

No. 009

# The Deal Boatmen - Heroes or Villains?

Dr. Jacqueline Bower

This paper has been downloaded from [www.kentarchaeology.ac](http://www.kentarchaeology.ac). The author has placed the paper on the site for download for personal or academic use. Any other use must be cleared with the author of the paper who retains the copyright.

Please email [admin@kentarchaeology.ac](mailto:admin@kentarchaeology.ac) for details regarding copyright clearance.

The Kent Archaeological Society (Registered Charity 223382) welcomes the submission of papers. The necessary form can be downloaded from the website at [www.kentarchaeology.ac](http://www.kentarchaeology.ac)

The Deal boatmen were portrayed during the nineteenth century as anything from the noblest of heroes to the blackest of villains. Their work, attending shipwrecks in order to save lives and salvage cargoes, or assisting ships in danger of wreck to safety, required a high degree of skill and courage. It could easily be invested with a touch of heroism or romance to appeal to the sentimental Victorian middle classes; 'the high drama of disaster at sea with its connotations of man's frailty in the face of the elements held a peculiar, almost morbid, fascination for the Victorians.'<sup>1</sup> The many journals and magazines which existed then were ideal vehicles for articles on this theme. Dickens's *Household Words*, *Chambers' Journal* and the *Pall Mall Magazine* all featured the Deal boatmen at various times.<sup>2</sup> Even Kelly's Post Office Directories departed from their normally sedate prose to describe 'the ... daring intrepidity of the Deal boatmen... for which they are justly celebrated.'<sup>3</sup>

In 1873, John Gilmore, Rector of Ramsgate, published a collection of accounts of rescues on the Goodwin Sands. It was chiefly concerned with the Ramsgate boatmen, but one chapter was devoted to Deal. 'Few places in the world, if any, have proved the scene of more daring sailor-life than Deal beach,' Gilmore claimed. 'Certainly the boatmen of Deal beach are not now, and probably never have been, surpassed for skill and daring... no hurricane daunts them.' Gilmore's work was used in penny readings, and his style tended to be dramatic; 'it would not be well to refrain from bearing testimony to how readily, how gallantly, the men of Deal, of Broadstairs, of Walmer and Kingsdown as well as of Ramsgate man their respective lifeboats... and race out to the scene of action, full of hardihood, of skill, of courage.'<sup>4</sup>

*Our Sea Coast Heroes*, published in 1889, also devotes a chapter to Deal beach.

'The race of boatmen now existing at Deal has never been surpassed for those generous qualities which have rendered their forefathers famous.... There is no danger to themselves which they do not habitually incur in their endeavours to save life or property. They are indeed a race of heroes who go forth on their mission of mercy with their lives in their hands.'<sup>5</sup>

Other writers used equally florid prose; 'nothing can exceed the cool unflinching bravery of the hovellers as a rule. An instance of a hoveller hesitating for a moment when there is a chance of saving life has, we believe, *never been known*. The howling storm and the raging sea seem to have no terrors whatever for these fellows... the greater the storm, the more ready and willing they are always to face it.'<sup>6</sup>

The Revd. Thomas Stanley Treanor was Chaplain to the Downs branch of the Missions to Seamen and Honorary Secretary of the Downs branch of the Royal National Lifeboat Institution. He therefore probably had as great a knowledge of the Deal boatmen as was possible for someone outside their class. He described the boatmen as 'wild and daring fellows,' wrote of their 'skill, bravery and humanity,' and asked, 'when the boatmen of Deal hang back in the storm blast, who else dare go?'<sup>7</sup> Among the exploits he described was the saving of the vessel *Royal Arch* in March 1878. The Deal lifeboat was launched to the aid of this ship when she was dragging her anchors in a gale and heavy sea and in danger of being driven ashore. As the lifeboat came abreast of the *Royal Arch*, five of the lifeboat crew sprang

'over the yawning chasm, on the chance of gripping the shrouds, and some of them... had to swim on the decks of the labouring vessel....

The captain now hesitated to slip his ship [i.e. cast off anchors and cables to enable the ship to be manoeuvred] lest she might pay off on the wrong tack and come ashore; but as the vessel was steadily drifting and... mountainous seas wallowed over both the lifeboat and the vessel, the Deal lifeboatmen said "If you don't slip her we will. There's death right astern for all of us if you delay."... The spirit and energy of the Deal men infused new life into the wearied crew, and all hands worked together with a will.... And just within the very jaws of the breakers, the ship's head payed (*sic*) away, to the southward, and she escaped - saved at the last minute, and safe to the open sea.'<sup>8</sup>

The boatmen's own statements of their services, submitted to the Cinque Ports Salvage Commissioners, are written in more matter of fact language. Nevertheless, they demonstrate that the lifeboat work described by Treanor differed little from the every day experiences of the boatmen.

'Being afloat on the lookout it Blowing a strong wind from about the west... saw the said vessel in great distress with his foremast and Bowsprit gone and his colours flying in his main Rigging Union downwards.... With difficulty we got our Lugger's Mainmast and Mainsail on Board the vessel Rigged it and got it up with our mainsail for a foresail in the meantime our Lugger took an Hawser from the vessel to tow her.'<sup>9</sup>

'Cruising in our lugger *Sea Flower* in the Downs, blowing a terrific gale about NNW and a very Heavy Sea we saw a schooner riding nearby... we... made towards her... at great personal risk of our lives jumped on board the sea running over the schooner... the anchors would not hold... the schooner driving down on a Barque... [we] slipped the starboard chain then hoisted the jib put the helm hard a port and slipped the port chain wore ship and made sail for Dover.'<sup>10</sup>

'Blowing a gale of wind about NE... we were on the lookout on the Beach when... we saw a schooner go right athwart hawse of a Galliot lying in the Roads... We then got our boats ready for launching at great personal risk of our lives, there being so much sea on the beach we made an attempt to launch the boat *Watch* but could not succeed unfortunately filling it full of water we being all washed out of her doing her great damage... we then made the second attempt and... succeeded in launching the boat *Tyne* through heavy sea and proceeded... with two of our crew continually bailing to keep the boat free from water.'<sup>11</sup>

These first hand accounts justify Gilmore's description of the Deal boatmen as 'true storm warriors, ever ready to dare all and do all that they may rescue the drowning from a watery grave.'<sup>12</sup> Others, however, especially those in official positions, regarded the boatmen quite differently. It was said that 'a long tradition of fraud, robbery and violence attaches to them as a community.'<sup>13</sup> The Collector of

Customs at Deal described ‘the thieving propensities of the desperate characters in this neighbourhood,’ and said that ‘this place has long been notorious for the lawless character of persons who flock by hundreds to disasters merely for the sake of plunder.’<sup>14</sup> These views arose due to the boatmen’s involvement in smuggling, theft of salvaged goods and fraudulent or exaggerated claims for services to ships.

In the eighteenth century, Deal was probably the most notorious smuggling town in England.<sup>15</sup> Government action ended large scale smuggling after 1815, but small scale smuggling, chiefly of spirits and tobacco, continued at Deal throughout the nineteenth century, to the extent that the Collector of Customs there believed that ‘scarcely a boatman lands without a pound or more of tobacco concealed about his person.’<sup>16</sup> William Stanton, a boatman who later qualified as a Cinque Ports Pilot, made ‘several good voyages’ in 1827, bringing in tea, silk and ribbons. He apparently had no qualms about the illegality of his activities, but worried about the number of people who knew of his voyages. ‘I could not do it without employing a great number of people, and you cannot stop people’s tongues, and after a few voyages you are at the mercy of so many, that the risk increased tenfold with every voyage.’ Finally, Stanton’s boat, with contraband on board, was seized by the Customs, acting, he believed, on definite information. Fortunately for Stanton, none of the Customs men involved could swear that he had been in the boat, so although the cargo was confiscated, he escaped prosecution and the boat was returned to him. The contraband, on this occasion satin ribbon, was auctioned by the Customs for £1700.<sup>17</sup> Stanton’s ‘several good voyages’ therefore might have made him between £5000 and £10,000.

Twenty seven cases of smuggling involving Deal men were reported at Deal between 1848 and 1881.<sup>18</sup> The number of cases is too small for any firm conclusions to be drawn, but it may be significant that five occurred in 1858 and 1859, when the boatmen are believed to have been suffering particular hardship. The Collector of Customs speculated in 1851 that ‘the distressed and fallen state of the culprits’ was the cause of continued smuggling at Deal.<sup>19</sup> Treanor also suggested that poverty drove the boatmen to smuggling.<sup>20</sup> The number of cases declined from the mid 1860s, but the Collector suggested in 1865 that this was no reason for the authorities to relax their vigilance; ‘I do not for a moment doubt that if the force in this locality were weakened so the chances for successful smuggling became greater than they now possibly can be, systematic smuggling once so rife here now only dormant would revive.’<sup>21</sup>

Most incidents involved attempts to smuggle tobacco. Contraband spirits were reported on only three occasions, in 1851, 1865 and 1876. The most significant case was in 1865, when the galley punt *Providence* was found to have 21 tubs containing 66 gallons of spirits concealed under fishing nets.<sup>22</sup> The largest seizure of tobacco was of 1200 lbs on board the lugger *Earl Grey* in 1852.<sup>23</sup> Other big seizures were made in 1858 when the open boat *Lark* was found to have 370 lbs of tobacco concealed in her ballast bags and the open boat *Gem* had 248 lbs of tobacco similarly concealed.<sup>24</sup>

Tobacco, when run in large quantities, was believed to come from Nieuport in Belgium. The Collector of Customs believed that the Deal lugger *Fawn*, which was run down with the loss of her crew in 1864, had been on a voyage to ‘Nieuport, there to ship a quantity of tobacco to be landed somewhere in the Isle of Thanet.’<sup>25</sup> However, the majority of cases involved small amounts of tobacco, brought ashore from ships in the Downs, often concealed in a boatman’s clothing. In 1851, Thomas Cottle was found to have 6 lb of ‘segars’ in ‘a pair of stays very ingeniously made.’

His crewmate John Osborne had 6 lb more in his hat and boots.<sup>21</sup> In June 1853, a boatman named Wicks on coming ashore was observed by a Customs boatman to be 'unusually bulky about the legs.' When searched, he was found to have 4½ lb of cigars concealed on his person.<sup>27</sup>

Once landed, the small quantities of tobacco were collected together. In 1859, John Thompson, a local baker, was arrested in Beach Street carrying a basket containing 26 lb of tobacco. The Coastguard who made the seizure was alerted by 'the suspicious look and furtive glances of the prisoner when passing him... As the tobacco is in very small pieces,' continued the Collector, 'I infer that it has not been run at one time but has been purchased from the boatmen who may have managed to conceal a piece about their persons when landing from vessels in the Downs.'<sup>28</sup> It might then be sent away, as in 1864, when the Coastguard seized a box of 33 lb of cigars at Deal Railway Station, which was believed to have been 'smuggled from time to time in small quantities by the watermen.'<sup>29</sup> The box was being sent to an address in Chatham. Alternatively, smuggled tobacco might be disposed of in the town by the boatmen. In 1859, Thomas Foster had about 1¼ cwt 'in large and small blocks,' which he was offering for sale at three shillings a pound.<sup>30</sup>

Convictions for smuggling were not easy to secure. For a prosecution to succeed, it was necessary for the Customs or Coastguard men who made the seizure to identify the boatmen seen with boat on that occasion. This they were frequently unable to do. William Stanton escaped prosecution because, realising his boat was about to be searched, he walked away from her before the Customs men were near enough to identify him positively.<sup>31</sup> Even when a case came to court, conviction was not certain. In the Earl Grey case in 1852, 'from the loose and contradictory manner in which Brinkly and Vallack [the two officers] gave their evidence... the magistrates... could come to no other conclusion than acquit the prisoners.'<sup>32</sup> In September 1858, 40 one pint bottles of geneva were found concealed on board the open boat *Ann*. The four men who had been on board ran away, but three, William Beecham, John Gardner and James Ellenden, were later arrested and charged. Before the trial, John Gardner was able to show that he had been at Folkestone Regatta on the day in question, so only Beecham and Ellenden were proceeded against. However, 'when White [the Coastguard] was again put on his oath he could not swear positively that he recognised Ellenden in the boat, and... the evidence of Hocking the principal witness was of the most contradictory and unsatisfactory nature.' The case was dismissed.<sup>33</sup>

In May and June 1860, the Customs were relying on the evidence of an informant, Richard Winder, a marine store dealer of Charlton, Dover. Winder was apparently motivated by the fact that he owed money to Thomas Robbins, a Walmer watchmaker, 'who acts as a sort of legal adviser to the boatmen, and,' the Collector had no doubt, 'is indirectly concerned in all their smuggling transactions.'<sup>34</sup> Winder had given Thomas Foster a bill for £6 to pay for some smuggled tobacco. Robbins had cashed the bill for Foster and was now suing Winder for that amount in the County Court. Foster was charged with smuggling on Winder's information, but 'through the conflicting evidence of Richard Winder... the prosecution terminated in favour of the defendant.' Winder was, said the Collector, 'very much alarmed when he went into the court as the boatmen are all highly incensed against him.' This, the Collector believed, 'tended very materially to intimidate and confuse him in making his statement before the magistrates.... Even after the dismissal of the case, the mob threatened to tar and feather him, and made such a demonstration that the police were

obliged to detain him at the station adjoining the Town Hall.<sup>35</sup>

When a conviction was secured, the normal penalty was £100 fine or six months imprisonment, with confiscation of the boat involved. In the Collector's opinion, 'the boatmen seem to care less for the loss of their liberty than their boats.'<sup>36</sup> The seizure of a boat would almost invariably be followed by a petition from the owner requesting its return, stating that it had been taken without the owner's knowledge and that he or she would never have consented to its use for smuggling. When in 1853 the owners of the galley-punt *Friends* appealed for her return, Lt. Batt of the Coastguard reported 'any boat on Deal beach with her head toward the sea can be taken from the beach by any of the Hobbler's so that a boat cannot be taken clandestinely away this is a plan the smugglers have adopted of late, that is you can take the boat and if you succeed in your illegal purposes you pay so much for the boat and if seized she was taken clandestinely from the beach without the owner's consent.'<sup>37</sup>

If the owner or owners could demonstrate some particular hardship, so much the better. In January 1851, Richard William Robinson, alehousekeeper, owner of the *Gipsy Girl*, 'disabled by lameness from the more active concerns of life... endeavoured to improve his means of living by investing his savings in the purchase of a boat.'<sup>38</sup> The return of the *Earl Grey*, seized in 1852, was petitioned for by Elizabeth Petty, widow, aged 82, Sarah Pettitt, widow, aged 60, and Mary Petty, widow. 'The boat... has been a support to us in our aged days in bringing in a few pounds a year assisting vessels in distress in the Downs and saving lives from shipwreck on the Goodwin Sands.... Honorable gentlemen you must be aware the boat being taken we nothing to support us in our Old Days.'<sup>39</sup> The Collector dealt with this petition fairly briskly; 'we have no knowledge of the petitioners being part owners of the boat as she was licensed at this port on 17 August 1848 and Bond given by John Foster one of the men that was in the boat at the time of the seizure and he declared himself as sole owner.'<sup>40</sup> The Mayor of Deal then submitted a memorial on behalf of 'these poor and unoffending widows.'<sup>41</sup> A note of exasperation is detectable in the Collector's subsequent report to the Board; 'the widows named in the memorial have a small share of her but they are not the principal owners but are only named to excite... sympathy.... The boat is very old and only fit for smuggling and I have no doubt that if she was again restored, the same owners would be very soon engaged in the same illegal traffic.'<sup>42</sup> On the same day, Lt. Batt reported 'that the lugger was built by D. Petty and others of smuggling notoriety... that the ownership belongs to John Foster, Abraham Sneller, James Buttress, with Elizabeth Petty and Mary Petty, widows, who it appears have a very small proportion of her and their husbands were always notorious smugglers.... The widows are not in kneedy (*sic*) circumstances one keeping the King's Head in Beach Street, the other having houses and property, which Mr Reakes the Mayor perfectly well knows.'<sup>43</sup>

Even if the boat was not returned upon the owners' petition, there was no guarantee that it would not come into their possession again. Smuggling boats seized by the Customs were sold at auction, and 'the tradesmen here [at Deal] and at Ramsgate will not bid against the owner of any seized boats.'<sup>44</sup> The Collector also complained of 'the sympathy which when detected and punished the boatmen receive from those in a superior position in society - very many of whom have been pointed out to me as owing their position to the fortunate contraband speculation of their immediate ancestors - some too of whom I have heard spread their opinion that there is not much harm either in smuggling or wrecking.'<sup>45</sup> Another difficulty was the

nature of the coastline at Deal; boats were ‘drawn up at intervals on the beach, extending over a distance of four miles ready for launching at any moment, and therefore we cannot have that control over their movements which we might otherwise have if moored in harbour.’<sup>46</sup>

The clandestine landing of goods from wrecked ships may have been even more common than smuggling at Deal at this time, and was just as difficult to detect and prevent.

‘Deal might have been built for smuggling, which is the same as saying it is exactly constituted for wrecking... so easy is it to disperse from its beach through its numberless alleys large quantities of goods, such facilities are there for the rapid and secret dispersal of them in Deal and circulating them through the county and beyond it... The streets run parallel to the beach, and close to it, and are connected by numerous narrow alleys, out of which open doors, leading into yards and sheds. The beach extends some miles, and at various parts of it, on the shingle itself, stand roomy wooden sheds, belonging to the boatmen. The cargoes of a whole fleet of ships, once landed on the beach, might be so effectually disposed of in these yards and sheds, in a few hours, that not a trace of them would remain.’<sup>47</sup>

The Collector of Customs observed of the Customs Boatmen at Deal in January 1850 that ‘the greater part of the duty of these men at this season of the year is preventing the salvagers from running wrecked property... upwards of twenty luggers sometimes make the shore at the same time and the beach [is] literally covered with valuable goods.’<sup>48</sup> In 1858 the Collector remarked that ‘in cases of wreck... when valuable ... goods are washed on shore for miles along the coast, it requires an officer of no ordinary courage and determination to resist the thieving propensities of the desperate characters in this neighbourhood, who are taught from their earliest infancy to look upon wrecked property as a Godsend and plunder as a matter of right.’<sup>49</sup> When five ships were wrecked on Deal beach in one night in February 1870, the Collector wrote ‘I have employed a number of extra officers, all being Coastguard pensioners.... This I considered imperative, knowing the habits of the beachmen here and their ideas regarding wrecked property.’<sup>50</sup> Despite these precautions, the Collector reported a few days later that ‘the coast was strewn for miles with wreckage, many hundreds of people have been daily collecting property since the wrecks, the Coastguard not being sufficient to prevent wrecking. The Inspecting Commander had to obtain assistance from the Marine Depot.... Even with this force, pilfering went on to a great extent and the Coastguard made many seizures.’<sup>51</sup>

The most notorious incident of this type was that of the *North*, wrecked on the Goodwin Sands in August 1866. The *North* was abandoned by her crew, and as she lay on the Sands she was visited over the next few days by boats from Deal, Walmer, Kingsdown and Broadstairs. The boatmen stripped the *North* of everything that could be carried away, leaving, according to two Broadstairs boatmen, ‘not enough rope to make a mop with,’ or enough canvas ‘to tie round your finger if it had been cut.’<sup>52</sup> Some property was surrendered to the Receiver of Wreck, but ship’s stores and crewmen’s property worth about £400 were not recovered.

‘About two tons of canvas and three quarters of a ton of rope... have to be accounted for, and the deficiency in running rigging and hawsers is about four tons. None of the ship’s instruments ever came into the possession of the Receiver... the carpenter’s tools... have never been recovered.... The vessel had at least 12,000 pounds weight of copper on her [hull].... She was stripped on both sides for seven or eight feet down.... The metal thus stripped would weigh about 35 cwt, and only 10 cwt has been returned to the Receiver.’<sup>53</sup>

Some rope from the *North* was traced to a paper mill near Dover, and a marine store dealer named Foster was charged with handling stolen goods. He was acquitted, but *The Times* the next day reported that ‘The whole of the evidence was of the most extraordinary character and proved conclusively that “wrecking” is the profession of a large number of the Deal boatmen.’<sup>54</sup> The newspaper referred to ‘the robbery of the *North* [which] represented nothing, it was said, but common practice.’<sup>55</sup> Of Foster’s trial it said ‘the evidence for the prosecution was given very unwillingly.... Does all this point to a local impression that taking property from a wreck is not stealing? Is there any general impression at Deal that the relics of a castaway are common property?... If taking these stores from the *North* was theft, and the Deal boatmen were seen to take them, was there no authority competent to stop the thieving? Would it be very surprising if men should really imagine they had some right to do what they were at any rate allowed to do... without any action on the part of the law?’<sup>56</sup>

What *The Times* seemed unable to appreciate was that the removal of property from a wreck was not in itself illegal - quite the reverse. A ship on the Goodwin could be swallowed completely in two tides, and if no attempt was made to remove her possibly valuable cargo, bring ashore any salvageable rope or sails, rescue the crew’s property and strip the copper sheathing from the hull, a major loss would result for the ship’s owners or insurers. This was a normal and potentially profitable part of the boatmen’s work. As long as they were occupied in removing the property from a wreck and stowing it in their own boats, they were acting entirely properly. Where they often transgressed was when they returned to shore. The correct procedure was that on landing, boats were searched or ‘rummaged’ by the Coastguard on duty on the beach, any salvaged goods being declared and not concealed in any way. The Receiver of Wreck kept account of what was recovered and reported to the owners or insurers. In due course the boatmen were paid in proportion to the value of the goods salvaged. Sometimes, however, the boatmen disposed of wrecked goods to ships in the Downs, or attempted to land them without the Coastguards’ knowledge and sell them themselves, as had allegedly occurred in the case of the *North*.

*The Times* report of Foster’s trial initiated a protracted correspondence. Opinions in support of the boatmen and against them were expressed strongly. One correspondent, signing as ‘Veritas’, alleged that ‘The [Deal] men actually plundered the chests of the whole of the crew...appropriated the contents, and then, as if to add insult to injury, had the audacity to deliver... the empty chests to the Receiver of Wreck.’<sup>57</sup> The Rector of Deal wrote to refute this allegation against ‘certain individuals who... are sufficiently designated by the fact of their having handed over the only seamen’s chests which were brought ashore... to be readily identified by all persons living in this place.’ The Rector enclosed an affidavit by the two men in question, Jarvist Arnold and Thomas Edward Bingham, that the chests had all been empty when they found them and ‘the accusation in *The Times* that we plundered the

chests is false and untrue.’<sup>58</sup>

Another correspondent was the Secretary of the Salvage Association at Lloyd’s, who wrote that he had been ordered by his committee to carry out an investigation into ‘this great robbery.’ He had been ordered to do this with strict impartiality, and it was his duty to obey this instruction.<sup>59</sup> Despite this assertion, his report was far from being a reasoned assessment of the evidence, and in places verges on libellous. Of the Rector’s letter and the affidavits of Arnold and Bingham, the report says

‘There is no doubt that the chests of the crew were delivered up to the Receiver of Deal empty. Who emptied those chests? Did the sea do it? Will the rector suggest that the sea broke open the locks, cleared out the contents and deposited the chests... on the ship’s deck - or that he cockroaches did it?... There is an old saying - “A man does not pick up a squeezed orange.” These boxes not worth a shilling appear to have been carefully salvaged and delivered to the Receiver, by men who did not steal their contents.... It was a very wise thing for [Arnold and Bingham] to make that affidavit, because the persons handing over the boxes ran a great risk of being supposed to know something about their contents.’<sup>60</sup>

The Board of Trade held an enquiry into the affair of the *North* which reported in June 1867. The marine store dealer Foster was interviewed; ‘his books were very badly kept, indeed he could not himself read or write, and trusted to a chance comer or his wife to make entries for him. Inability to read or write seemed to me to be considered a desirable qualification for a marine store dealer in Deal, Walmer or Dover.’ Although Foster had been acquitted of the charges against him, the Board of Trade Inspector, Mr Bere, reported that ‘his answers were given in a way that convinced one of his untruthfulness, and I have no doubt that he was perfectly aware that the rope and canvas came from the *North* and, if he had chosen, could have mentioned the name of the person who sold it to him.’<sup>61</sup>

Of the boatmen who gave evidence to the enquiry, Mr Bere noted that ‘there was a general strong desire to exculpate themselves and their fellow townsmen, and while their recollection of what they themselves did at the time of the wreck was clear and explicit, it was, as to the conduct of anyone else, confused and indistinct. None of them could remember the name of a single Deal beach boat other than their own, or boats that went out to sea or returned with them [or] seen by them at the wreck, and inability to give any description of the state of the ship, as to its canvas or its rigging, was to be remarked in the evidence of most of them.’<sup>62</sup> Many of the potential witnesses were conveniently absent at sea during the course of the enquiry, and their evidence therefore never heard.

In addition to the *North*, cases of misappropriation of wrecked goods were reported in 1849, 1857, 1861, 1870, 1873, 1875 and 1882. In October 1857 an American ship, the *A.B. Kembell*, was wrecked on the Goodwin; the Collector of Customs’ report demonstrates the apparent ease with which the boatmen evaded detection when landing wrecked goods. ‘42 sails were taken out of her by the crews of Deal boats and only seven delivered to the Receiver of Wreck.... The sails which were very large and in a wet state must have required ten or a dozen men to drag them out of the boats on to the beach and yet they were landed without the knowledge of the Coastguard.’<sup>63</sup> It was alleged elsewhere that ‘the day after the loss of the ship her provisions, stolen by boatmen, were hawked around the streets of Maidstone for

sale.’<sup>64</sup>

Disagreements between boatmen and the owners or insurers of ships as to the value of the services rendered by the boatmen were quite common. Sometimes it was alleged that the services claimed for by the boatmen had been unnecessary or unwanted or had not been performed at all. In 1876, John Cook, Edward Griggs and other crew of the lugger *Devastation* claimed for services to the French barque *Marie Alexandrine*. Cook and Griggs originally boarded the vessel in order to pilot her into the Downs, but

‘the gale increasing, gave orders to take the main Topsail off her with great difficulty proceeded... into the Small Downs brought the Barque up... in Five Fathoms with Sixty fathom of chain, about 3pm the wind veered into the NNW and blew a Hurricane, bore away Chain to 90 fathom, Barque continued driving... close alongside a Brig, compelled them to slip to avoid a collision... made sail, hoisting signals of distress for tug, none came... our sails blew away.’<sup>65</sup>

The crew of the *Marie Alexandrine* in response stated that, during the time the barque was attempting to anchor in the Small Downs, ‘the pilots were in the Galley and had nothing whatever to do with the control of the ship... all orders were given by the captain, and the pilots had nothing whatever to do with the operations.’<sup>66</sup> More seriously, the first mate of the *Marie Alexandrine* made a separate statement that, the day after his ship had been towed into Dover Harbour, the boatmen came ‘to make the proposal... that he should have £5 if he would say that the Boatmen saved the ship.’<sup>67</sup> The Salvage Commissioners do not appear to have pursued this allegation. Their judgement was that the *Marie Alexandrine* ‘did receive aid and assistance from John Cook and others of the lugger *Devastation*... in bringing her to anchor in the Downs and afterwards... slipping the cables and piloting her through the shipping there,’ for which they awarded the boatmen £70.<sup>68</sup>

There seems to be no reason why the *Marie Alexandrine*’s mate should have invented the story of the bribe, and Cook and Griggs might consider themselves fortunate to have got away with it. In the previous decade, the question of the Deal boatmen’s fraudulent claims for salvage services had received nearly as much attention as had their wrecking activities, again culminating in a Board of Trade enquiry. In April 1867, William Spears, on behalf of the crew of the lugger *Briton’s Pride*, of which he was part-owner, made a declaration of services performed by the lugger for the American ship *Olivia*.

According to Spears, while cruising among the shipping in the Downs, the lugger’s crew observed the *Olivia* apparently in imminent danger of collision with another vessel. They boarded the ship, and the captain employed them to assist her out of her dangerous position, which they did by setting sail and slipping the anchor and chain. When the ship was in a safe position, they took the captain ashore to arrange with the agents for a new anchor and chain, which they then took off in the lugger *Albion*. For these services, the boatmen were awarded £420.

The Board of Trade became suspicious of this transaction and ordered an enquiry, which was carried out by the same Mr Montague Bere who had carried out the *North* enquiry. He found that the crew of the *Briton’s Pride* had first encountered the *Olivia* off the South Foreland, when they put one of their crew, William Middleton, on board to pilot her into the Downs. The *Briton’s Pride* had also agreed

to bring another man off from Deal to pilot the ship into the North Sea. Middleton decided to anchor the *Olivia* in the Downs, although 'it is doubtful whether the captain had agreed to allow the vessel to be anchored.' Under the strain of the wind and tide, the *Olivia*'s anchor chain broke. The report alleges that this was due either to Middleton's poor handling of the ship, or a deliberate act on his part.

The lugger then returned with George Baker, the North Sea pilot. Mr Bere found that, contrary to Spears' statement, the *Olivia* was not then in any danger of collision, and far from the crew of the lugger rendering assistance, it was doubtful whether any of them apart from Baker had actually boarded the ship. Baker refused to take the *Olivia* into the North Sea without a new anchor and chain. He maintained that he was told the anchor had been slipped. If this had been the case, the insurers would pay for replacements; if the chain had broken, they would not. The captain of the *Olivia* claimed that he told Baker that the chain had parted, upon which Baker replied, 'make it slipped.' The suggestion was that Baker, Middleton and Spears wished to make it appear that the ship had been in danger and the anchor had been slipped so that they might claim for salvage services and for bringing out a new anchor and chain. In order that the *Olivia*'s log would support their story, they persuaded the captain to join in the conspiracy, promising £60 as payment for his cooperation.<sup>69</sup> As a result of the Board of Trade investigation, Spears, Middleton and Baker were prosecuted in 1868, convicted and sentenced to six months each in Maidstone Gaol. In passing sentence, Mr Justice Wallis observed that 'this, he feared, was no exceptional case, and indeed this species of offence appeared to be nothing to the conscience of the Deal boatmen.... he had talked to nautical men in different parts of the world and all had some tales of the Deal boatmen. He held a book in his hand which told of the dread entertained of Deal by foreign ships.'<sup>70</sup>

Mr Bere implied that the boatmen might often succeed in fraudulent or extortionate claims due to the deficiencies of the system whereby salvage awards were made. Many cases might be settled by arbitration between the parties. Only when agreement could not be reached was the Salvage Commission involved, and even then 'there is no sifting of the evidence, and no real examination of the parties.'<sup>71</sup> Other cases investigated by the Board of Trade in the late 1860s included the ships *Kit Carson*, *Bazaar*, *Gravin Kuyphausen* and *Iron Crown*, all of which were alleged to have been victims of extortionate demands for salvage by Deal boatmen.<sup>72</sup> This accumulation of allegations may have had an impact on the boatmen's fortunes; early in 1870 it was reported that several ships' captains had refused to employ Deal boatmen in a gale, with the result that five ships were lost which the boatmen claimed could have been saved.<sup>73</sup>

If the boatmen exaggerated their claims for salvage money, this was because they knew that the sum awarded was likely to be less than that claimed. Out of forty awards to Deal boats reported in the *Deal Telegram* in 1859, the boatmen received less than they had claimed in ten, the amount awarded being only 53% of the total claimed. In the remaining thirty cases, it was not stated what the original claim was. The total awards reported in 1859 amounted to just over £8,600, or about £24 to each boatman. William Stanton's opinion in the 1820s was that 'there never was an award given anything like justice.... They seemed determined that a poor man should not have the possession of money, as if it were to keep him in a servile condition.'<sup>74</sup> This belief was probably shared by subsequent generations of boatmen.

One of the most serious charges brought against the Deal boatmen in the second half of the nineteenth century was of piracy, made against the crew of the lugger *Princess Royal* in December 1869 by the captain of a Dutch pilot cutter. It was

alleged that men from the lugger had boarded the cutter at sea one night and demanded tobacco and hollands and when refused had violently assaulted the captain. The Deal men agreed that they had asked for tobacco and hollands, but said they had been willing to pay for it. A fight certainly broke out on board the cutter, but the only serious casualty was a Deal man, who suffered a severe concussion. The lugger's crew had no clear explanation of why the fight occurred. The case was dismissed because the Dutchmen could not say which of the *Princess Royal's* crew had actually boarded the cutter and which had remained in the lugger. Indeed, because of the custom at Deal of boats having no regular crews and the boatmen's habit of using nicknames among themselves, it was not entirely certain that the men summonsed in this case were actually those who had been in the *Princess Royal* on that voyage.<sup>75</sup>

Ashore, the boatmen seem to have been reasonably law abiding. Only three cases of theft involving boatmen were prosecuted at Deal between 1858 and 1883; on each occasion, the magistrates remarked how rare it was for a boatman to be charged with theft.<sup>76</sup> An offence that was common among the boatmen was fighting or brawling, often under the influence of drink. A magistrate once observed that 'boatmen were apt to be too ready to use their fists.'<sup>77</sup> These brawls often resulted from disputes over 'the custom of the beach' and the sharing of earnings. In 1876, James Bailey and George Porter appeared at the Petty Sessions charged with fighting. Porter alleged that Bailey had 'robbed him in the *Lord Paget*,' and that he, Porter, was as good a man in the North Sea as Bailey was in the Westward. Porter allegedly said to Bailey 'you ----, I will eat you on a biscuit.'<sup>78</sup> The boatmen attached great importance to fair dealing among themselves; as William Spears once said, 'if I make £1,000 I share it equally, that is being a Deal boatman.'<sup>79</sup>

Some criticisms of the boatmen were undoubtedly justified, but others came from a lack of understanding of their work, as in the case of the *North*. In May 1864, for example, 'three gentlemen enquired of one of us boatmen the charge for taking them from the shore to the Admiral's ship and wait to bring them back. The price agreed for was 15s.' The gentlemen then went to a stationer's shop where they enquired if it was a fair price, and were told it was 'an imposition.' The boatmen complained of 'Mr Busybody' trying to regulate the Deal boatmen's charges 'of which he must be entirely ignorant.... The 15s in question would have been divided into six shares, and we sometimes go many days without earning even that sum - a fact which is not taken into consideration by persons unacquainted with a boatman's occupation.'<sup>80</sup>

An anonymous correspondent of *The Times* in 1866 probably gave the most accurate assessment of the Deal boatmen's character. 'The Deal boatmen are as fine a set of men in their speciality as an be found anywhere, and are entitled to any praise that may be given them, but their faults are as patent as their virtues. They are at once the most hardworking and the laziest set of men. They would sacrifice anything to save a life, and they think anyone fair game of whom they can make a shilling. They are generous, hearty and loyal, and the most determined smugglers when they have the chance. They would wreck a ship and risk their lives to save one with equal readiness.'<sup>81</sup>

## Notes

1. David M. Williams, 'James Silk Buckingham: Sailor, Explorer and Maritime Reformer,' in *Studies in British Privateering, Trading Enterprise and Seamen's Welfare, 1775-1900*, ed. Stephen Fisher, Exeter Papers in Economic History No. 17 (1987), p.107.
2. *Household Words* and *Chambers' Journal* quoted in E. C. Pain, *The Last Of Our Luggers And The Men Who Sailed Them*, (Deal 1929), pp. 61, 68; Sydney Gerald, 'Deal Beach', *The Pall Mall Magazine*, (1893), p.367.
3. Kelly's *Post Office Directory of Kent*, 1866.
4. John Gilmore, *Storm Warriors, or Life-Boat Work on the Goodwin Sands* (1873), pp.192, 195, 202.
5. Achilles Daunt, *Our Sea Coast Heroes: or, Stories of Wreck and Rescue by the Lifeboat and Rocket*, (1889), pp. 210, 214.
6. George Byng Gattie, *Memorials of the Goodwin Sands*, (1890), p. 100.
7. Thomas Stanley Treanor, *Heroes of the Goodwin Sands*, (1892), pp. 41, 42. Other books by Treanor are *The Log of a Sky Pilot* and *The Cry From the Sea and the Answer From the Shore*, publication dates unknown but c.1895.
8. Treanor, *Heroes*, p.164.
9. East Kent Archives Centre (E.K.A.C.) CPw/AP 1854/1. The lugger's crew was awarded £100 for these services.
10. E.K.A.C. CPw/ACp 1862/5. For these services, £65 was awarded to the boatmen, to be divided into twelve shares.
11. E.K.A.C. CPw/ACp 1869/6. £100 was awarded, to be divided among eighteen men.
12. Gilmore, op. cit., p.202.
13. Public Record Office (P.R.O.) MT9/105A/75, *Report on the Subject of Wreck and Salvage on the Coast of Kent*. MT9/105A is a bundle of material containing a number of reports and documents relating to salvage cases in the Deal area.
14. P.R.O. CUST 53/2 8 Mar 1858; CUST 53/2 10 Jan 1861.
15. P. Muskett, 'Deal Smuggling in the Eighteenth Century,' *Southern History* 8, (1986).
16. P.R.O. CUST 53/2 5 Jan 1858.
17. William Stanton, *The Journal of William Stanton, Pilot of Deal*, (Portsmouth 1929), pp. 54-57.
18. This is the period covered by the letterbooks of the Customs port of Deal, P.R.O. CUST 53/1 - 53/4
19. P.R.O. CUST 53/1 15 May 1851.
20. Treanor, *Heroes*, p.50.
21. P.R.O. CUST 53/3 Jan 1865
22. P.R.O. CUST 53/3 13 July 1865.
23. P.R.O. CUST 53/1 8 June 1852.
24. P.R.O. CUST 53/2 1 May 1858, 12 June 1858.
25. P.R.O. CUST 53/2 6 May 1858, CUST 53/3 Jan 1865.
26. P.R.O. CUST 53/1 7 Feb 1851
27. P.R.O. CUST 53/1 17 June 1853
28. P.R.O. CUST 53/2 5 Oct 1859
29. P.R.O. CUST 53/1 5 July 1854
30. P.R.O. CUST 53/5 28 May 1860
31. Stanton, op. cit., p.55.
32. P.R.O. CUST 53/1 11 June 1852

33. P.R.O. CUST 53/2 16 Sept 1858, 23 Sept 1858. Gardner's alibi was suspiciously watertight, for he had been seen on the way to Folkestone by Admiral Vincent, a magistrate.
34. P.R.O. CUST 53/5 28 May 1860
35. P.R.O. CUST 53/2 19 June 1860
36. P.R.O. CUST 53/2 3 Feb 1860
37. P.R.O. CUST 53/1 10 June 1853
38. P.R.O. CUST 53/1 Jan 1851
39. P.R.O. CUST 53/1 20 June 1852
40. *Ibid.*
41. P.R.O. CUST 53/1 Aug 1852
42. P.R.O. CUST 53/1 26 Aug 1852
43. *Ibid.*
44. P.R.O. CUST 53/2 2 Aug 1859
45. P.R.O. CUST 53/3 Jan 1865
46. P.R.O. CUST 53/2 14 Mar 1857
47. P.R.O. MT9/105A/75 *Report on the Subject of Wreck and Salvage on the Coast of Kent.*
48. P.R.O. CUST 53/2 10 Jan 1850
49. P.R.O. CUST 53/2 8 Mar 1858
50. P.R.O. CUST 53/3 16 Feb 1870
51. P.R.O. CUST 53/3 19 Feb 1870
52. P.R.O. MT9/105A Report of Inquiry into the Wreck of the *North*, p.2.
53. *Ibid.*, p.1
54. *The Times*, 19 Oct 1866, p.7
55. *Ibid.*, 24 Oct., 1866, p.6
56. *Ibid.*
57. *The Times*, 29 Oct 1866, p.4.
58. *The Times*, 26 Oct 1866, p.10. Jarvist Arnold was coxswain of the Kingsdown lifeboat.
59. *The Times*, 22 Oct 1866, p.7.
60. P.R.O. MT9/105A/75 *Report on the Subject of Wreck and Salvage on the Coast of Kent.*
61. P.R.O. MT9/105A, *North* enquiry, p.3
62. *Ibid.*
63. P.R.O. CUST 53/2 8 Mar 1858
64. P.R.O. MT9/105A/75 *Report on the Subject of Wreck and Salvage on the Coast of Kent.*
65. E.K.A.C. CPw/ACp 1876/2
66. *Ibid.*
67. *Ibid.*
68. E.K.A.C. CPw/ACa3 22 Mar 1876.
69. P.R.O. MT9/105A Report of Inquiry into the Accident to the ship *Olivia*.
70. *The Times*, 29 July 1868, p.11
71. P.R.O. MT9/105A, *Olivia* report.
72. P.R.O. MT9/105A.
73. *The Deal Telegram*, Jan & Feb 1870, various issues.
74. *The Deal Mercury*, 2 Apr 1870, p.3; 16 Apr 1870, p.2; Pain, op. cit., p.71.
75. Pain, op. cit., p.71.
76. *The Deal Telegram*, 24 June 1865, p.7; *The Deal Mercury*, 6 Nov 1869, p.3; *ibid.*,

- 16 Oct 1878, p5.  
77. *The Deal Telegram*, 23 Sept 1865, p.7.  
78. *The Deal Mercury*, 13 May 1876, p.2.  
79. *Ibid.*, 16 Oct 1880, p.2.  
80. *The Deal Telegram*, 14 May 1864, p.7.  
81. *The Times*, 23 Oct 1866, p.9.