

## INDIANA CANALS

### **Wabash & Erie Canal 1832-1874** (468 miles)

On March 2, 1827, Congress provided a land grant to encourage Indiana to build the Wabash & Erie Canal. The original plan was to link the navigable waters of the Maumee with the Wabash through the seven mile portage at Fort Wayne. Work began five years later on February 22, 1832 in Fort Wayne. Construction proceeded west as the canal reached Huntington by 1835, Logansport in 1838, and Lafayette in 1841. Work was also performed east toward the Ohio line, but the canal did not open to Toledo until 1843. A second federal land grant enabled the canal to reach Terre Haute by 1849.

At Evansville, 20 miles of the Central Canal had been completed north by 1839. The W & E was extended south in the late 1840s through the abandoned Cross-Cut Canal route. The connection with the Evansville segment was completed in 1853 forming the longest canal in the United States. By 1860, portions south of Terre Haute were closed, and the process of decline continued northward. In 1876, the canal was auctioned off by the trustees.

### **Central Canal 1836-1839** (8 miles/296 planned)

This canal was to extend from Peru, down the Mississinewa River Valley to the White River, through Indianapolis, and on to Worthington. Here it would meet the Cross-Cut Canal and proceed 111 miles to Evansville. Construction stopped with the financial collapse of 1839. The 24 miles from Broad Ripple to Port Royal was watered, but only 8 miles in downtown Indianapolis was operational. The entire 80 miles from Anderson to Martinsville was left in various stages of completion. Today, portions are used as a water source for Indianapolis and have been modernized.

### **Cross-Cut Canal 1836-1839** (42 miles)

This waterway between Terre Haute and Worthington that connected the Wabash and White Rivers lifted canal waters 78' over a summit level. The Eel River feeder and the Birch Creek and Splunge Creek Reservoirs supplied water for this summit. Begun in 1836, the works were abandoned in 1839 only to later be completed in 1850 as part of the Wabash & Erie Canal.

### **Erie & Michigan Canal 1836-1839** (7 miles/110 planned)

Authorized by the 1836 Internal Improvement Bill, only the Northport feeder reservoir (Sylvan Lake) and a few miles nearby were constructed. Work stopped in 1839.

### **Whitewater Canal 1836-1865** (76 miles)

Construction began at Brookville in 1836 as part of the statewide Mammoth Internal Improvement Bill. With its southern terminus at Lawrenceburg on the Ohio River, the Whitewater Valley Canal Co. reached Connersville in 1845. The next year 69 miles of canal were completed to Cambridge City which was on the National Road. In 1847, the merchants of Hagerstown financed their own 7 mile canal extension. At Harrison, the Whitewater also connected with the 35 mile Cincinnati and Whitewater Canal of Ohio, completed in 1843. Destructive floods in the narrow valley, inadequate financial returns, and the railroad doomed the waterway.

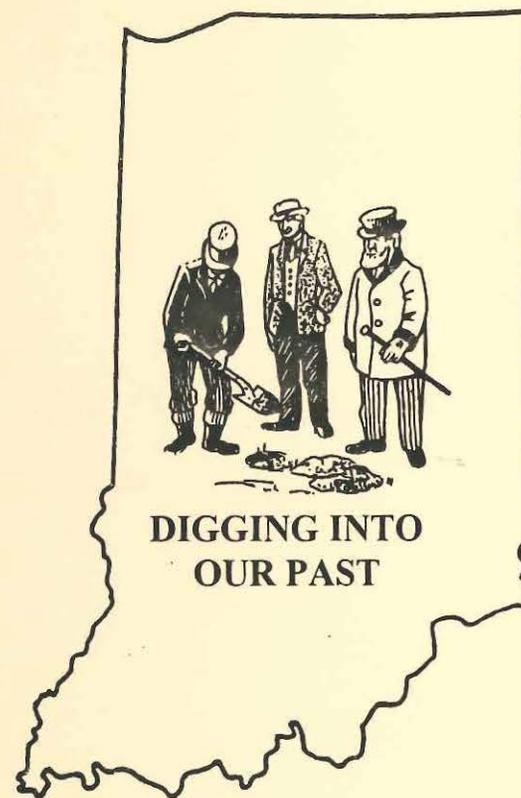
6/05 VF 693A BURNETT'S CREEK ARCH

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# INDIANA CANALS



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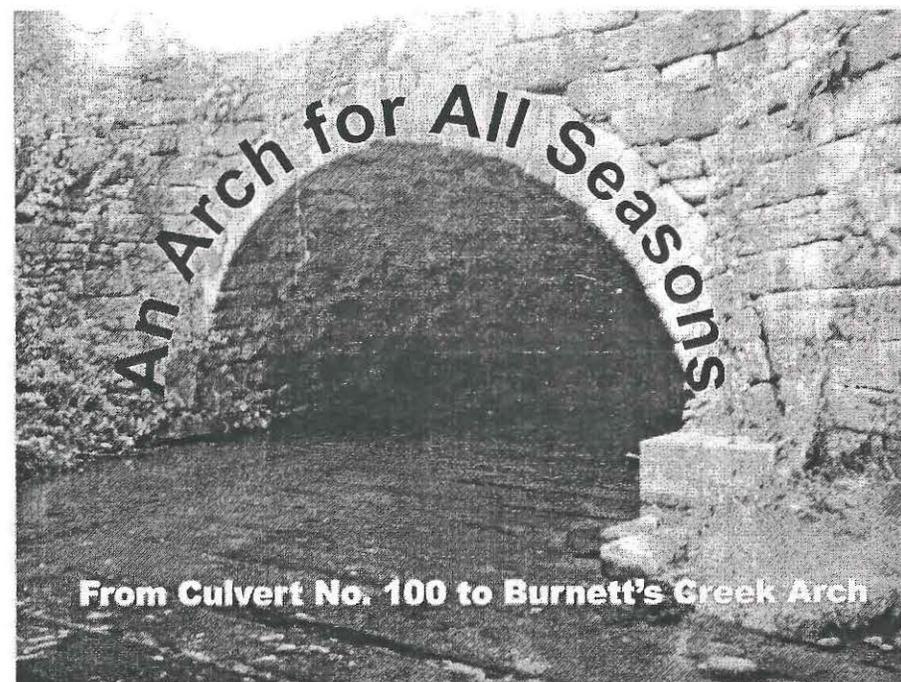
# Indiana Canals

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Volume 13, Number 1

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by **James L. Cooper**  
Professor Emeritus of History  
DePauw University

Americans inexorably link liberty with private property. Among the sacred and inalienable rights of mankind, Thomas Jefferson listed "life, liberty, and the pursuit of happiness" in the Declaration of Independence. Although Jefferson substituted "the pursuit of happiness" for "property" in the traditional triumvirate of natural rights, colonial Americans then, and independent Americans since, have found little difficulty equating the pursuit of happiness with the acquisition and private ownership of property.

American practice is more complicated, however, than pronouncements of the natural right might suggest. In practice, Americans have allowed for public as well as private ownership and have sometimes allowed the abstract rights of individuals to be mediated through a tolerance for squatting or use of land without formal ownership of it. From birth to demise, the Wabash and Erie canal offers many illustrations--

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From Cuvert #100 to Burnett's Creek Arch



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including that of Culvert No. 100--of a number of the practical complexities associated with the use and ownership of property in the United States.

### The Story Line in the Obituary

The outline of the canal's story is a familiar one. The waterway began as a public or government venture. Starting with the nest-egg provided by a federal land grant in 1827, the Indiana legislature decided to build the longest canal ever to be constructed in the United States, the Wabash and Erie at 468 miles from Toledo, Ohio, to Evansville, Indiana. Building started in 1832 and was completed to Lafayette by 1843. The Panic of 1837, however, bankrupted the over-committed state government and shifted the canal to at least quasi-private status. In 1841, a group of private bondholders assumed financial responsibility for the completion of the canal to Evansville.

The mission of the private bondholders remained somewhere between daunting and impossible. The rapid spread of railroads across Indiana underlined the competitive disadvantages of canal transportation and gradually undermined the economic viability of these man-made waterways. As tolls declined, so did investment in the canal's infrastructure. Around the Civil War, investment turned into disinvestment, making it only a matter of time before significant failures in the waterway system would close the canal, first as a thoroughfare and then gradually also as local transportation sectors.

## In the Days of Design and Construction

Even at their simplest, canals involved the creation of structures, starting from the banked-trench in which water is contained. One of the banks had to be expanded into a towpath. The canal also needed locks or gates to let water in and out and to raise and lower boats between level stretches of waterway. It required culverts and aqueducts, too, to carry the canal across lateral water-courses without changing the canal's elevation or impairing its functions. Here and there bridges crossed over the top of the canal for pedestrian and vehicular traffic.

As Dennis K. McDaniel has pointed out, there were a number of standard ways for American canal engineers in the 1830s to cross lateral water-courses. Small streams which engaged the canal at its chosen elevation might be allowed to feed into the canal as long as unwanted water could be evacuated through weirs. Small streams below the desired canal elevation typically had their waters pass through box culverts built under the canal bed. When faced with bigger streams requiring grade-separating spans longer than box culverts could address, the engineer usually settled on an arch culvert or, where multiple spans were required, a beam or arch aqueduct.

American engineers tended to go for the quick and cheap fix on roadway and canal bridges: They relied on excellent, plentiful, and therefore

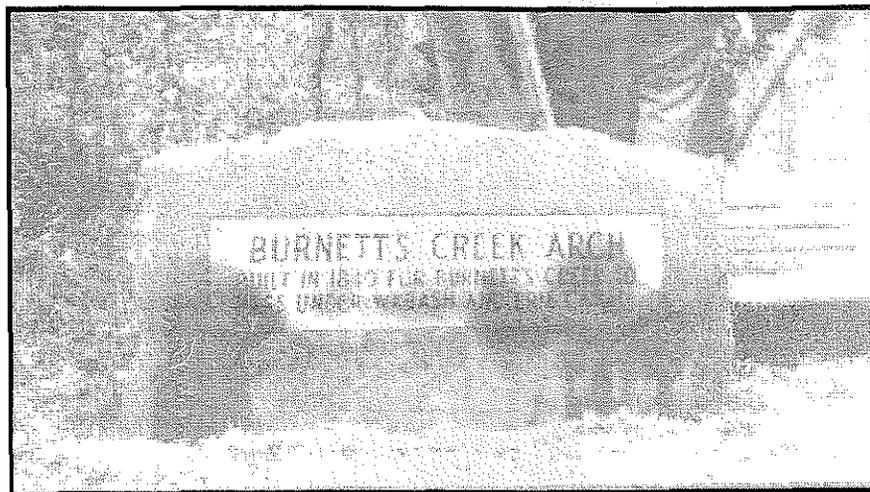
relatively inexpensive timber. Economic motives reinforced this penchant among canal engineers. Canals were expensive and time-consuming to build and made no returns on investment before they carried toll-paying cargoes. Therefore it was best to construct as quickly and as cheaply as possible in order to begin toll collection. Permanent cut-stone spans, for example, could be built over time to replace more temporary timber ones.

Jesse L. Williams, the Wabash and Erie Canal's chief engineer, had another reason for relying on timber culverts. No good quarries were found within an economically-feasible distance of the canal as it stretched from the Ohio border across Indiana until it reached Georgetown at the western edge of Cass county. In his 1847 canal inventory, Williams listed ten aqueducts and 144 culverts, of which all but 14 culverts were of timber, on the 200 miles of waterway across the northern part of Indiana.

When the canal builders reached Burnett's Creek in Carroll county in 1839, they confronted a stream crossing requiring a sizable culvert only five miles west of the Georgetown quarry. The canal's engineer chose to separate the stream from the canal with a stone structure built to the semi-circular arch pattern which the Romans had perfected centuries before for aqueducts and highway spans. In his 1847 survey, Williams judged No.100 - the only major arch then on the canal made from adequate stone on the first attempt - in "good repair excepting the ring stone at each end, a part of which are of soft stone and are falling to pieces." Some compression

cracks are evident today in the north face of the ring.

The canal carried a set of locks (#29) to the southwest of the culvert over Burnett's Creek.



The entrance area of the Burnett's Creek Arch is identified by this marble marker. The arch itself is located on private property, accessible only with permission of the owner.

Just beyond the locks, the community of Lockport—renamed in the expansive days of canal development from Barnesville after James Barnes, the first settler here, prospered with two streets laid out parallel to and south of the canal and another two streets added on the north side. By 1874, a race off the creek supported a flour mill and then a saw mill which bracketed the eastern side of Lockport. The Alexander Hoover/Fry steam saw mill along with Lock #28 anchored the west end. The town

contained at least one church, a school house, and the substantial, still-extant Burris house (listed on the National Register of Historic Places) which served at different times as an inn, post office, and warehouse.

No railroad passed through Lockport nor was the Wabash River bridged near the town. When the Wabash River canal dam went out in the 1870s and unwatered the Wabash and Erie Canal in much of Carroll County, the canal owners did not act to restore the waterway. The W&E died, and the towns that depended largely on it retreated, some towards oblivion. Lockport moved quietly but inexorably from the vibrant towards the ghostly.

### Distributing the Canal's Remaining Estate

Even after its demise, the canal's corpus retained assets of value that would be shuffled along in various ways for reuse. Neither the method of transfer nor the final disposition of bits and pieces of canal property proceeded in a uniform manner. An individual's right to property ownership is not absolute in practice. It is sometimes mediated by another and less august principle where property is concerned: Use it or lose it.

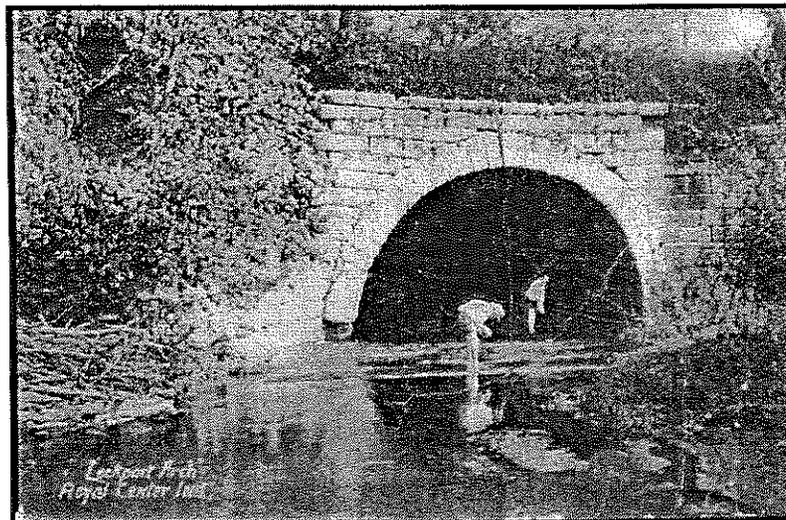
By the time the W&E authorities began to dispose of their canal properties in 1886, scavengers were already at work on the carcass. The canal had been dormant for about a decade, and squatters had begun to move in. Some were corporate like the Indianapolis and Evansville Railroad

which had already appropriated 100 miles of tow-path between Worthington and Evansville for its use, only to be challenged and overruled in court. The state justices found that the essentially abandoned canal right-of-way had "reverted to the original owners."

In 1886, Joseph Shirk of Peru purchased from the canal authorities all the W&E lands from Lafayette to Lagro, including those in Carroll county. Shirk intended to sell off parcels, many to adjacent landowners, at a profit. If the transfer by sale from the canal authorities to Shirk and then to third parties had worked as Shirk must have hoped, quasi-public canal property in this area would have been returned systematically to the status of private property within the system.

But, again, Shirk's purchase followed nearly a decade of canal inactivity in which residents near the old waterway began to act like squatters, an old American tradition of appropriating for use what looked like abandoned property. To make real his rights to the property he purchased, Shirk would have had to have mounted a large scale real-estate operation for selling lands to potential reusers quickly and for funding numerous court challenges to squatters. Shirk's approach seems to have been more hit-and-miss, leaving ample room for adjacent landowners or renters to squat on bits and pieces of property he had purchased from the canal authorities.

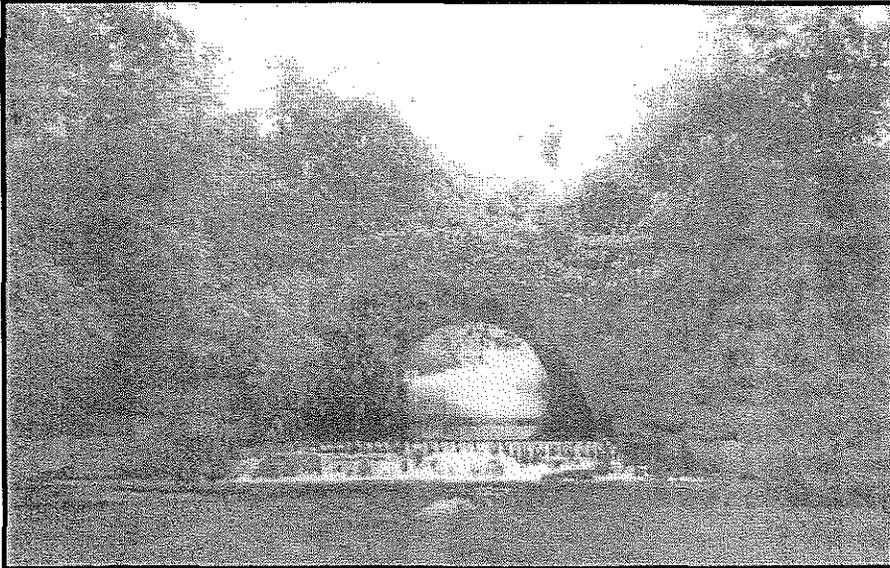
Some of this land, however, moved beyond the squatter. Sometimes, the once quasi-public ca-



This is a 1920's era postcard picture of the Lockport Arch.

nal property became government-owned and not always with a court's seal of approval or with Shirk's written assent. Just as abandoned, graded railroad rights-of-way have on occasion in later times been integrated into county road systems, so local Carroll county residents increasingly and at first fitfully eyed sections of the abandoned W&E canal towpath as public roadways in waiting. When, for example, old timber road bridges decayed nearby, unused, graded, straight, and culvert-carrying stretches of towpath seemed like improved substitutes for sections of ungraded dirt road.

Such, indeed, was generally the case along the Delphi and Logansport Road. The "state road" ran north from Delphi and crossed the Wabash River at Carrollton. It then turned northeast and roughly paralleled the canal through Lockport to the Cass county line. By 1887, the



This is one end of the Lockport Arch. Although not too visible in this picture, it is this end that has been repaired with concrete. The opposite end is shown on the title page of this issue.

county commissioners had received a number of requests from local residents for the "vacation and relocation" of sections of the old state road in Adams township. Petitions concerning parts of the state road and bridges needed along it from Carrollton to Lockport were so generally successful and so much canal land had been integrated into the county highway that the commissioners even began to call it the "Tow-path Road" rather than the old "state road."

In March 1887, Adams township residents from Lockport and to the east petitioned for the "vacation and relocation" of the specific por-

tion of the old state road from Lockport to Cass county. They also asked that it be improved as the "Lockport and County Line Gravel Road." The commissioners appointed three viewers along with Craven Smith, the county's surveyor/engineer, to survey and assess the proposed route. Although the viewers recommended the construction of the partially relocated and improved road, a number of the Adams township residents who would be assessed to pay the cost of the improvement hired legal counsel to resist. In the end, the commissioners caved in to the protesters and dismissed the petition for road improvement. The fight which erupted from efforts to integrate stretches of the towpath with the eastern part of the old state road in Carroll county and to transform the whole into an improved road appears to have demoralized advocates for development of this particular stretch of highway for some time.

The county surveyor/engineer had not proposed to route the improved Lockport and County Line Gravel Road over that section of the towpath which carried canal Culvert No.100. Instead, he planned for the construction of a separate and new 40-50 ft. pony-truss crossing of Burnett's Creek a little north of the canal culvert. Opponents may well have preferred, among other things, the transformation of Joseph Shirk's canal Culvert No.100 into a road bridge owned and operated by Carroll County. It seems likely that when the old roadway bridge over Burnett's Creek finally and irretrievably broke down, the county shifted the

roadway to the old towpath and over Culvert No.100 without fanfare.

No record has yet been uncovered which shows the original owner's consent or of any compensation paid for what appears to be a government take-over of private property. We may, indeed, have a quiet example here of an unceremonious confiscation of Joseph Shirk's canal Culvert No.100 for vehicular use and de facto transfer of the stone arch to county-government ownership. Formal incorporation of the stone arch into the county roadway system-where it has provided nearly a century of service in a second career--may well have finally occurred as a result of the successful petition of Lewis Greenwalt in late 1908 or early 1909 for "recording all Tow Path as public highway" in Adams township. Like Americans in many other places and times, the Carroll County residents reused a seemingly wasted asset. They turned the canal towpath into public property, even if in doing so they violated private property ownership.

## Structural Description

The hammer-dressed, limestone blocks of this arch were laid dry upon a three-layer grillage made of timbers about 2 ft. wide, some of which are over 40 ft. long. The arch ring is semi-circular, with a span of 20 ft., a rise of 10 ft., and extends approximately 85.5 ft. from side to side (wide enough to carry both the canal and the towpath). The

limestone blocks of the spandrels and the stepped wing walls were also laid dry, providing a structural length of about 42 ft. As originally constructed, the arch would have carried a puddle of fill for the canal approximately 2 ft. deep over the crown of the ring.

Long after being converted into carrying a county roadway, the original southern face of the arch and the course of stone at the springing on the north were encased in concrete.

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- Beam, Longest & Neff, Inc., *Bridge Reinspection Study & Report: Carroll County* (Indianapolis, 1993).
- Thomas E. Castaldi, Joseph Shirk's papers. The author is much indebted to Tom Castaldi for searching through the Shirk papers in his possession for materials relevant to Culvert No. 100 and to nearby lands and for sharing the results of what he located there. In no way, though, should Castaldi be held responsible for the comments made about Shirk or on other matters in this report.
- Thomas E. Castaldi, *Wabash and Erie Canal Notebook: Cass, Carroll and Tippecanoe Counties of Indiana* (II, 1998).

Carroll County, "Commissioners Docket," 10: 458-459.

Carroll County, "Commissioners Record," 15: 53, 84, 88-89, 190, 195, 206-207, 222-233, 244.

Carroll County, "Index to Commissioners Records," I: Index to Roads (Adams Township).

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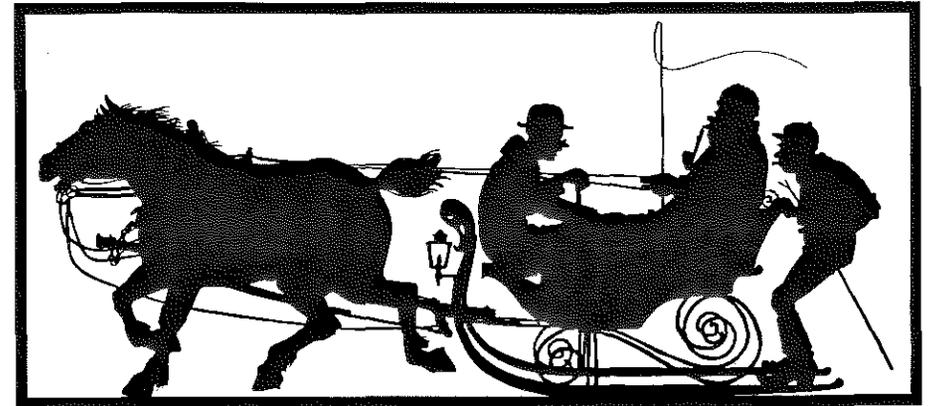
Dennis K. McDaniel, "Water over Water: Hoosier Canal Culverts, 1832-1847," *Indiana Magazine of History*, (December 1982), 78: 296-322.

Charles J. Ritzler, *Bridge Inspection Report: Carroll County* (Delphi, 1974-1975).

Benjamin F. Stuart, "History of Wabash Valley" (Logansport, 1925), 46.



## The Big Sleigh Ride



### and Other Winter Sports and their Wabash & Erie Canal Connections

by Charles Davis

In 1850 a stock company was organized in Parke County for the purpose of constructing a plank road from Montezuma to Bellmore in Indiana. The stumps and roots of trees were removed and a grade was made by plowing the track and removing the ground to the central line of the road with hand shovels. Three lines of sawed streamers were placed on the grade, and oak planks, two inches thick

(Continued on page 18)

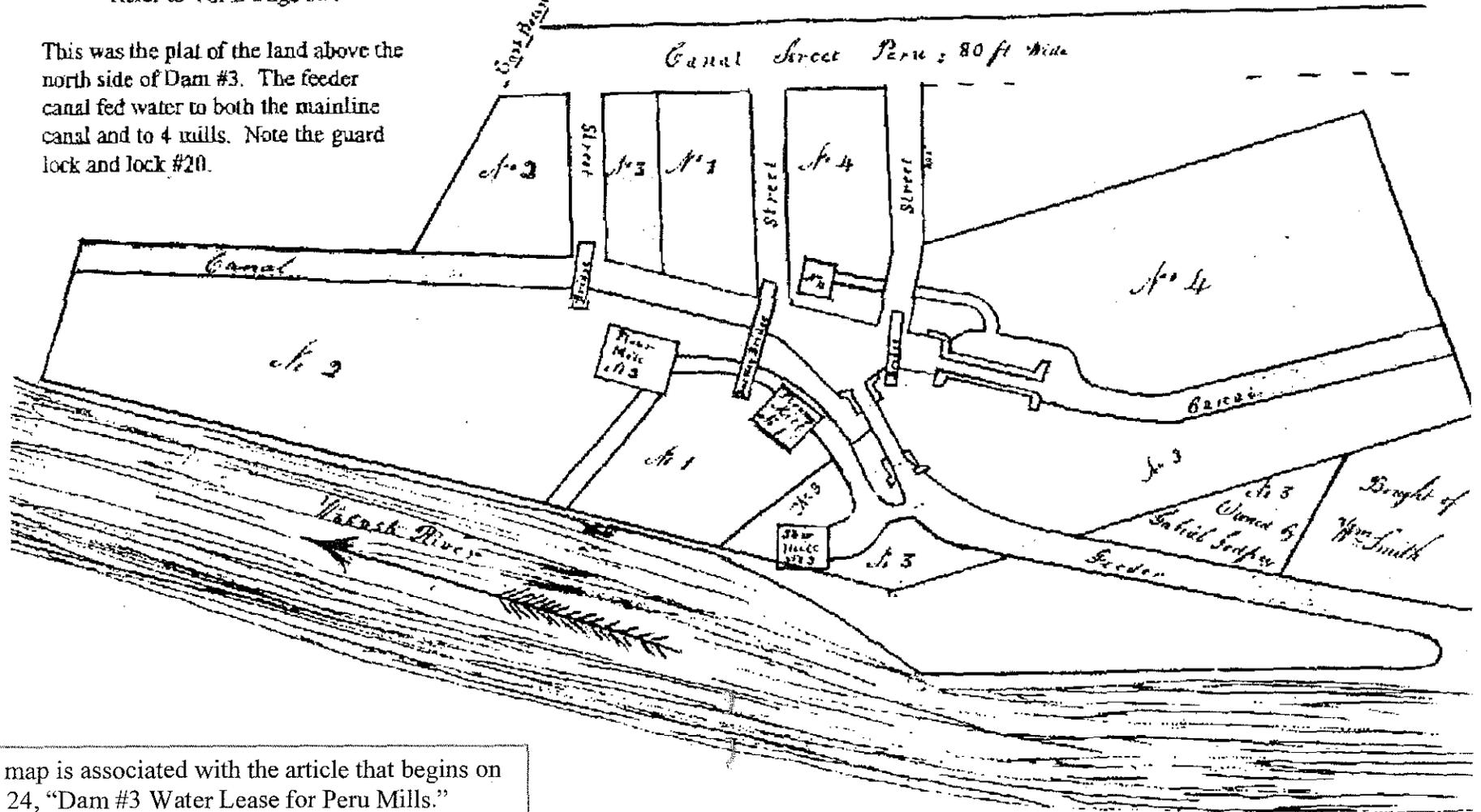
# PLAT OF MILL LOTS AT PERU

Recorded February 28, 1851  
at 2 o'clock P.M. For 2#

Refer to Vol D Page 584

This was the plat of the land above the north side of Dam #3. The feeder canal fed water to both the mainline canal and to 4 mills. Note the guard lock and lock #20.

## Plat of Mill Lots at Peru



This map is associated with the article that begins on page 24, "Dam #3 Water Lease for Peru Mills."

(Continued from page 15)

and eighteen feet long, were placed crosswise and nailed to the streamers. This was a toll road, today it is called U. S. Highway 36. In 1852, Montezuma and Rockville residents engaged in a "sleigh" competition. It started when a party from Rockville went to Montezuma one night in a fancy four-horse sleigh. They were entertained and suggested that Montezuma people return the visit. A few nights later Montezuma people with a long team of horses dashed into Rockville, pulling seven small sleighs, all filled with merry makers. Well, Rockville was not to be outdone.

“THE BIGGEST TEAM THAT I EVER SAW WAS... SOMETHING LIKE 30 TEAMS OF HORSES HITCHED TO A BIG FLAT BOAT”

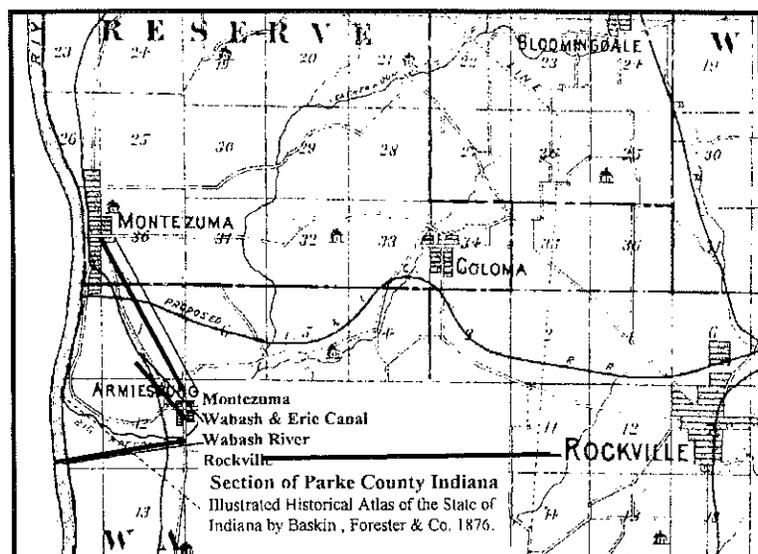
The owner of the **Rockville Republican**, Arthur A. Hargrave, printed the following "eye witness account of this sleigh competition on Wednesday, May 2, 1900 entitled "The Big Sleigh Ride" that had appeared in the **Crawfordsville Star** at an earlier unknown date.

"Not many persons perhaps remember the incident related in the following from the **Crawfordsville Star**, but it was the biggest thing of its kind that ever happened in Parke County: "The biggest team that I ever saw was

driven by Major Foote, in January, 1852," said Justice William Hanna. "I was living in Rockville then and Major Foote, recently returned from driving big teams across the plains to California, then clerking in a store at Rockville, drove the team. There was something like 30 teams of horses hitched to a big flat boat and behind that was hooked on something like 50 sleds and sleighs and last of all a big, fat man was riding in a cane back chair. The Major was called back to Rockville by the death of a relative and did not get to finish the drive to Montezuma. That was where we were going and about all the farmers of Adams township were with us. There was a plank road running to Montezuma and the roadway was slicker'n glass. The Montezuma folks had come up in the same way a few days before and we were making an effort to out-do them.

THE POTTER MENTIONED HERE WAS SAMUEL N. BAKER AND HIS SONS WERE JAMES H., JOHN W., SAMUEL N. JR. AND CHARLES. SAMUEL SHIPPED HIS WARES VIA HIS OWN CANAL BOAT ON THE WABASH & ERIE CANAL.

It was sort of an industrial procession. I remember that the town potter had a force of men on the flatboat going thru all the motion



This map shows the relative locations of Montezuma, the W&E Canal, the Wabash River, and Rockville.

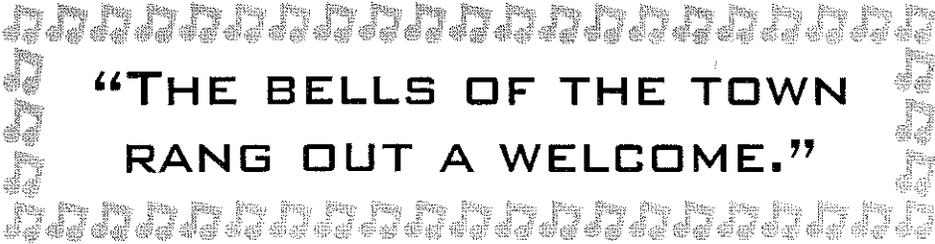
of turning out pots and jugs, and there were other trades and lines of business represented. It was a beautiful fair and not thawing any so that the sledding was fine. After the Major had to go back we had a farmer to mount the near horse of each team and that was the way we went into Montezuma. We raised things there and there was no whiskey in the crowd either. We had a dance at Montezuma and a general good time. I remember a week after that it turned awful cold and the mercury registered 24 below zero and lots of people were frozen to death."

This is a pretty interesting story but they didn't finish it. Looking through a book called **Memories of Parke County** in the Rockville Library, I found the story's author was

Mrs. Claude Billings. Unfortunately the article was not dated. She states, "But the snow began to melt before the return trip, and Montezuma friends provided a long canal boat cable (tow rope?) to drag the sleighs over the rough road home. This ended the competition."

Another story given on this great event was told by Alfred K. Stark around 1916. "In a two-story building on the east side of the (Rockville) square, Jake Winded had a harness shop, where I spent many boyish days. Here in January, I saw built an alligator, some 15 or 20 feet long, which, to my boyish eyes, was a monster never to be forgotten. For days all business was given up to the modeling and building of the reptile, with its great yawning mouth and vicious rows of wooden teeth. The snow had been falling for weeks, and the sleighing parties had been for some days coming and going between Rockville and Montezuma, each town trying to out do the other. So on a January morning there assembled on the north side of the square, a string of sleighs of every kind and description, from the large sleigh with its gorgeous or grotesque fittings, to the little hand sled, all fastened together, one behind the other, by a large rope. To this string of sleighs extending from the center of the north side to past the old Houghman hotel (where the Parke Hotel now stands) there was hitched some 50 or 60 horses with a rider to every horse, and a mule, ridden by a Negro, in the lead. Many of the sleighs were floats representing different trades. The giraffe and alligator were there,

and in the mouth of the alligator was a small boy, struggling to keep from being swallowed or frozen. I have since seen the alligator in his native heath, a large, loathsome, creeping thing, but never one that looked so formidable as this one, and I am sure that no alligator ever took so cold a trip and lived, and no boy half swallowed by an alligator ever felt so chilled, for when we had done Montezuma to our satisfaction, I was nearly frozen. On our return trip the snow began to melt and the


**“THE BELLS OF THE TOWN  
RANG OUT A WELCOME.”**

sleighs to drag heavily, causing the ropes to break, but our Montezuma friends furnished us a long canal boat cable, strong enough to hold, and after many delays and trials we again pulled into Rockville, glad of our triumph.

Another interesting side of this story was told by Judge Ared F. White of Rockville. "The Baptist church bell--solemn-toned as it was -- was taken down, mounted, and made to ring, as happy bells do, 'across the snow.' A mile out a cavalcade of ladies and gentlemen met and escorted the Rockvillians into the village (Montezuma). The bells of the town rang out a welcome. The streets were thronged by an eager and excited multitude from town

and the surrounding country, while upon every hand, mingled with words of good cheer, was the assurance of the undaunted Montezumians that preparations were already on foot for still another return visit at which time they proposed to 'snow under' the county seat once and for all." Judge White describes the return to Rockville and closes with this, "Tired and belated and somehow very thankful for that 'January thaw' Rockville went to bed. It was too late for Montezuma now. It was as if Aquarius had interposed the statutes of limitations in Rockville's favor, and Montezuma could prosecute the case no further. Gladly was the statute of 'repose' invoked. Had the snow lasted ten days longer, it was stated and believed at the time, that a fine new canal boat, lying at winter quarters in the upper basin of the canal (Benson's Basin) at Montezuma would have been taken out of the ice by a thousand enthusiastic men and put on monster sleds and Rockville given such an exhibition of ship railroading as had never been dreamed of in her philosophy. In that varying contest for victory in the field of winter sport, that January thaw was to Rockville what night and Blucher were to Wellington on the field of Waterloo."

As the old saying goes, "those were the good old days."



# DAM #3 WATER LEASE FOR PERU MILLS

CSI is currently putting together an application for an Indiana state format marker to mark the site of Dam #3 across the Wabash River that fed the Wabash & Erie Canal at Peru. While planning the "Passage Thru Peru" tour Kreig Adkins, Miami County Historian and CSI Board of Directors, found a diagram of the mills alongside this feeder dam. During the tour he related how the last of the Miami Indians were put on canal boats at the dam for removal to Kansas. The Report of the Chief Engineer of 1847 gave us further information about the dam and how it was built.

We know that this dam was of great importance to Indiana's planned canal system. Many of the dams on the Wabash & Erie Canal fed the canal water through a short feeder that passed water from the river into the canal as was done at Dam #2 at Huntington, IN. This feeder did not provide a way for boats on the river to enter the canal. The feeder was neither large enough to pass boats nor was there a need for this. However, Dam #3 was constructed to back up a supply pool of water for not only the Wabash & Erie Canal but also for the proposed Central Canal, which was to start at Peru just west of the Mississinewa River. Canal engineers planned in advance for the meeting of these two canals. They built a navigable feeder canal from the Wabash river up to the Wabash & Erie Canal. It had a wooden guard lock. This would make it possible for canal boats to cross the slackwater pool in the river created by the dam, enter the Central Canal once it was completed and continue their journey via that canal or vice

versa. This navigable feeder had head races to the mills of Peru. The tail races from the mills entered the Wabash river below the dam. Water, beyond that required to operate the canal, was leased under contract to the mill owners. They were required to abide by the terms of the contract.

The following contract for the use of water from Peru Dam #3 of the Wabash & Erie Canal was obtained from the Indiana Commission On Public Records, Indiana State Archives, 6440 E. 30th Street, Indianapolis, Indiana 46219. (See map at this issue's centerfold.)

Mess. Hood & Wilson Contract for Water Power  
Wabash Dam No. 3 January 2, 1837  
(2 gov)

Filed for Run 9th April 1838

Recorded in Vol. A pages 322, 323, 324, 325 and  
326 of the Land Records of Miami County  
B. H. Scott Recorder  
Fee \$3.12/100

The agreement made this 2nd day of January 1837 between the State of Indiana party of the first part, by Samuel Lewis, Acting Commissioner, there to duly authorized by law, and by the order of the Board of Internal Improvement, made in pursuance thereof and William N. Hood and Alexander Wilson party of the second part, Witnesseth: That said party of the first part in consideration of the rents reserved, and the covenants of the party of the Second part herein after contained, and upon the express condition, that the party of the second part, shall continue during the whole of his term to comply with all and singular the limitations, and conditions hereinafter contained, and shall in every respect, perform all the stipulations of this agreement, by said party to be performed,

agrees to sell and (lease to said party of the second part, for the term of fifty years, from and after the 1st day of May 1837, subject, to the restrictions, limitations and conditions, herein contained, the use and occupation of so much of the surplus water of the Wabash river at Dam No. 3, near the town of Peru, not necessary for the purposes of navigation as will be sufficient when properly applied on an overshot wheel of 8 feet in diameter or wheels with the proper gearing to be approved by the Acting Commissioner and Engineer having charge of this portion of the canal, to propel one run of four and a half feet mill stones and two saws, together with the necessary apparatus, in one case for bolting the flour and cleaning the wheat, and in the other case for drawing the logs from the pool of the Dam or from the feeder on to the saw mills --the mill stones to be applied to the flouring of wheat and to perform 130 revolutions per minute, grinding at the usual rate, when the mills shall be in good order, and both the run of mill stones and the two saws with the necessary apparatus above mentioned, shall be in full operation, the quantity of the flouring and used by said mills, respectively, shall be accurately gauged by a competent Engineer, to be appointed by said Acting Commissioner, or authorized agent of the State, and the quantity there found necessary, shall be thereafter considered the amount leased--the water to be taken from the lower end of the Head Gates, which have been constructed in the feeder bank for that purpose, and the mills to be erected on the North bank of the river and as near to the abutments as is practicable and convenient.

And the said party of the second part, for and in consideration of the right to the use,

and occupation of said water, agrees to pay to the said State, for the run of mill stones, the yearly rent or sum of one hundred and fifty dollars, and for each saw the yearly rent of two hundred dollars, provided that the water shall not be shut off from said mills by order of the agents of the State, or by any accident, for a longer period, than one month in the aggregate in any one year, and if for the purpose of repairing or securing the canal or any works connected therewith, or in consequence of breaches or the inadequacy of the supply of water, the party of the second part, shall be deprived of the use of any portion of the water power hereby leased such deductions to be made from the rent accruing on such portions of the water power, as will bear the same proportion to the yearly rent thereof as the time during which the said party has been deprived of its use, bears to 11 months; the rent to commence on the first day of May 1838, and to be paid Semiannually thereafter on the first days of November and May in each and every year, during the continuance of this lease, to such agent of the State as may be authorized to receive the same.--

And it is further understood that the necessary head race and trunk to conduct the water to the wheels and the tail race to pass is from the wheels to the river are to be constructed, by the party of the second part, at their own expense, and according to the direction of the Acting Commissioner, and Engineer on this portion of the Canal, and to be kept in good repair so as to prevent the waste of water.

It is further agreed, that the party of the second part, desiring the continuance of this lease, shall keep constantly in good repair

the race or trunk above described and if any breach or other injury shall at any time occur to the canal in consequence of the race or trunk not being faithfully constructed, or being suffered to remain out of repair, or from any negligence of any person employed about the mills, then the said party of the second part, shall forfeit and pay to the State the whole cost of repairing such breach or injury.

It is expressly understood and agreed by and between the parties that for the purpose of preventing or repairing breaches, removing obstructions to the navigation of the Canal, or for the purpose of making any improvement in the canal, any authorized agent of the state may cause the water to be drawn out of the canal and to remain out so long as may be necessary. And the party of the first part further reserves the right to resume at any time the use of the water hereby leased, whenever this shall become necessary for the purpose of navigation, and if it shall become necessary to resume the use of so great a portion of the water hereby leased, or of the whole thereof for so great a portion of the time, as to destroy the value of the privilege (which fact shall be determined by those judicious disinterested freeholders one to be chosen by the Acting Commissioner, or other authorized agent of the State, one by the party of the second part, and the third by the two thus chosen) then the party of the second part, shall be from such time absolved from all further liabilities growing out of this agreement, and shall also receive such compensation for his improvements as the said freeholders may consider their fair value.

It is further understood and agreed that,

at the expiration of this agreement the party of the second part shall be entitled to a renewal of the lease, for which term of years, for such annual rent, as may be offered by the highest responsible bidders who shall also agree to purchase of said party of the second part all permanent and valuable buildings necessarily erected by said party of the second part, at such price as shall be adjudged fair by three disinterested freeholders chosen as above specified, provided such buildings, shall be erected on lands belonging to the state or which can be purchased by said bidder at a reasonable price, to be determined by said appraisers. And if no such bid be made upon the terms specified at a higher rent, than is herein agreed upon, said party of the second part shall be entitled to such renewal in the terms of this lease.

And if at any time, any installment, which shall become due for rent shall remain unpaid for one month from the time it shall become due, or if the party of the second part shall in any respect violate or fail to comply with this agreement, then and in either case, all the rights and privileges secured to said party by this agreement shall cease and determine, and any authorized agent of the State or leasee under said state shall have power to enter upon and take possession of the premises and resume all the rights and privileges hereby granted to the party of the second part, and said party of the second part shall moreover be liable to pay for all damages consequent upon such violation of this agreement.

It is further understood and agreed, that said party of the second part shall not sell, assign or transfer his right or interest derived

from this agreement without consent in writing of some authorized agent of the State, nor shall the water power hereby leased be applied to other purposes than that contemplated by this agreement, without like authority.

It is also agreed that the position of the mills, shall be fixed by the Acting Commissioner and Engineer on this portion of the canal. The gearing shall be of such proportions, that the periphery of the Water Wheel if an overshot when the machinery is in operation shall move at the rate of 6 feet per second, and in all other respects the form of the wheel, and other machinery shall be such as will be approved by the Acting Commissioner and Engineer aforesaid.

It is further understood that the delays occasioned either by high water or by freezing, will be at the risk of the party of the second part and no diminution of rent shall take place on account of such delay.

It is further agreed that the party of the second part, shall have the right to use either the Spiral Vent wheel or the percussion and reaction wheel upon the express condition, however, that in that case the annual rent to be paid by the party of the second part shall be increased beyond the rate herein stipulated, in the same proportion, that the quantity of water required for such wheel is increased over the quantity required for the overshot wheel of eight feet in diameter--the increase in the quantity of water to be determined after full investigation by a competent Engineer or Engineers to be selected by the Board of Internal Improvement or other authorized agents of the State.

And the said party of the first part, in consideration of the rents and agreements herebefore specified, further agrees to lease to the party of the second part, upon the same condition, and subject to the same limitations and restrictions herein contained, such part of the ground belonging to the State at the point above named as in the opinion of the Engineer having charge of that portion of the canal may be necessary to the use of the water power hereby leased, the particular portion of ground to be staked off and \_\_\_\_\_ by said Engineer, for the like term of fifty years from the 1st day of May 1837.

Witness as to S. (Samuel) Lewis signature Lot  
 \_\_\_\_\_ Smldean, S. (Stearns) Fisher  
 Saml. Lewis Acty Com. seal  
 William N. Hood seal  
 Alexander Wilson seal

Peru Miami County Indiana. May 22, 1837 I  
 Alexander Wilson of the town and county aforesaid, in consideration of the Sum of One hundred and fifty dollars in cash to me in hand this day paid by Henry Zern of Peru aforesaid, and for the further consideration of said Zern notes of the date given to me for the Sum of Seventy-five Dollars, to be paid in lumber after the mill of the Said Zern is in operation at Feeder Dam No. 3 adjoins said Town of Peru, do hereby obligate myself to relinquish and release so said Zern all my claim to one half the water power now held jointly between myself and William N. Hood to be taken from the Dam aforesaid, and which was purchased by dir (?) of the Canal Comms of the Wabash and Erie Canal and by them on the part of the State of Indiana guaranteed to us Subject to certain conditions

named in our contract with them. Alexander Wilson

Peru Miami County Indiana March 29th 1838 In as much as I have been appointed by the Board of Internal Improvement to take charge of the portion of the Wabash and Erie Canal on which Wabash Dam No. Three is located and where of Alexander Wilson who in connection with Wm. N. Hood had lease of said Dam a sufficiency of water to propel one run of 4 1/2 feet mill stones and two saws which he has by the written instrument of writing transferred to Henry Zern which transfer under the terms of the contract with the State can only be made with the consent of the Com. having charge of the line of canal in which said mills are to be erected I do now in conformity with the requirement of the agreement entered into between the State and said Hood & Wilson & by virtue of my appointment first above noticed hereby give my consent to the within transfer made by Alexander Wilson to Henry Zern . J. D. Johnson, Act. Comm. W & E. Canal  
Witness John Cooper

Peru Miami County Indiana April 6th 1838 I William N. Hood in afforemost contract with Alexander Wilson The one part and the Commissioners of Canal of the other part of a certain lease of water privilege at feeder dam No. 3--agreeable to the within lease on a former o\_\_ that appertains to the within instrument o\_\_ transfer from Alexander Wilson to Henry Zern, which is acknowledged and consented to by J. P. Johnson the Commissioner on this \_\_\_\_ of the Canal, do also confirm the right Zern to the one half of said privilege or \_\_\_\_ part as Wilson held agreeable to the agre\_\_ wish was made by parties of said privilege. Wm. N. Hood  
Witness Albert Cole



## CANAL SOCIETY OF INDIANA

Organized on May 22, 1982 as a not-for-profit corporation, the Canal Society of Indiana was established to bring together those who share a common interest in Indiana's historic canals. The Society helps focus attention on these early interstate waterways through a variety of programs. Its aim is to provide interpretation of the era, to preserve canal bed and structural remains, and to support restoration of historic canal related sites.

### BENEFITS:

- Canal Society of Indiana Newsletter
- Indiana Canals
- Membership Card
- Spring & Fall Tours of Canal Sites
- Books, Maps, Videos
- New Member Welcome Package

### MEMBERSHIP:

- \$20.00— Single/Family
- \$30.00 — Contributor
- \$50.00 — Patron
- \$100.00 — Frog Prince



Mail membership to:  
CANAL SOCIETY OF INDIANA  
P.O. BOX 40087  
FORT WAYNE, IN 46804  
Include name, address with 9 digit zip code,  
and phone number

CANAL SOCIETY OF INDIANA <http://www.indcanal.org>  
E mail: INDCANAL @ aol.com