

THE PALIMPSEST

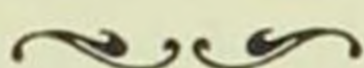
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A Plan That Failed

The best laid schemes o' mice an' men
Gang aft a-gley,
An' lea'e us naught but grief an' pain
For promised joy.

Robert Burns was right. The best laid plans of mice and men sometimes go awry. This is true not alone in fallowed fields, where tiny mice may run and play, but in the halls of Congress and in courts of justice, too. While Iowa was still a Territory, Congress sought to improve the navigation of the Des Moines River "from its mouth to the Raccoon Fork" — the present site of Des Moines. To this end, laws were passed, money was expended, and dams were built; but alas, the plans went "a-gley". Elections ensued, committees met, officers reasoned, lawyers argued, and judges disagreed. Meanwhile, Iowa "spent ten years and a million dollars" on an experiment that failed, and the Des Moines River was still unimproved.

Between the Mississippi and Missouri rivers

lies a rolling plain 300 miles wide, extending from central Missouri to the Minnesota River. Centrally through this prairie paradise flows the Des Moines River, the principal stream in the Iowa country. Some of the earliest explorers marked it on their maps, and the fur traders used it as the most direct water route to the interior, as no doubt the Indians had done for centuries. To the pioneers the chief utility of such a large stream so favorably located was as a means of transportation. It is not surprising, therefore, that they were much concerned about its navigability.

When Albert Lea explored the Des Moines River in 1835, he concluded that it was navigable below the Raccoon Fork, though rocky ledges, numerous bars of loose white sand, many snags, and sharp bends would make traffic difficult. Steamboats could usually get up, he thought, during the high-water season in April, May, and June. A channel could be cleared as far as the mouth of Cedar Creek (near the western boundary of Mahaska County) for \$500.

Six years later John C. Fremont, after a careful survey, reported the Des Moines River to be navigable, particularly below Cedar Creek during the spring. At the shallowest place above the Cedar he found a foot of water when the river was very low. Mr. Phelps, who had lived nearly twenty

years on the Des Moines, said that boats could go as far up as the Raccoon Fork. He ran a steamboat to his trading post 87 miles from the mouth. "From these observations", declared Fremont, "it will be seen that this river is highly susceptible of improvement, presenting nowhere any obstacles that would not yield readily, and at slight expense. The removal of loose stone at some points, and the construction of artificial banks at some others, to destroy the abrupt bends, would be all that is required. The variable nature of the bed and the velocity of the current would keep the channel constantly clear."

Meanwhile, steamboat navigation on the Des Moines River had begun. In 1837 the *S. B. Science* took a load of flour, meal, pork, groceries, and whisky up to Keosauqua, which was then the farthest settlement on the river. Probably the rapids at the Great Bend would have obstructed the passage of such a boat, if there had been any purpose in going farther. There is some evidence, however, that a steamboat went up as far as Keokuk's village during a period of high water in the fall of 1837. Several keelboats carried merchandise and produce up and down the river. In 1843 the *Agatha* steamed all the way up to the Raccoon Fork with a cargo of supplies and a detachment of soldiers for Fort Des Moines.

With the opening of central Iowa to settlement in 1843, the need of transportation facilities became more imperative. Railroads were in their infancy and highways hard surfaced with plank cost more than they were worth. The conversion of the Des Moines River into a commercial water route seemed to be the most feasible project. Agitation for improvement by means of dams and locks increased as steamboating developed. Finally, on January 14, 1846, Augustus C. Dodge, the Delegate to Congress from the Territory of Iowa, introduced a bill whereby the United States appropriated alternate sections in a strip of land five miles wide on each side of the Des Moines River to aid in improving the navigation of that stream. This bill became a law on August 8, 1846.

It was clearly understood by all that the proposed improvement should extend from the mouth of the river "to the Raccoon Fork". But the extent of the land grant was not so definite. To be sure, the act specified alternate square miles within five miles of the river. But, just what did that mean? No one seemed to know whether the grant extended only to the mouth of the Raccoon River, to the northern boundary of the State, or all the way to the headwaters of the Des Moines.

At the time the grant was made, the people of Iowa supposed that it embraced only the land be-

low the Raccoon Fork. Governor James Clarke estimated that it would cover "upwards of three hundred thousand acres of the most fertile and valuable land in Iowa". Soon after Iowa was admitted to the Union on December 28, 1846, a legislative committee suggested that the act of Congress granting an equal moiety "on each side of said river" should be interpreted as meaning not only the area below the Raccoon Fork, but the land along the river for the entire distance traversed by the river within the limits of the State.

In accordance with this interpretation of the act, the committee estimated that the lands granted below the mouth of the Raccoon Fork included at least 400,000 acres, and that those above the mouth of the Raccoon constituted an additional area of 560,000 acres. This entire grant, if sold at the minimum price of \$1.25 per acre, would yield approximately \$1,200,000, which would more than pay the expense of the whole improvement program. This glowing report was regarded by some as visionary. A matter of such importance, however, was not to be passed over lightly, and men in public affairs at once began to speculate upon the true meaning of the law, and to estimate the real extent of the grant given by Congress.

Then it was that the question of improving the Des Moines River became a political issue. In

April, 1847, the Democratic State Central Committee gave notice of a convention to be held at Bloomington (now Muscatine) for the purpose of nominating candidates for members of the Board of Public Works. Attention was called to the fact that these officers would be entrusted with the disposal of more than a million acres of valuable Iowa land, and with the expenditure of vast sums of money for internal improvements. It was also suggested that these offices "should be filled by honest and competent men, of correct principles", and emphasis was placed upon the desirability of unity of action among members of the Democratic party in order to secure such men.

The appeal sounded plausible, but it was subject to attack by the opposition party. The editor of the *Iowa Standard*, a leading Whig advocate, endorsed the idea that "honest and competent" men should be selected, but thought they should not be taken "exclusively from the loco foco ranks". Members of the Democratic committee, he said, "know that there are just as many honest and competent men, and of correct principles too, in the Whig ranks as there are in their own. But this is not what they are after. Their object is to prevent, by a union of party strength, the possible election of any honest or competent Whig. That's the English of it." The editor further expressed

the view that the selection of such officers should not be a partisan matter, but that men of experience and common sense should be selected regardless of party affiliation. He thought that the Board should consist of a group of civil engineers rather than a number of "brawling politicians".

A few weeks later the same editor again called attention to the importance of the impending election. "We had no wish", he said, "to see a party contest for the Board of Public Works. But the loco focus would have it so, and they must take the consequences. If they are badly whipped with their own weapons, they must not blame us, we did our duty, and admonished them not to hold a grand State caucus to dictate to 'the democracy'."

The Democrats did not heed the advice of the opposition, and the choice of members on the Board of Public Works was determined chiefly by political affiliation. It soon appeared, however, that the Whig warning that the Democrats might be "whipped with their own weapons" was not well founded, for the Democratic candidates were elected by a substantial majority.

Soon after the election, the Board of Public works selected Samuel R. Curtis of Ohio as chief engineer. A survey completed in 1850 disclosed the fact that the total distance from Fort Des Moines to the mouth of the Des Moines River was

a little more than 204 miles. Between those points the river fell 309 feet.

The plan of improvement proposed the construction of twenty-eight dams and nine locks. From the first dam, at St. Francisville, Missouri, at the head of Nassau Slough, navigable water was to be locked to the Mississippi. Beginning with St. Francisville, each dam was to be of such height as to raise the water to the next dam above. Dam number two was located at Cowpen's Mill near the line between ranges seven and eight, and number three was at Thome's Mill at Athens, Missouri. Number four was a half mile above the site of Farmington, number five at Bonaparte, number six at Bentonsport, and number seven at Keosauqua. Number eight was at Powell's near Kilbourne, number nine at Portland, and number ten at Jordan, one mile above Iowaville. The first seven dams with locks were completed and put into operation, and considerable work was done on dams eight, nine, and ten. Little or no work was done in connection with the other dams, but their locations were designated.

Dam number eleven was to be located at Kalesback near Eldon, number twelve at Rowlands near Cliffland, and number thirteen at the mouth of Sugar Creek, two miles below Ottumwa. Number fourteen was just above Ottumwa where a

canal was planned to shorten the channel. Number fifteen was three miles below Chillicothe, number sixteen also near Chillicothe, number seventeen three miles below Eddyville, number eighteen two miles above Eddyville, and number nineteen at Rocky Ripple west of Givin. Number twenty was at Talley's Ford, where a canal was to lead across a large bend thus shortening the channel. Number twenty-one was to be half a mile above the mouth of English Creek, number twenty-two at Amsterdam, southwest of Pella, number twenty-three at the mouth of Whitebreast Creek where another canal was planned to shorten the route. Number twenty-four was just below Red Rock (near the present town of Cordova), number twenty-five at Bennington near Swan. Number twenty-six was at Lafayette and number twenty-seven was at Dudly southwest of Adelphi. Number twenty-eight near Levey raised the water to the Raccoon Fork.

Mr. Curtis took a very optimistic view of the project, declaring that the valley drained by the Des Moines River was "exceedingly fertile and very extensive" — that no other country could produce more agricultural wealth. Taking all things into consideration he said it was "mathematically certain" that the Des Moines River could be made a great thoroughfare for the transportation of mid-western produce.

The glowing reports of the country and the advantages to be gained by improving the river stimulated a greater interest in the project. The General Land Office, asked to interpret the extent of the grant, declared that it went as far as the northern boundary of Iowa. Notwithstanding that opinion, however, the Federal Government placed on the market some of the Des Moines River improvement land above the Raccoon Fork, and about 25,000 acres were sold. Meanwhile work continued on the improvement project. By December 1, 1848, land sales to the extent of \$50,151 had been made. The sum of \$34,996 had been paid for river improvement and salaries and there was a balance of \$15,155 in the treasury.

It soon became apparent that land could not be sold fast enough to meet the expenses of the work that had been undertaken. To meet this situation the Board of Public Works recommended to the General Assembly that bonds be issued pledging, as a guarantee of payment, the proceeds of the lands and the tolls to be received from the improvements. This was opposed as being "anti-democratic" and "unpolitic". A controversy ensued and the Board was reorganized. This was followed by another ruling by the Federal Government that the grant extended from the mouth of the Des Moines River to its source in Minne-

sota. But before this opinion could be confirmed another decision came to the effect that the grant in fact extended only to the Raccoon Fork.

Meanwhile floods damaged the work already under way. In 1849 several dams were washed out. Some of the contractors asked that they be permitted to relinquish their contracts, others asked for damages. It was clearly apparent that any relinquishment and re-letting would be expensive in view of the constantly rising prices. It was also clear that increased funds would be needed very soon or the whole project would fail. Members of the Board of Public Works thought of borrowing money on the unsold lands, but a sufficient amount could not be obtained in that way. They also wanted to issue certificates payable out of future earnings. To this plan members of the legislature objected and as a result the Board was again dissolved and reorganized on a new basis in 1849.

Casting about for a way out, it was learned that the States of Indiana and Illinois, in undertaking similar improvements, had assigned the whole business to private companies. Accordingly, a few months after the reorganization of the Board, the Des Moines River Improvement Project was taken over by the Bangs Brothers and Company of New York, under an agreement to complete

the work in four years. This gave new hope. But it was soon discovered that the contract contained a stipulation that the land below the Raccoon Fork should not be sold for less than two dollars an acre, and lands above the Fork should not be sold for less than five dollars per acre. This gave rise to dissatisfaction because much of the land was occupied by settlers who had expected to obtain title to land for \$1.25 an acre. When popular excitement was at its height, news came that the Bangs Brothers had failed and their contract was of no effect.

With conditions thus in turmoil and confusion, efforts were made to interest eastern capitalists in financing a completion of the project. To this end a contract was negotiated with Henry O'Reilly, a New York contractor, whereby for a consideration of unsold lands belonging to the improvement, and for the tolls, water rents and other profits arising from the work for a term of forty years, he agreed to complete the project in four years. After signing this contract, O'Reilly returned to the East and, in accordance with the laws of Iowa, organized a company known as the Des Moines Navigation and Railroad Company, to which the contract was assigned.

Under this contract it was reasonable for the people to expect that the work of river improve-

ment would be rapidly carried forward to a successful conclusion. These hopes, however, were of brief duration, for misunderstandings and disagreements soon developed among members of the company, and numerous accusations of mismanagement and graft were made. At a called session of the General Assembly in 1856, Donald Mann, a stockholder of the company, memorialized the legislature to correct the " manifold abuses " of which he declared the directors of the company had been guilty.

This memorial alleged that the company had issued " about \$1,470,000 or 14,700 shares of stock, on which the sum of \$20 on each share was ' acknowledged to have been paid ' — amounting in all to \$314,000 — when in truth no such amount had been or was expected to be received, there having been only 5 per cent paid for the stock instead of 20 per cent, and but \$78,500 received instead of \$314,000, as represented to ' the public and to individuals ' . Even the ' 5 per cent ' *said to have been paid in* when the Charter or Certificate of Incorporation was filed and published at the organization of the Company, was not *actually paid in by some of the managing Directors and members of the Executive Committee for many months after that period.*" It was further alleged that the books of the company were

not properly kept as required by law, and that by collusion with some of the managers of the company, the treasurer had loaned large sums of money to members of the executive committee.

Henry O'Reilly, the organizer of the company, likewise petitioned the legislature to investigate the proceedings of the corporation. He expressed the opinion that a thorough investigation "will exhibit a remarkable degree of recklessness in violating *codes, laws, charters and contracts*". Indeed, he declared, "there is scarcely an important provision of the *Code of Iowa* (applicable to corporations); scarcely an important point in the *Des Moines Improvement Laws*; scarcely an important provision in the contracts which the Company agreed to fulfill; scarcely an essential provision in its own By-Laws, or even in the *Charter which gave it legal existence*; which has not been violated, and violated with recklessness that will form a memorable feature in the history of Iowa."

In January, 1857, Edwin Manning, the Commissioner of the Des Moines River Improvement, presented to the legislature an extensive report in which he showed that prior to the organization of the Des Moines Navigation and Railroad Company, the State through its Board of Public Works had carried on the improvement program for nearly six years and had expended about \$475,-

000. In addition to this, the Navigation Company had spent a substantial sum. Indeed, he declared "an aggregate outlay of the State and the Company, of nearly Eight Hundred Thousand Dollars" had been made, and comparatively little had been accomplished.

In 1858 the General Assembly, feeling that the whole project had failed, authorized a committee to make a "full and final" settlement in the matter. It was then agreed that the company should execute to the State "full releases and discharges of all contracts, agreements and claims with or against the State", including rights to water rents and the lands connected with the improvement except such as were by the State secured to the company. It was also agreed that the State should certify and convey to the company, all lands granted by Congress in 1846 except the lands sold prior to December 23, 1853. The company agreed to release all material and to pay the State the sum of \$20,000 with which to liquidate existing liabilities. When these transactions were completed, the company was to be released from further obligations.

On May 3, 1858, Ralph P. Lowe, Governor of Iowa, executed fourteen deeds conveying to the company the lands in question. In January, 1860, the Governor reported that all transfers had been

executed and all payments made by the company. Meanwhile, settlers claimed title to their farms either from the State or the Navigation Company. A little later railroads came, also claiming title through this area. As a result, land titles were in the courts for many years.

With the dissolution of the O'Reilly contract and the attempt at settlement, however, the Des Moines River Improvement project, as such, came to an end. Commenting upon this situation years later, Cyrenus Cole said: "The State had spent ten years and a million dollars to learn that politicians are not transformed into business men by being elected to offices with big names." Iowa historians will long remember this project as a plan that failed.

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