

## The River of the Mounds

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## THE RIVER OF THE MOUNDS.

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BY CHARLES NEGUS.

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THE river Des Moines has connected with its history many things of interest. It is purposed at this time to notice some of the historical events connected with this river since the land through which it passes was purchased by the government from the Indians.

On the first settlement of Iowa the building of railroads had just commenced, and but very few in the west knew anything about this mode of conveyance for travel and commerce. At that time steamboats, for these purposes, were the great absorbing idea. This river, in high stages of water was thought to be susceptible of steamboat navigation far into the interior of the state, and those who first settled in the vicinity of this river eagerly looked forward to the day when steamboats would move up and down these waters in large numbers and for long distances from its banks travel and commerce would seek a conveyance through this channel. And these expectations were apparently well founded. In 1836, the Sacs and Foxes, having disposed of their reservation on the Iowa river, where they had their villages, moved west, and settled in the valley of the river

Des Moines, in what is now Wapello county, and, as a natural consequence, trading posts were established in this vicinity, which had to be supplied with goods, and in the fall of 1837 the few settlers along the banks of this river were, for the first time, gladdened with the sound of the shrill whistle of a steamboat, making its way up the river with supplies for these trading posts.

This boat was the *S. B. Science*, commanded by Captain Clark, which, by forcing her way against the swift current, passing safely over the concealed sand bars and hidden rocks, demonstrated that the waters of this river, at high stages, were navigable, much to the joy and satisfaction of those who lived in the vicinity, and afforded a theme of pleasant conversation for days and months.

By the treaty of 1842, by which the *Sacs* and *Foxes* sold all their lands in Iowa, they were permitted to retain possession of that portion which lay west of *Red Rock* for three years, and the Indians moved up the river and located themselves near the *Raccoon Fork*, and the government thought proper to locate a body of troops at that point; and for the conveyance of soldiers and their equipage to that place, the little steamer *Ione* was employed and laden with stores, and a detachment of troops landed on the site where is now the city *Des Moines*, on the 9th of May, 1843. This was the first steamboat that ever ventured to disturb the waters of this river so far from its mouth. The *Ione* having made a successful trip, added greatly to the expectation of the estimated importance and value of this thoroughfare—which was brought to the attention of congress—and on the 8th of August, 1846, congress enacted a law giving to Iowa, for the purpose of aiding to improve the navigation of the river *Des Moines*, from its mouth to the *Raccoon Fork*, an equal moiety in alternate sections of the public lands remaining unsold in a strip five miles wide on each side of the river, to be selected within the territory of Iowa, by an agent, or agents, to be appointed by the governor of

the territory, subject to the approval of the secretary of the United States treasury.

When this grant was first made it was not supposed by any one that it extended above Raccoon Fork, and Governor Clarke, in communicating the intelligence to the legislature, estimated the grant to amount to about three hundred thousand acres. This part of the governor's message was referred to a select committee, for them to take into consideration whether it was advisable for the state to accept the grant, and if so, to devise the method of disposing of the lands, and the mode of improving the river.

The committee, after having the matter under consideration several weeks, through their chairman, Dr. James Davis, of Wapello county, made a very lengthy report, in which they took the ground that the grant was not limited to lands below the Raccoon Fork, but extended to every alternate section for five miles on each side of the river to the northern boundary of the state, if not to the source of the river; and they estimated the grant to contain four hundred thousand acres below the Raccoon Fork, and five hundred and sixty thousand above, making nine hundred and sixty thousand acres of land. The report of the committee, at first, was looked upon as visionary, and but very little calculation was made on getting any land above the fork of the river. But a matter of this much importance was not passed over without examination and full discussion.

From this time on, for several years, the improvement of the river Des Moines entered largely into the politics of the state. Politicians became interested in it; the construction put upon the grant by the committee was the popular side and found many advocates, and scarcely any one opposed it. The committee reported in favor of receiving the grant, with provisos and a bill for creating a board of public works. On this report the legislature passed an act accepting the grant, with the proviso that it was not to form a part of the five hundred thousand acres which the state was entitled to by an act of congress of 1841, giving to each new state that

amount of land for internal improvements. This was conceded by the the general government, and it also permitted the state to divert the five hundred thousand acres from works of internal improvement to the purpose of education. The legislature, on the 5th of February, 1847, also passed an act creating a board of public works, and providing for the improvement of the river. The board consisted of a president, secretary, and treasurer, who were to be elected by the qualified electors of the state, on the first Monday of the following August. The president was to be the active agent of the work, and was required to make monthly reports of his doings, and of the progress of the work, to the board. The secretary was to record the proceedings of the board and sell the lands. The treasurer was to receive and disburse the moneys. The officers were required to commence the work on the Mississippi, near<sup>v</sup> Keokuk, at the mouth of the Dead Slough, or of the Nassaw Slough, and then up the slough to the river. And subsequently the work was commenced by undertaking to dig a canal from the mouth of the Nassaw Slough to<sup>v</sup> St. Francisville, the first place on the river where it was thought practicable to build a dam.

About one hundred and fifty thousand dollars was expended in the effort, but the attempt proved to be an impracticable undertaking, and, after expending this large amount of money, the work of digging a canal was abandoned. At the August election Hugh W.<sup>v</sup> Sample, of Jefferson county, was elected president; Charles<sup>v</sup> Corckery, of Dubuque county, secretary; and Paul<sup>v</sup> Braton, of Van Buren county, treasurer. The officers elected were qualified, and at first opened their offices at<sup>v</sup> Fairfield. Samuel<sup>v</sup> Curtis, from Ohio, was selected by the board as chief engineer; but there was very little done this season towards improving the river, further than making surveys. The necessary surveys having been completed, early in the spring of 1848 the work was commenced; the canal and three dams were put under contract, and about five hundred

hands were put on the work. On the 21st of August, the building of ten more dams was contracted for, and there seemed to be a fair prospect for the speedy completion of the entire improvement.

There was at this time but very little known of the resources of the upper valley of the river Des Moines. This year, by authority of the United States, provisions were made for a geological survey in Iowa, and a party was sent up this river and explored it to its source. The report made by this exploring party was very flattering. They reported that "coal was found for two hundred miles on the Des Moines, and, from indications, heavy deposits of iron ore are believed to exist." That "gypsum in abundance, forming cliffs for miles, were encountered;" and "lime stone that makes a superior hydraulic lime exists in abundance;" "lime stone suitable for lime, clay suitable for brick, rock suitable for polishing, for grindstones, whetstones, and for building purposes, some of superior quality, are found in abundance along the Des Moines." And Col. Curtis, in speculating upon the future, in his report to the legislature, led the people to anticipate great results from this improvement. He said, "No country can afford like accommodations to manufactures;" "no country can produce more agricultural wealth than that within sixty miles on either side of this river." "That, taking all things into consideration, the matter is mathematically certain (except in times of high water in the Missouri) the trade of Council Bluffs will incline to follow down the improvement." "But it is not this point alone that is reached; we enter the great valley of Nebraska, and the upper branches of the Missouri, and offer the commerce of these valleys the cheapest and most expeditious route for their products." "A country of a thousand miles extent, capable of furnishing vast and unknown agricultural and mineral products, may, by wise and discreet energy in the prosecution of this work, become tributary to the improvement now in progress on the Des Moines."

These glowing reports of the country and of the advantages to be derived from the improvement of the river, excited the public mind to the highest expectations, and the people became very anxious to secure as much of the public lands as possible, that this great undertaking might be speedily completed; and to ascertain the construction put upon the grant by the general government, application was made to the land department for a decision. Richard M. Young, the commissioner of the general land office, on the 23d day of February, 1848, in a letter addressed to the board of public works, gave it as his opinion that the state was "entitled to the alternate sections within five miles of the Des Moines river, through the whole extent of Iowa." This decision gave assurances that the amount of land claimed would be received. The board of improvement made great preparation for rapidly pushing on the work, and the public mind was exhilarated with the greatest hope of speedily realizing the great advantages represented to be derived from this undertaking.

But as it is the lot of man to meet with disappointments, such seems to have been the result in this case; for it was found that lands could not be sold fast enough to meet the expenses of so extensive a work as had been undertaken. To remedy this difficulty, the board of public works recommended to the legislature "that bonds, bearing the sanction of the supreme power of the state, should be issued by the board, and pledging the proceeds of the sales of the lands, as well as the tolls of the improvement, for their redemption." But this policy did not meet with the sanction of some of the leading democrats of the state, who regarded such a measure as not being in accordance with democratic principles, among whom was Ver Plank Van Antwerp. Van Antwerp, having held the office of receiver in the first land office established in southern Iowa, and then holding the same office at Fairfield, and also, for awhile, editor of a paper, was extensively known, and at that time exerted much influence among the people, and he took a

very active part against the proposition recommended by the board. He claimed that the measure was not only anti-democratic, but impolitic, and went to Iowa City as a lobby-member, and made himself very busy with the members to defeat it; and the opposition with which it met from Van Antwerp and other private individuals had its effect with the members of the legislature, and the measure was defeated, much to the discomfiture of Sample.

This interference of Van Antwerp with the recommendations of the board created a coolness between Sample and Van Antwerp, which caused some singular results in the future political matters of the state.

During the summer of 1848 a portion of the lands above the Raccoon Fork was brought into the market, and offered for sale at the land office at Iowa City, and some of the lands, which, it was supposed, were embraced within the river grant, were sold by the general government. The failure of the board to get the legislature to authorize them to issue bonds, and the selling of these lands by the general government, greatly frustrated the plans of the board and put a damper on the public expectation.

For the purpose of securing the full amount of land claimed, the legislature passed a memorial, asking congress to enact an explanatory law, confirming to the state the quantity of land claimed. But congress did not feel disposed to do this, and the extent of the grant was a disputed question for several years.

At the August election in 1849, the officers of the board of public works were to be again elected, and the old officers were desirous of holding on to their offices, and Sample made great efforts to have the old officers renominated by the state convention for candidates before the people. Those who were in favor of issuing bonds for the speedy completion of the work were in favor of re-electing the old board, those who were against this measure were opposed to them. Among those who took an active part against the old board, was Van Antwerp, and his opposition was parti-

cularly made against Sample, which got up much ill-feeling between them. Van Antwerp, to accomplish his ends, before the convening of the convention, prepared a stricture on Sample's political acts, which showed him up in no very enviable light. Van Antwerp went to Iowa City, where the convention was to be held, a short time before it convened, and had his strictures printed in handbill form, and on the morning of the convention circulated copies all over the city, so that a copy of it found its way into the hands of every delegate. This had the effect to beat Sample and the other officers of the old board, and William Patterson, of Lee county, was nominated for president; Jesse Williams, of Johnson, for secretary; and George Gillaspay, of Wapello, for treasurer.

These individuals were all elected, entered upon the duties of their trust, and with energy undertook to complete all the work which had been put under contract; but they soon found they could not sell lands fast enough to meet their expenditures, and had to suspend a portion of the work. But they did not do this till they had contracted a large amount of debts, which they had not the means to pay. The new board, on making settlements with the contractors, not having the money to pay them, issued bonds or certificates of indebtedness, pledging the lands for their payment, and binding the board to redeem them so soon as they had the means to do it. So the new board, without the sanction of law, did what the old board had tried to get the legislature to authorize them to do by law, and for which policy they were turned out of office and others put in their place. Those contractors who were stopped from going on with their work claimed damages, legal proceedings were had, and some of them recovered large amounts.

The course pursued by the new board met with much censure from the public and the newspapers, particularly the whig press were very severe in their strictures. The course which had been pursued by the board of public works made the improvement of the river Des Moines a

prominent matter before the legislature which convened in December, 1850. The issuing of bonds did not meet with the approval of that body, and a law was passed abolishing the offices of president, secretary, and treasurer, and the offices of "commissioner and register of the Des Moines river improvement" were created, which, instead of being elected by the people, were to be appointed by the governor, by and with the advice and consent of the senate.

As soon as the law abolishing the board of public works went into effect, the governor appointed Ver Plank Van Antwerp commissioner and George Gillaspay register of the improvement, who, on the 9th of June, 1851, entered into a contract with Bangs Brothers & Co., of New York, in which they stipulated to complete the whole work, from the mouth of the river to the Raccoon Fork in four years from the time, when for the improvement of the river, a confirmation should be secured of the extension of the grant of land above that point.

When the contract was closed, Bangs Brothers & Co. and the officers of the improvement went to work, and succeeded in getting the land department of the general government to reconsider the decision in which it had been held that the grant of land only extended to the Raccoon Fork, and obtained a decision that it extended to the northern boundary of the state, which gave hopes that the river would soon be made navigable. On the first reception of this news there was much rejoicing, but when the details of the contract with Bangs Brothers & Co. were made public, it was found that the contract provided that the lands below the Raccoon Fork were not to be sold for less than two dollars per acre and those above for not less than five.

This gave great dissatisfaction, for a great portion of these lands were occupied by claimants, who expected to buy their claims at one dollar and twenty five cents per acre, as others had done, who had settled upon government lands. This provision stirred up much ill-feeling among the settlers; public meetings were held, and this part of the

contract was condemned in the strongest terms; and such were the feelings, that there were apprehensions of serious difficulties, if this part of the contract should be enforced. But when these excitements were at their highest, news came that Bangs Brothers & Co. had failed, and probably the contract would be annulled, and this allayed the public feeling. Bangs Brothers & Co. did not comply with their contract, in furnishing means, and the work on the river did not go on, and the public expectation of a speedy completion of the proposed improvement vanished.

The officers of the improvement were appointed for only two years, and, at the expiration of their term of office, Van Antwerp was reappointed commissioner, and Paul C. Jeffries was appointed register; but these last appointed officers held their trust but a short time, for during the past two years the work on the river had progressed very slow; the contract with Bangs Brothers & Co. had been declared forfeited, and it was understood that other sources were to be looked to for going on with the work.

The officers appointed by the governor not being successful in their undertaking, the legislature, on the 1st of January, 1853, repealed the law authorizing the governor to appoint, and made these officers again to be elected by the people, and, on the first Monday of the following April, Josiah Bonney, of Van Buren county, was elected commissioner, and George Gillaspay, register. And, for the purpose of aiding the commissioner in conducting and concluding any contract on the subject of improving the river, the legislature appointed George G. Wright, of Van Buren county, and Uriah Briggs, of Wapello, his assistants, "with equal power of the commissioner in making and determining such contract."

From past experience, it was not deemed advisable to parcel out the work to many individuals, and consequently these officers were required by the legislature not to make any contract, unless such contract stipulated for at least "thirteen hundred thousand dollars to be faithfully ex-

pending in the payment of the debts and liabilities of the improvement, and its completion to the greatest extent possible."

And to this end, if it was necessary, they were authorized "to sell and dispose of all and any lands," which had been, or thereafter might be, granted by congress for the improvement of the river, and if it was necessary to effect a contract, they were authorized to convey the right to tolls and water-rents arising from the improvement "for the length of time and upon such terms" as they might deem expedient. But in disposing of the lands they were not to contract them for less than one dollar and twenty-five cents per acre; and if no contract of this character should be made before the 1st of September, 1853, then the pay of all the officers connected with the work, except the register and one engineer, was to cease, and all operations connected with the work, except such parts as were under contract, were to be suspended until further action by the legislature. The register was required to put all unfinished work then under contract in such a condition as to prevent it from injury, and to see that all property of the state connected with the work was carefully preserved. If the "register at any time subsequent, should receive propositions which he deemed sufficient for consideration, he was to submit the same to the commissioner, and should a contract be made on the terms required by the legislature, then the pay of the officers should commence, and the work go on as though it had not been suspended.

The new commissioner, being conscientious about the expending of money, immediately after taking charge of the work, dismissed all the engineers except Guy Wells, the chief engineer, "and employed no officer or other person, except when the necessity of the work imperatively demanded it." There were in several places in the river snags and boulders, which much obstructed the navigation and had become a source of much inconvenience and complaint, but during the official term of Bonney the river was

“cleaned of snags, boulders, and other obstructions, to such an extent as to make the navigation of the river, at proper stages of water, safe.”

The commissioner and his associates, after assuming the duties of their trust, “entered into correspondence with such persons and companies as were thought likely to embark in such an enterprise.” And by this means they succeeded in eliciting the attention of capitalists to such an extent that a number of persons came to the state for the purpose of investigation. These persons by an examination of the valley of the Des Moines personally, and making themselves acquainted with the resources of the country, on their return east, imparted to others the undeveloped wealth and advantages of the valley, which was the means of bringing many good and enterprising citizens to the state. Among others, who visited Iowa for purposes of investigation, was Henry O’Rielly, a man who had acquired some considerable notoriety as a contractor, in putting up telegraph wires, and he proposed to undertake the work. Such was the known reputation of O’Rielly as a contractor that the commissioner and his associates commenced the negotiating of a contract. And “on the 17th of December, 1853, Henry O’Rielly, Esq., of New York, entered into a contract with the commissioners, in which, for the consideration of the unsold lands belonging to the improvement, and tolls and water-rents, and other profits arising from the work, for the term of forty years, agreed to complete the entire work within a period of four years from the 1st day of July, 1854, according to the original surveys and specifications made by the engineers.”

“Immediately upon entering into this contract, O’Rielly returned east and organized a company under the laws of Iowa, called the Des Moines Navigation and Railroad Company, to which O’Rielly assigned his contract, himself being one of the officers of the company.” “On the 9th of June, 1854, by the consent and request of O’Rielly, and with the approbation of the officers of the river improve-

ment, the contract with O'Rielly was canceled, and another contract was made with the Des Moines Navigation and Railroad Company." "In this contract the company agreed to pay all outstanding debts against the improvement within ninety days from the date of said contract; to settle and pay all damages against the state of Iowa, on account of the prosecution of said work, to mill owners, or others, who have, or might thereafter, sustain damages on account of the same; to pay the salaries and expenses of the officers and engineers in charge of the work; to complete the improvement from the mouth of the Des Moines river to Fort Des Moines, in accordance with the original plans and specifications of the state engineer, by the 1st day of July, 1858; and to construct the whole work in such manner as to assure the navigation of the same for the longest period each year practicable, and to complete at least one-fourth of the work each and every year, commencing on the 1st day of July, 1854."

"In consideration of this undertaking the commissioner agreed to convey to the company all the unsold lands belonging to the improvement, the use of the work, the tolls, and the water-rents, for a term of forty-one years." "And afterwards, in consideration of the company enlarging the works, and making some other improvements in the navigation of the river, and also on account of there not being as large a quantity of land undisposed of below Fort Dodge as was understood to be by the commissioners and the company, at the time of making the contract, a majority of the commissioners, Bonney and Briggs, entered into an article of agreement with the company, in which they promised to extend the time of the company's use and control of the work to seventy-five years."

Under this contract the public expected that the work would be immediately commenced by the new contractors and speedily completed. The great expectations which had at first been raised by the contractors under the name of the Des Moines Navigation and Railroad Company, soon

after they undertook the work, began to diminish; for there soon arose misunderstandings and disagreements among themselves. This company had been organized under the general incorporation laws of Iowa, and, consequently, was subject to the laws of the state. At the called session of the legislature, in 1856, Donald Mann, a stockholder of the company, memorialized the legislature to correct the " manifold abuses," of which he charged the directors of the company to have been guilty. In this memorial he charged that the managers of the company had, in various ways, " corruptly, and for corrupt purposes," violated the laws of the state, " greatly to the injury of the people thereof, and to the great loss and damage of the stockholders," and showed in detail wherein they had acted corruptly, and violated the laws under which the company was incorporated; and, among other things, he stated that for " the purpose of deceiving the people and individuals in relation to their means," they had represented to the public and individuals that there had been paid into the treasury " enormous sums of money, on account of stock sold, for much larger amounts than had been received." " And the better to accomplish and maintain such deceptions, the managers (or a majority of them) caused to be issued certificates of stock to the amount, nominally, of six hundred and thirty thousand dollars, or six thousand three hundred shares of one hundred dollars, for cash, of which share they represented, to the public and individuals, that the holder had paid the sum of one hundred dollars, amounting to six hundred and thirty thousand dollars, when, as a matter of fact, there was only five per cent paid on the share, by which means the public and many individuals were deceived."

Henry O'Rielly, the individual with whom the contract was first made, a stockholder and one of the directors, also memorialized the legislature for an investigation of the affairs of the company, in which he reasserted the charges made by Mann, and stated " that he held himself ready, if

the legislature would order an investigation of the doings of the company, to prove, from the records of the company and other evidence, that there was scarcely an important provision in the code of Iowa (applicable to corporations), scarcely an important point in the Des Moines improvement laws, scarcely an important provision in the contract which the company agreed to fulfil, scarcely an essential provision in its by-laws, or even in the charter which gave it legal existence, which had not been violated, and violated with a recklessness that will form a memorable feature in the history of Iowa."

A joint committee was appointed from both branches of the legislature, at the called session, to investigate the alleged abuses, but owing to the short time in which they had to act, it was impossible for them to make the necessary investigation. An attempt was made to create a committee for this purpose, to act after the legislature adjourned, but failed; so that the alleged abuses passed by without an examination at that time.

These memorials to the legislature, and the discussions of these matters by the newspapers, greatly prejudiced the public mind against the company; and while these discussions were going on, W. C. Johnson, the president of the company, requested the governor to examine into the affairs of the company, in person or by a committee, and proposed to pay the expenses of such an examination. The governor did not feel disposed to comply with this request, but referred the matter to the legislature, which convened in the following December, and recommended "that a committee should be appointed with power to administer oaths and to send for persons and papers, with instructions to inquire into all the transactions of the former commissioners and registers of the improvement."

This part of the governor's message was referred to a committee of twelve, consisting of members of both branches of the legislature, who immediately proceeded to the discharge of their duties. After a careful and thor-

ough examination this committee reported that they did not consider the contract made by the commissioners with the company a valid contract on behalf of the state, for the law which authorized the commissioner and register to make contracts required that any contract made by them, to be valid, must be approved by the governor, and that the subsequent law, which created two assistant commissioners, did not do away with the provision requiring the governor to approve of such contracts. And as the contract made with the company had never been approved by the governor, they did not regard it as binding upon the state. The committee also reported that the company had acted in bad faith and violated their charter in many ways; and, among other things, they found "that over one million of dollars of full paid stock had been issued by the company, upon which had been received but one hundred and sixty-seven thousand dollars, leaving a deficit of eight hundred and thirty-three thousand dollars, for which certificates of full paid stock had been issued, for which not a farthing had been received by the company," which had been sold to innocent purchasers for a valuable consideration, who had purchased, believing that its full value had been paid into the treasury of the company. The company had come far short of completing the amount of work that they were required to do under their contract, and their acts gave strong indications that their object was to expend money enough to get possession of all the available lands and then abandon the work; for more than one-half of the time which was given for completing the entire contract had expired, and on a work which was estimated to cost about two millions of dollars, they had only expended one hundred and eighty-five thousand nine hundred and fifty-seven dollars and forty-four cents, for an actual construction of the work, while the company claimed that they had expended one hundred and four thousand one hundred and eighty dollars and seventy-four cents for incidental expenses, the most part of which did not, in any manner, benefit the improve-

ment; but the company claimed that they were entitled to land at one dollar and a quarter per acre in payment for the whole amount.

On the 2d of April, 1855, William McKay, of Polk county, was elected commissioner, and John C. Lockwood, of Louisa county, register; but in November, 1856, McKay resigned, and Edwin Manning, of Van Buren county, was appointed by the governor to fill his place.

Manning bore the name of a good business man and close financier, and he was not willing to audit the claims for incidental expenses as one for which the company were entitled to receive land; and this became a matter of dispute between the company and commissioner, and, in order to have the matter adjusted, the president proposed to make an abatement of seventy-two thousand dollars, but Manning did not feel disposed to settle the matter himself, and referred the whole claim to the legislature.

Manning, in his report to the legislature, showed that there had been sold by the state, through the board of public works, during the six years the state prosecuted the work, about four hundred and seventy-five thousand dollars worth of land, and for this sum only "three stone masonry locks" and two dams had been completed. And there had been certified to the Des Moines Navigation and Railroad Company by Bonney and Gillaspy, eighty-eight thousand eight hundred and fifty-three and nineteen-hundredths acres of land, and by McKay and Lockwood, one hundred and sixteen thousand six hundred and thirty-six and four-hundredths acres, at one dollar and twenty-five cents per acre, making two hundred and fifty-six thousand eight hundred and sixty-one dollars and fifty-three cents worth of land which had been disposed of to the present company, a part of which amount was for old debts which they had paid.

The report of the committee and commissioner having been made to the legislature, that body, acting upon the premises that the contract which had been made by the

commissioners with the company was not binding upon the state, on the 29th of January, 1857, passed an act by which there was to be a commissioner appointed by the governor, who, with the regular commissioner, were authorized to contract for the speedy prosecution of the work, and it was made their duty to ascertain and pay off all just claims against the improvement, and they were authorized to contract with any company for the sale of all lands, tolls, and water-rents, who would give satisfactory evidence and security for the completion of the improvement; but they were not to bind the state by any contract further than the appropriation of the lands and the income of the improvement, and no contract made by the commissioners was to be valid until approved by the governor. And by this act the office of register and the office of assistant commissioner were abolished, and the register was required to deliver over to the state land office all books and papers in his office; and the register of the state land office was required to perform all the duties which the register of the improvement had done. And by thus doing, the legislature gave the Des Moines Navigation and Railroad Company to understand that they did not regard the contract made with them by the commissioner as binding upon the state, though by this act they made arrangements for auditing their claims and paying them their just dues.

About this time the question was again brought up in the land department at Washington as to the extent of this grant of land, and the opinion was made public that the original intention of congress was to only give to the state the lands below the Raccoon Fork; but a disposition was manifested to compromise by the department recognizing as being in the grant all lands adjacent to the river within the state. But assumptions had heretofore met with success, and now those interested in the land grant claimed and contended that this grant embraced all the lands to the source of the river.

This difficulty about the extent of the land grant, together with the action of the legislature, nearly suspended all operations on the river, and much was said by the company about enforcing their claims by law.

The commissioners appointed to audit and pay the claims against the improvement did not succeed in adjusting the claims of the company, and the matter was again referred to the legislature; and, on the 22d of March, 1858, there was a joint resolution passed by the legislature, defining the basis on which the state would settle, and the Des Moines Navigation and Railroad Company were given sixty days to consider whether they would accept of and ratify this proposition, and if they did not, within that time, then it was made the duty of the governor to enjoin them from further proceeding with the work of the improvement; and on the same day of adopting this resolution, there was an act passed giving all the lands which remained, after settling with this company, "and, also, all the stone, timber, and other materials, turned over to the state by the company," "to the Keokuk, Fort Des Moines, & Minnesota Railroad Company," for the purpose of constructing a railroad from Keokuk, up the Des Moines valley to the northern line of the state, except the material which it might be necessary to use for the completion of the locks and dams, at Croton, Plymouth, Bentonsport, and Keosauqua, which the railroad company were to complete; and also all debts which grew out of the improvement, which at that time remained unsatisfied or in some manner provided for. But in this grant there was a provision made that it should not in any manner conflict with the lands which had, previous to that time, been given to the state by congress for railroad purposes, which on the 15th of July, 1856, had been given by the legislature to the companies formed to build the four roads designated in the grant. But it was understood that these lands, having been donated by congress for the improvement of the navigation of the river Des Moines, could not be diverted to the building of a railroad without the con-

sent of congress, and measures were immediately taken to get congress to sanction the diversion; but this attempt failed, so that the action of the Iowa legislature did not avail the railroad company anything that session.

The railroad company determined to make another effort at the next session of congress; but before the time for this effort another difficulty arose in the way of obtaining the lands for the Keokuk, Fort Des Moines, & Minnesota Railroad Company.

In setting up the claims that the grants for improving the river Des Moines extended above the Raccoon Fork, the citizens of Iowa were united until after the grant of lands by congress for railroad purposes was made. After this the railroad companies became interested in the lands claimed for the river improvement, and claimed that the grant did not embrace any lands above the Raccoon Fork, on which the citizens of Iowa were now divided, and both sides of the question were represented.

Upon this phase of the case the officer of the land department at Washington had but very little hesitation in deciding against the claims of the river improvement. After this decision was made, the legal tribunals were resorted to, and a case was taken to the supreme court of the United States, where the same decision was given as in the land office.

On the 3d of March, 1860, there was an act passed abolishing the office of commissioner of the Des Moines river improvement, and George G. Wright, Edward Johnson, and Christian W. Slagle, "were appointed a board of commissioners for the purpose of ascertaining all the liabilities" against the Des Moines river improvement, and against the state of Iowa growing out of the improvement. They were required to meet at Keosauqua, and were clothed with power similar to the district court, to hear and determine all claims growing out of the river improvement, and were authorized to sell all the interests of the state, and all dams and improvements, and the lands appertaining thereto.

These commissioners proceeded with their duties, and with their labors closed all official acts, as far as the state was concerned, in applying the proceeds of this land grant towards the improvement of the navigation of the river Des Moines.

This was a most magnificent grant, embracing some of the best lands in the state; and, if the proceeds had been judiciously and properly expended, would have made a great thoroughfare for steamboats, besides affording an immense water power for driving machinery. But, through the incompetency of managing the means, and the intrigues of designing men, the whole of the lands below the Raccoon Fork, and a large quantity above, were disposed of, and but very little practicable good accomplished towards improving the navigation of the river.

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1673—1873.

AN ADDRESS COMMEMORATIVE OF THE TWO HUNDREDTH  
ANNIVERSARY OF THE DISCOVERY OF IOWA BY  
MARQUETTE AND JOLIET, JUNE 17, A. D. 1673.

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DELIVERED BEFORE THE STATE HISTORICAL SOCIETY OF IOWA, ON THE OC-  
CASION OF THEIR FIFTEENTH ANNUAL MEETING, JUNE 23, 1873.

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BY WILLIAM SALTER.

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*Gentlemen of the Historical Society:—*

WE are assembled to commemorate the two hundredth anniversary of the discovery of Iowa. It is wholly an event of authentic history, and entirely lifted above the haze of myth or uncertain legend.

Viewed geologically, our state, perchance, may be as old as any portion of the earth's surface that is lifted up above

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