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REPORT

OF THE

COMMISSIONER AND REGISTER

OF THE

DES MOINES RIVER IMPROVEMENT

TO THE

GOVERNOR OF IOWA.

IOWA CITY:

WM. H. MERRITT, STATE PRINTER.

.....

1852.

REPORT

OFFICE OF DESMOINES RIVER IMPROVEMENT,
OTTUMWA, NOV. 30, 1852.

His Excellency Stephen Hempstead

Governor of Iowa:

Sir: In the Report of the undersigned, of the first of December last, we were enabled to communicate the gratifying fact of the final settlement of the question as to the extension of the Des Moines River Congressional Grant, from the Raccoon Fork to the source of the River, whereby a million of acres more of land were secured for the use of its improvement.

We have now the satisfaction of announcing the re-opening of the river for navigation after its obstruction, by dams and other obstacles, during several years past.

Thus, two points of great importance to the work under our charge, as well as to the public interests generally, have been attained. The Congressional Grant—limited to the 321,800 acres lying below the Raccoon Fork, when the undersigned took charge of the work as Commissioner and Register, in March, 1851—has been made to embrace more than quadruple that amount; while the River—then and for several years previously, wholly useless for all purposes of navigation, in consequence of the Dams and Locks put into it prior to the commencement of the Improvement, and the unfinished condition of those undertaken to be erected by the State—is again open for the passage of boats, from its mouth to the Raccoon Fork.

The results accomplished by the attainment of the two points mentioned are; first: a channel is opened through which a market may be reached, during a portion of each year, for the surplus products of the entire valley, and articles of merchandise supplied to its inhabitants at a cost reduced many fold below the rate of transportation by ordinary land carriage; and, secondly: the magnificent acquisition of a million of acres of land secures the certain basis through which the entire work can be completed, if the people of the State, through their own action, and that of their Representatives in the Legislature, will that it be done!

Having, in our last report---200 surplus copies of which, procured to be printed for circulation at the time it was made, are now herewith furnished for the use of the Legislative assembly---gone into a history of the condition and progress of the work, from the period when the undersigned became connected with it until the date of that Report, it is deemed unnecessary to do more at present than make a general reference to its contents. It embraces a full statement of the settlement of the vexed question in regard to the extent of the Congressional Grant, together with the opinions of the eminent men who acted as counsel in the case, and every other matter of any interest connected with the work between the periods referred to, and which need not, therefore, be repeated here.

CONTRACT WITH BANGS, BROTHERS & CO.

Frequent reference is made, in that Report, to the contract entered into by the undersigned, on the 9th of August 1851, with the firm of Bangs Brothers & Co, of New York, which provided for the completion of the entire work, from the mouth of the river to Fort Des Moines, within four years from the time when a confirmation should be secured of the extension of the grant above the Raccoon Fork; and, to the making of which contract was attributed, mainly, the obtaining of such confirmation when it occurred. The undersigned reiterate that opinion now, and confidently state that, but for the making of the contract referred to, at the particular time when it was made, the grant of lands for the improvement of the Des Moines River would still have been limited, this day, to the Raccoon Fork as its northern terminus, and, in all reasonable probability, would not have been extended beyond that point for years to come---if ever. Events that have subsequently transpired have given renewed strength to this conviction.

By the terms of the contract of Bangs Brothers & Co., they were to furnish the money to pay for all work done on the three jobs at Croton, Bonaparte, and Bentonsport, after the date of the contract, on monthly estimates of the Engineer, commencing on the 1st of October, 18 51. This they failed to do, on the first estimate that was made, which amounted to over \$ 12,000; whereas the amount remitted by them to meet it was but \$ 5,000---for which an agent had to be sent, first to St. Louis, and afterwards to Ottumwa, before the money was procured. They made no subsequent remittance, to the amount of a

dollar, to meet the monthly estimates, nor have any of the firm been in the State, to bestow their attention upon the work, or for any other object, until the arrival of one of their number here some few weeks since. Their contract requires, not only that the whole work, from the mouth of the river to Fort Des Moines, shall be completed within four years from the time when the lands above the Raccoon Fork are secured—to wit: four years from the 29th of October 1851, when they were secured, by the rescinding of the adverse decision of the Secretary of the Interior—but it requires, further, that not less than one fourth of the aggregate of work to be done, shall be expended *in each year*, until the completion of the whole Improvement. Yet, upwards of a year has elapsed, and nothing has been done by Messrs. Bangs Brother & Co. Letters and Telegraphic dispatches received from this firm, or some of its members, in December last, authorized the Register to draw on them for an amount sufficient to meet the estimates for work done on the Croton, Bonaparte and Bentonsport jobs, payable at the American Exchange Bank in the City of New York; which was done accordingly, and the drafts sold, mostly in Keokuk and St. Louis, as became indispensably necessary, in order to make payments on the work referred to; and thus to carry them forward, that they might at last be placed in a condition to admit of the passage of boats. This was expressly required to be done by the 1st of February, 1852, under the terms of the contract with Bangs Brother & Co., and would have been done, unquestionably, had they complied with those terms, in furnishing the money to meet the estimates. Having failed to do so, it was not accomplished until during the month last past, when, by the same terms, the jobs at the three points mentioned were to have been, and should have been, not merely passable for boats, at all times, but *entirely completed*.

The drafts drawn by the Register on Bangs, Brothers & Co., in conformity with the authority given by them so to do—and which were sold by the Commissioner, as above stated—were not paid at maturity, but suffered to be protested, and sent back here for collection. Hence it became necessary, for the double purpose of meeting the payment of those drafts, and proceeding with the works above mentioned, to resort to a sale of lands to effect those objects. Bangs, Brothers & Co. in wholly failing to make any arrangements to carry forward the works, with a view to their completion within the four years, or to do one one-fourth of the aggregate amount of what had

to be done, within the first year, as well as in failing to meet the payment of the monthly estimates of each month, from October to February, had most clearly forfeited their contract; and, at a meeting of the undersigned, at Ottumwa, on the 18th of February, 1852, a declaration to that effect was formally made, and entered of record, a copy of which, marked (A) accompanies this report.

There are two provisions in the contract with Bangs, Brothers & Co., which were strongly objected to by the undersigned at the time it was made, and as strongly urged by the person acting for that firm. Those provisions, in fact, were made by him a *sine qua non*—without which no contract could be made; and, as stated in our former report, it was, upon mature deliberation, after a full view of the condition of the work—then as unpromising as it well could be—deemed advisable, upon the whole, to accept the obnoxious terms, rather than make no contract at all, and permit the works to stand unfinished, with no reasonable prospect of doing any thing further upon them. The provisions referred to are those permitting an increased price to be placed upon the lands, beyond \$1,25 per acre, and the addition of twenty per cent, on the aggregate amount to be paid to the contractors, over and above the prices specified for all the different items named in the contract. The latter of those provisions, however, seemed less objectionable than the former; because, fully aware of the impossibility of selling lands fast enough to carry the work forward with any degree of vigor and rapidity, some such step was obviously necessary, to the minds of the undersigned, in order to enable the contractors to raise the large amount of funds required; and it was with that object, chiefly, if not wholly, that the twenty per cent clause was permitted to become a part of the contract. The person with whom the negotiations, with the undersigned, on the part of Bangs, Brothers & Co. were conducted—Mr. Anson Bangs—insisted repeatedly, and most earnestly, in the progress of those negotiations, that this clause with regard to the additional twenty per cent, would, *most certainly*, enable them to raise all the money necessary to prosecute the work vigorously to a completion, in accordance with the terms of the contract, by selling the certificates of Indebtedness, or “Bonds,” to be issued to them, that much under par, if it became necessary; and the undersigned were led to suppose that, with the lands above the Raccoon Fork once secured as a basis for the security of the payment of such certificates, the requisite funds might very probably thus be procured. This,

then, as already stated, was the great leading, and controlling object, with which the clause allowing the additional twenty per cent was permitted finally to find a place in the contract—as its terms go clearly to show. In very truth, it may be said to have been almost the sole object; the other considerations mentioned therein being of entirely secondary importance, and so regarded and treated, during the whole pendency of the negotiations. The forfeiture of the contract, on the part of Bangs Brothers & Co., rids the improvement of all liability to that firm, the payment of the twenty per cent of course included, and the lands from subjection to a rise of price beyond \$1.25 per acre.

NEGOTIATIONS AND CORRESPONDENCE WITH CAPITALISTS AND CONTRACTORS.

When, after having waited some two or three months to ascertain the result, it was perfectly obvious that Bangs Brothers & Co. would not proceed under their contract, agreeably to its terms, and after the undersigned had accordingly declared that contract forfeited, it became necessary to take some new step, to progress with the Improvement. It was quite certain that, even with the grant confined above the Raccoon Fork, the sales of lands would be to so limited an extent that comparatively little could be done towards paying off the large debt already incurred, and at the same time undertaking several new jobs, in addition to completing the old ones already under construction. It was thought, therefore, by the undersigned, after a consultation between them upon the subject, that the interests of the work imperatively demanded renewed efforts, on their part, to engage other parties to undertake its completion, who might prove competent to the task. The securing of the extension of the grant was a new element of strength, in any future negotiations having that object in view, and which it was reasonably supposed would ensure its accomplishment. Accordingly, it was decided that the commissioner should visit some of the Eastern States for the purpose mentioned; which he did, leaving home early in March last, and not returning until towards the last of June. During his absence he was in almost daily communication with individuals and companies in the states of Ohio, Pennsylvania, and New York, who either were then, or had been previously engaged extensively in Internal Improvement operations, in

those and other states—and several of whom evinced an earnest wish to become connected with our works. Some of those parties gave promises that they would visit Iowa, during the summer or fall, to examine the country with a view to becoming engaged on the Des Moines River Improvement. Perhaps the best known of those companies, to the people of Iowa, is one composed of Messrs. Sturges, Forrer and Hosmer, of Ohio, whose large operations, and energy and success, in whatever they undertake, have given them a widely extended reputation. They have been recently engaged upon a job in Indiana—the construction of a canal from Evansville, on the Ohio river, into the interior of the state—which was commenced by them only a year ago last spring, and is probably now completed, at a cost of some \$700,000. The employment of that company upon our work, could it be accomplished, would, it is confidently believed, ensure its speedy completion; and hence the Commissioner was most desirous of effecting it. For that purpose he made a visit of some time in Ohio, and subsequently met one of the members of the firm in the city of New York, where several interviews were had between them. The reasons why those gentlemen were not enabled to make their promised visit to Iowa, this season, as well as the views entertained by them with regard to our Improvement, and the course best, in their opinion, to be adopted to secure its completion, will be found stated in two letters each from Mr. Forrer and Mr. Sturges, received by the Commissioner since his return home last summer, and copies of which accompany this Report, marked (B.)

The Commissioner saw also, and conferred with, numerous other parties in Pennsylvania and New York, several of whom expressed a determination to visit Iowa in the course of the summer—but none of whom have done so. One company especially, with whom he met in Harrisburg, composed of a number of prominent citizens of Pennsylvania, had just made a formal proposition to its Legislature to lease the whole public works of the state for a period of ten years, at an annual rent of a million of dollars. Some of the more active of the members of this company, having given a careful examination to the Des Moines Improvement project, and all the papers in the case, which were submitted to them by the Commissioner for that purpose, stated that, in the event of the failure of their proposition, then pending before the Pennsylvania Legislature, they would very probably make one for our work, after having first visited Iowa, du-

ring the summer, for the purpose of examining it and the country. Yet they have not come, nor has aught further been heard from them upon the subject.

While in the city of New York, it was deemed by the Commissioner well worth while to endeavor to ascertain what might possibly be done in regard to raising funds, through the capitalists there—the great focus of all the monetary transactions of the country—for constructing our work; and he accordingly opened negotiations, looking to that end, with a number of the longest established, and best known houses in that city. Those negotiations were, in their earlier stages, of quite a highly encouraging character; and there were strong grounds for belief by the Commissioner that he should be enabled, before leaving New York, to lay the certain foundation for obtaining, if not all that would have been desirable, an amount sufficient at least to carry the work ahead vigorously for a year or two to come. Difficulties and objections were of course raised, from time to time, by those to whom the subject was presented, but these were, in many instances, overcome by explanations, in repeated interviews, and the matter seemed in a fair way of complete consummation, when the reported passage, through the U. S. House of Representatives, (then in session) of the “Homestead,” or “Free Farm” bill, by a vote of more than 2 to 1, and its consequent probable passage through the Senate also, put a stop at once to further proceedings. The ground was then taken, by all those with whom such negotiations had been pending, as it had been previously by some of their number, that, in order to raise the required amount to carry forward our work, the lands—most mistakenly conceived by them to be rendered less valuable in consequence of the probability of the “Homestead” bill becoming a law—*were not a sufficient security* on which to base a large loan; and that nothing short of the credit of the state, to back it, would then do for that purpose. The commissioner sought earnestly to explain, and to demonstrate, that the effect of the passage of the “Free Farm” bill, on the the value of the Des Moines river lands, would not, and from the facts of the case as they plainly stood, could not, be such as seemed to be apprehended—but exactly the reverse; as the “giving away” of the alternate sections belonging to the United States, and the consequent immediate *settlement and improvement* of those lands—most certain to follow such “giving way”—would, as a matter of course, greatly enhance the value of the other alternate sec-

tions, granted to Iowa, which would thus become, the more speedily, *surrounded by improved farms*; nor did the Commissioner omit to urge his personal experience in land operations in the west, for a long series of years, while acting as a Public Land Officer, to establish this point—but all to no purpose. The unfounded idea appeared to have gained complete control of the minds of the money lenders and their agents, that the “giving away” of fourteen hundred millions—that is the amount still owned by the U. S.—of acres of land, through the operation of the “Homestead” bill, was certainly going to render all other unimproved lands in the West, those granted for the Des Moines Improvement included, unsaleable for years and years to come—and this impression it seemed impossible wholly to remove.

The Commissioner, having spent some six weeks in New York, engaged in such negotiations, thus brought to a close, addressed a communication to some two or three of the houses with whom he had been negotiating, in order to elicit their views of the subject, in writing, under the turn which the matter had taken; and, submitted herewith, marked (C) will be found copies of his letter, with the answers of the houses referred to, to-wit: Messrs. Duncan, Sherman & Co.; James G. King & Sons; and Simeon Draper—all of eminent standing, both at home and abroad, among dealers in American stocks and securities.

DECISION UPON THE GRANT ABOVE RACCOON FORK.

Shortly after the action of the Cabinet at Washington, in reference to the extent of the Congressional grant, the result of which was communicated to the Commissioner by the Secretary of the Interior, in his letter of October 29, 1851—unfortunately misprinted, with an important omission, as it first appeared in the newspapers—a question was raised, through the public press, whether that action was, in fact, a *final* settlement of the matter; or whether Congress, or the judicial tribunals of the country, might not yet have to take some further step, before it could be reduced to a finality. Immediately on observing this mistaken suggestion, the Commissioner, in a letter addressed by him to the public, in regard to that and other points of interest, connected with the work, remarked: “By the way, I observe that the letter of Mr. Stuart, making this decision (a copy of which was enclosed in one to me, at Washington, as soon as it was placed in the hands of

Mr. Butterfield—the Commissioner of the General Land Office) is published in several of the papers in this state, and pointed to by some of them as evidence that the question as to the extension of the Des Moines grant above the Raccoon Fork is not yet settled; and that we shall have yet to go to ‘Congress or the Courts’ before it can be settled.” * * * * *

“The prevalence of any such impression as this is of course well calculated greatly to embarrass the work; and I, therefore, think it my duty to say, and I do say, promptly, and most confidently, that the recent action of the Cabinet, as communicated through the letter of the Secretary of the Interior, *docs* settle the question hitherto in controversy. That they themselves so regarded it, I have the best reasons for knowing—better, I think, than any here can have for a different opinion—and so it was regarded by every body in Washington, enemies as well as friends of the grant.”

“In the first place, Mr. Stuart’s letter—transmitted for publication first in another portion of the state, and copied here—is *not a true copy*, as it was communicated to me within the walls of the Interior Department, immediately after it was written; and I now furnish, herewith, a correct copy for publication. It will be seen, on comparing this true copy with that which has been published, that the words ‘*I am willing to recognize the claim of the state,*’ contained in the former, are wholly omitted from the latter—a most important omission!” * *

“Apprehensive that wrong constructions might be put upon this letter, even if given correctly to the public, without some explanations accompanying it, I refrained from sending it from Washington for publication; but kept it until I could return home to make those explanations; and I particularly regret that it has found its way into the press, in its mutilated shape, with the very important omission above mentioned. The result has been precisely as was anticipated—the letter is improperly construed—the true character and scope of the decision are prevented—the public mind thereby disturbed anew, with doubts and misgivings—and an explanation thus rendered the more necessary as to what the decision was designed to be, and, in fact, is.”

“It is true, that in his letter, Mr. Stuart—as stated in that I wrote home from Washington, immediately on receiving it—says, that his ‘*own opinion as to the construction of the grant is unchanged,*’ and adds some superfluous remarks about leaving that construction ‘*open to the action of the of the judiciary.*’ It is to be regretted, and I know

beyond their reach. But they cherish, I am sure, no such design, or desire. The vexed question, so long pending, and involving a million of acres of land, is at length settled, beyond any further controversy."

Such was the language in which the Commissioner—then direct from Washington City, where the question, after much discussion and deliberation, had just been decided—conceived it to be his duty to meet the suggestion carelessly, not to say recklessly, thrown out, that it might, not improbably, prove not to be a *final* decision.

But the public are not left to rely upon the mere naked opinion, or assertion, of the Commissioner as to this point. The further action subsequently had by the Secretary of the Interior himself, as regards the lands above the Raccoon Fork, furnishes the most satisfactory and conclusive evidence that the over-cautious language used by him, in his letter of October 29th 1851, was designed to apply to the 25,000 acres already sold by the government, and nothing more. The undersigned are now in possession of certified lists, (with the plats, or maps, corresponding thereto,) approved by the Secretary of the Interior, over his signature, of 225,616.30 acres of these lands above the Raccoon Forks, some few of which have been already sold by them, and others offered. The last of such certified lists, for 143,908.37 acres, bears date March 10th 1852, and is in these words and figures :

"A List"

"showing the vacant lands, in the odd numbered sections *above* the Raccoon Forks, and within five miles of the Des Moines River, *so far as the surveys have progressed*, falling to the State of Iowa, under the Act of the 8th of August 1846, as construed by the Secretary of the Treasury, in his letter of 2nd March 1849; AND OF THE SECRETARY OF THE INTERIOR OF THE 29th OCTOBER, 1851, which have not heretofore been approved."

[Here follows the list of the sections, Townships, and Ranges, embracing 143,908.37 acres; and then follows the certificate—thus :

"DEPARTMENT OF THE INTERIOR,
Washington March 10, 1852."}

"The selections embraced in the within list *are hereby approved*, in accordance with the views expressed in my letter of the 29th of October last, to the Commissioner of the General Land office, subject to any rights which may have existed at the time the selections were made known to the Land Office by the Agents of the State, it being expressly understood, that the approval conveys to the State no title

to any tract which may have been sold; or otherwise disposed of, *prior to the receipt by the local Land Officers of the Commissioners of the General Land office, communicating the decision of Mr. Secretary Walker, to the effect that the grants extended above the Raccoon Fork.*"

[Signed]

"ALEX. H. H. STUART, Secretary."

Now, can anything be more clear than that the above certificate of the Secretary goes, and was expressly designed to go, to the full extent of covering, by his decision, all the lands in the odd sections, within five miles on either side of the Des Moines River—save and except *only the 25,000 acres which had been sold, "prior to the receipt by the local Land Officers, of the letter of the Commissioner of the General Land Office, communicating the decision of Mr. Secretary Walker," &c.*—and which said letter, written June 1st, 1849, was thus received during that month? It seems to us not. Why else was *that* limitation "expressly" made? and why, furthermore, is the "List" given by Mr. Stuart, as "showing the vacant lands" &c.; "falling to the state of Iowa" &c.; "under the act" &c.; "AS CONSTRUED"—mark the language—not alone by "the Secretary of the Treasury (Mr. Walker) in his letter of 2nd March, 1849;" but *also* by "the Secretary of the Interior" (*Mr. Stuart himself*) in his letter, of the 29th October 1851"?—We have already stated that the letter referred to by Mr. Stuart, in the above certificate, as having been received by the local Land Officers, from the Commissioner of the General Land Office, bore date June 1st 1849, and was received during that month. The local Land officers had then sold only the 25,000 acres above the Raccoon Fork—and they have never sold any more. Most clearly and indisputably, then, as before remarked, if there was room for any question whatever as to the scope, and true extent of the decision of Mr. Stuart—which we maintain that there was, not—prior to the giving of the above certificate, that certificate, of itself, must necessarily remove every possible vestige of doubt from the minds of all men of common understanding.

INDEBTEDNESS OF THE WORK, AND EMBARRASMENTS RESULTING THEREFROM.

The present ascertained indebtedness of the work, in charge of the undersigned, exclusive of interest, will not vary far from \$108,000, embracing the following items, to wit:

Amount due on Certificates issued * July 1st, 1851, for work done below Bonaparte, prior to that date.....	\$18,858 37
“ “ “ Certificates issued Dec. 5th, 1851, for “damages” to Contractors, in accordance with decision of Board of Arbitrators, of that date.....	23,796 80
“ “ “ Drafts for \$20,000, drawn by Register, Dec. 20, 1851, on Bangs Brothers & Co., which were sold by Commissioner—and protested for non payment.....	9,834 00
“ “ to Wm. Meek and Sons, Contractors at Bonaparte, for labor and materials on work at that point.....	17,195 20
“ “ “ Brown & Sanford, Contractors on job at Bentonsport do do.....	5,795 31
“ “ “ J. C. Walker, & Co., Contractors on job at Croton. do do.....	14,116 90
“ “ “ J. C. Walker & Brothers, Contractors on job at Belfast, do do.....	4,386 08
“ “ on Certificates, or “Bonds,” issued to Bangs Brothers & Co., for money advanced, under contract.....	5,000 00
“ “ “ Certificates issued to Bonney and Whittlesey, for labor and materials on job at Keosauqua, under contract of July 8, 1852.....	2,500 00
“ “ to J. C. Allender & Co., Mill owners &c. at South Bentonsport, under verdict and decree of October 1852.....	3,500 00
“ “ on all other items not above enumerated, estimated, at, say.....	3,017 25
Total	\$108,000 00

* The aggregate amount of these certificates was \$30,984.10, of which amount \$12,125.73 has been paid. No certificates of that date were issued for work on jobs at Croton and Belfast, but payments were made thereon, from time to time, until operations had wholly ceased at Croton, when Certificates were issued for the whole amount due on jobs at both points, dated September 1852.

To make payments from month to month, on the indebtedness of the work, as above indicated—and to undertake to say that it would not be met, but *the whole* incoming fund applied to its further prosecution, was of course totally out of the question—while, at the same time, constantly struggling to reserve means enough, out of the comparatively small amount of proceeds of sales of lands that were being made, to apply on the Bentonsport, Bonaparte and Croton works, in order to put them in a condition to pass boats; and, furthermore, to open the “old dams” at Plymouth and Keosaqua, and a channel through the sand bars and the forests of snags below St. Francisville—to do all this, we say, under the existing difficulties, may perchance seem to those who have not undertaken it a trifling and easy task; yet experience teaches a very different lesson! The embarrassments under which the Commissioner has constantly labored, as the disbursing officer on the work, in consequence of the numerous and perpetually increasing demands against it, have been of a most harrassing character. With much to pay, and much to do, and but little money, it has not been “a fire in the rear” alone to which he has been subjected, daily, but in front also—and upon either flank!

RIVER OPEN FOR NAVIGATION—THE “OLD DAMS.”

The next great object, however, with the undersigned, after the securing of the grant above the Raccoon Fork—followed by the failure of Bangs, Brothers & Co., to fulfil their contract—has been achieved, in the face of every obstacle. The opening of the river for navigation, during the present season, was all that could reasonably have been expected to be accomplished, under such circumstances—and that has been done. The opening of the obnoxious “old dams” has taken place too, when the proper time arrived, but not before—and they no longer constitute an obstruction to navigation. If they had been removed three years ago, or even three months ago, as was strongly and incessantly urged, nobody in the world would have profited by it, while large numbers of people would have been harmed materially. Until quite recently these much talked of “old dams”, were, really, no obstruction to navigating the river; because the state works were impassable for boats; and hence the latter could have gone neither up or down, if there had been no such thing as an “old dam” in the river. The State works once in a condition

for the passage of boats, it became not only proper, but a *duty*, peremptorily required of the Commissioner, by law, to have the old dams opened—and therefore it was done.

CHANNEL BELOW ST. FRANCISVILLE.

In clearing out a channel below St. Francisville, where the bottom of the river is sand and mud, instead of the rock found, invariably, above that point, it became necessary to get rid, as far as practicable, of the hundreds of snags and stumps that had become deeply embedded there. Some of these were of large size—huge trees, torn down and thrown into the channel of the river, during the great flood of 1851. To remove, entirely, all these trees, was a matter utterly impossible to be accomplished, short of the use of a power not at the command of the Commissioner—to wit: a “Snag Boat”, propelled by Steam, such as are used on the large rivers, and which would cost some thousands of dollars;—but the next best thing to that was done. All the snags that could possibly be taken out, with the power called into requisition, to wit, windlasses, takles and pulleys, with boats manned by some twenty men, were wholly removed; while others, that could not be thus removed, were cut down as low as possible in the water. This, there can be no question, will make a channel (200 feet in width) that can be passed without difficulty, at all times when the river can be navigated above, until the dams and locks are completed. This job was undertaken at the round sum of \$900, by R. J. German, who finished it, and received his money.

If the Canal below St. Francisville is not to be completed—as it cannot be, for some years to come, except by the making of a new contract, to cover the whole Improvement, and sustained by a large loan of money—while the construction of the works above continues to progress—the idea has suggested itself to the minds of the undersigned that a dredge boat, as well as a snag boat, both to be propelled by steam power, might ere long be used to much advantage, in keeping the channel open through the snags and sand bars below St. Francisville—both of which, though entirely removed one year, would always be found obstructing it again the next, to some extent.

CHANNEL ABOVE ST. FRANCISVILLE.

A wish has been frequently expressed to the undersigned that the channel of the river, from Fort Des Moines to St. Francisville, might be cleared of the granite boulders, trees, &c., which are represented as obstructing it, at a low stage of water—such as has occurred during the present season. The subject is one that has received the attention of the undersigned ever since their connexion with the work, and been well considered. The difficulties in the way of such an arrangement, hitherto, have been various, some of which are as follows: The high stage of the water during the whole of the summer of 1851, and the making of the contract, in August, with Bangs, Brothers & Co., which, had it been fulfilled on their part, would have dispensed with all necessity of any clearing of the channel. Again, during the early part of the present season the water remained too high, for a long time, to do any thing in that way; and, when it became low enough to do it, the Engineers, under whose personal supervision it should have been done, were engaged on other parts of the work—getting the locks at Bonaparte and Bentonsport in a passable condition; opening old dams, &c.,—and could not be spared for that purpose. Besides, with the great number of demands already existing against the work, constantly and urgently pressed for payment, the money to do it could not be spared either, without giving rise to a new, and to some extent a well founded clamor, on the part of those holding such demands. But, above all, if, as the undersigned confidently persuaded themselves would be the case, such action was taken by the Legislature, at its coming session, as would result, certainly, in carrying the whole work forward vigorously, to a speedy completion, the expenditure of not less than twenty four hundred dollars—an estimated cost, for clearing the natural channel of the river—would, it seems to the undersigned, be just so much money expended uselessly; for, with the dams and locks once completed, the obstructions complained of would of course be deep under water, and not in the way at all. Those obstructions, at any rate, are not, it is believed, an obstacle to the navigation of the river when the water has attained any considerable height, during the spring of the year—the only season, usually, when the river can be navigated to much purpose, until the whole work shall be completed. Still, in order to ensure the passage of boats out of it, at a lower stage of water, it

might be well to remove the obstacles complained of; and, should the Legislature take no further action to ensure the more vigorous prosecution of the entire work the coming year, the undersigned are of the opinion that it should be done.

WORKS AT KEOSAUQUA AND FARMINGTON (PLYMOUTH.)

After the total failure of Bangs Brothers & Co. to comply with the terms of their contract; and when the Commissioner had returned from his visit to the East, without having engaged, positively, other parties to undertake the work; and the fact being, as was then believed, clearly established, that no funds, other than those derivable from sales of lands, were to be relied upon, even to pay off the existing debt; the prospect seemed almost hopeless of accomplishing, for the time being, anything further upon the work, beyond the finishing up, as far as practicable, what was already commenced, and then under headway. Still, there were two points where it was especially important that something should, if possible, be done, to wit: at Keosauqua, and Plymouth (Farmington), where mills were erected, and old dams existed in the river. The latter it was determined should be thrown open, just so soon as the State works at Bentonsport and Bonaparte were in a condition to permit boats to pass; and hence the water power, at the two points first mentioned, would be wholly destroyed. To obviate, as far as possible, this difficulty, the undersigned, on receiving a proposition to that effect, from Messrs. Bonney and Whittlesey, of Keosauqua, in the early part of July, entered into a contract with those gentlemen, on the 8th of that month, to construct the lock and dam at that point, upon the same terms as those contained in the contract with Bangs Brothers & Co.—no money being required to be paid for the present, but Certificates, or “Bonds,” to be issued to them, as the work progresses, payable five years hence.—A written proposition was also made for this work by E. Manning, Esqr, of Keosauqua, but upon much less favorable terms for the state than those on which it had previously been offered to be done, and was finally taken, by Messrs. Bonney and Whittlesey. Those gentlemen went to work a short time thereafter, under their contract, and have made good progress since. A large amount of rock has been gotten out by them, and delivered at the work, and a good commencement made on the building of the lock walls. Their contract con-

tains an express provision, that the lock shall be first so far completed as to admit of the free and uninterrupted passage of boats through the same, before the construction of the dam shall be commenced.

About the time of entering into the contract for the work at Keosauqua, the job for building the lock and dam at Farmington (Plymouth,) was also offered, upon the same terms—first to John McCune & Co., the former contractors there, and then to the Messrs. Houghton, by both of whom it was declined. Subsequently an additional thousand dollars was offered, to meet the greater expense of excavating for the lock pit, and dam foundation, at that point than perhaps any other on the river, from the fact that the rock is covered to the depth of some four or five feet, entirely across it, with mud and gravel. This offer was also declined. Recently, the Messrs. Houghton have proposed to take the job; but, in consequence of the near approach of the session of the Legislature, and the anticipation of some action by that body, by which the work may be carried forward with cash payments, instead of upon a credit, and consequently upon much more favorable terms, no contract has been made with them.

COMPLETION OF LOCK AND DAM AT BONAPARTE—COST COMPARED WITH OTHER WORKS.

The entire completion of the Lock and Dam at Bonaparte, which the undersigned are gratified to be enabled to announce,—with the near approach to completion of the one at Bentonsport—affords a proper occasion, of which they accordingly avail themselves, to speak of the work, and its cost, as compared with others.

All persons who have seen that work, and are possessed of any knowledge and experience upon such subjects, freely admit that it is one that does credit to the state, being a truly beautiful structure, and built with strict reference to durability, from its foundation up. Very few works of the same character, probably, yet built in any of the states, surpass it in either of the particulars mentioned—if indeed there be any. The cost of this work, as shown by the payments made and balance yet due to the contractors, falls below the estimate, being but \$35,300. Add to this all incidental expenses connected with it including articles furnished and labor performed on the job, not embraced in the contract, and the amount, it is believed, will not reach \$5,000 more—pay \$40,000 in all. Now, compare this with the ac-

tual cost of the Monongahala Improvement in Pennsylvania, as exhibited by their reports. The works on that Improvement, between Pittsburgh and Brownsville, consist, says the report of 1846, of "four Dams and as many Locks"—an additional Lock has since been added at the Dam near Pittsburgh. "The dams," says the same report, "vary in length from 605 to 1,100 feet, *averaging* 825 feet each." The width of the Des Moines, from its mouth to Keosauqua, varies from 750 to 800 feet. The Locks on the Pennsylvania work are 190 feet by 50, within the chamber; while ours are 175 by 44 feet—exceeding, in this respect, those on both the Kentucky river, and the Muskingum, in Ohio—the former of which are 175 by 38, and the latter still less, 175 by 36. In the report of the Monongahala company, made by its President in January, 1848, it is stated that that improvement (from Pittsburgh to Brownsville) "cost, for construction, engineering, damages, &c., \$517,225 21" which gives an *average*, for each of the four points where locks and dams are built, of but a shade less than \$130,000—or more than treble the probable cost of the lock and dam at Bonaparte, everything included. It is confidently submitted then, that—judging from this comparison—and, could one be instituted with any other work, of a similar description, that has yet been built, we should rely, as confidently, upon a result still favorable to our own—the cost of our locks and dams has not been, thus far, of that extravagant character that has been so frequently and so boldly charged by many, and possibly believed by some; but that, on the contrary—taking into account, as a proper regard for simple justice would seem to require should be done, the circumstances of extraordinary disadvantage under which they have been prosecuted, through disastrous floods, and the still more crushing effects of almost constantly harassing pecuniary embarrassments—they may safely be claimed to have been managed with a due regard to economy, no less than to durability.

PROBABLE DURABILITY OF THE WORKS.

And here let us say a word upon this latter subject, as to the probable relative durability of the Monongahala works and our own. The Des Moines does not usually rise, by the spring freshets, over ten or a dozen feet; and went up, by the GREAT FLOOD of 1851—the like of which was never known before in its history—only 25 feet; while we

are told, officially, that "in ordinary freshets" the Monongahala rises from 20 to 24 feet—in "very high floods 30 feet—and at one time, in 1824, the water rose "at several points, to the height of 40 feet!" The Kentucky river too, and Green river, in Kentucky—both of which are improved by Locks and dams, as proposed with the Des Moines—it may be here remarked, still surpass the Monongahala in their extraordinary floods—the latter rising "from 40 to 50 feet," and the former "from 30 to 55!"

By the report of the Engineer of the Monongahala company, made in January 1848, we learn that, using his own language, the "Locks and Dams" composing that improvement "enjoy no superior advantages in point of location, and are *not even based upon a rock foundation*"—except in a single specified instance; while ours are all based upon rock foundation. And we learn further, from the Report of the President of that company, of January, 1851, that "during the period of more than six years," that had then elapsed, "since your (their) navigation was *completed*, it has been subjected to the severest tests of floods and ice without suffering any material injury, or requiring any extraordinary repairs, and is now in good order, thus giving the strongest demonstration of the strength and durability, of the work." May not we, then, taking *their* experience, with a work *not* founded on rock, as ours *is* so founded, calculate, with a reasonable degree of confidence, upon the durability of ours, when it shall be *completed*?

HOW EFFECTED BY LOW WATER.

Another point established by the completion of the Bonaparte and Bentonsport dams may be appropriately referred to here, as illustrative of the character of the works. The present season, as is known to all, has been one of remarkably low water in the rivers of the west. The Des Moines—to apply a phrase often heard upon its banks, during the fall—has come a good deal nearer than ever was known before to "running dry." Much of its wide bed has been exposed naked for months, cut up by narrow rivulets, presenting a net-like appearance—as of silver traced through an iron ground—when one rode along its banks. Yet, notwithstanding this very low stage of the river, the Dam at Bonaparte has been full to the crest, and overflowing, throwing back the water, in full pool, to the Bentonsport works; while at the latter point also, the mills on either side of the

river are now fully supplied, and a surplus afforded amply sufficient for the passage of boats.

CLAIMS OF MILL OWNERS FOR DAMAGES.

At Bentonsport was located one of the old dams, with mills on the north side of the river owned by James A. Brown, and on the south side by George C. Allender & Co. The parties last mentioned, having come into possession of a charter granted by the Territorial Legislature of Iowa, in 1839, for the erection of a Dam in the Des Moines at that point—which charter ran for the term of 50 years, and 13 years of which term, consequently, have now expired—presented to the undersigned a claim for damages amounting to \$24,150, for the alleged destruction of their dam, and stoppage of their mills, among other things, in consequence of the construction of the State works at the same place. In conformity with the 28th Section of the act of the Legislature, of the 5th of February, 1851, it was agreed between the undersigned and said Allender & Co, to let the case go to trial before a jury at the Jefferson county court, in the following October. A postponement was had until the next March term, when the trial took place; but, the jury having failed to return their verdict until after the adjournment of the court, it was not announced and docketed until the late October term, when a decree was entered up, and the whole matter finally disposed of. Copies of the agreement of the undersigned with said Allender & Co. to try the case; the finding of the jury therein; and the decree entered up; will all be found herewith submitted, in the accompanying paper, marked (D.). An arrangement, it may be mentioned, verbally made by a former Board of Public Works, had, it is understood, guarantied to them (said Allender & Co.)—on the condition of their conveying to the state certain lands necessary for its use, at the point mentioned—the same amount of water power of which they were in possession at the time of the commencement of the state work there, for a period of fifty years from its completion.

A similar claim for damages to that of said George C. Allender & Co., was presented to the undersigned, in the month of October last, by James A. Brown, the mill owner on the north side of the river, amounting to \$15,000. No satisfactory arrangement of this claim having been effected, between the undersigned and said Brown, no-

tice of petition for the commencement of a suit has recently been served by the attorneys of said Brown on the undersigned.

THE ACCOUNT OF PAUL BRATTON, FORMER TREASURER OF BOARD OF PUBLIC WORKS.

The late Board of Public Works, in their Report of Dec. 2nd 1850, called attention to a deficit in the account of Paul Bratton, former Treasurer of the Board, amounting, as shewn by the books of the office, to \$4,841.75; and recommended the necessary steps to be taken for the collection of the money—or such portion of it as might, upon an investigation, be found to be actually due. No such steps, however, were taken by Legislative enactment; nor have the undersigned been able to discover any authority, contained in the laws, requiring or authorising them to proceed and collect this money. The most, therefore, they have conceived it to be their duty to do in the matter, has been to receive from the securities on the Bond of Mr. Bratton, whatever amount they might feel disposed to pay over voluntarily, on the account; and the sum of \$3,551.81 was accordingly receipted for by the Register, on the 30th of June last. The balance of \$1,289.94, it is maintained by the securities, who have given the matter their attention, will be materially reduced on a thorough investigation of the accounts. Mr. Bratton has left the state, for Oregon; having, prior to his departure from it, sold his small property, and paid, as it is understood, to his securities, the amount since handed by them to the Register, as above stated.

EFFECTS OF THE WORK, PRESENT AND PROSPECTIVE, ON THE DES MOINES VALLEY.

Still another point than those already alluded to, which the completion of the works at Bonaparte and Bentonsport serves to illustrate, deserves to be mentioned here, to wit: the pleasing scene of renewed life and animation thrown into those places, and which can not fail to be observed by every one visiting them, as prevailing there, in strong contrast with the condition of things at other points where nothing has been done. Already, in addition to the extensive mills (among the most valuable in Iowa) of Messrs Meek and Sons, built some years since at Bonaparte, and those of Messrs Allender & Co., and J. A.

Brown, at Bentonsport, above referred to, a large and expensive brick building has been erected the present season, by the mill owners at the point first named, to be used as a woolen manufactory; while that put up last year at Bentonsport, by Messrs. Green & Brothers—and which is also a costly and highly valuable building—to be used as a paper manufactory—the only one yet built for that purpose any where west of the Mississippi—is now in “the full tide of successful experiment.”

The enterprise of Messrs. Meek & Sons, and Messrs. Greene & Brothers, in thus leading off as pioneers, in the manufacturing business on our beautiful river, is commendable, and entitles them to the thanks of the people. Their efforts are the first infant steps, the mere faint glimmering of the foreshadow of what, at some future, and no very remote day either, with water power created at intervals of but a few miles all along the Des Moines, by the erection of dams like those at Bonaparte and Bentonsport, may be confidently predicted of the future of its noble valley—a valley, than which there is not, perhaps, in the wide-world one more capable—when its almost incalculable resources, of unsurpassed fertility of soil, (with no waste lands in its whole length and breadth) and inexhaustable beds of coal, shall come to be fairly and fully developed—of sustaining in affluence, and surrounded by all the comforts and luxuries of life, a teeming population!

Then will the almost disheartening stagnation which now—for the want of an outlet for its products, and the absence of any considerable manufacturing power—pervades this magnificent valley, be changed, as if by the magicians wand, into one of unsurpassed activity; then will the drooping villages, some of which seem now as if struggling for existence, be converted into busy, beautiful towns, like the hundreds brought into being, from like causes, throughout all New Eng'and, New York, Ohio, and other states; then will the farmer, the artisan, and every class of men, find a just reward for the enterprise and energy which they may put forth in their various pursuits in life; and then will labor, and honest industry, no longer ask as a favor adequate compensation for employment, which is now sometimes sought in vain! This is no fancy sketch—no mere idle, glowing picture, drawn simply to please the imagination; but **THE TRUTH**, as the undersigned believe, sincerely and earnestly, it will de-

velope itself within less than twenty years from the day when these lines are written.

REVENUES FROM CANALS, AND RIVERS IMPROVED BY LOCKS AND DAMS.

In what has been said by the undersigned, in the preceding remarks, it must not be supposed that they have been unobservant of the new direction given to public sentiment, of recent years, comparatively speaking, in favor of projects of a different description from that now under their charge—any more than they have been of the disfavor, so to speak, in which works like ours have come to be regarded by many persons, who have perhaps given the subject no serious examination, but thoughtlessly repeat, as is so often the case, what they hear from others, without stopping to inquire whether it be true or false. The question arises, then, is the sentiment adverted to a just sentiment, and one by which it will do to be governed in the management of great and important interests of a State? Will, in other words, the construction of railroads—rapid as is the progress now being made in that respect, outstripping all the calculations made by their most sanguine friends and advocates, but a few years since—and eminently important, and desirable, as they are conceded to be—supersede entirely the use of canals, or lead to the abandonment of any of our important rivers, as channels for the transportation of products, when they are of a character that can be so used, or made, by improvement, to answer that great purpose? Warmly as the undersigned are, and ever have been, the friends and advocates of rail-roads, and truly desirous as they are of seeing them introduced immediately into Iowa, and made to cover it like net work, if you please, at an early day; yet they do not believe one word of the proposition above stated, but, on the contrary, know it to be one not founded in truth, and experience—but utterly fallacious! Why, what do well established facts prove, beyond a contradiction? The great State of New York has a Canal connecting Lake Erie, at Buffalo, with the Hudson river, at Albany, over 300 miles in length, and completed more than a quarter of a century ago. Along the line of this canal a rail-road has been built, while another upon its opposite side is in serious contemplation. Yet the public voice of that great State demands loudly, even now, the enlargement of the

Canal—which will certainly be done—at an estimated expense of *nine millions of dollars*, to permit of the carrying of the products of the “Great West,” of which our own young State constitutes a part, to the commercial metropolis of the Union.

Nay, further, notwithstanding the existence of the rail road referred to, running along the bank of the Canal, or at least connecting the same points, and another in the more southern part of the state, linking Lake Erie, at Dunkirk, with the Hudson opposite the City of New York—built at an expense of many millions of dollars, and now also in full operation—notwithstanding, we say, the existence of these two great parallel rail roads, the Hudson and Erie Canal is a source of large revenue to the “Empire State.” What the precise amount of that revenue is, the undersigned are unable now to state; but some idea of its extent may be drawn from the facts that, as we are credibly advised, it not only pays the annual expenses of the government of that great State, but contributes besides to the creation of a sinking fund an amount which is calculated to be sufficient to the ultimate liquidation of the entire State debt. So reliable a security is the revenue from the work referred to regarded by capitalists, that when, within a year past, the nine million loan above spoken of was actually authorised to be made, and its redemption based upon that revenue, by an Act of the Legislature of New York—since declared by her courts to be in violation of her Constitution, and hence treated as a nullity—the whole amount of that great loan was taken by those capitalists, at rates varying, in the aggregate, little if any from par.

But again, allusion has been made, in a preceding part of this Report, to a proposition submitted only last spring, to the Legislature of Pennsylvania—New York’s great and worthy rival for the trade of the West—by a number of her prominent citizens, to lease her public works for a term of ten years, at an annual rent of the large amount of a million of dollars! Now, these public works of Pennsylvania consist almost wholly of canals, and some of the men who made the proposition referred to have been much in charge of those works—and know their value. But the Legislature of Pennsylvania knew it also, it would seem; and declined the offer. Along, or parallel with, some of the most important of these Canals of Pennsylvania too, run rail-roads, like those of New York along hers. Need any thing more be said, then, to show that Canals and water trans-

portation, for heavy articles especially, are *not* "out of date, and behind the spirit of the age," as we frequently hear inconsiderately remarked; nor likely to become so?

But we shall be told perhaps---indeed the remark is one often heard---that although Canals may pay well, Rivers improved by Locks and Dams do not; and that the latter have proven a failure. That instances of such failures have occurred may be true; but is it not also true with regard to canals; nay even rail-roads themselves, some of which, from peculiar circumstances, have turned out not the most productive investments? Unquestionably such is the fact; and were it necessary to establish it, cases would not be found wanting to do so. What river, however, improved as we propose doing with the Des Moines, can be justly compared with it, as regards either its admirable adaptation to that kind of improvement; in consequence of the combination it presents of rock bottom with firm banks, and the comparatively slight rises to which it is subject---or the almost boundless capacity of the fertile valley through which it runs, for agricultural production, to say nothing of the great coal bed which underlays it, from one extremity to the other? Not one, in all this Union! The rivers of Kentucky, besides being subject, as has been already shewn, to a rise of 50 feet and upwards, pass, as is well known, through a country generally so far inferior to the Des Moines valley as scarcely to deserve a comparison with it; and the same may be said with equal truth as regards the Muskingum in Ohio, and the Monongahala in Pennsylvania, both of which are bordered, to no inconsiderable extent, either by mountains or what would be regarded here as barren hills, unfit for cultivation, with narrow valleys interspersed, affording a small portion of soil suitable for tillage, as compared with ninety-nine acres out of an hundred, throughout all Iowa. It is believed to be safe to say, that the country within any given distance, from five to twenty-five miles, on either side of the Des Moines, is capable of double the agricultural production at least, to speak within moderate bounds, that the valleys of either of those rivers are, within a like distance. Yet have the Improvements on the Muskingum and the Monongahala begun to pay quite well, as we learn by official reports before us. Thus, the nett revenue from the Muskingum work, for the year 1851, as appears from the Report of the Board of Public Works of Ohio, was, \$35,056.45. The Monongahala Improvement was completed in November, 1844, after passing through a series of disasters

far more discouraging than any that have yet overtaken our own, as its history, embodied in the reports of its officers, and now lying before us, abundantly demonstrates. Its receipts from tolls for the first year, (1845) were \$28,579.70, since which time they have gone on increasing gradually, but surely, until 1850, (the last report before us) when they reached the very handsome amount of \$64,318.31, being over 12½ per cent on \$517,225.21, which was the entire cost of the work.— What the “*net income*” has been for each separate year, the reports do not show; but for the year 1848 it is stated to have been \$44,224, “after payment of expenses and repairs,” or an average of \$11,056 for each one of the four points where dams are located. One of the chief articles of transportation on this work is coal, the receipts for toll on which, for the year 1850, were \$17,023.57, out of a total of \$64,318.31, as above stated; and yet this important article is carried over *its entire length*, at the almost nominal rate of 2½ mills per bushel, being “less than 7 cents per ton,” or \$2.46½ per thousand bushels!

UNINTERRUPTED NAVIGATION OF THE MONONGAHALA RIVER.

We learn further, from the Reports for this work, that during *four years out of the six* since its completion, navigation was not suspended on it a single day between Pittsburgh and Brownsville, even when the river was ice bound above the point last named! Says the President of the Company, Genl. J. K. Moorhead, in his Report of January 1, 1849: “The Stockholders will no doubt be gratified to learn, “as the Board are to inform them, that, as in former years, no interruption has occurred in the navigation for a single day, from any “of those causes to which this improvement was supposed to be so “peculiarly exposed; *high and low water have proved alike harmless;* “while the favorite idea of a long obstruction from the formation of “ice upon its deep and quiet pools has been exploded by the fact “that, for *the last three winters*, the boats employed in the trade have “been making *their daily trips to Brownsville*, while the river was “locked up by ice beyond that point;” and again, in his Report of January 6, 1851, he says: “It is gratifying to be able to state, that during the year 1850, the Navigation was *not suspended a single day*, “by ice or any other obstruction.”

Much more interesting matter might still be gleaned from the Re-

ports before us, in relation to the works of other states, and a good deal remains to be said with reference to our own; but the great length which this Report has already attained admonishes us to bring it to a close. Sufficient, it is hoped, has been shewn to demonstrate the points we have sought to establish; to wit, first: the entire *practicability*, and perfect ease of constructing such a work as the Des Moines River Improvement, provided the money is had with which to do it; second: its certain *durability*, after completion, if it be properly and substantially constructed; and third: its undoubted *utility*, notwithstanding the idle prejudices existing, to some extent, against works of that character, by those who have evidently given the subject little or no attention.

CAN AND SHALL FUNDS BE RAISED TO CARRY THE WORK FORWARD TO A COMPLETION?

It only remains to enquire whether means can, and should be raised, for the continued prosecution of the work, beyond a reliance upon the proceeds of sales of lands embraced in the grant; for, it is now a clearly ascertained fact, about which a doubt can no longer exist, that with the large debt hanging over the work—which should and *must* be paid—and the slow sales of the lands, it is folly to expect to carry the Des Moines Improvement to a completion in many a long year—if ever! The most that can be done, under the present state of things, is to let contracts entirely on credit, at a great additional cost, as well as a loss of that vigor and efficiency which a system of cash payments brings with it. It is hardly too much to say that the work can never be *completed*, unless some step be taken, by Legislative enactment, to infuse new life into it; and, to permit it to droop and die, now that a certain foundation is laid—on which to place it, and carry it through, would be, as it seems to the undersigned, a proceeding almost as fatal to the credit and honor of the State, as it surely would be to the interests of her citizens. It is hoped that not one of the latter could witness with feelings of indifference, or any other than those of mortified pride, as an Iowan, the occurrence of such a disaster!

Were matters now as they stood when the work was commenced, with the grant below the Raccoon Fork intact, and no money expended, or debt created, a system might, it is thought, be adopted that would lead to its completion in ten or a dozen years, to wit: by commencing at St. Francisville, and proceeding to build, up stream, some

two or three Locks and Dams a year--leaving the Canal below St. Francisville until the work was well advanced toward completion, and should become a source of revenue, as it doubtless would ; when it is believed that it might have been built with little or no difficulty. Without that Canal, however, the Improvement can never be regarded as completed. Under the adoption, from the outset, of some such plan as this, the whole work might probably, we say, have been built in a dozen years--or fifteen at furthest. What has been done, however, cannot be recalled, and we must now look matters plainly in the face --and meet them as they exist!

In the earlier pages of this Report, where an account was given of the visit of the Commissioner to the East, last spring, and summer, and his negotiations with capitalists in New York referred to, the ground was finally taken by the latter, as their letters show, that nothing short of the credit of the State of Iowa, or--to use the language of one of them--the creation of "a *direct* and *constitutional* debt," on the part of the State, would be sufficient to ensure the raising of funds with which to carry forward our work ; and the same idea occurs in a letter to the commissioner from Mr. Ferrer of Ohio. Now if the people of Iowa were willing, and ready, to sanction the creation of such a debt, reserving the lands for its ultimate payment, there is of course no doubt that money could be saved by it, in the aggregate cost of the work ; because the Bonds of the State, bearing an interest of six per cent, would unquestionably find a ready sale, in the present condition of the monetary affairs of the country, and probably at quite a handsome premium. The State of Missouri sold her bonds in New York, last summer, at 105, and some of them as high as 109. The difference between such a sale, and one at a considerable discount, without the state credit, would amount of course, in the aggregate, to a very large sum. Probably, however, it would not do to anticipate the receipt of very much of a premium on the sale of our bonds, as a change may occur in the money market to prevent their being sold for more than par. It is still hoped too, that a resort to the expedient suggested may not become necessary, even should it meet with the ready concurrence of the people of the State ; and that the sound, non-debt-creating policy of Iowa--except in case of an important emergency, calling imperatively for a deviation from it--which has hitherto prevailed, may thus continue to be adhered to.

NEGOTIATIONS AND CORRESPONDENCE OF COMMISSIONER WITH MESSRS. PAGE & BACON—THEIR PROPOSITION.

While on his way to the East, in March, the Commissioner, in passing through St. Louis, sought an interview with Messrs. Page & Bacon, Bankers of that city, through whose agency, it is understood, her loans, and those, of recent date, for the State of Missouri, have been negotiated. They were not then inclined to take hold of our work. Some time in October, on again visiting St. Louis, the Commissioner obtained another interview with that firm, when a confident opinion was expressed by them that, with the requisite power for the Commissioner to act in the matter, to be obtained from the Legislature of Iowa, all the money necessary to complete our work could be readily procured from them, or through their agency, provided the details of the transaction could be agreed upon. Out of this last mentioned interview grew a correspondence between the Commissioner and Messrs. Page & Bacon, a copy of which is herewith submitted, marked (E.) On receiving their letter of the 13th of the present month, (which did not come to hand until the 18th) expressing a wish to be put in possession of more full and minute information, in regard to the probable cost of our work; how long it would take to complete it; and what the revenue deriveable from the same would be likely to be; the Commissioner was so much engaged, in the preparation of this report, and other matters connected with his official duties, that it was found to be wholly out of his power to visit St. Louis in person, at that time. He immediately, however, instructed the Chief Engineer upon the work, Guy Wells, Esq.---whose connexion and intimate acquaintance with all its details, since its very commencement, fitted him well for the task---to proceed at once to St. Louis, and lay before Messrs. Page & Bacon, verbally, a full statement of the history of the work, and its future prospects, so far as lay in his power. This he did, and returned home on the 26th inst., bringing with him the letter of Messrs. Page & Bacon of the 23d, addressed to the Commissioner, wherein they make a distinct proposition to furnish the funds necessary to complete the Des Moines river improvement within five years from the first of January next, provided the amount so required shall not exceed one million three hundred thousand dollars, inclusive of the present debt, with interest, and any other

liabilities of the work--which is named by them at an aggregate sum of one hundred and twenty thousand dollars; or, in other words, leaving, beyond the present assumed indebtedness and liabilities of the work, one million one hundred and eighty thousand dollars, to be applied to its further prosecution and completion.

This proposition of Messrs. Page & Bacon is based upon the requirement, from them, of the State to convey to them, in fee simple, all the unsold lands embraced in the Des Moines grant; and further, that they shall have the exclusive use and control (should they so desire) of the Improvement, with its profits from tolls and water rents--except rights and privileges, with reference to the latter, already granted to others, the holders of which shall make payment to them---for the term of 25 years from the completion of the work---say 30 years from the first of January next. These are the great, leading features of the proposition of Messrs. Page & Bacon. There are numerous other provisions, and details, embraced in thirteen separate articles, some of which at least, would, it is thought, require essential modification before they could be assented to by the state---that, for instance, giving to them the privilege of making contracts for the work to be done on the improvement, which, as it now reads in their proposition, could be construed into permitting them to fix the prices, as well as to designate the contractors---and some other items, hardly less objectionable. It is supposed, however, that such was not the construction designed to be put upon the second article of their proposition---which was hastily prepared, and copied, for Mr. Wells to bring home with him; and the hope is entertained that a further personal conference upon the subject, with Messrs. Page & Bacon, if the agents of the state were clothed with the requisite power to act in the matter, could be brought to result in a contract that would be acceptable to the state.

GREAT IMPORTANCE OF THE WORK—SHALL IT BE COMPLETED, OR ABANDONED?

At any rate, after the repeated and persevering efforts, unsuccessfully made to carry the work forward to a completion, by other means, and through other channels, this would seem now to be the only one left open to secure its accomplishment, short of a loan from the state of her credit to the work; and, in the possible event of a failure to

consummate a satisfactory arrangement, under this proposition of Messrs. Page & Bacon, it will be for the Representatives of the people, fresh from their respective constituencies, to decide whether or not provision should be made, in advance, for obtaining from the people of Iowa, if they are willing to give it, the credit of the state, or her endorsement of the work,—rather than that it should be permitted to prove an entire failure.

She has now, beyond dispute, a million of acres of land applicable to the great object mentioned, which, if held in reserve, and sold at their actual value, would probably, in the end, pay for the Improvement twice over; besides work already done upon it to the amount of \$300,000; and to suffer it now, in this condition of things---with a solid and perfectly reliable foundation on which to rest, and so much progress made in its construction---to go down to ruin and decay, would be impolitic, and unwise in the last degree; nay, a permanent discredit to the State! So at least it seems to the undersigned, with the views entertained by them in regard to the high importance of the work. The Des Moines River Improvement is the only public work the young State of Iowa has yet undertaken. It will be, if carried to a completion, her great work, as long as she remains a member of our glorious Union, or time itself lasts. Rail roads may be built, and will be built, rapidly when once commenced---which will be ere long; and by the score in after years---probably within this 19th century; possibly before the half of what remains of it shall have passed away! and, when so built, they will be productive of noble benefits to the people, and advance, with giant strides, the wealth and power of the State. Yet, build as many Rail roads as we may, the Des Moines River Improvement, *once finished*, from the mouth of the river to Fort Des Moines, will, we repeat, remain forever Iowa's GREAT WORK, occupying the position which the great Hudson and Erie Canal does to New York, and the Baltimore and Ohio Rail road to Maryland.—Passing diagonally through the State, *fully four hundred miles*, and by its centre, where her future CAPITOL will be reared, and her greatest inland Town grow up around it, upon the bosom of the beautiful Des Moines, when once permanently improved for uninterrupted navigation, as is contemplated, will float, to the “Great Father of Waters,” much the largest portion of the products of her entire valley---nay, probably, of the entire State itself, of which that valley is the great heart and center; while upon her banks will spring rapidly in-

to existence numerous thriving manufacturing towns, finding, in the vast water power created by the works, perpetual food upon which to found a growth as substantial, and durable, as it will be gratifying and surprising!

REPORT OF ENGINEER, AND ACCOUNTS OF REGISTER
AND COMMISSIONER.

The annual Report of the Chief Engineer, Guy Wells Esqr., which is herewith submitted (marked F) embraces an account of the work done on the Improvement during the last year, with valuable suggestions in regard to several points connected with it. The undersigned find pleasure in reiterating the expression of their approbation of the faithful and zealous manner in which Mr. Wells, as well as his assistant M. M. Hayden Esqr. have discharged the duties of their respective stations, and the warm interest constantly manifested by them in the success of the work. The same testimony is cheerfully borne also with reference to Mr. J. B. Knight, whose services, as superintendent of masonry, and in the discharge of every duty to which he has been assigned, have been at all times promptly and faithfully rendered. Now that the river is again open for navigation, the services of Mr. Knight are wholly dispensed with, and the salary of the Chief Engineer reduced to the rate of six hundred dollars per annum. The accounts of the Commissioner and Register also accompany this Report, respectively marked G, and H,

All of which is respectfully submitted.
V. P. VAN ANTWERP, Commissioner.
GEORGE GILLASPY, Register.

DOCUMENTS ACCOMPANYING THE REPORT,

[A.]

OFFICE OF THE DES MOINES RIVER IMPROVEMENT,
Ottumwa, Iowa, February 18, 1852. }

At a meeting, this day held, of the Commissioner and Register of said Improvement, the following Resolution and Order were adopted

Whereas; Messrs. Bangs, Brothers & Co., Contractors on the Des Moines River Improvement, have failed to comply with the terms of the contract entered into by them with the Commissioner and Register of said Improvement, on the 9th day of August A. D. 1851; in this: that they, said Bangs, Brothers & Co., have not furnished the money required to pay for the work done, and the materials necessary to be used, on the three jobs at Croton, Bonaparte and Bentonsport, according to the terms of said contract; in consequence of which failure, on their part, the works at those points are not yet in a condition to admit of the passage of Steam Boats---nor made the provisions indispensibly necessary for carrying forward the works at other points, in compliance with the terms of said contract, as provided more particularly in the ninth Section thereof; *and whereas* the interests of said Improvement, as well as those of the public, are suffering greatly in consequence thereof; *And whereas*, by such failure, said Bangs, Brothers & Co., have forfeited said contract, on their part; *and whereas* it is absolutely necessary that money be procured, with the least possible delay, for the purposes above mentioned, and most especially to pay for the work done, and yet to be done, on the three jobs at Croton, Bonaparte and Bentonsport, to put them in a condition to pass Steam Boats up and down the River, *Therefore*:

Resolved; That the subjoined order for the opening of this office, on the first day of March next, for the sale of lands at private entry, and for a Public Sale, to be held at Fort Des Moines, and to commence on the 25th day of March next, be, and the same is hereby adopted.

V. P. VAN ANTHWERP, Commissioner.
GEORGE GILLASPY, Register.

DES MOINES RIVER LAND SALES.

OFFICE OF DES MOINES RIVER IMPROVEMENT,
Ottumwa, Iowa, February 18, 1852. }

NOTICE is hereby given that a *Public Sale* of lands embraced in the *Grant* made by the act of Congress of August 8th, 1846, to aid in the improvement of the *Des Moines River*, will be held at *Fort Des Moines*, on *Thursday* the 25th of March, 1852, when and where all of said lands contained in the following described Townships, and Ranges, will be offered for sale, to-wit: Township 80 North, in Range 23 West; Townships 78, 79, 80, 81, 82, and 83 North, in Range 25 West; Townships 80 and 81 North, in Range 24 West; Townships 80, 81, 82, and 83 North, in Range 26 West; Also, all that portion of Township 78 North, in Range 24 West, and Township 79 North, in Ranges 22, 23, and 24 West, that has not heretofore been offered at Public Sale. The above described Lands will not be sold at a less price than \$1,25 per acre. The sale above mentioned will continue for one week, or until all the Townships named shall have been offered. And further notice is hereby given, that on *Monday the first day of March* next, this office will be open, at *Ottumwa*, for the entry, at private sale, and at a price not less than \$1,25 per acre, of all lands in said above described grant which have heretofore been offered at public sale, and still remain unsold; and that it will be kept open for that purpose until Saturday the 20th day of March, 1852.

The Townships above described will be offered in the following order, to-wit: On Thursday, March 25th, Township 78, Range 24, and Township 79, in Ranges 22, 23, and 24; On Friday, March 26th, Township 80, Range 23, and Townships 80 and 81, in Range 24; On Saturday, March 27th, Townships 78, 79, 80, in Range 25; On Monday, March 29th, Townships 81, 82, and 83 in Range 25; On Tuesday, March 30th, Townships 80 and 81 in Range 26; On Wednesday, March 31st, Townships 82 and 83, in Range 26.

GEORGE GILLASPY, Register.

V. P. VAN ANTWERP, Commissioner.

[B. and C.]

LETTER FROM COMMISSIONER TO BANKERS IN N. YORK.

NEW YORK, May 24, 1852.

Messrs. Duncan, Sherman & Co., Bankers, N. Y.

In the course of the several interviews I have had with you, since my arrival here in April, with reference to a sale of the "Des Moines River Improvement" Certificates of Indebtedness, or "Construction Stock," I have stated that, to secure the payment of such certificates, the lands *granted by Congress*, for said Improvement, and still remaining unsold—*amounting to over a million of acres*—might be pledged, together with the profits to accrue from the works when constructed, to wit: *the water rents and tolls*, for such number of years as might be agreed upon; and I have, besides placing in your hands, for examination, all the Reports, and other documents in my possession, having any reference to the matter, explained to you, as fully as I was able to do, the progress and condition of the work, with the future prospects in regard to it.

Having given the subject your careful attention, you have stated to me verbally, as the result of your deliberations upon it, the difficulties that present themselves in the way of such a loan, and the present impossibility, as you believe, of effecting it.

Will you please, gentlemen, to give me a statement of those reasons in writing, and to furnish me, furthermore, with an expression of your views as to the course best and necessary to be pursued, in order to raise funds for the vigorous and speedy prosecution of the work referred to.

You have repeatedly suggested the pledging of the faith of the State to redeem the Bonds. Could funds be raised, probably, for the vigorous and speedy prosecution of the work, upon favorable terms with the lands, or their proceeds, set apart to create a sinking fund backed by the pledge of the faith of the State of Iowa, as you suggest, to secure the payment of the debt?

The "Certificates," or "Construction Stock," now proposed to be issued, were to bear an interest of *eight* per centum per annum.

Would, or would not, a *six* per cent stock, of the character suggested, probably find a ready sale, upon favorable terms?

By replying to this communication, at your earliest convenience, you will oblige

Yours, Very Respectfully,

V. P. VAN ANTWERP, Com'r, &c.

ANSWERS.

From Messrs. Duncan, Sherman & Co.

OFFICE OF MESSRS. DUNCAN, SHERMAN & COMPANY,
BANKERS, NEW YORK, May 27, 1852. }

Genl. V. P. Van Antwerp, Com'r Public Works of Iowa:

DEAR SIR: In reply to your note of the 24th inst, we beg to observe that, in the various personal interviews we have had the pleasure to have with you, relative to a sale of the "Des Moines River Improvement Certificates of Indebtedness," or "Construction Stock," we have expressed to you our opinion of the impossibility of negotiating a security of that character, carrying with it, as it does, no promise of payment, or pledge of faith, on the part of the State, of the nature of a *debt*, but a simple obligation on its part, as *Trustee*, to apply the proceeds of the lands, dedicated to that object, and the revenues that may be derived from the proposed works. *Such* a basis of security, we feel sure, will not command enough of confidence to induce capitalists to invest in it; and we are unable to say to you that we see any prospect in the future, such as to afford the least encouragement that securities of this character may be hereafter negotiated.

The inducement of an extravagant rate of interest, such as the certificates referred to present, will not as we think, be strong enough to overcome the doubt which will exist as to their sufficiency, and the want of confidence in their being adequate to the prompt payment of interest, and reimbursement of principal, at maturity.

In view of such an appropriation of the public lands as is suggested by the "Homestead Bill," now pending before Congress, you can not fail to perceive that the chief basis on which your certificates will rest *may*, be rendered very insufficient, and possibly almost valueless.

In view of these facts, the only suggestion we are enabled to make, in answer to your request, is to recommend such action on the part of the people and Legislature of your State (if it is their desire to

borrow money for the improvements referred to) as will create a *direct* and *Constitutional debt*, making such provision, if you please, as will set apart the land donated by the government, for the creation of a sinking fund, and pledging the faith of the State of Iowa for the prompt payment of interest and principal.

Such a debt, legitimately created, we have little doubt, could be advantageously negotiated, through proper channels, at a rate of interest not exceeding 6 per cent.

We are, Respectfully,

Your obedient servants.

DUNCAN, SHERMAN & CO.

From Simcon Draper.

NEW YORK, May 25, 1852.

Genl. V. P. Van Antwerp:

DEAR SIR: Your favor of yesterday is received. In reply, I beg to say, that I have been zealous in my efforts to negotiate the securities you refer to, but find it quite out of the question to do so, in their present shape.

I have endeavored to impress upon capitalists the perfect security of the Bonds, and urged the high character of the parties officially connected with the Trust, but have, notwithstanding, been unable to place them.

I know of no other way which will make your negotiation take the position of a first class security, except by engaging the faith of your State, by a pledge of the lands already ceded by the United States Government. If this can be obtained, and Bonds be issued, with some 20 years to run, bearing an interest of 7 per cent, with coupous payable semi-annually, in this city, I am sure the high character of the security will enable you to obtain the money at once, at rates as favorable as most of the other States. Perhaps 6 per cent would be as well as seven, but my views are rather favorable to an interest which is general with us during a series of years.

I am, with great respect

Your obedient servant,

S. DRAPER.

From James G. King & Sons.

NEW YORK, 27, May 1852.

V. P. Van Antwerp, Esq., Commissioner of Public Works of Iowa:

DEAR SIR—We beg to state, in answer to your favor of the 25th inst., asking us to give you, in writing, the reasons which we have stated verbally for our opinion that the "Construction Stock" could not, under present circumstances, be negotiated in our market; that the chief objection to such a security arises from the want of a general knowledge in regard to the value, and probability of sale of the lands, or of the amount of tolls from the slack water navigation proposed to be created, in a region so far distant, and so little known, to our money lenders; these considerations being of paramount importance, before any negotiation of such a character could be successfully undertaken.

It is not easy for us to state what should be "the course best and necessary to be pursued, in order to raise funds for the vigorous and speedy prosecution of the work referred to"—but, to the question, whether this could be done, probably, upon favorable terms, with the lands, or their proceeds, set apart to create a sinking fund, backed by the pledge of the credit of the State of Iowa to secure the payment of the debt; we should now readily give an affirmative answer—especially if the law creating such a loan should authorize the Commissioner of Public Works, or other proper officer, to levy, without further legislation, as the necessity arose, a state tax, to be applied to the punctual payment of the interest, and to the establishment of a sinking fund for the redemption of the principal, in case the tolls and revenues, from the Improvement to be made, and the proceeds of the lands pledged, should prove insufficient for the annual amount needful for those purposes.

This course was adopted by the State of Ohio, when putting forth her first loans, for Public Improvements; and to that provision may be ascribed the facility of borrowing, and the high credit which have been enjoyed by that state.

Whether a 6 per cent stock, of this character, would command a ready negotiation, when it shall hereafter be proposed, must depend upon the general value of money, in this country and abroad—which can not be foretold now.

—We shall be glad if these suggestions prove of service to you; and we now remain,

Dear Sir, Respectfully yours,

JAMES G. KING & SONS.

LETTERS FROM MESSRS. STURGES AND FORRER, OF OHIO.

PRINCETON, Indiana, June 8, 1852.

Dear Sir: When I parted with you at Zanesville, in March last, I promised to write you about the first of May, if I found that I could visit you in that month. I have delayed, that I might see my way clear before this time. The weather has been so unfavorable to our progress here that it will require the greatest exertions of Mr. Hosmer and myself both, to complete our work by the close of our time (1st. November.) I can not, therefore, promise myself the visit for some time to come.

Did you find a contractor East? and is your work likely to progress, either under your former, or a new arrangement?

Please write me either here or at Dayton, Ohio. I shall be here until 1st. July.

Yours truly,

SAML. FORRER.

GEN. VER PLANCK VAN ANTWERP, Keokuk.

SOUTH BEND, Indiana, July 5, 1852.

My Dear Sir: I am on my way to Fond du Lac, on some business, and can not *now* visit you, as I had hoped I should be able to do about this time. My friend T. Dowling, of Terre Haute, with whom I have had some conversation, about your Iowa public improvements, thinks he would be glad to accompany me to your place about the 1st of October, and thence to Fort Des Moines, and the "sources" of the *River*. Will that period be a favorable season of the year for such a tour? If not, what time will be best?

If Congress gives your state lands—her proportion, as proposed—can she do better with them than to make such liberal grant, to a company of men strong enough to construct a rail road from the "Fort" to the "source of the River?" If such a project could be carried out

I should be glad to be interested, and have little doubt the men and money can be found, *if the land, in sufficient quantity, can be had.*—When does your Legislature meet, and what do you think of this matter? Of course this would be *connected* with a contract to take your present “river improvement lands,” and finish that work first.—I should be glad to find a letter from you at Zanesville, on my return there about the 15th instant.

Yours truly,

SOLOMON STURGES.

GEN. VER PLANCK VAN ANTWERP, Keokuk, Iowa.

PRINCETON, INDA. Sept. 13, 1852.

MY DEAR SIR: I have yours of August 30, *via Dayton*. Mr. Sturges left me on the 8th inst. He came here more than half inclined to visit your country now, but, finding that it would be fatal to our prospects of finishing here in time, if I should leave, and desiring that we should, together, not only see your country, but your work also, he concluded to postpone his contemplated visit for the present. In July and August our work suffered severely from Cholera. 100 men died out of 800. Until then we had the work completely under our control, and could have finished within the time required by our agreement, with so much ease that I could have spared a month to visit you. Now it will require extraordinary exertions, and my constant attention, to enable us to finish by the middle of November—half a month over our time. We have, however, a promise from William J. Ball, Esqr. with whom, I believe, you are acquainted, to go to Keokuk some time in October. As soon as we can fix a time certain, I will advise you. In the meantime, allow me to suggest that you look forward to an early provision, by your Legislature, for authority to issue bonds, with a pledge of the faith of the State for something like the amount you think would be required to complete your Improvement. This would *ensure the early completion of the work, at a fair rate of cost.*

I think Mr. Sturges will write you from Zanesville.

P. S. I shall be glad to hear {
from you here, or at home }

Yours Truly,

SAMUEL FORRER.

ZANESVILLE, OHIO, Sept. 14, 1852.

DEAR SIR: On returning home from the Wabash and Erie Canal, two days ago, I found your letter of August 30th. We have suffered dreadfully by Cholera on our Canal job—have lost 100 men, out of a force of 800. We hope still to finish in November, if the weather prove favorable for work. I left Mr. Forrer on the line, where he will remain until the job is finished—or until the finishishing, *this fall*, is hopeless. We came to the conclusion that it would be *so late before he could leave* that a visit to your State this fall would probably be impossible. We will endeavor to make it as soon as soon as the weather shall be suitable in the spring.

On looking over a map of your state, and with the Des Moines Improvement in view, I have thought it would be desirable to have a rail road from the "Fort" northerly to the sources of the Des Moines, (through the lands granted for the River Improvement) and from the "Fort" west, to some point on the Missouri—say Council Bluffs, or near it. I think there will ultimately be two or three roads from the "Fort" to different points on the Mississippi—perhaps one to Keokuk, Burlington, and Davenport each—the latter through Iowa City.

Now, I think you should, the coming session of Congress, get grants of lands for these objects, as liberal as possible. If the inducements are of a favorable character, I believe my friends (who have ample means) would make the roads from the "Fort" west and north, and finish the River Improvement.

Gen. V. P. VAN ANTWERP,
Keokuk
Iowa.

} Very Truly
Yours &c.,
SOLOMON STURGES.

[D.]

Agreement.

George C. Allender & Co.

vs.

Ver Plank Van Antwerp,
Commissioner of the Public
Works of the State of Iowa.

} District Court of Jefferson
County at the October
Term A. D. 1851.

It is agreed between George C. Allender & Co. of the first part, and Ver Plank Van Antwerp, Commissioner, and George Gillaspay, Register of the Des Moines River Improvement, of the second part,

as follows: That when this agreement is filed in the office of the Clerk of said Court, the above entitled cause shall be forthwith docketed by said Clerk, and become one of the suits in said Court; and the filing of this agreement, as aforesaid, shall constitute an appearance, by both parties, in said Court, without any other or further notice, or process. Said parties of the first part agree to file their Petition, in said Court, by the 10th day of September next, and also serve a copy on said Van Antwerp, at Keokuk, and said parties of the second part agree to file their answer within fifteen days from the time such copy is served on said Van Antwerp.

Said petition shall set forth all the claims of every description, which said parties of the first part have, growing out of said Des Moines River Improvement, and which might be set up and demanded, in the above entitled cause. Said petition shall also offer to convey to the State the north half of Lots one, (1.) two, (2.) three, (3.) and four, (4.) in Block two (2.); and north half of lot one, (1.) in Block three (3.) in the town of South Bentsport, Van Buren county; and the Court, or Court and Jury, or Referres, as the case may be, shall have the right to decide that said parties of the first part shall convey said lands to the state; and shall also have the right to decide for what considerations, and upon what terms, such conveyance shall be made, not going beyond matters connected with said Des Moines River Improvement.

The said parties of the second part shall file their answer, as aforesaid, containing such claims, demands, and allegations, as they may deem proper and expedient; and when said petition and answer are filed, as aforesaid, the case shall proceed to judgement like any other case in said Court; and all questions therein shall be finally adjudicated in said Court, without the right of appeal in either party.

Each party shall have the right to plead and conduct the case by attorney.

Dated August 29, 1851.

GEORGE C. ALLENDER & Co.
 VER PLANCK VAN ANTWERP, Com'r.
 GEORGE GILLASPY, Register.

George C. Allender & Co.

vs.

Commissioner of Board of
Public Works of the State
of Iowa.

In District Court of Jefferson
County Iowa.

The agreement of submission in the above case is hereby so far changed as to authorise either party, plaintiff or defendant, to take exceptions, and appeal to the Supreme Court, as fully and perfectly as though no prohibitory clause was contained in the original agreement of submission, and so much of said original agreement as prohibits either party from appealing is hereby rescinded.

March 10th 1852.

Wright & Hall attorneys for
George C. Allender & Co.
Reeves & Miller for the
Defendants.

INSTRUCTIONS OF THE COURT AND FINDING OF THE JURY.

George C. Allender & Co.

vs.

Board of Public Works.

The Jury will ascertain and report to the court :

1. Are the Plaintiffs entitled to damages? *Answer:* Yes.
2. Did the location and erection of the state dam, by the Board of Public Works, damage the plaintiffs? *Answer:* Yes.
3. How much damage from the loss of the use of water power?---
Answer: Thirty six hundred dollars.
4. How much was the value of labor and materials furnished by plaintiffs, in repairing their dam. *Answer:* One hundred and fifty dollars.
5. How much are the N. $\frac{1}{2}$ of Lots 1. 2. 3. and 4. in Block 2, and the N. $\frac{1}{2}$ of Lot 1, in Block 3, in South Bentonsport, worth? *Answer:* Four hundred dollars.
6. What was the entire value of the plaintiffs mill property, including half the dam, at the time of the commission of the act complained of? *Answer:* Thirteen thousand two hundred dollars.
7. What would it cost plaintiffs to take the water from the state dam to their mill, where it stood at the time of the stopping? *Answer:* Twenty seven hundred and seven dollars.

8. What would it cost to bring all of plaintiffs mills and machinery, saw mills inclusive, up to the state dam? *Answer:* Four thousand nine hundred dollars.

DECREE.

George C. Allender & Co. }
vs. }

V. P. Van Antwerp Com'r &
 George Gillaspy, Register,
 Des Moines River Imp't }

This day this cause came on to be heard for final judgment; and it appearing from the verdict of the Jury in this case, that it would cost the sum of twenty seven hundred and seven dollars to carry the water power from the new dam, erected by the defendants; to the old mills of Plaintiffs, and it being admitted that the saw mill of Plaintiffs could not be used in its position at the time of the interruption of defendants water power; and the sum of four hundred dollars being agreed on by the parties as an amount for adjusting that difficulty, which was not included in the aforesaid sum of twenty seven hundred and seven dollars; and the jury having assessed the value of the lots hereinafter mentioned at the sum of four hundred dollars; and it also being agreed by the parties that plaintiffs were using, at the time above mentioned, a water power, at the ordinary stage of the river, sufficient to run six pair of Bur Stones of four feet and a half diameter; *It is therefore, ordered, adjudged, and decreed, by the Court,* That the Plaintiffs shall have of the water power to be furnished by the new dam of the said Board of Public Works, sufficient, at the ordinary stage of the river, to run six pair of Burr Stones, of the diameter of four feet and a half, for the period of thirty seven years from the rendition of this judgment; and that the defendants execute a lease therefor, accordingly; and that they recover of the defendants the sum of twenty seven hundred and seven dollars; and also the further sum of four hundred dollars as aforesaid, with interest thereon from the day of the rendition of the judgment, payable out of the Des Moines River Improvement fund; and also the sum of four hundred dollars for the north half of Lots 1. 2. 3. and 4. in Block 2. and the north half of Lot 1. in Block 3. in South Bentonsport, with interest

in like manner; and it is further ordered and decreed, that the plaintiffs shall convey to the defendants the lots aforesaid, by deed of general warranty, reserving such use of them as is necessary to the use of the water power above decreed to them; And, by consent of parties, this decree is in full of claims of plaintiffs against defendants up to the rendition of this decree, and is a final settlement of the whole matter; and it is ordered that defendants pay the costs of this suit.

[E]

OFFICE OF COMMISSIONER OF THE DES MOINES RIVER IMPROVEMENT, }
Keokuk, Iowa, Nov. 8, 1852. }

Messrs. Page & Bacon, Bankers, St. Louis, Mo.:

While in St. Louis, a few weeks since, I had some conversation with one of your firm in reference to a loan for the Des Moines River Improvement, to be based upon the lands granted for that object by an act of Congress, together with the profits of the work; and you assured me that if the power already existed, by law, of placing the lands in the hands of trustees, or if such power could be procured, by an act of the Legislature of Iowa, you had no doubt the money could be obtained for carrying the work forward.

Not having my official papers---laws, reports, &c.,---with me at that interview, and expecting then that I should have visited your city again ere now, I did not procure from you a statement of the *amount* of the loan that could, in your opinion, be had upon the lands, &c., referred to---nor the *terms* on which it might be made.

The situation of my business is such, at present, that I find it will be impossible for me to visit St. Louis again before the closing of navigation this fall; and the time is very near at hand when I am required by law to make my annual report to the Governor, to be laid before the Legislature. I would be glad, therefore, to have you reply to this communication, at your earliest convenience, and give me, in writing, your views upon this subject.

If you would make a *distinct and specific proposition* that if, with authority, to be obtained by legislative enactment---say by the first or middle of January next---the lands could be placed in the hands of trustees to secure the loan---or such other proposition as you may

have to make--you would *guaranty* that any certain amount, to be named, should be advanced by you, *within some specified time, and upon what terms*, it would of course enable me to present the matter in a much more tangible shape before the Legislature, and one correspondingly more likely to receive some definitive action from that body. Indeed, without some such distinct proposition, it may well be doubted whether any *effective* legislation will be had upon the subject the approaching session.

I send, herewith, several printed pamphlets, for your perusal and examination. They embrace full information in regard to the condition of the work, and the fund, up to the date of the report made to the Governor, by the Commissioner and Register, on the first of December last--since which time the only very material change that has taken place, in reference to either, is the fact that the river has been opened for navigation, by the completion of some of the state works, and the opening of the "old dams."

The present indebtedness of the work will reach something upwards of \$100,000, while the amount of lands embraced in the grant, and remaining unsold, can be very little, if any, less than 1,000,000 (one million) of acres, as the sales have been quite light during the past spring and summer. Those sales, however, are improving considerably within the last few weeks, as I am recently advised in a letter from the Register.

One point I desire to mention that would probably have to be provided for, in any arrangement of the kind referred to that might be made. It is this: a portion of the lands--comparatively a small portion--perhaps not 30,000 acres; certainly, I think, not double that quantity--are already occupied by actual settlers, who have parts of them improved, and under cultivation.

Now, the provision to which I refer is that such lands, *so already occupied*, shall continue to be subject to sale at \$1.25 per acre. With this provision, if a loan can be effected to ensure the carrying the work forward to a probable completion, and upon terms sufficiently favorable to the state, and the work, to justify its being made, I think the matter may be arranged when the Legislature meets four weeks hence.

Very Respectfully

Your Obedient Servant,

V. P. VAN ANTWERP, Com'r.

ANSWER OF MESSRS. PAGE & BACON.

St. Louis, Nov. 13, 1852.

Gen. V. P. Van Antwerp, Commissioner, &c., Keokuk.

DEAR SIR: We are in receipt of your favor 8th inst., and note contents. We have also examined, as far as our limited time and freedom from indispensable business would permit, the documents accompanying your favor.

From the investigation given to the subject, we find there are so many collateral questions and issues involved, that we are much embarrassed in arriving at a definite conclusion. In fact we do not think we have sufficient information, of the right kind, to enable us to give a very intelligent opinion, or one that you could with perfect safety act upon. We had overlooked, when you were here, the somewhat embarrassing position of the grant of lands, above the Raccoon Fork, in consequence of the decisions of the Department, both for and against. We incline to the opinion expressed by yourself, that the decision of Mr. Walker is the correct and legitimate one; but the existence of a doubt as to what will be the final decision of the question, would, as we fear, prejudice the security.

We regret much that you could not visit us, and explain in person the issues involved, as you would have been able, doubtless, to relieve us of much that now perplexes us.

We are of opinion that the lands claimed can be so used as to enable you to clear off the present debt against the works, and give you a fund adequate to complete the same; but our opinion in relation to this is not so valuable, or reliable, as it would be, if we were better informed as to the estimated cost of the proposed improvements; how long it would take to complete them; what would be the revenue derivable from the same when completed, &c.—all, you will observe, questions of importance, in relation to the manner of raising means, and providing for ultimate payment of principal and interest. But we will venture to give you the result of our speculations, which would doubtless be much modified, or changed, if we were in possession of data desired.

First: We assume that you are entitled to, and have, 1,000,000 acres of land; and, second: that you can give or convey to Trustees an unquestioned title, as a basis upon which to issue Bonds. On these lands we would set apart, for the aforesaid purpose, 800,000

acres, which, at a valuation of 1.25 per acre, would furnish a basis of \$1,000,000—on which to issue your securities for a like amount, having 20 years to run, and bearing 7 per cent semianual interest—both principal and interest payable in the City of New York. Probably these securities would sell so as to nett you a like amount, or in no event less than \$950,000—and also meet with such ready sale as to enable you to prosecute with vigor the work. You still have 200,000 acres left, untrammelled by trusts or otherwise, which, we think, could be managed—reserving them from the trust, in such situations as to have a present additional value, over those embraced in said trust, and at the same time enhance the value of last named, from the proximity to improved lands—so that they would pay equal to \$2 per acre (being scaled above and below this, as situations and locations would warrant) or, in the aggregate, \$400,000—which, added to the loan, gives you \$1,350,000. We have supposed that your present debt, and the works complete, would amount to \$1,100,000. You then have \$250,000, to pay your annual interest for *three* years, leaving a small balance. After three years we have supposed your works would be in so complete a state as to be a source of revenue, and, from that time forward, would pay all your interest, and leave you a surplus to apply to a sinking fund, for the ultimate redemption of your bonds, and eventually leave you with your works, and your 800,000 acres of land free of all incumbrance—a very valuable source of revenue to your State.

We have, we think, made our figures on low estimates of the value of the lands, and if it were desirable to raise more means than \$1,000,000 the lands might be scaled, commencing at 1.25 and running up to $2\frac{1}{2}$ or \$3; but we have not thought that this would be necessary.

You will probably have time, before any action could be taken on your Report to the Legislature, to communicate fully to us all the facts and circumstances connected with the subject, so that we could make you a definite proposition. From this you can learn our general idea, and something near what we would be likely to propose, if your statements corroborate our suppositions. If we were to have any thing to do with the negotiations, we should wish to consult with you as to the best way of arranging the Trust, Trustee form of Bonds, &c, as it would facilitate, probably, our negotiations, by attending in advance to these particulars. If your grant is all right, and you can get your

Legislature to act liberally with you, in granting adequate powers for the proper control of the lands, we would have no trouble in providing for you adequate means to push forward, with great rapidity, the works.

Yours Very Respectfully,
PAGE & BACON.

SECOND LETTER FROM MESSRS. PAGE & BACON.

ST. LOUIS, NOV. 23, 1852.

Gen. V. P. Van Antwerp, Commissioner, &c., Keokuk.

We have had the pleasure of an interview with Guy Wells Esqr., Chief Engineer of your Improvement, in relation to the manner of conducting the work on the Des Moines River Improvement, and the course to be pursued to raise the means for completing of same; and we have finally determined on making, through you, to the State, the following proposition.

1st. We will agree to furnish the funds necessary to complete the work within five years from the first day of January 1853, provided said funds shall not exceed in amount the sum of one million three hundred thousand (1,300,000) dollars, including the present debt, of not exceeding one hundred and twenty thousand (120,000) dollars, inclusive of interest, damages on contract, &c.

2nd. We are to have the privilege of making the contracts for the work to be done on the Improvement, under the supervision of the Commissioner of the State, whose powers shall extend to seeing that the work is done in accordance with the plans and specifications most recently adopted, and on which the work is now progressing on dam No. 8.

3d. In consideration of the above agreement, and others which may follow in this instrument, the State of Iowa agrees to convey to us, in fee simple, all of the unsold lands granted to her under an act of Congress approved August 8th 1846; and the State hereby agrees that said lands, remaining unsold on the 1st day of January 1853, shall not be less than nine hundred thousand (900,000) acres in quantity. And the State further agrees that she will continue to urge upon Congress, or the Department having charge of these matters, her claim

for the land sold (about 25,000—say twenty five thousand—acres) subsequent to the grant, and prior to the Department notifying the local Land Officers to withhold said lands from sale; and that the lands, when obtained, shall be conveyed to us as aforesaid.

4th. The State agrees that we shall have the exclusive use and control (if we so desire) of the Improvement for twenty five (25) years from the time named for its completion, with power to collect and levy tolls and water rents for the use of the same, as we may deem best, providing the charge on pound freight shall not exceed (4) four mills per thousand pounds, per mile, and other freight in proportion.

5th. The State agrees that she will not grant a charter for a Rail road or Canal within ten (10) miles on each side of said Improvement, running parallel with, or nearly so, with same, for a distance exceeding (40) forty miles, during the full term of time in which the use of the Improvement is guaranteed to us, or authorise, by any general law, such improvements, or construct herself such improvements, within the distance named.

6th. The State agrees not to tax the lands until they pass out of our hands by sale, (none being exempt for over 20 years), or the Improvement for the term of this agreement, and to pass such laws, from time to time, as shall be necessary to enable us to enforce our claims on parties doing business with us in connexion with the Improvement; and to protect us in our rights growing out of the contract which may be made in accordance with these propositions.

7th. The State agrees that all creditors of the Improvement holding Scrip, Bonds, or liens, to be paid out of the sale of lands appropriated for this Improvement, shall file a relinquishment of said claim with the Commissioner, and agree to receive, in lieu thereof, payment out of moneys which we have agreed to deposite as security for the faithful performance of the contract and stipulations in connexion therewith.

8th. The State agrees that we shall have the exclusive control of the waters of the Des Moines River, from Fort Des Moines to the mouth of same (with the exception of rights and privileges heretofore granted—and the water rents from said parties, now holding privileges to be paid to us) and authorise us to sell and dispose of the privilege of using same as we may deem best, provided no contract shall extend beyond the term of this agreement, by which we are to receive the rents after such time.

9th. The State reserves the right to require of us that the bona-fide settlers on the lands, now conveyed, prior to the act granting the same to the State, shall have the right to purchase of us, within twelve months from the 1st January 1853, to the extent of 25,000 acres, at one dollar and a quarter per acre.

10th. We agree to deposite with the Commissioner (he giving us Bond, with good and sufficient security, for the faithful disbursement of same, in accordance with this agreement) to be paid to the present creditors, as before stipulated, One hundred and twenty thousand (120,000) dollars, within sixty days from the passage of the act authorising this agreement, and on proper transfer of the lands, and relinquishment of creditors, as aforesaid, and the placing at our disposal and control the Improvement aforesaid.

11th. It is agreed that not less than \$200,000 a year shall be expended in prosecuting the work after the first year.

12th. The State to have the power of appointing the Chief Engineer, subject to our approval and removal, for good and sufficient cause.

13th. The State agrees that we may issue, at any time within (20) twenty years, Bonds based on the Lands hereby conveyed, and the Lease of Improvement and River, heretofore spoken of, bearing interest at not exceeding 8 per cent per annum, payable semiannually.

Very Respectfully

Your Obedient Servants

PAGE & BACON.

[F.]

ENGINEERS OFFICE, KEOKUK, IOWA,

November 20th, 1852. }

To Genl. V. P. Van Antwerp, Commissioner of the Des Moines River Improvement. . . SIR: I have the honor to present to you my annual report, of the condition and progress of the Des Moines River Improvement.

The work has not been resumed on any portion of the original line of improvement, from the terminus of the Canal at Motts Ferry to Dam No. 2 at Belfast; and as it was contemplated by the Legisla-

ture that the Canal should be suspended, until the State dams and locks were completed between St. Francisville and Keosauqua, it was thought advisable to remove some of the obstructions in the natural channel of the river between the head of the canal and the mouth of the Nassau Slough. The extreme low water in July presented a favorable opportunity to examine the nature of those obstructions, and they were found chiefly to consist of snags, stumps and large trees partially embedded in the sand, or collected in large drifts, so as to render the navigation extremely hazardous and difficult at any stage of water. (I would here remark that deposits of this kind are rarely if ever found in any other portion of the Des Moines River.) Accordingly, a contract was entered into on the 21st day of July to open a channel not less than two hundred feet wide in this portion of the river, so as to admit the free passage of boats of all classes. This was done by raising and removing all the snags, stumps, and trees that could be raised, with the machinery at command, or that could be procured with our limited means; and those that could not be raised entire were cut off below the surface of low water, so that they will not endanger the navigation at a medium stage of water, i. e. when the water is high enough for boats to pass over the bars and ripples in other portions of the river. The removal of these obstructions will be of essential service to the navigation, and was done at a cost of only nine hundred dollars.

Belfast Work. Dam No. 2.---Nothing has been done at this job, except the furnishing five hundred and fifty dollars worth of timber, since the date of my last report.

Croton Work. Dam No. 3.---The work at this point, so far as it has progressed, has been done in the most substantial and durable manner. The lock and lock gates, are completed, and a pier 60 feet long below, and a pier and ice braker 90 feet long above the lock, have been constructed to protect the lock walls, and guide the entrance of boats into the lock in times of high water. The side walls, with openings for the passage of water around the lock, for hydraulic purposes, is also completed; and the bank is well protected with a good slope wall so that the water power can now be leased at this point. In order to pass this lock with boats before the State dam is completed, a connexion has been formed between the head of the upper pier and Messrs. Thom & Colton's mill dam, which raises a head of water sufficient to admit the passage of boats over the breast wall of the

lock, and will answer all purposes for navigation, so long as the improvement between this point and the mouth of the river remains unfinished. The materials for the dam at this point are all delivered, and the timber and plank which have been furnished at this place and along the line of the improvement, at a cost to the State of 10,570 dollars will soon be rendered useless by decay, unless means are furnished to prosecute the work.

The damage to the canal, and the loss of timber and plank, caused by the great flood in 1851, amounting to seventy thousand dollars, as mentioned in my last report, would not have occurred had the works been completed; which would have been the case had the necessary funds been furnished at the proper time; and the further prosecution of the work, under such embarrassing circumstances, will always, more or less, subject it to the same periodical losses.

Bonaparte Work. Dam No. 5.—This lock and dam is completed, and the efficiency of the work thoroughly tested. Several boats have passed through this lock, and the time employed for that purpose has not exceeded ten minutes. The pool formed by this dam flows four feet of water on the lower mitre sill of the lock at Bentonsport, and that too, during the extraordinary low water of the past season.—This work, completed, has only cost \$35,300, being \$340 less than my estimated cost.

Bentonsport Dam No. 6. Has also progressed nearly to completion, notwithstanding the difficulties and embarrassments that the contractor has labored under for the want of means; so that it will be in a condition to pass boats at the opening of navigation in the spring.

The effect resulting from the completion of the two dams last mentioned, aside from purposes of navigation, may be estimated by noting the fact that some six or eight mills are now in successful operation, and several large permanent buildings have been erected for the reception of much additional machinery.

Keosauqua. Dam No. 8. Is located near the site of the old mill dam, and the contractor has progressed rapidly with the lock foundation, and has raised one of the lock walls above an ordinary stage of water, so that he will be enabled to commence operations early in the spring.

As soon as it was ascertained that the State works at Croton, Bonaparte and Bentonsport, were so far advanced as to admit boats to pass, I proceeded, according to your instructions, to remove a portion of the

old mill dams, at Plymouth and Keosauqua, that there might be an uninterrupted navigation for all classes of boats during the season of high water. At each of the points above named a channel was opened through those dams one hundred feet wide, and everything removed down to the bed of the river, which, in my opinion, will admit the passage of boats without detention or risk.

The Des Moines River being once more opened, it should be the object of those having charge of the improvement to so conduct the new works, that the navigation in times of high water shall not again be interrupted.

Work has been done on the improvement, during the past season, to the amount of 30,190 dollars. The cost of the whole work, when fully completed, will not exceed 1,500,000 dollars, or 7,500 dollars to the mile, which is only about one half of the cost of a good rail-road.

Much has been said about canals and slackwater navigation being behind the age; that rail-roads must take their place. Let us examine the comparative cost of transportation. $3\frac{1}{2}$ cents per mile on a ton of freight is less than the average cost of rail-road transportation. Assuming it to be 180 miles from Fort Des Moines to Keokuk, the transportation of a ton of freight, between those points, would cost six dollars and thirty cents, or $31\frac{1}{2}$ cents per 100 lbs. Freight can be transported on the Des Moines River Improvement, between the same points, including tolls, for four dollars per ton, or twenty cents per 100 lbs., making a difference of two dollars and thirty-one and one-third cents per ton, in favor of the slackwater navigation.

Assuming the transportation to be 10,000 tons of up freight, and 50,000 tons of down freight, making in all 60,000 tons per annum (which I think is not an over estimate, when our coal, plaster and hydraulic lime beds, and agricultural resources are fully developed) this, at two dollars and thirty-one and one-third cents per ton, amounts to 138,800 dollars in favor of the river improvement. The down freight on flat-boats would cost but a little more than one-half of the above sum.

It is due to M. M. Hayden, Esq., my principal assistant, and to Jno. B. Knight, Esq. Superintendent, to say that they have performed all the duties assigned them with skill, energy and fidelity, and they have always manifested a deep interest in the progress and final completion of the work. I therefore recommend them to your kind considerations.

It is unnecessary to add that the delay in improving the navigation of the river, is attended with very serious evils to the thousands who have settled along its fertile valley, and who have depended upon it as a means of communication with their market. The unparalleled increase of population of this portion of our State, and the strong inducements that will, for many years; still be afforded for augmenting it, make it necessary, and their real wants and requirements demand, and abundantly justify, that liberal policy, at the hands of our legislators, which has characterized the legislative action of other States in relation to internal improvements; and to recede or even to falter, would be to violate good faith, disappoint the hopes, and dampen the energies of the people of that portion of our young and enterprising State.

Respectfully submitted,

GUY WELLS, Chief Engineer.

1948 00	.....	to be paid for non-payment	.....	"	"	"	"
3750 34	.....	contractors and others for labor and materials on work at Canton	.....	"	"	"	"
600 00	.....	Honorable and Best report	.....	"	"	"	"
110 00	.....	R. J. Gorman on contract for clearing out sags, and opening channel below St. Francisville	.....	"	"	"	"
200 00	.....	for opening "old dam" at Lyonsville to owners of land for right of way	.....	"	"	"	"
400 00	.....	per agreement with late board of Public Works	.....	"	"	"	"
700 00	.....	for hauling logs to and piling them per bill by the board of Public late president of board of Public Works and due him on balance	.....	"	"	"	"
25 00	.....	of orders drawn on late President and by him accepted	.....	"	"	"	"
174 00	.....	on bills for printing 500 copies annual Report of Com'r & Register with other blanks and stationery for office	.....	"	"	"	"
240 01	.....	due to arbitrators, counsel, officers and witnesses in arbitration cases with contractors in 1851 and with Alexander & Co. mill owners	.....	"	"	"	"
2801 00	.....	on salaries of com'rs and engineers interest on certificates or bonds issued to Langley Brothers & Co	.....	"	"	"	"
201 00	.....	Balance in hand	.....	"	"	"	"
1274 48	.....		.....	"	"	"	"
23381 20	.....	Total	.....	"	"	"	"

[G]

The Des Moines River Improvement Fund, in account with V. P. Van Antwerp, Commissioner of said Improvement

1852		Dolls.	Cts.
Oct. 31.	To am't paid (by instalments) since Dec. 1, 1851 on certificates of indebtedness issued July 1, 1851, for work done on Improvement, prior to that date	9494	73
" " " " " "	(by instalments) on certificates issued to J. C. Walker & Co., contractors	1285	00
" " " " " "	on drafts drawn by Geo. Gillaspay, Register, &c., on Bangs, Brothers & Co., dated Dec. 20, 1851, payable to my order as Comm'r. &c., 30 days after date; by me endorsed and sold—and subsequently protested for non-payment	10166	00
" " " " " "	contractors, and others, for labor and materials on works at Croton and Bonaparte and Bentonsport	27639	34
" " " " " "	R. J. German, on contract, for clearing out snags, and opening channel, below St. Francisville . . .	900	00
" " " " " "	for opening "old dam" at Plymouth to owners of lands, for right of way, per agreement with late Board of Public Works	200	00
" " " " " "	for hauling together, and piling, timber drifted by the flood of 1851 . .	400	00
" " " " " "	late president of Board of Public Works a bal. due him on his acc't . .	100	00
" " " " " "	on orders drawn on late President &c., and by him accepted	28	30
" " " " " "	on bills for printing 500 copies annual Report of Com'r & Register, with other blanks and stationary for office	174	26
" " " " " "	fees to arbitrators, counsel, officers and witnesses, in arbitration cases with contractors in 1851, and with Allender & Co., mill owners	946	31
" " " " " "	on salaries of com'r and engineers interest on certificates, or bonds, issued to Bangs, Brothers & Co. . .	2891	29
" " " " " "	Balance in hand	201	00
	Total	\$55812	26 $\frac{1}{2}$

The Des Moines River Improvement Fund, in account with V. P. Van Antwerp, Commissioner of said Improvement,

		Drafts No. of	Dolls. Cts.
1851			
Dec. 1.	By <i>balance</i> in hand, per last acc't.		535 71 $\frac{1}{2}$
" 22	" <i>Cash</i> received on 10 drafts, for 500 dolls. each, dated Dec. 20, 1851, drawn by Geo. Gillaspay, Register &c., on Bangs, Brothers & Co., payable to my order as Com'r &c., in New York, 30 days after date, and by me endorsed and sold—discount and interest off		4924 17
" "	" do. on <i>two</i> drafts—same as those above described—discount and interest off.		987 50
" "	" do. on <i>two</i> other drafts—same as above—discount and interest off		987 50
" 23	" do. on <i>one</i> draft—same as above		500 00
1852			
Jan'y 5.	" do. on <i>two</i> drafts for 5000 dollars each, same as above described, except as to amount—discount and interest off.		9870 00
" 8	" do. on <i>three</i> drafts for 500 dolls. each—same as above		1500 00
Feb'y 4	" do. on two drafts for 500 dolls each do.		1000 00
" 27	" do. on draft on Geo. Gillaspay, Register &c., payable 10 days after sight	10	500 00
" 28	" do. do. do. do. do.	11	500 00
March 1	" do. do. do. payable at sight	12	250 00
April 3	" do. do. do. do. do.	13	18552 67
June 30	" do. do. do. do. do.	14	3551 81
Aug. 13	" do. do. do. do. do.	15	7403 95
Sept. 3	" do. do. do. do. do.	16	2138 25
" 23	" do. do. do. do. do.	17	500 00
Oct. 14	" <i>Cash</i> received on draft on Geo. Gillaspay Register, &c.	18	2110 70
Total			\$55812 26 $\frac{1}{2}$

Office of Commissioner, Des Moines River Improvement, Keokuk,
Iowa, Nov. 1, 1852.

V. P. VAN ANTWERP,

Commissioner.

[H]

REGISTER'S ACCOUNT.

GEORGE GILLASPY, Register,

In account with the Des Moines River Improvement, Cr.

DATE.	TO WHOM PAID.	Drafts No. of	Dolls.	Cts.
Feb. 27th, 1852.	V. P. Van Antwerp, Com'r, &c., &c.	10	500	00
" 28th, "	" " " " " "	11	500	00
Mar. 1st, "	" " " " " "	12	250	00
April 3d, "	" " " " " "	13	18552	67
June 30th, "	" " " " " "	14	3551	81
Aug. 13th, "	" " " " " "	15	7403	95
Sept. 3d, "	" " " " " "	16	2138	25
" 23d, "	" " " " " "	17	500	00
Oct. 14th, "	" " " " " "	18	2110	70
Nov. 25th, "	" " " " " "	19	600	00
	Balance on hand, Nov. 30th,		7394	62
	Paid for office rent, blanks, printing, fuel and other incidental expenses; which is shown by books and vouch- ers on file in this office.		260	05
	Paid Jesse Williams, late, Secretary of Board of Public Works, in lands at \$2.00 per acre. See Law, Feb. 5th, 1851.		800	00
	Paid self on account of salary for the year 1852, ending Dec. 1st. 1852. . . .		1000	00
	Paid V. P. Van Antwerp, Com'r &c., Dec. 20th, 1851, drafts on Bangs, Brothers & Co., New York, for the sum of.		45562	30
	Total.		\$65562	30

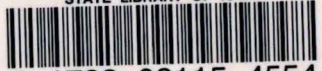
Office of Commissioner, Des Moines River Improvement, Keokuk,
V. P. VAN ANTWERP,
Commissioner.
Iowa Nov. 1. 1852.

REGISTER'S ACCOUNT.

GEORGE GILLASPY, *Register,**In account with the Des Moines River Improvement, DR.*

Sale of Lands and Date thereof	REMARKS.	Acres	100ths	Dolls. Cts.
Dec. 1852.	40	...	120 00
Jan. "	40	...	120 00
March, "	16575	83	21019 78
July, "	5253	21	6566 53
August, "	2408	6	3010 07
Sept. "	1792	19	2240 23
Oct. "	4453	12	5566 40
Nov. 30th, "	2693	99	3367 48
Total amount of Lands and money.....		33256	40	\$42010 49
Received from Paul Brattain, late Treasurer Board of Public Works, by John M. Whittaker and John Alexander his sureties, June 30th, 1852. <i>See Draft No. 14, of Com'r, &c.</i>				3551 81
Total				\$45562 30
P. S. 80 acres of the above lands was sold at \$3.00 per acre, and 400 acres sold to Col. Jesse Williams, in pursuance of law, at \$2.00 per acre.				
Dec. 20th, 1851, to drafts drawn by me on Bangs, Brothers & Co. of New York, for the sum of				20000 00
Total				\$65,562 30
Office of Register of Des Moines River Improvement, Ottumwa, Nov. 30th, 1852.				
GEORGE GILLASPY, Register &c.				

STATE LIBRARY OF IOWA



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