

**Exhibit of the shocking oppression and injustice  
suffered for sixteen months by John Randel, Jun., Esq.,  
Philadelphia, 1825.**

EXHIBIT OF LOCKING OPPRESSION AND INJUSTICE SUFFERED FOR SIXTEEN MONTHS BY JOHN RANDEL, JUN. ESQ. CONTRACTOR FOR THE EASTERN SECTION OF THE CHESAPEAKE AND DELAWARE CANAL, FROM JUDGE WRIGHT, Engineer in Chief, AND THE MAJORITY OF THE BOARD OF DIRECTORS, (Among other things by the gross and palpable violation of the contract, in the iniquitous reduction of the prices which were fixed when that instrument was signed, sealed and delivered.)

T.

WHEREBY

The Contractor has been ruined; the completion of that great national work will be delayed one year at least; and the interests of the state and of the stockholders of course materially injured.

“Fiat justitia—ruat cælum.

“Bodies of men, upright and pure in private life, frequently perpetrate without scruple in their collective capacity, acts of which individually they would abhor to be guilty.”—Anon.

BY THE AUTHOR OF AN APPEAL TO THE STOCKHOLDERS.

PHILADELPHIA.

LC

1825.

**PREFACE.**

TC 625

When I undertook to interpose in favour of Mr. Randel the contractor for the eastern section of the Chesapeake and Delaware Canal, with the directors of that great undertaking, from the circumstances that came to my knowledge, it appeared beyond all doubt, that he had been ill-treated by the engineer in chief, and by the majority of the board, unduly influenced and prejudiced against him by the engineer. I hoped that a strong remonstrance against the monstrous injustice of arraigning a citizen on the accusation of a decided enemy, and refusing him a specification of the nature, extent, kind and quality of the offence, would have been sufficient to have shamed them out of so flagrant a violation of common usage, justice, and equity. But I was mistaken. In defiance of public opinion, which revolts at such a procedure, they proceeded to condemnation, on the most frivolous grounds—so frivolous that they *did not dare to commit them to paper*.

At this time I had taken an imperfect view of the affair, and was by no means aware of the extent of the injustice and oppression which Mr. Randel had had to struggle with for about sixteen months. But I have since been enabled to take a full “view of the whole ground,” and hope to make it appear that the United States has scarcely ever witnessed a harder or more cruel case—or a man more wantonly oppressed than he has been by persons possessed of standing in society.

In the hope of rescuing him from impending destruction—and, what is of more consequence, of rescuing the stockholders from the disgrace of participating in the oppression; from the expense and trouble of litigation; and from the payment of very heavy damages, to which Mr. Randel is fairly entitled, and which, if the case ever come fairly before an honest, independent jury, he cannot fail to have awarded, I called two meetings of such of the stockholders as believed he was unjustly treated, in being refused

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a specification of his offence. The object was, as expressed in the annexed resolution, to procure a delay of the fatal sentence:—

“Resolved, that a committee of seven be appointed to wait on the board of directors of the Chesapeake and Delaware Canal, and earnestly request them not to make any contracts for the remaining part of Mr. Randel's section of the canal, until he has had a written specification of the accusation against him, and proper time to prepare for justification— and also *until the United States' Board of Engineers have examined and reported on the controversy between him and the board.*”

The attempt was rendered nugatory, by the appearance of persons not invited, who contrived to defeat the object of the meetings. They went so far as to condemn, in the most unqualified manner, the call of meetings thus discriminated, as if not wholly illegal, at least highly improper. To this doctrine I cannot subscribe. I believe it radically wrong. I am persuaded that if any portion of the stockholders of a bank, in insurance, a canal, or a turnpike-road company, think to meet to deliberate on its affairs, they have an inalienable right so to do. And if they have a right *to meet*, they assuredly have a right *to call a meeting*, in such manner as they judge proper. But enough on this subject.

In order to detract from the force of my former publications on this subject, there is a hollow and futile cry raised—“These addresses are all on one side.” Two simple questions will settle this point. Why do not the directors reply? Why do they not give the other side? The answer is simple—because they cannot disprove the facts, nor refute the inferences from them. But the allegation is unfounded. They are not one-sided. I have given both sides. All the important points of the question are supported by the documents of the company, which are copied verbatim. If every thing else connected with the transaction were annihilated, these would establish its transcendent injustice beyond the power of controversy.

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It is impossible to consider the wicked and insidious reduction of the price of excavating the first 540,000 cubic yards of the deep cutting to a *half cent* per yard beyond what Mr. Randel had previously engaged to pay the sub-contractors, cutting down the total surplus to the beggarly sum of \$2700\*

\* In order to show the injustice and cruelty of this measure, I submit an exhibit of the receipts and expenditures of Mr. Randel, from the first of April, 1824, when he began the work, until the first of January, 1825, for the first section of 540,000 cubic feet, which was then very nearly finished:—

### **Receipts.**

540,000 cubic yards, at 14½ cents \$78,300

Actual loss, independent of his own time and services 13,360

\$ 91,660

### ***Expenditures.***

540,000 cubic yds. at 14 cts. 75,600

Building shantees, and purchasing of tools 4,000

Bonus on boarding of labourers 5,000

Clerk hire, 9 months, say 600

Assistant Engineer 2,000

Contingencies at 5 per ct. 4,360

\$ 91,660

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Thus, the unfortunate contractor not only had no remuneration for nine months, but actually lost above \$13,000, besides say \$2500 for his own services, while Judge Wright in the same time probably received above \$12,000, for laying out the variety of canals which he has undertaken.

As an extenuation of this injustice, we are triumphantly told, that the board loaned Mr. Randel in March, immediately after the signature of the contract, \$15,000 without interest, and afterwards \$8000 on interest Let us see the operation of this liberality. His bonds and those of his sureties, are still in their hands, and hanging over them. They reduced him on the first section, \$11,800, with as flagrant injustice as if they had taken it from his escutoire—and on the 2nd and 3rd sections, with equal injustice, about \$8000, making together nearly \$20,000, withheld from him in violation not merely of the spirit but the letter of the contract. Their loans were \$23,000: so that he had merely the use of \$3000 more than what he was iniquitously deprived of, and was as fairly entitled to, as Thomas P Cope is to the freight of the Algonquin—or J. K. Kane to his fee for pleading a cause. “ *Are not these tender mercies cruelties?*”

Had Judge Wright ubiquitous powers, and as many heads and hands as Briareus, he is likely to find employment for them all. He is the greatest pluralist in this country. Last spring he employed a considerable time in surveying a site for a canal between the Delaware and Schuylkill—two months in laying out the Lackawaxen Canal—some weeks in summer surveying for the New York Water Works Company, of which he is recently appointed president. He is one of the commissioners for laying out the Delaware and Raritan Canal, and notwithstanding this immense weight of business, enough, one would think, for any one man, he has contrived to earn 3 or 4000 dollars this year from the Chesapeake and Delaware Canal Company.

48-40222 4 —the wanton, unfeeling, and inhuman orders of Robert Wharton and Caleb Newbold, junr. Esqrs. the Committee of Works, issued without the smallest necessity, to excavate the meadows, actually overflowed with water, or likely soon to be, or else

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encumbered with snow and ice, *in the dreary month of Dec. 1824,\* and in February and March, 1825*, at the evident risque of the health and lives of the contractor and his people—the refusal in July and August, 1824, to allow Mr. Randel more than \$636, for work on which, according to the unexceptionable authority of Paul Beck, Esq. a member of the board, he had actually expended \$2500—the repeated refusals of Judge Wright to survey work when called upon, and to issue certificates in due season—the “*certificate*” † of the Judge, utterly destitute of the shadow of foundation, that Mr. Randel had “unreasonably neglected to prosecute his contract,” when it was vigorously and industriously prosecuting—and when, only eight weeks before, the board had announced to the world, that “*the work had never been suspended, or materially interrupted*”—the revolting resolution of the majority of the board, refusing a specification of the nature or extent of the accusation ‡ — the refusal to submit the subject to the decision

\* The order was issued on the 25th of November.

† “On the subject of this certificate I shall use a very plain language, which I trust the nature of the case will fully justify. That alone would induce me to use it.

“If a man who had in 13 months performed 43 per cent. of the work for which he is allowed four years—who had braved the dangers of an insalubrious atmosphere, and, struggling with the most serious sickness, had never deserted his post—whose operations had, to use the words of the board, “*never been suspended, or even MATERIALLY INTERRUPTED*”—who had laboured for 15 months not only without compensation, but under enormous losses, which nothing but his great resources and those of his friends could have enabled him to bear, and likewise under every difficulty that ingenuity and malice could spread in his path—who had actually a force of 6 or 700 men employed at the time of presenting the certificate of Judge Wright—if such a man, I say, can be honestly asserted to “*have neglected the performance of his contract,*” then is that certificate a fair and honourable document, to which we must bow down. But otherwise, it

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is *false, scandalous, and malicious*, and inflicts a stain on the accuser, which can never be effaced.” *Appeal to Stockholders*.

‡ “The refusal, by a regular resolution of the board, to furnish Mr. Randel with a written specification of the accusation—and resting it on oral queries, (the verification of which by the president or secretary was also refused,) afforded full proof of the desperate state of an accusation, which the accusers would not condescend, or did not dare, to put into a tangible shape; and betrayed such a wanton, cruel abuse of the power possessed by the board over a helpless individual, placed entirely at their mercy by a rigorous, unequal, oppressive contract; such a total disregard of public opinion; such a departure from the established practice of all honest, upright, and honourable courts; such a violation of right, justice, and propriety; as we believe have never occurred in the annals of Pennsylvania, and, for the honour of the state, we trust never will again. The worst of criminals, assassins, murderers, parricides, rebels, and traitors, are always furnished with a statement of the crimes of which they are accused. And what astonishment, what indignation, must be universally excited in every honest and honourable bosom, wherever it is known, that this indefeasible right, so important a barrier against tyranny and oppression, has been denied in the enlightened state of Pennsylvania, and in the nineteenth century, to a gentleman of the fairest character and prominent talents, accused of mere “neglect of duty?” *Protest of Stockholders*.

5 of the board of engineers of the United States—and finally, the utterly unfounded and barefaced resolution, that he had “*abandoned his contract*” at the very time when two of the members ascertained that there was a force of 700 men employed by him, and when, on every part of his contract, he was greatly in advance—it is, I say, impossible to reflect on these things without a conviction forcing itself on the mind, that Judge Wright bore a deadly hostility to Mr. Randel—and had succeeded in unjustly prejudicing several of the leading members of the board against him. That the measures pursued were calculated to cripple, harass, and ruin him, and force him to abandon the contract, no honest man will deny.

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Much stress is laid on the respectable private characters of the members of the board. To this I pretend not to offer the least objection. But this does not touch the question at all. It is a trite observation, two thousand years old at least, that bodies of men will perpetrate acts of injustice, which individually they would scorn.\* If all the individuals were equal to Aristides, or Phocion, or George Washington, it would not efface the stain the board has received by the iniquitous revisal of the prices—by the refusal of a specification of the accusation—or by the declaration that a contractor had “abandoned his contract,” when it was in full course of fulfilment—to pass over the infinite number of other acts of oppression and injustice.

\* The following extract from my letter to the board, of September 20th, expresses so fully my ideas on the subject stated in the text, that I cannot refrain from submitting it.

“History unhappily abounds with cases, which prove that bodies of men will unhesitatingly commit what each, individually, would shudder at. I am fearful this case will be regarded as adding to the number. Is there one member of your board—I put it to your consciences, in the name and presence of the Living God of justice and of mercy—who would bring the vilest of slaves to trial without a full specification of his offence? I hope and trust not. If I be mistaken, I deplore the existence of a case which I could not have supposed possible.”

I wish the community distinctly to observe, that I publicly call on Mr. Fisher, president, or any other member of the board, to disprove any of the facts herein stated—and for their confirmation, in all important points, I unhesitatingly refer to Paul Beck,\* Isaac C. Jones, and G. Gillaspie, Esqrs. who, to their honour, have steadily opposed those iniquitous proceedings. Errors there may be—but, from the caution which I have used, I am certain they are few and unimportant, and do not in the least affect the results. Had I stated the whole of the information which I have received on the subject, and which I firmly believe, but could not satisfactorily establish, the case would appear of a still blacker dye. But I confine myself to points of public notoriety, or susceptible of easy proof.

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\* Paul Beck, Esq. who is certainly equal in respectability to any of the majority, has uniformly replied to all enquirers, that so far as his knowledge extends, (and it extends to the chief part of the points at issue,) my statements are correct. I fearlessly refer to the other two gentlemen.

This is no common question—and ought to be decided with a due degree of attention. If the board have been calumniated—if their motives have been pure and their conduct correct, both ought to be freed from imputation—they ought to be enabled to come out as pure as gold from the furnace. It is due to the stockholders that they be fully satisfied of the correctness of the proceedings—it is due to the board, and to Judge Wright, to afford them an opportunity to vindicate themselves from the serious accusations I have brought against them on my own responsibility, and to cover me with shame and confusion, as I would deserve, if a false accuser. This can be done in no other way so well as by a general meeting of the stockholders, which, I hope and trust, will be called in a reasonable time, say in a month or six weeks.

“With Mr. Randel I have no concern whatever, to the amount of a cent. My acquaintance with him has been very slight; is of quite recent date; and will probably terminate with the settlement of this affair, as there is no congeniality in our habits or pursuits. Of course I have no private or personal motives to stimulate me to the course I pursue. My sole object originally, was to secure, as far as my feeble voice and influence would go, a fair, impartial trial, to an accused, a suffering, and an innocent and worthy citizen.” And my present object is to rescue his character from obloquy, and to produce redress of most intolerable grievances. I had hoped for aid from the Norrises, the Richardses, the Archers, the Sergeants, the Ingersolls, the Browns, the Burds, the Cadwaladers, the Chews, the Coxes, the Walns, the Joneses, the Lewises, the Latimers, and those other citizens of standing and respectability, whose weight and influence would frown down oppression and injustice. I regret that I have been disappointed—they have culpably looked on and seen a most estimable fellow citizen crushed to the earth and trampled under foot without

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the least interposition, altho' they universally admit, as far as I can learn, the iniquity of the persecution he has undergone.

It is proper to state to the reader, the course I have pursued in this pamphlet. In the first place I have presented, as I had already done, all the important facts of the case, in as brief a style as possible, wholly divested of argument—leaving the reader to draw his own conclusions. All the facts which are of importance, are supported by documents. At the close of the facts, I present such inferences, as they will fairly warrant. M. C.

[As those who have ruined the fortunes, are labouring hard to destroy the character of Mr. Randel, I deem it right to publish the following strong recommendations.]

*Extract of a letter from Judge Davis.*

Smyrna, October 25, 1825.

“I think Mr. John Randel one of the most indefatigable men I ever knew, and that he had the completion of the canal much at heart, and prosecuted it under the greatest difficulties, much of which proceeded from his enemies, who either wanted his contract, or *to complete his humiliation by driving him from the work*. His character stands fair as a moral good citizen. He made the greatest possible exertions, and was much assisted by a few friends—but *that miserable contract sealed his ruin*. ”

I am, &c. ISAAC DAVIS.

“Mr. Randel is a native of this place, and has for several years been with me in my office, during his minority; and since that he has been employed by me in various surveys of the lands of the state. The commissioners appointed by law for laying out York Island into streets, &c. employed him as their principal surveyor; and after the completion of their duties, he was engaged by the corporation of New York for two or three years, in marking the streets and avenues, according to the plan reported by them, and in taking

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levels and making calculations for the ultimate improvements of that city, *the whole of which was done with an accuracy not exceeded, I am confident, by any work of the kind in America.* After the undertaking of the grand Erie canal, proposals were made to him by the commissioners, for his services as an engineer, in which, however, he did not then engage, for reasons of a private nature. He was afterwards employed in examining the most difficult part of the canal, about which important differences of opinion existed; *his report on which discovered very superior talents.\* His talents and judgment in business of this kind, and his ingenuity generally, are allowed to be of a superior order. In regard to moral character,* NO MAN IN OUR COMMUNITY SUSTAINS A FAIRER REPUTATION.

\* This refers to his controversy with Judge Wright, respecting the route of the Erie canal.

SIMEON DE WITT, Surveyor General of the State of New York.

*Albany, Jan. 16, 1823."*

"I do hereby certify, that John Randel, junior, Esq. of the city of Albany, is considered an eminent mathematician, and a most skilful practical surveyor—and that *he is a gentleman of excellent character, and worthy of private and public confidence.* DE WITT CLINTON.

*Dated New York, 17 th of January, 1823."*

"From a personal acquaintance with Mr. Randel, I concur with Governor Clinton in the above recommendation.

S. VAN RENSSELLAER."

"Having known Mr. John Randel, Jun. *fourteen years,* and being requested by a friend of his, to state my impressions concerning his general character, it gives me pleasure to say, that *I never knew any man of whose integrity and correctness I have been in the habit entertaining a higher opinion.*

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BENJAMIN ALLEN. Rector of St. Paul's Church.

*Philadelphia, Oct 12, 1825.*

### **FACTS.**

1. Mr. Randel published a pamphlet in 1822, in which he proved that Judge Wright had unnecessarily extended the Erie canal 19 ½ miles, and wasted 630,000 dollars, by choosing the circuitous route round the Mohawk river from Schenectady to Albany, instead of a direct one.
2. Hence a most serious hostility to Mr. Randel has existed in the breast of Judge Wright, which he has taken every opportunity to display.
3. The assertion that the Judge recommended Mr. Randel as contractor for the Chesapeake and Delaware Canal, is declared to be erroneous by a member of the board, whose name I am willing to declare, and without whose knowledge it could not have taken place.
4. When the subscriptions were obtained for the Chesapeake and Delaware canal, there was an ardent conflict of opinions as to the location.
5. The great majority of our citizens preferred one or other of the upper routes. Mr. Camac, Mr. Beck, and a few others, preferred the one ultimately adopted.
6. At the instance of Mr. Camac, the board sent for Mr. Randel to survey the different routes.
7. This duty was performed with great fidelity by Mr. Randel and his brother, who fully established the practicability of the lower route. In the exploration they contracted a most severe fever and ague, under which they laboured for four months.

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8. Thus to Mr. Randel's zeal and talents, we owe the present location of the canal, the only one worthy of such a magnificent undertaking. But for him, one of the upper routes would have been assuredly adopted.

9. The estimate of Judge Wright and the United States' Engineers, of the expense of the canal, was \$1,354,364; that of Mr. Randel only \$1,211,834. This was the basis of the contracts for the execution of the work. Hereby was saved to the company, \$142,000.

10. Mr. Randel's contract commenced on the 1st of May, 1824, and there was allowed for the completion of the work, “ *not less than four years.*”

11. The general terms being agreed upon, but the contract not being reduced to writing, Mr. Randel, eager to commence operations, went to Albany for the purpose of making subcontracts, &c. &c.

12. The contract in the interim was so rigorously drawn as to leave Mr. Randel tied hand and foot, at the mercy of Judge Wright, with whom, as stated, he had formerly had an acrimonious controversy.

13. Some of the most oppressive clauses were introduced during his absence.

9

14. The Judge was made umpire without appeal in all cases of controversy between the board and Mr. Randel, some of which have arisen from the errors of the Judge himself, who, in all such cases, might be fairly considered a party. He had the “ *revision*” of the prices also without appeal. And his mere “ *opinion*,” that Mr. Randel “ *unreasonably neglected* the performance of the contract,” was to authorize the board to declare that “he had *abandoned it!*”

“it is further agreed that if *the opinion* of the engineer in chief for the time being in the employ of the party of the second part, [the company] shall be, that the party of the first

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part [Mr. Randel] refuses or *unreasonably neglects* to prosecute this contract, such engineer may certify the same to the party of the second part; and *on his certificate, the said party of the second part shall have the power of determining that he has abandoned it!!!*"

15. John Sergeant, Esq. Mr. Randel's counsel, endeavoured to dissuade him from the signature of the contract, on account of its oppressive nature.

16. The signature was delayed for about a fortnight after Mr. Randel's return, when he was frequently importuned to sign—and on the last day was finally informed, that unless he signed then, the negotiation would be abandoned—and the contract given to another applicant.

17. Thus pressed into a corner, and, after having incurred very considerable expense, having no alternative but to sign, or abandon his favourite project, with all the honour and profit he naturally expected and was fairly entitled to derive from it; unfortunately for his fame, his fortune, and his health, he adopted the former, relying on the honour, honesty, and justice of the board.

18. In this contract, which was regularly signed, sealed, and delivered, the price of the excavation of the first ten feet of the deep cutting was fixed at 16  $\frac{7}{10}$  cents per cubic yard, by Judge Wright, an experienced engineer, who was so critically exact, as to introduce *tenths of a cent* per cubic yard, and who from his feud with the contractor, could not possibly be suspected of rating it too high.

19. An insidious clause, unheard-of in any other instrument in any part of the world, and which has produced incalculable mischief to the contractor, was introduced into the contract, whereby the prices were subject to revision, at any time between the 1st and 7th of June.

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20. "The object of the parties," to quote the exact words of the contract, "being to fix such a rate of payment as to secure the company against future delinquency, and [???]TO ENABLE THE CONTRACTOR TO MAKE PROGRESS IN HIS WORK," the clause of "*revision*," was introduced for these specific purposes.

21. "*To enable the contractor to make progress in his work*," the price of the first section was reduced to 14½ cents per cubic yard, *although the Judge and the board knew that Mr. Randel had several weeks before let that section to sub-contractors at 14 cents!!!!*

22. Thus the compensation, fixed in a contract duly executed, was reduced from 27/10 cents per cubic yard to a beggarly 210 *half-cent beyond the price paid to the sub-contractors*, which, let me repeat, was the result of a "revision" one object of which was to "*enable the contractor to make progress in his work!!!!*" that is, breaking his legs and arms, to increase his speed and dexterity!

23. The following are the two scales of prices:—

All excavation of the deep cutting. Contract scale. B. Wright's revised scale. First ten feet cents per cubic foot 16 7–10 14 1–2 From 10 to 20 22 1–2 20 From 20 to 30 28 27 From 30 to 40 33 1–2 36 From 40 to 50 39 46 From 50 to 60 44 1–2 57 From 60 to 70 50 70 82–100 Below 70 61 1–10

24. The first section of ten feet, of the deep cutting, comprised 540,000 cubic yards, nearly a fourth part of the whole of Mr. Randel's excavation. At 16 7/10 cents per yard, it would have amounted to \$90,180

25. At 14 cents, the rate at which it was let to sub-contractors, it came to 75,600

Leaving a balance in favour of Mr. Randel, of \$14,580

26. At 14½ cents per cubic yard, according to the revision, the amount of 540,000 yards was \$78,300

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27. At 14 cents, as above, to sub-contractors 75,600

Total remaining to Mr. Randel by the revision on a disbursement of \$75,600, not much more than a commission merchant would charge for the collection of debts, and remitting the proceeds. \$2,700\*

\* Mr. W. a member of the board, as fair and honourable a man as any in the city, has undertaken to defend the reduction, on a frivolous ground, which shows how completely he and the other members had surrendered their judgment into the hands of Judge Wright. He told me that Mr. Randel had let the first *twelve* feet in depth at fourteen cents—and, as he was to receive twenty cents from the board, for the second ten feet, he would be indemnified by the six cents extra he was to receive for the first *two* feet of the second section! It is easy to see how extremely fallacious this reasoning is. If Mr. Randel was to receive for the second ten feet, or any part of it, fifty cents, or even a dollar, per cubic yard, would it enable him to meet the current losses he sustained by the iniquitous and oppressive reduction on 540,000 cubic yards of the first section, which must be removed before he arrived at the second?

28. The reduction was made retrospective—and Mr. Randel was obliged to refund about \$1000.†

† A miserable quibble has been raised on the word “*refund*”—Mr. Randel not *h??ing* actually *returned* the money. It was *only deducted* from the immediate subsequent payments! What a mighty difference! How forlorn the cause—whose advocate, a man of handsome talents, was reduced to have recourse to such a quibble!

29. On the 24th of September, 1824, Paul Beck, Esq. resigned 11 his seat at the board, and, among the reasons for his resignation, assigned *the rigour and injustice Mr. Randel at that early period experienced from the majority.*

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“I have unfortunately differed from a majority of the board as to the merit, ability, and correctness of Mr. Randel, *who, from the description of the last report of your committee, is going fast to ruin*, and particularly since he has been engaged on the lock-pit, and Eckstein's drain, not, in my opinion, *from any fault of his, but from the error of others*, as will fully appear from the reports of *your engineer*.”

Mr. Beck here states work done, and payments made thereon, which, he adds, allows—

“Only 636 dollars, for one month's work on lock-pit, and two weeks' work on head of pond, although it is known to every member of your board, that *upwards of one hundred men have been daily employed on the former, and more than twenty men daily at the latter*, at an expense to Mr. Randel of about 2500 dollars, and consequently is *a loss to him of upwards of 1800 dollars*, which it is hardly probable that he can bear to lose in one month. I cannot, under these circumstances, conscientiously sit longer at the board. I therefore take this opportunity of resigning my seat. PAUL BECK.”

30. On the approach of winter, Nov. 25, 1824, when the meadows were likely to be under water, if they were not actually so—when the excavation of them was attended not merely with great additional expense, but with very considerable risque of health, and even of life, to the contractor and his labourers—when every motive of humanity and justice forbad undertaking that portion of the work—when no conceivable advantage could result from the execution of it at that inclement season—and when, on the contrary, the work could not by any means be so completely or permanently performed as in the summer, Robert Wharton and Caleb Newbold, Esqrs. the Committee of Works, chose that very auspicious time, to direct it to be commenced!!! Orders to this effect, couched in the most imperious style, as from a Russian prince to his serf, were issued by the assistant engineer to the contractor:—

*Engineering Department Chesapeake and Delaware Canal, Nov. 25, 1824.*

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“SIR—In accordance with directions received from the sub-committee of works, Messrs. Wharton and Newbold, *I must require you to go on now with the bottoming of Eckstein's Drain, which is under your special charge; and you will see the necessity of expediting the work, when I apprise you, that if immediate attention is not paid to the requisition of the sub-committee, I am directed to report to the committee of works through their chairman!!*

“I am also directed to inform the committee of the progress made in the meadow excavation; and in case your machine should not answer, to inform you that the committee expect you to apply other means; as *that work MUST BE DONE!*

HENRY WRIGHT, First Assistant Engineer Chesapeake and Delaware Canal Co. *John Randel, Jun. Esq.*”

31. These orders were *humanely* repeated in the *mild and favourable* season of *February and March, 1825!*

32. In violation of the contract, which directed payment to be made every fortnight, the committee of works passed a resolve that no certificate should be given by the engineer for excavation on the meadows, unless “*the work went to bottom,*” 12 “*except otherwise directed by the engineer.*” A direction very likely to be given truly!

*Chesapeake and Delaware Canal Office, Nov. 4, 1824.*

*Resolved, That hereafter no certificate be granted by the engineer to the contractor for any work done on the canal or drains, on Sect. No. 3, unless the work goes to bottom, except otherwise directed by the engineer.*

Extract from the minutes of the Committee of Works, C. NEWBOLD, Jun. *Secretary.*

33. The whole of the excavation to be done by Mr. Randel in “not less than four years” was *Cubic yds. 2,445,321*

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34. On the 1st of June, 1825, that is, *in thirteen months* from the commencement of the contract, the board of directors published a report, stating that the excavation on Mr. Randel's section, was 1,010,717

Leaving to be done *in thirty-five months* 1,434,604

35. Thus in 13 months, or 13/48ths of the period stipulated by the contract, Mr. Randel had excavated 10/24ths of his section, leaving only 14/24ths to be excavated in 35 months!

36. Mr. Dexter's section, I understand,\*

\* I say "I understand"—because I am not absolutely certain on the subject. I applied to the board, as one of their constituents, for information, and they very indecorously, "took no order on my application," as their secretary informed me. There is almost as much mystery in their proceedings, as in the Eleusinian sacrifices of old.

is only one-third of the whole, equal to one-half of Mr. Randel's—and on the 1st of June, he had excavated, according to the report of the board, only 412,470 cubic yards.

37. Thus Mr. Randel had, according to their own report, excavated 40 per cent. in proportion more than Mr. Dexter. Yet,

38. No certificate is given of Mr. Dexter's "unreasonable neglect."

39. On the same day of the same month, the same board of directors, in the same report, for the information of the stockholders, bore strong and overwhelming testimony to the fidelity of the contractors, by stating that notwithstanding "*the labourers had suffered by the usual autumnal fevers of the country, at no time had the work been suspended, or even materially interrupted.*"

40. In another part of the same report, after conveying a slight censure on Mr. Randel, stating that they "are sorry to say that the excavations on the meadows have not been

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prosecuted by the contractor, with that vigour which would have comported with the wishes and orders of the board”—they compliment him by saying, that “on other parts of the work, *considerable zeal and spirit have been manifested.*”

41. Judge Wright, while in the regular receipt of a large salary from the board, had spent the chief part of the spring, and nearly the whole of the summer, (all together about five months,) surveying sites for the Lackawaxen Canal—for a Canal between the Delaware and Schuylkill—for the New York Water Works Company, of which he is appointed president—and, I believe, for the Delaware and Raritan Canal, of which he is appointed commissioner by law—thus devoting one month out of six to the Chesapeake and Delaware Canal, of which he is engineer in chief. If he can “*abandon*” 13 the canal for five months out of the half year, surely he might retire for the sixth.

42. After the accusing Judge had thus “*neglected his own duty,*” he made his appearance in Delaware for two or three days in July, for the purpose of destroying the unfortunate and devoted contractor; whereas the latter had never lost one single day, except when confined to his bed by sickness. He was braving danger to health and life in an insalubrious climate—struggling with difficulties of every kind, wantonly and insidiously thrown in his way, by those from whom he had a right to expect support and protection.

43. In eight weeks, from the time of the explicit declarations in favour of the contractor, by the board, as stated above, that is to say, on the 30th of July, Judge Wright, the engineer in chief, presented a certificate to the board of directors, stating that “John Randel, jun. *had unreasonably neglected to “prosecute his contract.”*

“ *To the President and Directors of the Chesapeake and Delaware Canal.*

“ Gentlemen—It being my *opinion* that John Randel, jr. “has unreasonably neglected,” and still “does unreasonably neglect,” to prosecute his contract made with the Chesapeake and Delaware Canal Company, by articles of agreement made on the 26th day of March, 1824,

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I hereby, as engineer in chief for the time being, in the employ of the said company, do certify the same to the Chesapeake and Delaware Canal Company.

BENJAMIN WRIGHT, Engineer in Chief of the Chesapeake and Delaware Canal Co.  
*Philadelphia, July 30 th, 1825.*“

44. On the 10th of September, Mr. Randel received a notice of the Judge's certificate, which notice, dated the 5th, required him to appear before the board, on the 19th, to vindicate himself.

45. On the 12th he sent a respectful request for the simple act of justice, to have a written specification of the accusation.

“ *To the President and Directors of the Chesapeake and Delaware Canal Company.*

“Philadelphia, 12th Sept. 1825.

“ Gentlemen—I did not receive till the 10th inst. the copy of your resolution of the 5th, founded on Mr. Wright's certificate of the 30th of July, announcing his opinion, as engineer in Chief of the Chesapeake and Delaware Canal Company, that I have unreasonably neglected, and still do unreasonably neglect, to prosecute my contract with you. It is in my power, and I shall have great satisfaction to submit to you, on the 19th instant, unquestionable proof, that the chief engineer's opinion is without any foundation; and I return my acknowledgments for the opportunity you have kindly, as well as justly, afforded me, of fully explaining his, and vindicating my, proceedings under the contract. For that purpose all that I need or that will be necessary, in addition to the means now in my hands, is *a written statement of the particular facts and circumstances on which his opinion is founded*, which I beg leave respectfully to request that you will have the goodness to cause to be furnished to me by the 16th instant. I am, with great respect, your obedient servant, JOHN RANDEL, Jr.”

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46. *This reasonable application was rejected by a majority of 8 to 2!!*

*“ Chesapeake and Delaware Canal Office, Sept. 13, 1825.*

*“ Resolved, That the Secretary be instructed to inform Mr. Randel, that the request expressed in his letter of the 12 th inst. is not acceded to by this board.”*

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47. On the 19th Mr. Randel appeared before the board, and, by advice of his counsel, again made application for a written specification of the accusation.

48. *This request was rejected.*

49. At this meeting, oral queries or statements were put to Mr. Randel, which he committed to writing, and requested they might be examined and verified by the President and Secretary, as the amount of the accusation.

50. *This request was rejected.*

51. He requested four weeks to procure the testimony of persons at a distance.

52. *This request was also rejected.* He was allowed ten days.

53. In a letter of the 29th of September, from which the following is an extract, Mr. Randel proposed to refer the matters in dispute to the board of Engineers of the United States.

*“As the government of the United States are stockholders to the amount of nearly one-third of the capital stock of the canal, and as public confidence is most justly placed in the United States' Board of Engineers, I would most readily submit all matters in question to the determination of any of the members of that board.”*

54. *This reasonable offer was rejected.*

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55. On the 26th and 27th of September, Isaac C. Jones and George Gillaspay, Esqrs. members of the board, were at the Canal, and found, on a close examination, that there was a force of about 700 men employed on Mr. Randel's section.

56. Yet, on the 30th, three days afterwards, the board, by a majority of eight to two, passed a resolve, that "Mr. Randel *had ABANDONED his contract!!!*"

57. At this time, Mr. Randel had, by means of his own resources and those of his friends, *very nearly completed those three sections on which the price had been reduced by the revision*—on all of which he actually lost heavily, having expended to the amount all together, of 40,000 dollars beyond what he was *paid* by the company, including the \$23,000 lent by the board, for the chief part of which, (about \$21,000,) they hold his bonds. He was about to commence the remainder, on which the prices had been raised, whereby he would not only have reimbursed himself his heavy losses, but received that remuneration to which talents, industry, and perseverance are entitled.

58. He had ten boats ready for the removal of the excavated earth from the deep cutting, whereby he could execute that part of the work, for which he was to be allowed 36 and 46 cents per cubic yard, at nearly as cheap a rate as he had done that at 14½ and 20 cents, whereon he had used wheelbarrows and carts.

59. At this crisis, when he had, by an energy and perseverance rarely exceeded, overcome the infinite variety of difficulties thrown in his way, he was ignominiously dismissed as a defaulter, on the most frivolous and contemptible pretences, utterly void of foundation, and so completely ruined that he had to make an assignment of his property to satisfy his sureties and those who had advanced him money to prosecute this great work!!!

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60. The chief pretext for the dismissal of Mr. Randel is, that he has not excavated sufficiently on the meadows. Let us see how “a plain tale shall put this pretext down,” never to rise again.

61. The total amount of excavation and embankment to be executed on this part of the contract, was *cubic yards* 308,837

62. On the 30th of July, (the day of signing Judge Wright's precious *certificate*,) the quantity done in 15 months, as recorded in the company's books, was 152,630

Leaving to be done in 33 months 156,207

63. The whole amount of the excavation and embankment to be executed by Mr. Randel, on all the low grounds, of every description, was *cubic yds.* 493,717

64. On the 29th of August he had executed in 16 months 294,485

Leaving to be executed in 32 months 199,232

65. The whole amount of the excavation to be executed on the deep cut, was 1,839,077

Of which there was executed on the 29th of August, in 16 months 933,000

Leaving to be done in 32 months 906,077

56. Thus in 16 out of 48 months, a contractor who has been unjustly dismissed, for “*unreasonably neglecting to prosecute his contract*,” (who can read it without indignation and astonishment!) has executed above 60 per cent. of the work on which the accusation is founded! and above 50 per cent. of the remainder—that is, above half his contract, in one-third of the time stipulated, and this under a complication of difficulties which would have laid most other men prostrate.

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Having now briefly stated all the important facts of this outrageous case of oppression and injustice, unaccompanied by any argument, I might leave the subject to the decision of the reader, not doubting the result. But a few observations on some of the leading points, cannot be altogether useless.

### *The Revision of the Scale of Prices.*

It is impossible to consider this subject, without astonishment at the malicious and hostile spirit it displayed in its operation, to shackle, harass, and oppress, the unfortunate contractor. It deserves the most minute attention, as shedding strong light on the system of persecution followed throughout.

Judge Wright was an experienced engineer, and was capable of duly appreciating the proportion of the prices. He fixed in the contract the first ten feet containing 540,000 cubic yards at 16  $\frac{7}{10}$  cents. This was not sufficient. It ought to have been 18 or 20. However, at the specified rate, Mr. 16 Randel, availing himself of his own resources and those of his friends, would have been able to escape the numerous difficulties which the embarrassment of his finances, resulting from the revision, spread in his path. This price would have allowed him, beyond what he paid to sub-contractors, \$14,500, to meet the extraordinary expenses to which in their incipient stages all great undertakings are liable. But it was, as we have seen, reduced to the pitiful sum of \$2700.

The gradation of the prices next demands the most serious attention. The second and third sections rose by the revision at the rate of 5½ and 7 cents per cubic yard. But the residue rose at the rate of 9, 10, 11, and 13 cents. Now it is impossible that there could be a difference between the excavation from 40 to 50 feet deep of ten cents—from 50 to 60 of 11 cents—from 60 to 70 of 13 cents—and only 5½ between that from 10 to 20. Why this extraordinary difference? Was it not because it was calculated that Mr. Randel would be obliged by the stinted prices in the first instance to abandon the contract, and then the profitable part would fall to the share of some favourite?

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However extraordinary it may appear, it is unquestionably true, that the reduction of prices made by this revision, was an absolute, barefaced violation of the contract. That instrument states distinctly, that one of the two objects of the parties in the contract, is “*to enable the contractor to progress in his work.*” And, therefore, unless it can be proved, that a man is “*enabled to progress with work,*” by diminishing the means and resources by which it is to be accomplished, my position, that this is a violation of the contract, stands on as firm a basis as the rock of Gibraltar. The other provision, “to provide against future delinquencies,” could not, for a moment, be pretended to require the reduction; as the ten per cent. on the estimate reserved by the board afforded ample security.

*The order to excavate the meadows in the winter of 1824.*

On this order, I trust there can be but one opinion—that its object must have been to harass and oppress Mr. Randel—to subject him to unnecessary expense, inhumanly regardless of the risk of his health and life; and the health and lives of his labourers. It affords a clear and undeniable proof, that some of the leading members of the board, were deadly hostile to the contractor; for an order to execute such work at that particular time, could have emanated only from the most marked hostility. From this accusation, Messrs. Wharton and Newbold, the committee of works, may exculpate themselves if they can.

The contractor, in order to comply with it, went to great expense for dredging machines, which, but for this barbarous order, would have been wholly unnecessary. He had his labourers often floundering up to their middle in water—had many of them on the sick list—and was forced to give them an increase of wages.

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*The flagrant inconsistency between the Report of the Board of Directors, of June 1, 1825, and the Certificate of Judge Wright, of July 30.*

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The Board and the Judge are on the horns of a dilemma. One or other is committed by a statement utterly destitute of the shadow of foundation. As the statement of the Judge has been made the ground of unjustly wresting from a meritorious individual 50, 60, or 70,000 dollars—tarnishing his reputation—and involving him in ruin, the case requires critical examination.

We have seen that on the 1st of June, 1825, the board declared that “ *the work had never been suspended—nor even materially interrupted,* ” although “ *the labourers had suffered by the usual autumnal fevers of the country.* ” It cannot be denied by the most deadly enemy of the contractor, that this is full and complete testimony in his favour, *up to that time.* Yet on the 30th of July, when, and for months before, there was a force employed, of 6 or 700 men, (and oftentimes of 1000) the judge accused Mr. Randel, of having “ *unreasonably neglected and still continuing unreasonably to neglect the performance of his contract.* ” It would surely be mere waste of words to attempt to prove that both of these statements cannot be *true*: one must be *false*. If the board did not assert an untruth, it is impossible that in eight weeks such a “ *neglect* ” could have taken place, as to warrant the Judge's “ *certificate,* ” when, I repeat, the same number of men were employed during that time, as before. The misstatement, therefore, must have been wanton on the part of the Judge, calculated to produce, as it actually did produce, the ruin of the contractor.

*The Resolution of the Board declaring the abandonment of the Contract by Mr. Randel.*

After a mock trial on the part of the directors, they passed a resolution on the 30th of September, by a majority of eight to two, that Mr. Randel had “ *abandoned* his contract.”

This demands serious consideration, as involving the character of eight citizens, who, in private life, stand fair with the world.

What is the meaning of the word “ *abandon*?”

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Johnson, against whose authority in lexicography there lies no appeal, states its meaning to be—“ *to give up—resign—quit—desert—forsake.* ” Now, if Mr. Randel had not “ *given up—resigned—quitted—deserted* ”—or “ *forsaken* ” his contract, a mere schoolboy would at once unerringly pronounce that the resolution was founded in gross error.

Had he then done any of these things? No. Messrs. Isaac C. Jones and George Gillaspay, as stated among the facts, No. 55, who went down to the Canal to ascertain personally the real state of the case, found, on the 26th and 27th of September, that there was a force of 700 men employed!!! What then becomes of the miserable resolution, by which Messrs. James C. Fisher, Thomas P. Cope, Caleb Newbold, Jun. John K. Kane, Robert M. Lewis, Silas E. Weir, Robert Wharton, 3 18 and Thomas Fassit, cruelly and inhumanly involved in blight, and blast, and ruin, the fortunes, and, as far as in their power, the reputation of an individual, full as respectable for head and heart, and standing as high in character, where he is known, as any one of the eight!

*The refusal to furnish a written specification—to verify the oral interrogations—and to submit the merits of the case to the United States' Board of Engineers.*

Nothing can be more clear than the inference from these refusals, that the accusation would not stand examination—and that the majority of the board were afraid to commit themselves by a record of the frivolous pretexts on which the accusation was grounded—or to submit those pretexts to independent judges, above all suspicion of partiality.

A respectable citizen, who undertook their defence at a public meeting on the 15th inst. and supplied by talent and address the deficiencies of a miserable cause, stated that if the board furnished a specification, advantage might be taken of it in a court of justice, should Mr. Randel sue the directors! As the gentleman came to the meeting full charged to defend the board, he must have had this plea from some of the directors. It is “ *a precious confession,* ” and proves that the majority were fully aware of the injustice of their

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proceedings. If they had just grounds of dismissal, they would have defied the utmost scrutiny of a court of justice.

*What are the ostensible causes assigned by the majority for the dismissal of Mr. Randel?*

This is a question more easily asked than answered. They shroud themselves in mystery, and have never condescended to enlighten the public, or to exculpate themselves from the heavy charges brought against them. I shall state what I have gathered from their mystifications and those of their friends.

The citizen above referred to, stated at the meeting on the 15th, that Mr. Randel was engaged in excavating the profitable portion of the work, and it was suspected that when that was done, he would abandon the contract, and leave the unprofitable part undone, and that therefore his dismissal was necessary to prevent this consequence.

I pass over the unworthy insinuation which this implies, that the contractor is a swindler and a scoundrel, though his character, as drawn by Governor Clinton, Gen. Van Rensselaer, the Surveyor General of New York, and the Rev. Benjamin Allen,\* is fully equal to that gentleman's, or the proudest member of the board.

\* See page 7.

The failure of complying with the orders of the board in excavating the meadows and drains is the grand ground on which the expulsion of Mr. Randel is pretended to be justified. This subject requires to be considered under three aspects—first, as to the right of the board to direct this operation to be performed at any particular time—secondly, as to the necessity of doing it at the time ordered—and thirdly, as to the extent of the failure to comply with the order.

An examination of the contract will satisfactorily prove that it contains no such power. The contractor bound himself to execute the work in a certain time—the directors allowed him

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for the execution “ *not less than four years* ”—and there, as far as regards the present question, the rights and duties of the parties terminated. Mr. Randel was perfectly at liberty to proceed with such parts of the work as he might judge proper and find convenient. It is very true, if the time limited was so near expiring, that unless this portion was immediately begun and vigorously prosecuted, and the board had reason to believe it could not be seasonably executed, they would be authorized to insist on an immediate attention to the subject, and to exercise the power of declaring an abandonment, if compliance were refused. But certainly not otherwise. It will not be pretended that such a case existed.

But supposing the power clearly to exist in the contract, was it expedient or necessary to exercise it? Could any disadvantage whatever arise from the delay? Suppose this excavation at present finished completely, could the least possible benefit result from it? To these questions, and to a dozen more of the same tendency, which might be added, a negative answer must be returned.

The third point remains. Was the failure of such an extent, as to produce any inconvenience whatever—or to justify, by the most forced construction, the dismissal and total ruin of the contractor, as far as that could be effected by the board? Let us carefully examine.

We have seen that the whole amount of the excavation to be done, on the low grounds, of every description, was 493,717 cubic yards, of which, on the 29th of August, there was excavated 294,485, leaving only 199,232 to be done in 32 months. The amount of the sum stipulated to be paid for the whole of this excavation that remains, is only \$33,174! Would any man not wholly bereft of common sense, setting honesty aside, sacrifice his character for such a paltry object? Let it be distinctly observed, moreover, and the observation is all-important, that the ten per cent. on the estimate, reserved in the hands of the board, would far more than cover this sum when the rest of the work was done. Can we for a moment hesitate to pronounce this one of the most feeble pleas that ever were offered by a respectable man?

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I have heard others defend the majority on different, but not more tenable grounds. They say that Mr. Randel's circumstances were so embarrassed, that he could not complete his contract, and therefore the sooner they got rid of him the better, with the least loss to the company.

This reminds me of an analogous eastern tale which I read when I was young. A certain giant having caught an itinerant bard, cut his tongue out, broke his harp, and then ordered him to sing and play on his instrument; and on his noncompliance, cut his head off. The judge and the board have neither cut out Mr. Randel's tongue, nor chopped off his head. <sup>20</sup> But after having, by the shameful and iniquitous revision of prices, and various other means as unjustifiable, crippled him in his operations, and embarrassed him in his finances, they allege this very embarrassment as a reason for ruining him completely! It is difficult to conceive of any thing more shocking or monstrous.

I have heard another reason assigned for the dismissal, which, I have strong reasons to believe, came pretty directly from one of the majority. It is, that Judge Wright informed the board, that he would not co-operate with Mr. Randel—that they must therefore choose between them—and that preferring Judge Wright, they took the method we have seen to expel the contractor. If this be true, it caps the climax completely; and shows that the various measures adopted by the Judge to cripple, and harass, and force Mr. Randel to abandon his contract, having failed, he was determined to do boldly and openly, what could not be effected by indirect means.

The reader will learn with surprize and indignation, that among the statements or queries offend to Mr. R. at the memorable mock trial, (a handsome copy after the proceedings of the celebrated star chamber of the Stuart race,) were, that he had not men enough employed in this, that, or the other place—that he had disobeyed the unfeeling orders of Nov. 25, 1824, and Feb. and March, 1825, for the meadow excavation—that “ *he worked upon the summit, where it is profitable, thus wishing to obtain an accumulation of payments* ”—and finally, though last not least, that “ *he had not dressed the tow path,*

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*when ordered, by which the works were an eye-sore to the public!*” Such is the precise language, as taken down on the spot.

For the honour of human nature I deeply regret being obliged to travel over such folly and nonsense, which, but for the fatal consequences, would be fit subjects for ridicule. If we had not the melancholy evidence before us, it would be difficult to conceive that there could be found in the whole community, eight men who could commit themselves on such a sandy foundation.

Those who have thought proper to read this pamphlet with attention, will, I trust, agree in the following deductions:—

1. That the insertion of the clause of revision was a most insidious measure, calculated to entrap the contractor.
2. That it appears probable that the contract was drawn up with so much rigour in order to prevent Mr. Randel from signing, or, if he did sign, to put it in the power of the board to dismiss him at any time.
3. That the inevitable consequences of the reduction of the price of the three first sections of the excavation—a consequence which must have been foreseen by Judge Wright—was to distress and embarrass the contractor, and to impede him in all his operations.
4. That this was a violation not merely of the spirit but of the letter of the contract, in which it is assigned as one of the two 21 reasons of the revision, that it was “*to enable the contractor to progress in his work.*”
5. That this affords a fair and irrefutable presumption of a deadly hostility on the part of Judge Wright against Mr. Randel, and shows that the majority of the board, if they understood the effect, must have entered into his views.

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6. That the peremptory order to excavate the meadows in the winter, was cruel and inhuman.

7. That the speedy completion of this magnificent undertaking wherein the whole nation is interested, was obstructed for the gratification of personal resentment!

8. That the certificate of the Judge, of neglecting the performance of the contract, and the resolution of abandonment by the board, were not only not true, but the reverse of truth.

9. That the reasons assigned for the dismissal of the contractor, are hollow and fallacious.

10. That the refusal of a specification, and the refusal to submit the case to the board of engineers of the United States, are proofs that the majority of the board were conscious that their conduct would not bear examination.

11. That to dismiss a man who has engaged in a large undertaking, when he has gone through the losing portion of it, and is ready to commence that portion by which he is to be indemnified, is dishonest and unjust.

12. That Mr. Randel, to whom we actually owe the present location of the canal, and who saved the company \$142,000, was entitled to great indulgence, even if he had been somewhat deficient.

13. That he was in advance on every part of his contract.

14. That the suggestion of Mr. Randel's intending to abandon the contract, as soon as he had done the profitable part of it, is a most slanderous aspersion.

15. That there is not one member of the board, who deserves a higher character than Mr. Randel has brought from the place of his birth and education, where he was universally known.

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Let me suppose a case. The directors of the Bank of the United States employed Mr. Strickland to build the banking-house, for suppose \$300,000. Suppose they had divided the work into six sections, each of \$50,000—that they had introduced a clause into the contract, whereby they might revise the prices within a certain time—that they had thus revised them, and fixed the prices of the three first sections so low, (say only \$25,000 each,) that the architect not only was not remunerated for his time, trouble, and talents, but had actually to borrow of them \$23,000—and disburse \$17,000 more of his own funds and those of his friends—that when he had done one-half the work, and while he was fully employed, they were to pass a resolution that he had abandoned his contract, and dismiss him, having \$225,000 remaining to complete the residue of the work; what name would this trick, or the cunning men who played it, deserve?

I make no application. *Qui potest capere, capiat.*

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P. S. Just as this sheet was going to press, I discovered that the reduction of the scale of prices was the operation of the board, or at least purports so to be, though it is not easy to conceive how they could be expert enough to decide on the subject. The contractor making objections, the judge, who is universal umpire, pronounced sentence against him as follows:—

“I, the subscriber, as engineer in chief of the Chesapeake and Delaware Canal, do hereby certify, that the foregoing schedule of prices, (see antea page 10,) as adopted by the board of directors this day, are *EQUITABLE* and *JUST*, and *according to the meaning and intention of the contracting parties*: and, as umpire, I hereby ratify and confirm the same. Witness my hand, &c. &c.

BENJAMIN WRIGHT, Engineer.

*Philadelphia, June 5, 1825.*

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Lo and behold, courteous reader, the scale of prices, pronounced by Judge Wright to be “ *equitable and just,* ” allowed Mr. Randel, as already two or three times stated, *one half cent per cubic yard beyond what he himself paid for the excavation!* —that is, \$2700 for nine months services, to support himself, pay clerks and assistant engineers, build houses, purchase tools, &c. &c. If this be *equity* or *justice* what is *iniquity* or *injustice*?

I here quote two portraits taken from my “Last Appeal.”

“I invite the reader's attention to what John Randel *was,* and what he *is.* How great, how appalling the contrast!

“When he arrived in Philadelphia, he ranked high in honour and reputation in his native state, New York, where he enjoyed the friendship and confidence of some of the most distinguished characters, who duly appreciated his energy and his talents. He was possessed of an independent fortune—in excellent health—a bright career of prosperity open before him, in a department as much in request, and as highly useful as any in the country, a department in which he had few competitors. In a word, however ardent his ambition, there were few men with whom he could wish to change situations. Such was John Randel!

What *is* he now? His reputation assailed by foul calumny; his professional talents depreciated; his fortunes and prospects blasted, just at the moment, when—after wading through, and, by an energy rarely equalled, overcoming a mass of difficulties, which few men could have successfully contended with—he was about to reap the golden harvest of his labours; his friends embarrassed and distressed by the aids afforded him to carry on this magnificent undertaking; his health destroyed by too sedulous an attention to the affairs of an ungrateful board, from the majority of whom he has experienced nothing but unkindness throughout his whole career; his spirits sunk; his heart almost broken with distress and vexation, by such a requital of the most faithful services. Such is John Randel!

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*To the President and Directors of the Chesapeake and Delaware Canal Company.*

“ Gentlemen,

”I have received this morning, with equal surprise and affliction, your resolution of the 30th Sept. I hope it is no satisfaction to you or to any one else to know, that having sacrificed my health by unwearied exertion and exposure in your service, *you have now employed your combined power and influence to ruin my fortune and my reputation, and to leave me as a reward for all I have done and suffered, nothing but sickness and sorrow, and perhaps a broken heart.* When I think of what I was, and of what I am become, by an honest endeavour to serve you and the public; when I reflect that my time, my strength, and my humble means have been consumed in the prosecution of the work under your charge; and that with the full benefit of them all, you have thus suddenly laid upon me the weight of your destructive power, I confess that I am unable to realize the change. *A feeble, humble, unaided individual, almost a stranger to this community, exposed for a long time past to the arts of malignant private enmity, as well as to the open hostility of those who hated me for selecting the route which you have adopted;* suffering daily from injurious slanders put in circulation by concealed defamers; and aware of a systematic determination from the beginning to counteract and destroy my exertions, and drive me from the work, I could have no reliance for support but upon my own honest intentions and the liberal interpretation of them by the Board. Judge, then, of my feelings, when, (after repeated evidences of want of kindness and justice on the part of the Board, which I had hoped would not recur,) I found that *I was condemned, without even the common forms of justice, by that very Board.* I not only had not the opportunity of a frank and friendly explanation, but I had not a hearing. It was a mockery—pardon the strength of the expression—it was a cruel mockery to call upon me to vindicate and explain, and at the same time to refuse to tell me the charges I was to explain, or against which I was to vindicate myself. It was a cruel and oppressive mockery, because it was a distinct intimation that the blow was already struck; that all explanation and vindication would be

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vain; and that the real motives were of such a nature that they would not bear exposure. The refusal to give a reasonable time was of the same character. I forbear, however, at present, to state my just grounds of complaint, and confine myself to a single purpose, which is to send you the enclosed protest, with an entreaty that it may stand recorded with the resolution to which it refers.

Your's, &c. JOHN RANDEL, jun.

*Philada. Oct. 1, 1825.*"

(Copy.)

"John Randel, jun. protests against the proceedings and resolution of the President and Directors of the Chesapeake and Delaware Canal Company, of the 30th of September, 1825.

1. Because he has not abandoned the contract entered into between the President and Directors of the Chesapeake and Delaware Canal Company and himself.
2. Because he has fully complied with his contract up to the present time, and is ready and willing to proceed to the completion of all the work by him contracted to be done.
3. Because no specific charges of neglect or omission have been communicated to him, although they have been repeatedly and earnestly demanded.
4. Because opportunity has been denied him, (although earnestly demanded,) of defence against a vague and indefinite accusation.
5. Because the proceedings and resolution are in themselves unnecessary, partial, and unjust, the result of no exercise of judgment on the part of the Directors, injurious to the interests of the stockholders, and ruinous to the contractor.

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JOHN RANDEL, jun.

*October 1, 1825.*"

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