionally acknowledged the difficulty of operating the rendezvous without assistance. Harmony’s enlistments came from a crowd of more than 100 men, nearly half of whom he turned away on account physical unfitness. He complained to bureau chief Rear Admiral Albert Smith that with only one staff surgeon and one clerk it took him “at best about twenty-five minutes to examine [each] man and make out his papers.” Harmony also found it necessary to hire another city police officer to keep peace around the rendezvous, admit applicants in order of arrival, and deny access to several irate brokers. He did not state exactly how he intended to prevent this doorman from moonlighting for a broker.<sup>18</sup>

Most rendezvous officers found brokers at least as useful as they could be irksome. Few sailors had any way of knowing how the process of enlistment actually worked. They rarely knew where to enlist, what bounties they could earn, or where to

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<sup>16</sup> Bennett, *Union Jacks*, 2-3; La Fayette Curry Baker, *History of the United States Secret Service* (Philadelphia: L. C. Baker, 1867), 399; *New York Times*, 25, 31 August 1864.

<sup>17</sup> NA RG 24, Section 5, John Goin to Albert Smith, 24 June 1864.

<sup>18</sup> NA RG 24, Section 5, D.B. H. Harmony to Albert Smith, 12 September 1865.. Obviously Harmony exaggerated either the number of men he processed in one day or the time each application required, but consistently similar complaints of insufficient resources from other rendezvous commanders substantiate the central point of his report.

claim them. The difficult work of finding sailors, processing them upon arrival, and generally managing unruly crowds within cramped offices proved very challenging for staffs rarely numbering above four men. Brokers not only brought men to the rendezvous, they also handled all their paperwork and typically increased the processing rate. Networks of personnel in city streets, at docks, and in boarding houses gave brokerage firms a virtual monopoly on the supply of available sailors in the nation's sea and river ports. To strengthen that monopoly many brokers actively encouraged the mistaken belief that men could only enlist with their assistance. Misinformation spread by word of mouth and was perpetuated by newspaper advertisements placed alongside official enlistment

**U.S. ARMY & NAVY  
RECRUITING  
AGENCY,  
No. 113 MARKET STREET,  
CAMDEN, N. J.**

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**THE LARGEST CASH BOUNTIES**  
Paid to Volunteers or Substitutes going in the Army or Navy.

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TOWNSHIPS FILLED WITH VOLUNTEERS, AND  
**SUBSTITUTES**  
FURNISHED AT SHORT NOTICE.

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**AGENTS AND RUNNERS**  
Will be Liberally Paid at this Office.

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**KENNEDY, PRICE & CO.**  
113 MARKET STREET, CAMDEN, N. J.

*Illustration 1: Poster by recruitment firm Kennedy, Price, and Co. Source: New York Historical Society.*

and Turner the following month. The same week Captain James Mooney of the Sixteenth U.S. Infantry was also arrested and charged with forging enlistment papers for both Army and Navy rendezvous. Agents found more than 200 sets of fraudulent certificates in his office. Such papers commanded high prices on the open market where volunteer committees or drafted individuals purchased them for use as credits against quotas or conscription. Dishonest brokers also earned tidy profits by bribing staff at muster camps and receiving ships to let new enlistees escape after claiming their bounties. These men

noticed. Rendezvous staff did not enjoy the resources successful brokerage firms possessed and could not go directly to the source of supply. Armies of runners found sailors, convinced them to enlist, negotiated the lowest cash bonus for which they would agree to ship, and later claimed bounties on them by presenting their enlistment certificates to grateful volunteer committees.<sup>19</sup>

Wherever possible, brokers sought to work in partnership with or directly employ rendezvous staff. William Turner, an assistant clerk at the Brooklyn naval rendezvous, worked as a partner to local brokers James and John Devlin. Over a period of nearly three years the men realized more than \$50,000 in profits from "spurious enlistments at their office." These were men of the lowest caliber. James Devlin was eventually executed in February 1865 at Governor's Island under Major General John Dix's jurisdiction for his second charge of bounty jumping. Federal authorities arrested John Devlin

<sup>19</sup> Murdock, "New York's Civil War Bounty Brokers."

would then reenlist elsewhere and repeat the process. One New York broker named Arthur Carron paid three sergeants at the Governor's Island fees of \$50 or \$75 per recruit they allowed to escape. That arrangement represented a good rate of return with the price of substitutes inflated to a minimum \$300. Substitutes acquired through contracts with brokers became notorious for deserting, and for making poor soldiers and sailors when they did not.<sup>20</sup>

While escaping a receiving ship was far harder than fleeing from military service the occurrence constituted a sufficiently prominent malady to warrant corrective federal legislation. In one such case Captain Gustavus Scott of the Brooklyn Navy Yard receiving ship *Vermont* approached Samuel Swartwout for information about a recruit caught attempting a midnight escape in October 1864. The man gave a name Scott did not find in the paymaster's books. He carried no paperwork, but had several hundred dollars in his pockets. The recruit claimed to have been fraudulently enlisted against his will while intoxicated—a claim which Scott disbelieved and the other details of his case did not corroborate. It is far more likely that the man enlisted with the intention of deserting and only resorted to this story when caught in the act.<sup>21</sup>

The increasing acuteness of problems such as assisted desertion and fraudulent enlistments late in the war raised serious questions about the honesty and capacity of some rendezvous officers. Unfortunately, pursuing those questions often proved difficult as so many cases rested on little more than the word of Navy officers against that of potentially unreliable sailors without external evidence to support either party. Edward Archibald grappled with this conundrum in the last months of 1863 as the volume of complaints reaching his consulate mushroomed. In late November Neil Smith, an Irish seaman, wrote from the *North Carolina* claiming that runners had filled him with drink before enlisting him unconscious in the Navy. Archibald's investigations revealed a corroborating witness but the vessel's acting ensign dismissed Smith's story as the result of a "subsequent change of mind." Forwarding the case to Lyons several months later Archibald expressed his view that it was "much more likely that the recruiting officers were under a misapprehension of the man's capability of exercising a rational judgment as to what he was doing." The consul believed that such predatory tactics on the part of runners "extensively prevailed" in New York. He also stated his opinion that Navy officers often failed to "exercise the caution and circumspection which ought to be observed."<sup>22</sup>

While individual claims from a few sailors might be fairly dismissed as unsubstantiated tales from disreputable men, Archibald concluded that "the separate and independent claims made by numerous individual sufferers serve to confirm the notorious fact of vile practices." Virtually uniform responses from rendezvous officers claiming to

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<sup>20</sup> *New York Times*, 12 January, and 4, 8, 9, 11 February 1865; *Harper's Weekly*, 18 February 1865; Murdock, *One Million Men*, 218-254.

<sup>21</sup> U.S. Congress, "An Act Prescribing the Punishment for Enticing or Aiding Seamen to Desert the Naval Service of the United States," 1 July 1864 *States at Large*, 13: 343; NA RG 24, Section 5, G.N. Scott to Samuel Swartwout, 12 October 1864; Bennett, *Union Jacks*, 103.

<sup>22</sup> NA RG 59, Archibald to Lyons with enclosures, 12 February 1864.

have unwaveringly “complied with regulations for the guidance of recruiting agents and the voluntary and intelligent enlistment of recruits” did little to alleviate Archibald’s suspicions. When he personally interviewed Lieutenant Commander Meade onboard the *North Carolina* in mid-February 1864 he found the receiving ship commander sympathetic. Meade acknowledged the prevalence of improper enlistment practices but stated that he could do no more about the matter than direct complaints to the attention of his immediate superior, Rear Admiral Paulding. That much he had already done, making specific complaints regarding the negligence of rendezvous commanders John Murphy and Goin. Meade felt strongly enough on the subject to inform Archibald that in his opinion “it would be better in every respect to discontinue all the rendezvous.”<sup>23</sup>

While explicit dissatisfaction of foreign consuls and receiving ship commanders with the performance of rendezvous officers constitutes strong evidence of negligence or outright corruption, few claims of unlawful enlistment were ever proved one way or the other. Only once during the war did a non-citizen claiming fraudulent enlistment receive a full scale inquiry. Between 29 August and 3 September 1864 Commodores William Mervine and John Pope conducted a court of inquiry at the Boston Navy Yard into the case of William Cairncross. The Nova Scotia-born British subject claimed to have been entered into U.S. Navy service at New Bedford, Massachusetts, against his will while intoxicated. Cairncross, the son of a British Army Lieutenant Colonel, arrived in New York on his first visit to the United States in early February 1864. He worked for two months at an apparently temporary position. According to his statement, Cairncross drank heavily on the day following his departure from the job. While intoxicated he met a New Bedford clothier and shipping investor named Mr. Taber who convinced him to ship onboard a whaling vessel. After providing Cairncross with several more drinks Taber transferred him to a steamer bound for New Bedford.<sup>24</sup>

The following day at Taber’s shipping office Cairncross met Cyrus Lockman, a former whaler then working as a runner for local bounty broker David Gardner. Lockman convinced Cairncross that whaling offered novices little hope of profit. He then paid for several drinks before taking Cairncross to New Bedford’s naval rendezvous. There Cairncross signed papers he had not read or had explained to him. He claimed to remember nothing after that point until waking the following day [a Sunday] confined in a police cell. According to Cairncross, Lockman visited the distressed Briton several times throughout the day. With the logic of a probable alcoholic, Cairncross told the court: “I asked [Lockman] to get me out, and also to bring me some liquor to cure my head, as I was suffering from the effects of the drink I had taken the day before.” Lockman informed Cairncross that he had run amok while drunk the previous evening and faced charges. He plied the prisoner with drink in his cell on several occasions until arranging for his release the following day and delivering him to the receiving ship *Ohio* at the Charlestown Navy Yard. Lockman claimed Cairncross’ entire \$42 pay advance

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<sup>23</sup> NA RG 59, Archibald to Lyons, 12 February 1864.

<sup>24</sup> NA RG 125, Records of General Courts-martial and Courts of Inquiry of the Navy Department, 1799–1867, Court of Inquiry no. 4329, William Cairncross, Boston, 29 August–3 September 1864.

with a receipt for the man's uniform made out to Mr. Taber. Cairncross protested to the court that no sober man would ever pay such a price for one uniform. He also asked why the son of a British Army officer would not have joined the military rather than "willingly come to herd with such characters as are found onboard a receiving ship in time of war?"

Despite the testimony of William Cairncross and several corroborating reports from fellow enlisted seamen the court placed greater stock in contrary testimony from numerous other witnesses. Captain Charles Greene of the *Ohio* insisted that his officers invariably followed strict orders to turn all intoxicated recruits away until sober. Acting Paymaster Henry Burgess stated that Cairncross had marked the receipt giving his advance over to Mr. Taber and asserted that no recruit "signs unless he is perfectly satisfied." Charles Loring, Acting Master of the *Ohio* at the time of Cairncross' enlistment, claimed that officers always took pains to ensure that the recruit rather than the principal presenting him was satisfied with all monies involved. Acting Master Thomas Feeney, a volunteer officer who had served at the New Bedford rendezvous since entering the Navy in June 1862, denied Cairncross' claim to lack any prior maritime experience. According to Feeney the recruit appeared completely sober and answered numerous nautical questions at the level of an ordinary seaman. David Edwards, the rendezvous surgeon who claimed forty-six years of Navy service, stated confidently: "I should know immediately if [a recruit] was so affected as to incapacitate him for making proper or rational answers for any questions." Perhaps unsurprisingly the court upheld the regularity of Cairncross's enlistment, ruling that he had been "perfectly sober" at the time.

Cairncross's story certainly contained inconsistencies and the man's own testimony identified him as a habitual drunkard. It appears from the documentary record that the court ruled correctly. But it is unfortunate that no other cases received similar inquiry. Perhaps his father's military service afforded his appeals an unusual measure of weight at the British legation. Whatever the reason, the Navy Department did not grant full inquiries to every sailor claiming unlawful enlistment. Had it done so, at least some of the hundreds of similar claims must surely have proved valid. Gideon Welles had virtually admitted as much in a letter to Paulding several months prior to the Cairncross inquiry, in which he stated that Lyons's persistent applications for the release of British seamen had "been a cause of some embarrassment to the department." Welles explicitly acknowledged that the consistency of details such as the role of saloons and the enrollment of men "when in a stupid or drunken state ... unconscious of their situation" excluded the probability of fabrication. While the secretary reaffirmed his faith that recruiting officers did not knowingly enlist men incapable of conscious assent he nevertheless admitted his concern that "feeling the great pressure for seamen, [recruiting officers] may not always exercise as much caution as the cases demand." Welles knew that "unprincipled persons" who preyed upon unsuspecting seamen infested the naval rendezvous in cities such as Boston and New York. He urged naval officers to do nothing that would "encourage those who resort to deception ... for the purpose of procuring seamen for the navy." Welles instructed Paulding and his other Navy yard commanders to press recruiting officers for full returns on paperwork for every enlistment. It is worth asking why honest and competent officers would require such basic administrative

instructions so late in the war.<sup>25</sup>

In the case of Welles's letter to Paulding the instructions were necessitated by consistently substandard record keeping practices in the various New York rendezvous. With regard to the problem of improperly enlisted minors Albert Smith instructed rendezvous officers in July 1864 to "particularize every person who may offer to ship and where the least doubt exists as to the age refuse the application." Smith ascribed persistent errors to "the very deceptive appearance of the young men, want of care on the part of the examining officers, or a desire to show large recruitments at the rendezvous." Paulding clearly did not believe that fraudulent enlistments occurred without the knowledge of rendezvous officers. In August 1864 he issued an apparently futile appeal for local rendezvous commanders to ban persons involved in unethical practices from their premises, threatening not to muster any future recruits arriving at his yard with irregular paperwork if they did not—a threat he could not in reality have carried through.<sup>26</sup>

Numerous and persistent problems with rendezvous paperwork indicate the various ways which brokers, and likely rendezvous staff as well, profited from the system. In September 1864 Dalaren Bloodgood, staff surgeon onboard Brooklyn's secondary receiving ship USS *Vermont*, reported having twice rejected one James McGill because of incomplete descriptive paperwork that did not match his appearance. Bloodgood labeled the case: "an instance of carelessness and neglect of duty on the part of the medical officer at the rendezvous." He explained to Paulding that runners frequently took experienced mariners—a commodity in short supply by late 1864—to the naval rendezvous and secured their enlistment as able seamen. They then presented inexperienced landsman of a similar appearance for muster at the receiving ship. In this way runners passed the same fit, capable, and qualified seaman at multiple recruiting rendezvous, claimed the higher salary advances granted to able seaman, then delivered a useless and often unfit landsman into actual service.<sup>27</sup>

While some enlistees such as James McGill acted as willing parties to fraud, others remained unaware of irregularities in their paperwork until they discovered the fact at their own cost. Abner Hooks, a landsman who enlisted at the Water Street rendezvous on 1 September 1864, attempted to claim his \$100 federal bounty from the yard paymaster several days later only to learn that the receiving ship's register listed him as a substitute and therefore ineligible for the volunteer bounty. The broker who had helped him enlist had entered Hooks as a substitute in order to sell his enlistment certificate to a drafted man hoping to escape service. By enlisting a man without fully completing his certificate brokers and their allies at the rendezvous could add details later in order to match the requirements of the highest bidder on the open market. Name, town of origin,

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<sup>25</sup> NA RG 24 part 5, Letters Received by the New York Rendezvous, 1863-1865, Welles to Paulding, 29 March 1864.

<sup>26</sup> NA RG 24 part 5, Rear Admiral Albert N. Smith, Circular to the Officers of U.S. Navy rendezvous, 16 July 1864; Rear Admiral Hiram Paulding, Circular to the Officers of the U.S. Navy rendezvous in New York City, 12 August 1864.

<sup>27</sup> NA RG 24 section 5, Dalaren Bloodgood to Paulding, 8 and 12 September 1864.

and whether the man was a volunteer or a substitute might all be filled out at a later point. Recruits generally signed for agreed fees paid in advance by brokers and rarely even saw their enlistment papers.<sup>28</sup>



*Illustration 2: “Bounty brokers looking out for substitutes”—the only known photograph of bounty brokers plying their trade. Source: Jeffery Kraus, private collection.*

Bounty brokers earned massive profits by enrolling men from various districts in towns offering the highest local bounties, or by simply selling falsified certificates to desperate volunteer committees. James Fry lodged particularly forceful complaints with Gideon Welles in regard to runners conveying men to New York’s naval rendezvous in order to claim bounties offered there. Such practices represented “great injury to the government [with] no doubt the only party benefitted being the substitute brokers.” Fry’s subordinate district provost-marshals complained that they rarely received the required credits from New York’s naval rendezvous for men of their district traveling there to enlist. One reported confidently: “I am informed that [this] is permitted by the naval recruiting officers in New York.” Even repeated instructions from the Bureau of Equipment and Recruiting failed to correct the problem. Explicit requests for complete and regular weekly reports—including the location of origin for every recruit—made out at the time of initial enlistment went virtually ignored. As late as January 1865, with his bureau preparing for a massive demobilization effort following the war’s impending

<sup>28</sup> NA RG 24 part 5, G.W. Hassler to Swartwout, 22 October 1864; Paulding to Swartwout, 12 November 1864.

conclusion, Albert Smith continued to chastise rendezvous commanders in New York for returning paperwork that he considered “very incomplete” in spite of the fact that they had by that time “very little to do.”<sup>29</sup>

It is difficult to conclusively state that inadequate performance and poor record keeping at naval rendezvous invariably correspond to outright corruption on the part of commanding officers, but considerable ground exists for suspicion. Officers certainly lacked no incentive for unethical collusion with brokers. Individuals requiring substitutes, as well as local volunteer committees, fronted enormous sums of cash to secure credits from a dwindling supply of men. Local authorities tacitly, though largely unconsciously, encouraged practices of which the federal government disapproved. Avoidance of the unrest anti-draft protests might generate motivated volunteer committees more than any other factor. New York City, for example, passed a resolution in the immediate wake of the infamous 1863 draft riots which created a bond fund, initially of \$3 million, and a volunteer committee chaired by Orison Blunt—a local gun factory owner whose property had suffered heavy damage during the protests. The committee members, including the future poster-child of political corruption William Tweed, answered to a heavily Democratic electorate with anti-war leanings. Backed by its enormous public fund the committee worked to find credits that would fill quotas without conscription eventually accumulating a staggering \$14,597,300 debt for the city through bounty payments. Following President Lincoln’s July 1864 call for 500,000 troops the committee filled New York’s entire quota through the calculation of back-credit owed for naval enlistments since 1861. Such work did not impress or fool authorities in Washington. After a fresh call for troops in December 1864 Fry’s office initially set New York’s quota at 47,000 before arbitrarily increasing the figure to 61,000 a month later. Fry remained unmoved in the face of protests, stating in an open letter to the *New York Times*: “Mr. Blunt is doubtless aware that the increase of the quota ... results in a considerable degree from his action in claiming undue proportion of the amount of service due on account of naval credits.” It is hardly surprising that such lax official attitudes spread to and infested rendezvous via greedy and unscrupulous brokers.<sup>30</sup>

<sup>29</sup> NA RG 24 section 5, Provost-Marshal General James Fry to Gideon Welles with enclosures from Colonel L. Small [Provost-Marshal at Hartford, CT], Lieutenant Colonel Frederick Townsend [9<sup>th</sup> NY Infantry], and Colonel Frederick D. Sewall [19<sup>th</sup> Maine Infantry], 26 November 1864; Fry to Welles, 26 November 1864; New York County Volunteer Committee to Swartwout, 12 December 1864; Paulding to Swartwout, 7 December 1864; Smith to Swartwout, 13 December 1864 and 11 January 1865; Townsend to Paulding, 23 and 24 January 1865; Paulding to Swartwout, 11 March 1865; Smith to Swartwout, 20 April 1865.

<sup>30</sup> For the best recent summary of New York City politics in the Civil War era see Barnett Schecter, *The Devil’s Own Work: The Civil War Draft Riots and the Fight to Reconstruct America* (New York: Walker and Co., 2005). Opdyke quoted on page 255 [provenance unknown]; *New York Times*, 21 October 1863; Irva Bernstein explicitly traces the rise of Tweed’s Tammany Hall Democratic machine to the patronage powers he enjoyed through gaining control of City’s public debt. See Bernstein, *The New York City Draft Riots: Their Significance for American Society and Politics in the Age of the Civil War* (New York: Oxford University Press, 1990), figures on New York’s bond fund quoted on pages 201-2;

Toward the end of the war persistent complaints against rendezvous commanders in various cities inspired several full-scale Navy Department inquiries. The accusations of fraudulent paperwork and stolen bounties that inspired those inquiries serve to strengthen suspicions that negligence, corruption, or both were quite typical of U.S. naval recruitment rendezvous during the Civil War. In late December 1864 Smith directed Commodore Oscar Bullus to conduct a series of courts of inquiry “to examine the conduct of officers connected with recruiting and naval rendezvous in the west.” Bullus had commanded the first New York rendezvous since July 1861 with an exemplary record that set him apart from his fellow commanders and uniquely qualified him for the task.<sup>31</sup>

Bullus and three other officers began their work in Erie, Pennsylvania on 28 December 1864 with the case of Acting Volunteer Lieutenant George Bone, who had operated a temporary rendezvous under the direction of Le Roy Fitch, commander of the Mississippi Squadron’s tenth district. Fitch had already caused some friction in early August when he had directed Acting Volunteer Lieutenant Henry Glassford to recruit men in Cincinnati directly for two of his gunboats, bypassing the permanent rendezvous commanded by Acting Volunteer Lieutenant Henry Wetmore. Fitch defended his irregular actions on the grounds of necessity stating: “It is my duty to the service to be prepared... It is my duty to get men.” Fitch claimed responsibility “for any errors” perpetrated in the process of recruiting men for his vessels. He dispatched Bone to Erie at roughly the same time, with more dire consequences than a few bureaucratic ruffled feathers.<sup>32</sup>

Bone kept virtually no clerical record of his activities in Erie. The private surgeon who conducted his medical exams charged recruits a dollar each for the privilege—a fee which appears doubly extortionate in light of the number of Bone’s recruits whom Mississippi Squadron officers subsequently refused to muster due to physical unfitness. According to Lieutenant Commander Francis Rowe, Bone routinely charged recruits fifty dollars of their local bounty for costs incurred. Many of the men Bone enlisted claimed that they received no bounty at all. Local businessman Thomas Vincent accused Bone of pocketing the bounty for his enlistment of one Randall Wait. Bone denied that Wait had enlisted at all, though the willingness of Erie’s mayor, Prescott Metcalf, to speak on Wait’s behalf cast considerable doubt on the claim. Perry DeBose, a member of Springfield, Pennsylvania’s volunteer committee, testified that Bone sold many certificates of muster to their township as draft credits. A former Bone runner, Porter Kinsley, told the court that on several occasions Fitch exchanged blank enlistment certificates for recruits delivered to his vessel. One recruit stated that Bone offered to assist him in deserting for a bribe of \$300. The rogue recruiting agent clearly profited in diverse ways from his temporary appointment. A local banker testified that Bone

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Orison Blunt report to James Fry, 2 August 1864, *New York Times*, 10 August 1864; *New York Times*, 26 January 1864; Fry to Acting Assistant Provost-Marshal General of New York City Brigadier General E. W. Hinks, 2 February 1865; *New York Times*, 4 February 1865.

<sup>31</sup> NA RG 45, Letters from Chiefs of Bureaus, Admiral Smith to Gideon Welles, 14 February 1865.

<sup>32</sup> *Official Records of the Union and Confederate Navies in the War of the Rebellion*, vol. 26 (Washington, DC: Government Printing Office, 1914), 499-500, report of Lieutenant Commander Le Roy Fitch to Rear Admiral David Porter, 4 August 1864.

deposited nearly \$14,000 in his own name between August and October of 1864. The court viewed Fitch's oversight of Bone's activities as "very lacking." Bullus recommended that the temporary recruiting officer have no future with the U.S. Navy, though Bone held no formally revocable commission.<sup>33</sup>

While Bone's temporary appointment outside bureau authority was unusual, his freedom from institutional oversight was typical. After leaving Erie Bullus and his fellow officers traveled west to investigate the performance of Acting Master John Harty, commander of Chicago's naval rendezvous. Reports abounded that Harty had defrauded recruits out of their bounties. Numerous parties had also complained of his apparently intimate relationship with the local brokerage firm William H. Murphy and Co. A Bureau of Equipment and Recruiting order dated 13 May 1863 authorized rendezvous commanders "to send agents any place where men could be obtained." On that basis Harty allowed Murphy and Co. to conduct much of the rendezvous' official business at their company headquarters. Murphy even advertised his firm in the Chicago papers as "a branch office under [Harty's] command." The officer denied authorizing such a claim but evidence indicated that the broker's office had indeed functioned in that manner. Murphy had enlisted more than 700 men with Harty and for a short period his firm even retained rendezvous clerk John Wheeler as an agent. According to one witness Wheeler "boasted of having made large sums" in his work at the rendezvous. Naturally all implicated parties denied such charges. Every other rendezvous staff member insisted that Harty took pains to ensure that no recruit acted in ignorance and was fully satisfied. William Barnstead, another local bounty broker, claimed that Harty invariably refused his entreaties to "deviate from the rules that he had adopted" for safeguarding recruits. Peter Coss, Murphy's former partner, intriguingly proclaimed: "Harty is only the third recruiting officer out of one hundred to whom I have offered money who refused to receive it. I made offer to him and he ordered me out of the office."<sup>34</sup>

Resounding endorsements from men so directly interested in rendezvous business had limited value. Suspicion of malpractice at the rendezvous had reached a level sufficient in Chicago to inspire direct investigation by the mayor's office. Despite the fact that Harty's answers eventually satisfied investigators and a public motion for his removal garnered insufficient support as a result, suspicion of unjust practices lingered. Local grain merchant and bounty broker Richard Ely claimed that two recruits he enlisted at the Chicago naval rendezvous never received bounties totaling \$1,300. James McCausland, a Chicago bounty broker who worked at various Army rendezvous, repeated secondhand reports of Harty confining recruits in jail for several days before delivering them to receiving ships. He also claimed to know of four men Harty had offered to assist in desertion for a price. Harty defended his actions in confining recruits as "standard practice" to prevent desertion prior to muster. Various other men came forward claiming that Harty owed them long overdue enlistment bonuses, but the

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<sup>33</sup> NA RG 125, Court of Inquiry No. 4369, Acting Master G. W. Bone, Erie, Pennsylvania, 28 December 1864.

<sup>34</sup> NA RG 125, Court of Inquiry No. 4367, Acting Master John D. Harty, Chicago, 9–14 January 1865.

commander's explanations ultimately proved sufficient to convince Bullus after five days of testimony that no provable charge existed.

Charges against Harty might reasonably be explained as the mistaken accusations of enlisted men who did not understand the process, or perhaps the work of rival brokers less favored at the office than Murphy. Harty's defense of his record satisfied both



**THE RECRUITING BUSINESS.**

**VOLUNTEER-BROKER** (to Barber) "Look a-here—I want you to trim up this old chap with a flaxen wig and a light mustache, so as to make him look like twenty; and as I shall probably clear three hundred dollars on him, I sha'n't mind giving you fifty for the job."

Illustration 3: "The Recruiting Business" from Harper's Weekly. With permission.

Chicago city hall and Oscar Bullus. But the similarities between accusations against Harty and descriptions of frauds conducted at other rendezvous also make it difficult entirely to dismiss the allegations. Rendezvous commanders enjoyed such autonomy that few superiors had much information beyond the commanders' own weekly reports. On 17 January 1865 Bullus convened his third and final court of inquiry into the case of Acting Master Samuel H. Field of the Cincinnati rendezvous. Like Harty, Field insisted that his rendezvous never enlisted a man without ensuring that he was "perfectly satisfied" with the money his principal offered in exchange for his enlistment certificate. Regardless, numerous parties willingly testified that few, if any, safeguards operated to protect recruits in Cincinnati.<sup>35</sup>

The court focused mainly on reports that rendezvous officers in Cincinnati sold enlistment certificates for personal profit, and upon the activities of local bounty brokers J. C. Clinton and William Knox. Field claimed that bureau instructions never forbade the attribution of draft credits to locations beyond his own state, though he denied ever selling credits for gain. He and his clerical staff stated that the rendezvous paymaster handled all financial transactions, and also rejected any suggestion of unlawful "collusion" with bounty brokers. Field's chief clerical assistant did admit to having, on a few occasions, duplicated enrollment certificates with blank locations of origin. Provost-marshal Captain A. E. Jones of Ohio's first district believed that practice was actually common at the rendezvous. He accused Field of ignoring state-level orders prohibiting Ohio rendezvous from assigning draft credits to any other state. Jones testified that brokers in Indiana routinely peddled authenticated blank certificates generated at the Cincinnati naval rendezvous, and that reports of the practice had reached Fry in Washington. Local broker Philip Martin claimed that he regularly enlisted men at Cincinnati for the credit of Kentucky counties, and had purchased blank certificates through Clinton at a total value of \$5,500.

Numerous rival brokers such as Martin willingly testified as to Clinton's privileged position at the rendezvous. Cincinnati lawyer and part-time broker Stephen Sturdevant claimed that Field's predecessor, Acting Volunteer Lieutenant Wetmore, instituted a policy of charging a fifty dollar processing fee per recruit. According to Sturdevant, after he protested the practice to authorities in Washington Wetmore testily returned his money in the presence of witnesses but thereafter required that all recruits see Clinton and Knox for initial processing before admission to the rendezvous. Sturdevant complained that Clinton also required a fifty dollar fee and told the court that "[he] remained in the office of Lt. Wetmore almost every day during business hours." Real estate agent J. C. Hanover told a similar story, protesting: "I have been required to pay recruits more than I could sell their credits for, and more than the recruits asked." According to Hanover, Clinton refused to receive men who had agreed to enter as substitutes with him for \$500 at a price of less than \$650. With no apparent sense of irony, numerous brokers complained of Clinton's extortionate markups. Clinton's policy might conceivably have represented an effort to ensure that recruits secured the money

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<sup>35</sup> NA RG 125, Court of Inquiry No. 4368, Acting Master Samuel H. Field, Cincinnati, 17-23 January 1865.

they deserved, but it is very difficult to know where funds passing through his hands ended up. Cincinnati real estate agent W. W. Pardue informed the court that after reporting Clinton to Washington he found himself permanently barred from his office. Such defensive secrecy did not create the impression of innocence. Other parties accused Clinton and Knox of openly usurping their recruits by inserting their own names onto rendezvous paperwork. One man claimed that recruits he brought to Wetmore's office without visiting Clinton were subjected to medical exams "in such a scrutinizing character that but few of my men got through." Men for whom he paid Clinton the fifty dollar fee suffered no such hindrance.

Clinton explained his role as that of temporary acting paymaster following the departure and eventual resignation of staff paymaster William Sells in August 1864. Instructions from Admiral David Dixon Porter directed Wetmore "to appoint some responsible person" to handle all bounties and certificates in the absence of Sells. William Knox admitted that the firm collected fees for the service they provided in assisting the rendezvous but denied having enjoyed or abused any exclusive privilege. The men produced a newspaper clipping of an announcement Wetmore published stating that his rendezvous "has always been free to all [persons] desirous of entering the Mississippi Squadron." Bullus again ruled that the evidence presented could sustain no charge. Paper records were inconclusive, and presumably the testimonies of angry rival brokers carried no weight. Rendezvous commanders routinely engaged outside assistance from brokers in handling the business of their overstretched offices. Bureau higher-ups permitted such practices and granted commanders independence in setting the terms of those relationships so long as recruits continued to arrive at receiving ships.

Unwillingness to uphold serious charges against rendezvous officers by no means indicated complete vindication of their performance. Navy Department chiefs candidly acknowledged deep dissatisfaction. Admiral Smith's report to Gideon Welles summarizing the findings of Bullus's western tour stated bluntly that while no officers would face charges, "ignorance of their duty and neglect are attached more or less to them all, and suspicion of one or two of them." Later in the year Welles's annual report to Congress acknowledged that "fraudulent withholding of bounties, and deceptions practiced on enlisted men, especially in the west, have given rise to much complaint and dissatisfaction." He further stated that on Bullus's recommendation his department intended to compensate numerous victims out of unclaimed bounty monies owed to men who had deserted.<sup>36</sup>

Historians cannot simply dismiss the suspicion of fraudulent practices on the part of rendezvous officers whom the Navy Department declined to formally charge. Only cases of the most flagrant, sustained abuse ever actually created sufficient reaction to move the Navy bureaucracy to punitive action. Despite persistent complaints against Navy recruitment officers across the country only one court of inquiry ever resulted directly in the immediate removal of a permanent rendezvous commander—Julius Bohrer

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<sup>36</sup> NA RG 45, Smith to Gideon Welles, 14 February 1865; Congressional Papers, 1<sup>st</sup> Session 39<sup>th</sup> Congress, Executive Document 1/25, Report of the Secretary of the Navy, 4 December 1865, 200; NA RG 45, Welles to Smith, 29 August 1865.

at Baltimore. In that instance sustained complaints of malpractice reached such a level that a court of inquiry required twenty-eight days to examine the case. The court convened on 1 November 1865 to investigate claims, in the words of presiding officer Lieutenant Commander Nicholson Jeffers, “that [Bohrer] is guilty of withholding from enlisted men money actually due them, of using his official position of speculation, extortion, and dishonest gain, and other conduct unbecoming of an officer.” Bohrер assumed command of the Baltimore rendezvous in February 1864, shortly before passage of the second Enrollment Act. The men and money brought to Bohrер’s rendezvous under the new legislation increased both the commander’s work load and his opportunities for ill-gotten gain. Commander Edward Lanier of the receiving ship USS *Alleghany* informed the court that Master Bohrер often issued certificates of enlistment with draft credit not yet assigned to any locale. More significantly he candidly stated that Bohrер had denied bounty to “more than forty [men], mostly colored.”<sup>37</sup>

The court interviewed more than twenty black men of the greater Baltimore area whom Bohrер had enlisted. Few possessed any prior maritime experience and largely signed their shipping articles in complete ignorance of either their contents or the wider enlistment process. Jacob Frank, a clothier and landlord who operated a saloon adjacent to the rendezvous, presented most of the men. He routinely convinced men drinking in his establishment to enter naval service in exchange for the lowest bounty they would accept. Every enlisted man received his \$100 federal bounty from the paymaster of the *Alleghany*, but few received the additional amounts Frank verbally promised prior to enlistment. William Allen volunteered after Frank promised him a \$700 bounty but received only fifty dollars in addition to his federal bounty. Frank also claimed most of Allen’s wage advance by presenting a receipt to the receiving ship’s paymaster for the recruit’s uniform. The testimonies of virtually every swindled sailor enlisted in Baltimore conformed to the basic details of Allen’s story.

Frank shared his gains directly with Bohrер, and many of the recruits questioned directly accused the rendezvous commander of negligence. James Washington received only fifty dollars from Frank and only learned later of the \$300 local bounty he might have claimed. He stated to the court: “Mr. Bohrер told me nothing about this [money]. I signed the papers at the rendezvous ... Mr. Bohrер was sitting at the same table where this paper was signed.” Edward Scott told a similar story. He received a \$100 note at the rendezvous from Frank’s partner William Fowler, a veteran Baltimore shipping master, in addition to promises of further money later. “This I expected would be \$500 more, none of which I have ever received.” None of the black sailors interviewed recalled any questions either at the rendezvous or onboard the *Alleghany* about their satisfaction with the bounty they had received. Although unable to read their shipping articles, the men recalled with clarity the verbal agreements they had made before volunteering. John Brown remembered signing a document at the rendezvous, “which I supposed to be the shipping articles,” but expressed frustration at its power to bind. He insisted: “I never told Frank or any other person that I would transfer my right to state, city, or ward bounty.” Numerous black men enlisted at the Baltimore naval rendezvous articulated their deep

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<sup>37</sup> NA RG 125, Court of Inquiry 4392, Julius Bohrер, Baltimore, 1–28 November 1865.

frustration at the power of the brokers and rendezvous officers that resulted from their monopoly over information about enlistment. Only those with outside assistance fared slightly better. Nathaniel Peck's wife learned of Baltimore's \$300 bounty six weeks after her husband entered the service. Her persistent appeals at Fowler's office yielded \$200—still only part of the money Peck deserved.

Fowler openly admitted to the court that he shared the local bounties he claimed with Bohrer. The court invested considerable time and effort in examining Bohrer's suspicious relationship with Frank and Fowler. Commodore Thomas Dornin, commandant of the Baltimore naval station, informed the court that he had directed Bohrer to establish the rendezvous in early 1864 in space rented from "whoever would furnish suitable rooms cheapest." That person proved to be William Fowler, who leased rooms in a property he owned on Thames Street at well below the market rate. Evidently Fowler more than made up for any loss suffered through the sale of enlistment certificates procured through Bohrer. Samuel McGubbin, comptroller general of Baltimore's volunteer committee, candidly acknowledged that in paying over the bounties offered to naval recruits after August 1864 his committee "regarded the money as belonging to the person holding the certificate... and did not think it necessary that the certificate should pass through the hands of the recruit." According to McGubbin, Fowler's name appeared most frequently on the certificates, many of which he did not present in person and had clearly therefore traded on the open market. He and Frank hauled in large gains through volunteer committee contracts on their district draft quotas. In one instance Fowler paid Baltimore lawyer Stockett Matthews \$4,000 for recruits he then resold to Colton and Co., a brokerage firm working to fill the draft quota of a district in Maryland's interior. That deal alone allowed Fowler to "divide [\$1,800] profit with Mr. Bohrer." He estimated the total amount his firm had shared with Bohrer on the sale enlistment certificates at roughly \$7,000.

When questioned, Frank and Fowler openly defended their practices. With regard to the black sailors claiming full payment of their bounties Fowler stated explicitly: "I always thought it was a legitimate business as far as the men were concerned, and I consider the men not defrauded as they had an opportunity to refuse my offer if not satisfied." Fowler and other brokers operated openly at the rendezvous as part of the formal enlistment process. Another broker, Richard Gardner, testified to purchasing over one hundred certificates at the rendezvous for between \$200 and \$400 each. On several occasions Gardner gave boxes of cigars as gifts to Bohrer and told the court that he had "no specific reason [in so doing] except that he let me sit in his office, by the fire, and smoke." Unsurprisingly in light of the pervasive presence of active bounty brokers in Bohrer's office, the court viewed his accounting for funds received as utterly inadequate. The rendezvous commander's guilt in "indirectly withholding" bounty money from recruits could not have been clearer. Overwhelming evidence convinced the court that Frank and Fowler had callously earned thousands of dollars "according to a settled understanding [with] Master Bohrer," and that the brokers had unquestionably "deprived enlisted men of the whole or a great part of their city and ward bounties." Furthermore, the court concluded that Bohrer "either through negligence or design did not always give the recruits all the information it was his duty to give them to prevent them from being

defrauded out of their just dues.” Lieutenant Commander Jeffers took the only possible position in recommending his dismissal.

Historians may to some extent corroborate suspicion of widespread fraud at the various rendezvous by examining the work of Colonel La Fayette Baker in New York City during the first three months of 1865. Baker headed a war department investigation into bounty broker operations at both military and naval rendezvous. He recalled in a memoir published after the war that his first three days in New York “so astounded, disheartened, and discouraged me, that I resolved to abandon the investigation.” Baker’s team easily uncovered evidence implicating parties that included “nearly the entire circle of military and civil officers were found to be, either directly or indirectly—from the staff officer to the orderly, and from the judge to the lowest criminal in the haunts of dissipation and vice.” After a month of investigating the practices of bounty jumpers in military recruiting Baker estimated that of roughly 1,200 men sent to Governor’s Island during January 1865 as few as 400 may have ever reached the front lines, costing the government dearly in both men and money.<sup>38</sup>

Baker found fraudulent practices just as pervasive at naval rendezvous, particularly with regard to the production of counterfeit or duplicate enlistment papers. His agents successfully purchased enlistment papers for draft credit “prepared in many case with the knowledge and assistance of [rendezvous] officers, clerks, and employees.” Baker reported to James Fry the system of duplicating and selling rendezvous papers functioned so well that “it has become as common... for supervisors and agents of interior towns... having quotas to fill to come to New York to purchase their credits, as for country merchants to come to New York to purchase their goods.” Colonel Baker claimed that an examination of returns made on enlistments at the seven naval rendezvous of greater New York showed that of 3,874 sets of papers generated during February 1865 only 2,081 men appeared on receiving ship rolls. The staggering figure of 1,793 phantom enlistments in a single month, if correct, indicate fraud on a scale that must have required the involvement of rendezvous clerical staff and officers.<sup>39</sup>

Baker’s three-month investigation in New York led to roughly two-dozen convictions by courts-martial, but such justice came too late for the unfortunate souls swindled out of their bounty money. One informant told Baker that broker Abraham Lyons’s promise of \$750 in bounties had induced him to enter the Navy in August 1864. The man never saw his promised reward. Lyons claimed and pocketed Baker’s local

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<sup>38</sup> Heidler and Heidler, *Encyclopedia of the American Civil War*, 162-163; Baker, *History of the Secret Service*, 395-451. Baker’s memoir provides an adequate sense of the scope of his investigations in New York but is unfortunately somewhat limited as a primary source by the omission of the full name of every character in his narrative, as well as by Baker’s tendency to exaggerate his achievements. For the original case files complete with names and biographical details see the Turner-Baker Papers at the National Archives or on microfilm at Indiana State University special collections. The best scholarly work which discusses the Turner-Baker Papers is Mark E. Neely, *The Fate of Liberty: Abraham Lincoln and Civil Liberties* (New York: Oxford University Press, 1991).

<sup>39</sup> Baker, *History of the Secret Service*, 400-411.

bounty from New York, before subsequently selling his enlistment papers to Oneida County volunteer committee for \$800 as a substitute. Such acts were impossible without forged or incomplete rendezvous documents. Admiral Paulding looked into the case and eventually recommended that Welles discharge the man. But Paulding could not compensate the stolen bounties. The mistreated recruit claimed that he never saw a dollar from Lyons and complained to Baker: “[My family] lives in great destitution... it’s hard to keep the wolf from my door.”<sup>40</sup>

Without a doubt the voices of this man, Michael Quinn, and countless unknown others received insufficient attention from the Navy Department and have remained largely absent from the historical record. In February 1865 Welles petitioned Congress for funds to appoint a permanent Navy judge-advocate general, stating that “legal questions and suits growing out of the transactions of this department are constantly arising. Some of them involve large pecuniary amounts and frequently embrace a great variety of detail.” Lincoln appointed future Navy secretary William Chandler to the new post the following month, but the “legal questions” to which Welles referred primarily related to government money swindled by contractors supplying physical materials. During the later months of 1864 a special commission under the direction of Colonel Henry Olcott had uncovered widespread collusion between crooked contractors and employees within the Bureau of Yards and Docks. One fairly typical individual defrauded the government of nearly \$120,000 in a single year by passing off horse fat as sperm whale oil. Olcott recovered nearly \$150,000 of Navy Department funds. Pursuing such cases constituted the simplest way for the new judge-advocate to recoup the most government money from the fewest investigations. The prohibitively complex task of chasing individual bounties wrongfully appropriated by a myriad of unknown brokers was not a priority. Early in the war the Navy Department concentrated its greatest energy and best personnel on the task of materially increasing and improving fleet tonnage and armaments. The recruitment of enlisted men received far less attention. The process of post-war legal cleanup reflected those same priorities.<sup>41</sup>

The historiography of the Civil War at sea overwhelmingly reflects the Navy Department’s own obsession with vessels and their officers over the importance of enlisted men. None of the standard narratives of the naval war from early works such as James R. Soley’s *The Navy in the Civil War* up to the most recent such as Spencer Tucker’s *Blue and Gray Navies* gives any attention to the process of recruiting tens of thousands of naval volunteers. Works discussing strategy and command such as Clarence Macartney’s *Mr. Lincoln’s Admirals*, Stephen Taaffe’s *Commanding Lincoln’s Navy*, and Craig Symonds’s *Lincoln and His Admirals* focus overwhelmingly on battles and the flag officers who directed them. None gives any attention to the Bureau of Equipment and Recruiting. Both of Andrew Foote’s biographies are dominated by his work establishing the Mississippi Squadron and similarly overlook the bureau. Albert Smith is all but invisible in the historical record, warranting only a solitary mention in Gideon Welles’s

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<sup>40</sup> *New York Times*, 27 February 1865.

<sup>41</sup> NA RG 45, Miscellaneous letters sent by the Secretary of the Navy, 1798-1886, Welles to Congress, 10 February 1865; Paullin, *History of Naval Administration*, 277-307.

diary upon Smith's appointment as bureau chief. In contrast, the bureaucratic process of designing and commissioning the first ironclads has generated at least three monographs in the last decade alone.<sup>42</sup>

Several excellent social histories have examined the lives of Civil War sailors, including Dennis Ringle's *Life in Mr. Lincoln's Navy*, William Marvel's *The Alabama and the Kearsarge*, and, more recently, Michael Bennett's *Union Jacks*. These works focus with great sensitivity on the lives and experiences of enlisted men but devote only a few pages to their initial enlistment. While deftly describing the men who volunteered for the service and their varying reasons for doing so in his first chapter, Michael Bennett only briefly discusses the rumored abuses which occurred at the recruitment rendezvous. A specific, focused history of the Bureau of Equipment and its most important functionaries—rendezvous commanders—has never been written, despite the enormous impact that story had on the lives of so many U.S. Navy sailors. Consequently the voices of unfortunate men such as Michael Quinn have remained absent from the historical narrative of the American Civil War.<sup>43</sup>

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<sup>42</sup> James Russell Soley, *The Navy in the Civil War: The Blockade and the Cruisers* (New York: Scribner, 1883); Tucker, *Blue and Gray Navies*; For strategic and command histories of the Union Navy see Clarence Macartney, *Mr. Lincoln's Admirals* (New York: Funk and Wagnalls, 1956), Stephen R. Taaffe, *Commanding Lincoln's Navy: Union Naval Leadership During the Civil War* (Annapolis: Naval Institute Press, 2009) and Craig L. Symonds, *Lincoln and His Admirals: Abraham Lincoln, the U.S. Navy, and the Civil War* (New York: Oxford University Press, 2008); For biographies of Andrew Foote see James Mason Hoppin, *The Life of Andrew Hull Foote: Rear-Admiral United States Navy* (New York: Harper Brothers, 1874) and Spencer Tucker, *Andrew Hull Foote: Civil War Admiral on the Western Waters* (Annapolis: Naval Institute Press, 2000); For recent works on the ironclad program see David Mindell, *War, Technology, and Experience onboard the USS Monitor* (Baltimore: Johns Hopkins Press, 2000), James L. Nelson, *Reign of Iron: The Story of the First battling Ironclads, Merrimack and Monitor* (New York: William Morrow, 2004) and Howard J. Fuller, *Clad in Iron: The American Civil War Challenge to British Naval Power* (Westport, CT: Praeger, 2008).

<sup>43</sup> For social histories of the Civil War at afloat see Dennis Ringle, *Life in Mr. Lincoln's Navy* (Annapolis: Naval Institute Press, 1998), William Marvel, *The Alabama and the Kearsarge: The Sailor's Civil War* (Chapel Hill: University of North Carolina Press, 1996) and Bennett, *Union Jacks*.