

BELMONT COAL MINES
OF
JACKSON COUNTY

ALABAMA



Lewis Wendell Page, Sr.

Belmont Coal Mines

OF

Jackson County

Alabama

(1877 - 1940)

Lewis Wendell Page, Sr.

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ISBN 0-9671363-0-X

Printed in the United States of America

Published by

Page Publishing Company
2900 Highway 280 Suite 200
Birmingham, AL 35223

Sales

Scottsboro-Jackson Heritage Center
P.O. Box 53
Scottsboro, AL 35768

Preface

Until I graduated high school in 1935, my knowledge of life outside of Woodville, Alabama was very limited. I had spent my years as a teenager trying to escape the affects of the Great Depression of the early 1930's. I had done very little travel outside of my hometown area. In fact, I had only been to the neighboring towns of Scottsboro twice and Huntsville once.

While I was in high school, my uncle, John R. Kennamer, encouraged me to follow in his footsteps and become an historian. I found history enthralling and fascinating. The main problem was that my primary interest was in national and world history. My uncle urged me to take an interest in local history. My first train ride to Florence State Teacher's College (currently known as the University of North Alabama) was also my first real trip outside of the Woodville area. There at the college, I began pursuing a course of study in history.

It was during my time as a teacher at Scottsboro City School that I met Elizabeth Parks, who was also a teacher at this school. Her first teaching experience had been at Pierceton School in Pleasant Grove, Alabama. Elizabeth and I were married in 1940.

During our marriage, Elizabeth began to share with me her personal experiences at Pierceton School. While listening to her recount the people and events of that time, I slowly began to realize there was a rich history in her words. Remembering the words of my uncle, I knew at once that it was my duty to record these events. Elizabeth and I made numerous visits to the Pleasant Grove area during our teaching years in Scottsboro. Through her previous associations, I was able to befriend local residents who had lived in the area all of their lives. During our visits, the people of the community shared detailed stories about their own experiences and the events of their family members who had since died.

During our marriage, Elizabeth and I had two sons, Lewis Jr., and Robert. While raising our sons, Elizabeth and I continued our visits to Pleasant Grove. With all of these detailed notes and wonderful materials placed in my hands, I knew that it was my duty to tell this story. However, I also knew that my first obligation was to raise my sons.

It was not until after a long career of serving as teacher and principal in the Jackson County and Scottsboro school systems, that I found time to compile the notes from these visits. As I reviewed my notes, collected court documents, and studied news articles, I compared them with oral accounts conveyed to me by the people of Pleasant Grove. Before I knew it, what had originally began as a research paper had evolved into a book.

Belmont Coal Mines is an in depth study of an isolated coal mining community from 1877 through 1940. The volume explores the history of coal mining as it relates to the Allen Isbell Mountain of coal located in Jackson County, Alabama. Each chapter takes a close look at the local mining operations and their effects on the community members.

As a special addendum to each chapter, I have included an outline of educational efforts as they relate to the events of the times. At the end of each chapter, personal interviews provide detailed accounts of these large mining operations over the years. In addition, there are period photographs of the people mentioned and places cited as they relate to each chapter.

This survey is divided into three major parts. Chapters one and two review the coal mining operation of John B. Gordon, Eugene C. Gordon, and Walter S. Gordon. Although there were several small mining efforts in the area, this unique trio, referred to as the Gordon Brothers, could be thought of as the original coal miners of the McAllister Sinks. Their company, the Belmont Coal and Railroad Company, received numerous notes of praise during its operation.

The history of the success of the Gordons is continued in chapter two as we study the Belmont Coal and Railroad Company under the management of Harrison G. Otis. The chapter takes a look at the large number of lawsuits brought against the company while under Otis's management.

Chapter three takes a look at a significant pause in the history of coal mining in Jackson County as the local residents dive into an unsuccessful venture in the field of gold mining. Soon afterward, the establishment of the Hunter Coal Company brings a revival of interest in the coal mining industry.

Chapter four returns to the study of the history of coal mining on

the Allen Isbell Mountain of Coal as we review the mining operation of Ray Vaughn Pierce, Franklin D. Pierce, and V. Mott Pierce. Their mining operation, under the name of the Pierce Coal Company, brought a revival of hope to the Menlo and Limrock communities as they established the town of Pierceton.

Chapter five explores the management of Pierce Mines under lease by the Vere Mining Company. William S. Douglass assumes management of mines, and is faced with a number of challenges in trying to successfully run the company.

In chapter six, the final chapter, we take a look at the mining operations of Claude Rudder and David Kennedy. These two individuals undertook brave efforts to continue supplying the residents of Jackson County with needed coal after previous major mining operations closed their portals. The demands placed on them were high, and their resources were low and limited, but they continued to find ways to meet the needs of the community.

There have been several books written on the coal mining industry which include the Jackson County area in Alabama. None of these volumes, however, have ever focused on the McAllister Sinks. *Belmont Coal Mines* is the written testimony of the brave, adventurous, and dedicated citizens of the Boyd's Switch, Pleasant Grove, and Wininger areas of the Cumberland Mountain. I hope that I have done these outstanding individuals justice in my attempt to relate the story of their struggles, transitions, failures, and successes.

Dedication

To my lovely wife, Maymie Elizabeth Parks Page. Elizabeth lived in the Pleasant Grove community for three years. As a teacher at Pierceton School, she helped bring an education to many children in what was then a very isolated area. The friendships she made during the mid 1930's opened several doors for me while doing research on this project. During our marriage of fifty-eight years, she has been a consummate supporter and team player in helping me bring this project to fruition.

Acknowledgments

The information in this publication has been collected over the past fifty years. During that span of time, many of those who had first-hand knowledge of events have died. The major contributors are noted in their personal interviews.

Special thanks and consideration must be given to my wife, Maymie Elizabeth Parks Page.

I would also like to thank my book editor, Jerrald L. Boswell, who played an essential role in helping me organize this project. Jerrald is also responsible for the layout and design of the book.

James Helms was a student at Jackson County High School while I was a teacher there. Many years later, he was my guide as we explored the Sinks. I owe a debt of gratitude to James and his wife, Gladys, and their family.

Leroy and Irene Gist were extremely helpful in locating and preparing many of the photographs in the book.

William G. "Bill" Jones, Jr., Laura B. Page, and Ann Chambless for their advice and guidance in preparing the manuscript.

Additional thanks is required for those who went the extra mile in helping me get this information coordinated. Those people are as follows:

The Ernest West Family
The Viola "Vicie" Cain Family
The David Kennedy Family
The Eula West McAllsiter Family
The Edith West McAllister Family
The Lester Tidwell Family
The Dewey James Family
The Jimmy Lee Family
The Milton Popejoy Family
The Louise Rudder Stewart Family
The Marvin Helms Family

Also helpful were:

Pearlene Sharp Ashburn
Hobert Adkins
Earlene Berry
Glenda Bryant
Phillip Butler
Bob Cameron
Alma M. Etchison
Ann Gant
Alfred Gentles
R. I. "Bob" Gentry
Leonard Griggs
Floyd Hambrick
Joyce Hill
Raymond McAllister
Helen Stewart McCormick
Gary Morgan
Carlus P. Page
Jan Boyd Roberts
W. H. Robinson, Jr.
Elizabeth Nicole Stewart
Fred Wallingsford
Mary Wallingsford
William "Bill" White

A special note of thanks is required for the staff members of the Page Law Firm. Their untiring and immeasurable support was essential in completing this project.

Photographs

1. George Pendergrass 1920
Courtesy of Helen M. Stewart
2. Charlie Boyd Isbell
Courtesy of Nelson Varnell
3. Maude Stewart Woosley
Courtesy of Mrs. Woosley
4. James T. Stewart
Personal Records
5. Elizabeth Rousseau Frasier
Courtesy of Mrs. Fraiser
6. Helen McCormick
Courtesy of Helen M. Stewart
7. Blowing Cave - Gentles Cove
Personal Records
8. Gentles Store
Personal Records
9. Home of H. Hunter Smith
Courtesy of Phillip Butler
10. Milton Popejoy
Courtesy of Estelle Popejoy Perry
11. Narrow gauge locomotive
Courtesy of Helen M. Stewart
12. Mr. and Mrs. Clyde Gentles
Courtesy of Mrs. Rodney Gentles
13. Viola Sisk Cain
Courtesy of Mrs. Viola Cain]
14. Dewey James
Courtesy of Mrs. James (Fran) McNeil
15. Pierce commissary vault
Personal Records

16. Pierce Commissary Icehouse
Personal Records
17. Mit and Mag Gentles
Courtesy of Mrs. Rodney Gentles
18. Mit Gentles
Courtesy of Mrs. Rodney Gentles
19. Dewey James, Sr.
Courtesy of Mrs. James McNeil
20. William Sisk Family at Bridgeport 1912
Courtesy of the Sisk Family
21. The Albert Eugene McAllister Family
Courtesy of Mrs. Alma McAllister Etchison
22. Richard Jones
Courtesy of Mrs. Raymond McAllister
23. Clyde Frazier
Courtesy of Mrs. Daisy Frazier
24. The Ras Shelton Family
Courtesy of Mrs. Ruby Shelton Washburn
25. Phronie Manning
Courtesy of the Manning Family
26. Frank and Mildred Lena (Gerbage) Honey
Courtesy of Mildred Honey
27. Albert and Belle Shelton McAllister
Courtesy of Alma M. Etchison
24. James and Gladys Helms
Courtesy of the Helms Family
25. Claude Rudder, Sr.
Courtesy of Mrs. Linda Stewart Wallace
26. Carl and Edith (West) McAllister
Courtesy of Mrs. Edith McAllister

27. Eula West McAllister
Courtesy of Mr. Hershell McAllister
28. David Kennedy
Courtesy of Mrs. Robert Bradford
29. Ernest West
Courtesy of The Kenneth West Family
30. Elizabeth Parks Page
Personal Records
31. Pierceton School Class Picture
Personal Records

Table of Contents

Gordon Years

Black Diamonds Unearthed	
1877-1881	17
Plans for a New Town	22
Linking with the Marketplace	23
Convict Lease System	29
Belmont Coal and Railroad Company Incorporates	32
Education during Gordon Years	42

Personal Interviews and Artifacts

Charlie Boyd Isbell	46
Maude Stewart Woosley	47
James T. Stewart	48
Elizabeth Rousseau Frasier	49
The Blowing Cave	51
News Items from <i>The Scottsboro Citizen</i>	54
News Items from <i>The Alabama Herald</i>	56
The People	58

Otis Years

The Building of Menlo	
1881-1886	59
Litigations Hinder Progress	62
End of Belmont Coal and Railroad Company	69
Education at Menlo	85

Artifacts

Gold Fever

New Mineral Discovered	
1886-1908	97
Scottsboro-Guntersville Railroad Proposed	99
Fallow Mines in the Sinks	102
The Fever Breaks	104
Gunter Mountain Coal Mining Company	108
Hunter Coal Company	109

Personal Interviews and Artifacts	
Milton Popejoy	114

Pierce Years

The Building of Pierceton	
1904-1919	119
Pierce Development Company Incorporates	123
The Belmont Mines Reopen	127
The Pierce Railroad System	128
The Closing of the Mines	129
Education at Pierceton	132

Personal Interviews and Artifacts

Clyde Gentles	136
Viola "Vicie" Sisk Cain	140
Dewey James	141

Douglass Years

Rebuilding Pierceton	
1924-1931	157
An Unstable Beginning	159
A Gift Of Friendship	163
Coal Washing Facilities	163
Problems Mount for Douglass	165
Timber Cutting Exposed	170
Martin and Page's Lease Cancelled	173
Property Dispute	177
Education In Pierceton Under Douglass	183

Personal Interviews and Artifacts

Richard Jones	186
Clyde Frazier	187
Ruby Shelton Washburn	189
Phronie Shelton Manning	191
Mildred Lena Gerbage Honey	193

Rudder-Kennedy Years

End of a Coal Era	
1932-1940	195
Rudder Mines	195
Kennedy Mines	196
Flatbed Transportation	197
End of a Tradition	198
Education at Pleasant Groves	201

Personal Interviews and Artifacts

Claude Rudder Jr.	204
Edith West McAllister	206
Eula West McAllister	208
David Kennedy	210
Ernest West	211
Elizabeth Parks Page	213

Definitions	219
Endnotes	225
Selected Bibliography	229
County Officials 1860-1933	231

Gordon Years

Black Diamonds Unearthed

1877-1881



George Pendergrass in front of Boyd's Switch Church in 1925

During the formation of the earth, Alabama was very fortunate to have several billion tons of coal deposited within its borders. Coal mining in the United States began around the 1800's. Since that time, nearly half a billion tons have been mined in Alabama, and there still remains a more than sufficient supply to last several hundred - and probably thousands - of years. The coal deposits are divided into four areas: The Warrior Field, The Cahaba Field, The Coosa Field, and The Plateau Field.

Jackson County was established on December 13, 1819. The county was named in honor of General Andrew Jackson. Located in the heart of the county is the area known as the Cumberland Plateau. Many books have been written about coal mining on the Cumberland Plateau. However, very few historians have focused on the mining activity in Jackson County. Over the years, this area was a major resource for coal mining operations that marketed coal for commercial usage.

Before the War between the States began in 1860, there were very few coal mining outfits operating in Jackson County. The coal mining operations which existed produced coal mostly for local consumption. The two major coal mining operations in the area were the Eureka Mines and the Gordon Mines. The Eureka Mines were operated by a group of businessmen out of Stevenson, Alabama: A. A. Russell, A. C. Austin, James Cox, John T. Fackler and A. W. Harris. The Gordon mines were under operation by four brothers: Zachariah Gordon, John B. Gordon, Eugene Gordon, and Walter Gordon. Even after the outbreak of the Civil War, the Eureka Mines continued to produce coal on a regular basis. The Gordons, however, were no strangers to war. Following their military instincts, they threw down their drills and swapped their black powder for gun powder. With the perils of war increasing daily, foundries needed coal to heat the furnaces used to manufacture cannons, gun carriages, small arms, torpedo parts, and other types of weaponry. Jackson County constructed a blast furnace in 1861 to help meet these demands. As a result, Northeast Alabama found itself playing the role of coal supplier to plant manufactures as well as engaging in the daily battles of the War between the States.

The following data extracted from an 1860 United States Census taken of the Bryant-Long Island District verifies that the Gordons were mining coal in the area before the outbreak of the War between the States:

Bryant-Long Island District

Household	Name	Age	Occupation	Real Estate	Personal
936	Zachariah Gordon	66	Farmer	50000	31200
	Malinda	54			
	Zachariah	31	Miner		3000
	Augusta B	19	Student		
	Mary	17			
	Eugene	15			
937	Walter	13			
	John B. Gordon	28	Miner	3500	14900
	Francis	22			
	Hugh H.	5			
	Franklin	3			
938	J. D. Cunningham	50	Laborer	9000	800
944	John Bryant	45	Laborer	9100	1100

John Gordon possessed remarkable military leadership skills. During the Civil War, he formed a company known as the "Raccoon Roughs." Given his unique geographical position, it is not at all surprising that the volunteer company he recruited for the Confederacy was composed of men from the tri-state region. In his autobiography, *Reminiscence of the Civil War*, John Gordon reflects on his unique position and activity in the tri-state area:

In 1860 my mines were in Georgia, my post office was in Tennessee, and my home was in Alabama.

During the Civil War, the coal mines owned and operated by the Gordons were severely damaged. Therefore, no income had been generated from the mines since before the war. When the war ended, the Gordons did not reopen these damaged mines because it would have been a costly investment.

John Gordon soon left the coal mining business and pursued multiple careers in the areas of insurance, publishing, and the sawmill industry. According to his own statements, his involvement in the publishing industry was to create nonpartisan school literature that would help rid the nation and the South in particular of sectional hate, and to promote Southern self-esteem. In his letters and published articles, John Gordon pleaded for Southerners to rid themselves of ternary bondage to the North in the school room.

After John moved to Georgia to pursue other career choices, Eugene and Walter Gordon decided to continue in the mining business in Alabama. Because their mines had been destroyed during the Civil War, they had to seek mining opportunities in other parts of Jackson County. Acting as a mineral scout, Eugene Gordon made several trips to Boyd's Switch, Alabama to investigate mining prospects in the area. His primary goal was to locate areas which showed signs of mineral wealth and to explore the mining possibilities.

During this series of visits, Eugene established contacts with the owners of mineral rich lands located on the Cumberland Mountain, which is located north of Boyd's Switch. After his thorough investigations, Eugene decided that in order to mine the coal in the seam on Cumberland Mountain, he would have to gain third-party mineral rights to the land from the present owners. He arranged to have deeds of conveyance drawn up and signed by the local

land owners for third-party mineral rights. The following example is taken from a deed of conveyance made to the Gordons on May 19, 1877. The other conveyances made were very similar to this one:

Deed of Conveyance

Grantor: John A. Allen and wife Mary, Grantees: Jesse W. Isbell, John Berry, William W. Berry, Miller Isbell, Zachariah Isbell, Samuel Latham, John W. Allen, Jonathan Latham, William Latham, Benjamin B. Allen. Two elevenths (2/11) of the tract described as West ½ of SW¼ 534.T3 R4E, one eleventh (1/11) reserved. To work all mines and mineral deposits. Sum of \$15 received.

May 19, 1877

Signed,

John C. Allen
Mary Allen ¹

The deeds of conveyance that had been arranged with the Gordons were not made public. Everything was done in the strictest of confidence, which was probably due to the fact that the number of small coal mining operations opening was on the rise. Since the War between the States ended, the news of the discovery of coal deposits spread quickly. Therefore, it is highly likely that the Gordons may have feared that outside miners would offer competitive bids for the mineral lands. As a result, their business dealings were very quiet so as to prevent competition from other commercial developers.

It was not until after the Gordon Brothers had secured all the necessary deeds of conveyance to secure their mining operation that their intentions to open a coal mining operation in the area were made public. As shown in the following abstract, taken from Jackson County Courthouse records, the Gordons had a contract drawn up and signed by all parties involved granting them a 20-year lease for the land:

Owners of
Belmont Property, Parties of the First Part
and
Gordon Brothers, Party of the Second Part

Parties of the first part grant to parties of the second part a 20 year lease to lands known as the Belmont Coal Property. Terms include the rights to mine coal, use timber, rocks or stones to construct roads, tramways, chutes, houses, etc. as necessary to facilitate the mining and shipping of coal. The rights to timber and soil for sale is reserved. Parties of the second part agree to open and work mines. Said mines to be connected by tramways, railroads, and inclines railroads to the Memphis and Charleston Railroad at Boyd's Switch. Construction of railroad system to begin by March 15, 1879 and to be completed in 12 months.

Coal in connection with mining and transportation phase of the parties of the second part shall be weighed and royalties paid at rate of one-half cents per bushel. Coal transported from the mines to the Memphis and Charleston Railroad at Boyd's Switch shall be weighed and royalties of twelve and one-half cents per ton will be paid on the first of July and December.

Signed Jan. 22, 1879

Parties of the first part.

Jonathan Latham and his wife Elizabeth Latham.
Barton B. Smith and his wife C. B. Smith
Ephram Latham and his wife Elizabeth Latham (Her 'X' mark.)
Jesse W. Isbell and his wife Lockey A. Isbell.
Zachariah Isbell
William Latham and his wife Minerva Latham.
Samuel H. Latture and his wife Elizabeth Latture
B. B. Allen and his wife Mary Allen
John Allen and his wife Mary Ann Allen.
John A. Berry and his wife Mary Berry.
F. Oby Hurt and his wife Sally C. Hurt.
William O. Berry (His 'X' mark.) and his wife Stacey Berry.

Parties of the second part.

John B. Gordon
Eugene C. Gordon
Walter S. Gordon

Jan. 22, 1879, James H. Young JPC
Nov. 13, 1880, Nelson Kyle JPC
July 28, 1881, John B. Tally JPC
Jackson County, Alabama ²

Plans for a New Town

The residents of Boyd's Switch were quite excited about the idea of a coal mining outfit coming to excavate the Allen Isbell Mountain. The mining operation would bring needed job opportunities and new resources to the town. In addition, there would be a great deal of activity going on in this otherwise isolated area. As shown in the January 31, 1878 edition of *The Alabama Herald*, the editor, Alexander Snodgrass, kept the residents abreast of all activities surrounding the arrival of the Gordons into Boyd's Switch:

News Item

Distinguished visitors to Jackson County Col. J. B. Killebrew, Commissioner of the Bureau of Agriculture, Statistics and Mines of the State of Tennessee, in company with Rev. Eugene Gordon, brother of the senator, passed down the road yesterday to Boyd's Switch, with the intention of fully "interviewing" the coal mountains in that vicinity.

The Gordons brought more promise of success to the area when they revealed their plans to establish a new mining town located north of Boyd's Switch in the Sinks area. The new town would be called Menlo, Alabama. The projections included major improvements such as landscape development, a schoolhouse, and the installation of a new railroad that would extend from Boyd's Switch up to the coal mines in the Sinks. The January 10, 1878 edition of *The Alabama Herald* made note of their plans:

News Item

Mr. William Skelton, an excellent Boyd's Switch citizen was in to see us on Monday, and paid in advance for the HERALD, 'We cannot do without the paper,' he said. We regret to learn that Mr. Skelton contemplates moving to Ft. Smith, Arkansas early in the fall of this year. Mr. S. informs us of Boyd Switch's brightening prospects—they began building shanties, last Monday, for the hands who will be employed in constructing the four miles of railroads from the switch to the coal mountains; they are endeavoring to set up funds to erect a good schoolhouse, and the community expect to make a number of improvements during '78.

Linking with the Marketplace

Since the beginning of coal mining and timber cutting, the railroad has played an essential role in the transportation of these resources. While the Gordons were busy developing their coal mining operation, they realized the need for a railroad to ship the coal out of the area. They could use horse-drawn wagons to move the coal, but this would limit their productivity. Also, the wagon transport method could take up to two or three days to deliver shipments in far off places. The Gordons knew that a railcar transport system linking the Belmont Mines to Boyd's Switch would be to their advantage.

The first step in carrying out these elaborate plans to build up the area was to identify help. The local citizens either were employed at the lime plant or they were private farmers. Eugene Gordon actually had to go to Huntsville, in order to find workers to build the railroad that was needed. There he found 36 workers who relocated to Boyd's Switch and began construction on the railroad.

Once the workers were transported to Boyd's Switch, they needed housing. To accommodate their needs, the Gordons built several shanty structures at the Switch. The shanties were not elaborate in design, but were functional, two-room structures consisting of a kitchen area and a bedroom. These housing units served as the primary residences for the officers and laborers working for the Gordons.

The next step in executing these plans was to develop the blueprints for the rail system. Surveys had to be conducted, trees had to be removed, and a passageway had to be cleared. The rugged and undeveloped terrain of the Sinks demanded that this railroad system be built in three parts.

First, there would need to be a standard gauge railroad built to extend from the Blowing Cave to Boyd's Switch. Next, a narrow gauge railroad would have to be constructed along the mountain. Finally, an incline plane would have to be built to connect the standard gauge and narrow gauge railroads. Excerpts such as the following one taken from the April 4, 1878 edition of *The Alabama Herald* kept the citizens informed about the activity surrounding the building of the railroad:

We learn from the Rev. Eugene Gordon, who is one of the capitalists, that there are prospects of the railroad being constructed from Boyd's Switch to the Belmont Coal Mines, being extended to the Coal Mountain on the Harris Place in Box's Cove and then connect with Larkinsville.

Westerners doing trade with the markets and vendors located on the Atlantic seaboard markets used the railroad system to transport goods. The Memphis and Charleston Railroad Company (M & C) owned most of the tracks which extended from Charleston, South Carolina to Memphis, Tennessee. This route passed through northeast Alabama, and included Boyd's Switch on the route. The Nashville, Chattanooga and St. Louis Railroad (N C & St. L) extended south through Stevenson, where it then turned northeast toward Chattanooga, Tennessee. The M & C did not have a track built along this route because the N C & St. L had already obtained the only passable route.

In 1857, a cooperative agreement was signed by the M & C and the N C & St. L. According to the agreement, when an M & C train reached Stevenson, M & C would unhook its cars from the engines. The M & C cars would be attached to N C & St. L engines, which would transport the M & C cars to Chattanooga. M & C would then resume operation, reattaching its cars when N C & St. L arrived in Chattanooga.

In 1880 the M & C reached a new agreement with the N C & St. L in which it was permitted to continue through Stevenson with their own crews and engines enroute to Chattanooga. The new agreement, however, did not allow the M & C to make stops between Stevenson and Chattanooga to pickup or deliver freight or passengers. Therefore, a sufficient coal supply was needed by the M & C to make the trip from Stevenson to Chattanooga. The Gordon Brothers saw this as an excellent opportunity to secure a market for their coal. Almost immediately, they entered into an exclusive agreement with M & C in which it would purchase the entire coal output of the Belmont Mines. This contract assured the Gordons that their coal would be sold, and it provided the M & C with a steady coal supply to make its daily run without breaking its agreement with the N C & St. L.

The Memphis and Charleston Railroad.
Parties of the First Part.

and

John B. Gordon, Eugene C. Gordon, and Walter S. Gordon.
Parties of the Second Part.

Witnesseth

That the parties of the second part are about to open, operate and develop a coal mine on the line of said company's railroad on the north side thereof, in the County of Jackson in the state of Alabama between Scottsboro and Paint Rock Station and the parties of the first part being desirous to foster and encourage said enterprise for the benefit of the country along its line of travel and from its own benefit here by agrees to buy it from the parties of the second part, all coal needed for its locomotives on the said road at the price of eight (8) cents per bushel at eighty (80) pounds. The said coal to be procured out of the said mines and to be of good quality and suitable for economical use in locomotives and to be delivered in our cars by the said second parties on the side of the company's main track at some convenient place to be designated by it. It is further agreed that the cars of the parties of the first part are to be allowed to be taken on the branch road to and from the mines by the parties of the second part and no rental or mileage is to be charged for their use. But if broken or damaged while in the possession of the parties of the second part, the cost of repair is to be paid by them.

The said second parties agree to proceed at once with proper energy and means to the opening, development, and operating the said mines and the said second parties agree as soon as the said mines are open to deliver as afore said and the first party agrees to receive and make monthly statements for all the coal needed for locomotive on the said railroad for the period of five (5) years from the date of first delivery of coal.

Should the said mines become exhausted or so reduced as not to be profitable under suitable management, then the second parties shall be released from its obligation of this contract and it shall become null and void.

It is further agreed that said company will sell or rent to the said second parties an engine to be used in operating said track or road if desired to do so. The purchase or rent money thereof to be paid in coal at a quality and price before named.

And the said first parties agree to give no aid or encouragement to the opening of other coal mines in the

same vicinity and if other coal mines are developed without the aid of said company, it agrees that it will in no respect give any advantage to such mine or mines over that of the second parties but will on the contrary so far as the obligation resting on a common carrier permit encourage and favor the mine of the latter's provided said parties of the second part shall prosecute business of mining with proper energy and business capacity.

And said company also agrees that if the same coal field to be mined by the second parties is operated west of this opening by other parties, the rate charged by the company for carriage shall be the same from the mine of the second parties as from such further west opening.

It is further agreed that annual passes over the Memphis and Charleston Railroad shall be given to two persons connected with the mines as long as they are operated. The designated persons shall be determined by the second parties.

The parties of the second part agree to furnish transportation for all coal offered for shipment over its line by the second parties.

In witness where of the said John B. Gordon, Eugene C. Gordon, and Walter S. Gordon have hereunto set their hands and affixed their seal and the Memphis and Charleston Railroad Company by its president and secretary has herewith subscribed its name and affixed its corporate seal all in duplicate this day of April 18, 1879.

The Memphis and Charleston Railroad Company

by R. T. Wilson, president

by S. R. Cruse, secretary ³

Although the contract between M & C and the Gordon Brothers was not sold to the Belmont Coal and Railroad Company until the November 13, 1880, the Gordons had already begun the construction of the Belmont Railroad as early as April 14, 1878. The sawmill was in operation, the tracks were being laid in Gentles Cove, the steam locomotive, *Mabel C. Gordon*, was moving supplies to the rail head, and convicts were constructing roads and mining coal. The company headquarters had been established in a rented building at Boyd's Switch.

The Gordons were having a great deal of success in the commercial coal mining industry. Morale in Jackson County was

boosted by the positive moves that were being implemented. The townspeople continued to praise the Gordons for their efforts to improve the Boyd's Switch area. A feature article in the June 26, 1879 edition of *The Alabama Herald* lauded the Gordons and likened them to a band of evangelists:

Local News

The officers of the Belmont Coal and Railroad Company are Senator John B. Gordon, President; Captain Walter S. Gordon, Vice-President; Major E. C. Gordon, Superintendent; and J. T. McLendon, Secretary. So it will be seen that the new mines are in the hands of one of the most famous families in the South. In the fight for Southern Independence, the four brothers were as brave officers as wore the gray. John B. Gordon, who entered the war as a Captain of a Jackson County regiment, became so well known by his brilliant achievements in the grand army of Northern Virginia that his history is a part of the history of the nation. Col. Gus M. Gordon, a handsome, knightly, and brilliant youth, was killed at Chancellorsville with a furlough in his pocket. Major E. C. Gordon attained his rank when he was only 19. Captain Walter Gordon was elected to the leadership of his company when he was only 16. The latter two were the youngest officers in the Confederate Army.

Boyd's Switch is to have a depot and telegraph office; so the popular Superintendent, Captain Grant has promised Col. Hurt., who has long been engaged in lime manufacturing there, and the owners of the Belmont Coal Mines.

If we were to indulge in what Horace Walpole terms the 'issimo' style of writing, we would call the Gordons the evangelists of a new life for that section of the county. All must welcome such men, cultivated and intelligent, bringing money and giving paying employment to so ...many, and infusing some energy among those who have so long vegetated on the mountain side.

...In three weeks time, the railroad, which will be six miles long, will be completed. The company will begin with the shipping of coal, having already order of large quantity. The coal is said to be of fine quality and the supply is believed to be inexhaustible. The miners are now unearthing the black diamonds at the rate of fifteen hundred bushels a day. The Belmont Mines are the only coal mines on the Memphis and Charleston Railroad, and will supply a wide section with good and cheap fuel. Since the enterprise was

conceived, the company has overcome diverse obstacles, and now the tide of success has set in. We hope it will sweep them on to a flood of fortune.

At the terminus of the railroad, the Messrs. Gordons will erect their three cottages; Senator Gordon expects to use his as a summer residence. The site chosen is beautiful and the mountain atmosphere pure and heady giving; they have two artesian wells on the mountain, giving an abundance of free-stone water, while the finest of chalybeate springs are in convenient distance. The surrounding scenery is attractive, The Blowing Cave being one of the curiosities of the neighborhood...

...Boyd's Switch is today expecting a visit from the herostatesman, Senator John B. Gordon of Georgia.

...The greatest railroad engineer in the land, perhaps not only for skill but civility and politeness, is Mr. Tubbyfield now running the new engine, Mabel C. Gordon in the interest of the Belmont Coal Mines near Boyd's Switch. Turey can just run his engine anywhere out in the mountains, whether there was ever one there before or not. We hope to go down one day and do hope to meet our friend Jourd.

...The Belmont Co. shipped their first car load of coal from the new mines. The first car load over the new railroad was presented to Mrs. F. O. Hurt by the Messrs. Gordon.

...Major E. C. Gordon and family will move from the Switch to near the Blowing Cave soon.

...It has been suggested that Boyd's Switch be changed to Belmont Junction.

...The Belmont company have a contract for five years to furnish the M&C RR all the coal they need.

Lengthy articles such as the one above appeared as daily updates about the Gordons shared through the local newspaper.

Although this exaggerated reporting may not appear to be necessary, the townspeople considered it essential information. There was so little other activity happening in the remote area, that these articles were a breath of fresh air for the isolated townspeople.

Convict Lease System

Ethel Arnes notes in her book, *The Story of Coal and Iron in Alabama*, that since the beginning of coal mining in Alabama, convicts were often used as laborers in the mines. Leasing the convicts from the local jails and prisons was familiar ground between the coal miners and local law officials. The convicts provided cheap labor. The mine owners provided food, clothing, shelter, medical attention, and security for the convicts. In exchange for their labor, the state received a small remuneration from the mining company, which was used to supplement the state penal system. The following excerpts from the March 14 and May 2, 1878 editions of *The Alabama Herald* highlight this practice of using convicts in the mines:

Local News

...Copeland and Bose Brown were carried Monday to the **Eureka Mines** to dig the black diamonds. Brown received a two year sentence. Copeland received a three months' sentence.

...Our county convicts were brought down from the Eureka Coal Mines by Judge Kyle and Sheriff Grider yesterday and are now at work fencing the jail. Our commissioners have, very properly as we think, determined to have them work at home.

Local News

...Copeland, one of the mine convicts who has been working for the county commission for some days, has absented himself without leave. He said he would not run away.

The Belmont Mines were operating very successfully. Like their colleagues at the Eureka Mines, the Gordons also took up the practice of using convicts in the mines. The Belmont Mines had a five-year contract to furnish the M&C RR with coal. The use of the convicts made it easier to fill this large order on a timely basis. The Gordons had about 107 convicts working in their mines, most of whom were Negroes.

It is quite likely that because of their success, the Gordons had

their share of enemies and competitors who were envious of their position in the community and their success with the Belmont Mines. As a result, there had been some controversy circulating which suggested that Gordons were treating the prisoners inhumanely. An investigation into the Gordons' mining operation was implemented by the county officials. In the February 20, 1880 edition of *The Scottsboro Citizen*, the editor, James Armstrong, published the following committee report:

The Belmont Coal Mines
Report of the Commissioners

The undersigned members of the Commissioners Court of Jackson County, in company with several prominent citizens of the county, visited the Belmont Coal Mines to ascertain the correctness to the reports in circulation in regard to the treatment of our county convicts. On arriving at the mines we found the work in all of its various departments under active operation, and the Messrs. Gordon and the officers of the Company all at their post, all of whom, took great pleasure in showing us around. They have about one hundred convicts employed, of whom seven or eight are from this county, the balance from the other counties in this State. We interrogated those from this county in regard to their treatment, and all seemed satisfied and cheerful. They said they had plenty to eat, were not overworked or inhumanely treated, and with this statement their appearances fully correspond. So far as we know, the gentlemen who accompanied us, all came away impressed with the idea that the reports in regard to their treatment were unfounded and wholly gratuitous.

The Messrs. Gordon and officers of the Company, brought us under sincere obligations by the kind reception and generous hospitality shown us during our stay.

Nelson Kyle,
P. Brown,
C. C. Spiller,
J. J. Jordan,
E. R. Inglis.

The investigation into the possible mistreatment of the convicts by the Gordons proved to be a false alarm. The probe might have been sparked by the fact that most of the convicts being used in the mines were Negroes. After the War Between the States, the New South had brought about a more sympathetic approach toward the

treatment of Negroes. This new attitude was even more prevalent in the coal fields of Alabama. The coal laborers realized the dangers of working in the mines. They had witnessed occurrences such as premature explosions, respiratory ailments from inhaling the hazardous air, and, most frightening of all, the looming threat of possible cave-ins. These unfavorable occupational conditions created within the workers a greater tendency to look out for each other while in the mines. As a result, there existed an interracial union between the black and white miners. Amazingly, this bond superseded the racial segregation that divided the very same workers in nearly every other aspect of their lives.

The Gordons were cleared of the charges, and continued their practice of using the convicts in the Belmont Mines as noted in the March 18, 1880 edition of *The Scottsboro Citizen*:

Local News

A man named Brown was found guilty of stabbing a man named Paco living between Bridgeport and South Pittsburgh, Tennessee. He was speedily turned over to the proprietors of the Belmont Coal Company at Boyd's Switch to help develop our resources.

Even though the Gordons made a practice of using convicts in their mines, around 1896 Senator John B. Gordon introduced a plan in the Georgia Senate which would abolish the convict lease system. His proposal for terminating the system was not approved, which then prompted him to unleash the most thorough investigation ever into the system and the treatment of the convicts. He was met with serious opposition.

There were several arguments in favor of continuing with the practice of using the convicts in the mine. The strongest case presented was the financial support received for the convicts. Opposing parties argued that after the Civil War the southern states were financially destitute and were not able to take care of the prisoners. Therefore, the lease system was helping to pay for their care. This was probably the most successful argument presented against John Gordon's attempt to abolish the convict lease system.

Belmont Coal and Railroad Company Incorporates

After a while the coal seams in the Belmont Mines were growing thinner, and, therefore, it was becoming less profitable to continue mining in this area. The seams were broken up by faults, and the miners were often running into "squeezes." This was a shocking reality to the Gordons as it had previously been predicted that the coal supply was inexhaustible. The Gordon Brothers foresaw the time when it would become necessary for them to withdraw their investments from the coal mines. They had taken every possible measure to launch their coal mining operation with as little personal financial investment as possible. John Gordon had previously made several failed financial ventures, and, therefore, was not anxious to sink any more of his personal money into the coal mines. Therefore, they began to investigate ways to get out of the coal mining business with as little financial loss as possible.

When the Belmont Mines first began to show promise of success, the Gordons sought measures to protect what personal assets they had already invested in the company. Now that the coal seams were thought to be less promising, the Gordons were getting a little anxious about possible liabilities. This was not necessarily an irrational line of thinking. After all, the Belmont Mines had an exclusive five-year contract with the M&C RR. Until now this seemed like a solid deal. However, the coal seams were no longer living up to their projected output volumes. The Gordons feared that there would come a day when the demand severely outweighed their supply.

The Gordon Brothers quickly considered a number of possibilities to protect themselves. After carefully looking at all of their options, they settled on the idea of incorporation. They figured that if the company was incorporated and out of their name, then they would be free from any liabilities on claims that might be made against the Belmont Coal and Railroad Company.

After working out the details of their incorporation, the lawyers filed the papers in the Jackson County Court System. The declaration for incorporation was in process.

The records of the Jackson County Courthouse indicate that the incorporation papers were filed with the Probate Judge on April 5, 1879. However, it was not until the January 21, 1880 that the Belmont Coal and Railroad Company was legally incorporated:

Declaration

John B. Gordon, Dade County, Georgia, Eugene C. Gordon of Jackson County, Alabama, and Walter S. Gordon of Clay County, Alabama are desirous of forming themselves into a business corporation under the name and style of 'Belmont Coal and Railroad Company.' The business to be conducted in the county of Jackson, Alabama, at Belmont.

The business proposed to be carried on is the construction of a railroad line from the top of Cumberland Mountain to intersect with the Memphis and Charleston Railroad line at or near Boyd's Switch in said County. The main track a distance of about three (3) miles, with a narrow gauge railroad on the mountain of length three (3) and three-fourths ($\frac{3}{4}$) miles. Also an incline plane of length near twenty-two hundred (2200) feet. The chief purpose being the transportation of the company's coal and supplies and things of value incidental thereto and the mining of coal in the said line of proposed road in said county.

The capital stock of said incorporation five thousand dollars (\$5000) divided into fifty (50) shares at one hundred dollars (\$100) each. And of this stock each one of said corporation owns and has contributed to and placed into the same sixteen and shares each sixteen hundred and sixty-six and $\frac{1}{100}$ dollars each.

Said persons bona fide desire to develop the said coal fields or mines at said region. To construct said railway and in good faith to mine for coal and transport the same to the market. The chief place of business will be at Belmont at the mines of the said company. And they desire to be incorporated for the said purpose under the laws of Alabama.

And invoke your honor to do all these things under this application and declaration that will consummate said object in accordance therewith.

All of which is respectfully submitted.

John B. Gordon
Eugene C. Gordon
Walter S. Gordon
April 5, 1879⁴

Preparing to Close the Mines

The Gordon Brothers made three important steps in preparing to get rid of the Belmont Mines. The first step was to divest all their personal holdings into their new corporation. The next move was to sign over all third-party mineral leases into the company that had been established when they first came to Boyd's Switch, Alabama as shown in the following transfer:

Sale of Mineral Lease

State of Alabama, Jackson County. Know all men by these present that we the undersigned, J. B. Gordon, E. C. Gordon, and W. S. Gordon lessees of the land known as the Belmont Coal Mines, described in the written lease contract for the consideration of one thousand dollars to them in hand paid by the Belmont Coal and Railroad Company, the receipt whereof is hereby acknowledged, do by these present sell, transfer, and conform unto the said Belmont Coal and Railroad Company and their successors, all their right, title, and interest to and in the said lease contract within described as aforesaid. In testimony whereof we have hereunto set our hand and seals on this the 22nd day of January 1880.

I, Nelson Kyle, Judge of P.C. for Jackson County hereby certify that above transfer was filed 13th November, and recorded this November 13th, 1880.

Nelson Kyle, Judge

The State of Alabama, Jackson County. I, Judge of Probate for said County hereby certify that the above and forgoing pages from one to none inclusive contain a full true, correct, and complete exemplification of the record in my office of the lease contract from Jonathan Latham and others to John B. Gordon and others and of the transfer of said contract to the Belmont Coal and Railroad Company. Given under my hand this the 28th day of July 1881.

John B. Tally
Judge of Probate 5

The third important step the Gordon Brothers made was to sell the contract with the Memphis and Charleston Railroad to the newly formed Belmont Coal and Railroad Company. This assured them a personal safety net in case the mines could not meet the demands of the five-year contract.

After these important actions had been carried out, the Gordon brothers continued to operate the mines daily as though nothing was out of order. They gave no indication of their intentions to cease management of the mines. It is not clear why their plans were so secretive. Perhaps it was because they felt a sense of obligation to the people of Boyd's Switch and did not want to cause any uneasiness. Maybe it was because they were embarrassed to have brought so much promise to the area, and feared that they would lose the mines. Whatever their reasons for making these moves, the citizens of the Switch were completely unaware that the Belmont Mines would soon close down.

The local newspapers were very faithful about keeping the residents abreast of the activity surrounding the Gordons. In the following excerpts from *The Alabama Herald* and *The Scottsboro Citizen*, we can ascertain that the Gordons were taking every measure possible to give the impression that all was well with the Belmont Mines and that they were permanent residents of the community. In the March 5, March 9, and March 25 of the 1880 editions of *The Scottsboro Citizen*, every move by the Gordons was reviewed in a celebrity-like fashion.

Local News

...These mines are bound to result beneficially to Jackson County, and we are proud to have such energetic, live, persevering men as the Gordons in our county. The latent wealth of Jackson County is being developed. All praise is due the men who have invested so largely in trying to develop her resources. These mines turn out over two hundred thousand pounds of coal daily, and there is an inexhaustible supply of coal in the mountains adjacent.

Local News

...Captain Hugh Gordon of the Belmont Coal Mines, son of Georgia's distinguished Senator, was in town today.

Local News

...Senator John B. Gordon and former Governor Colquitt of Georgia passed down the road Monday (March 23) on a visit to the Belmont Coal Mines.

The Alabama Herald was also very much grounded in the practice of seeing only the positive side of things from the standpoint

of the Gordon Brothers. In its March 11, 1880 edition, several news tidbits gave the impression that the Gordons were still developing resources.

Boyd's Switch

...Mr. Hugh Gordon is building a residence here.
...Boyd's Switch now has a population of 100.
...Capt. J. C. Turbyville is master mechanic at the Belmont Coal Mines.
...The Messrs. Gordon are running a steam saw and grist mill at this place.
...The Belmont Coal Company Mines are shipping about eight car loads of coal daily--averaging eleven tons per car.
...Mr. Frank Gordon, of Atlanta, GA, son of General John B. Gordon, is visiting relatives at this place.

Although it was not public knowledge that the Gordons were planning to leave the Belmont Mines, there were numerous instances that might have indicated that the Belmont Coal and Railroad Company was experiencing serious financial mismanagement. Debts were not being paid, and the company was constantly being sued by its creditors. In the following excerpt, a plaintiff company known as the Estill Brothers filed a suit against the company for outstanding funds:

Accounts Payable for Belmont Coal and Railroad Company

During 1880 and the first part of 1881 the Belmont Coal and Railroad Company purchased goods and chattel with an aggregate total of \$644.60 from Estill Brothers. At various times, payment had been made on the account. As of February 2, 1881, the balance due was \$104.60. ⁶

The real talents of the Gordon Brothers lay in their military prowess, but they were equally charismatic businessmen. Even as their debts mounted daily, they were able to secure loans and goods from service providers and creditors. Undoubtedly, they were able to close these deals based on the perception of their success with the mines. Had anyone known their plans, they probably would not have been as successful.

Undoubtedly, the most significant sign that the Belmont Mines were about to make a change can be detected in the sudden increase of the company stock. Despite the fact they were showing

signs of financial instability, the Gordons were able to persuade the courts to increase the capital stock of the Belmont Coal and Railroad Company from \$5,000 to \$250,000, which is an increase of 5,000 percent. Each of the Gordon brothers received a large amount in this settlement:

Report of Subscription to Increase Capital Stock

State of Alabama, Jackson County.

To the Honorable John B. Tally, Judge of the Probate Court
of Said County.

The undersigned W. S. Gordon, Vice-President and stockholders in the Belmont Coal and Railroad Company, a corporation existing under the general laws of Alabama in conformity with and by direction of a resolution this day, passed in a meeting of the stockholders of said company, at which two thirds the stock in value was duly represented, respectfully represents and reports to your Honor that, in conformity to an order issued by the Hon. Nelson Kyle, then Judge of the Probate Court of said County, hearing data April 1st 1880, the said Belmont Coal and Railroad Company in meeting assembled on the 10th day of May 1880, after giving thirty days notice thereof in *The Alabama Herald*, a county newspaper, increased the capital stock of said company from \$5000 to two hundred and fifty thousand dollars, and immediately thereafter, to wit on the said 10th day of May 1880, the books of subscription were opened and the whole amount of two hundred and fifty thousand of capital stock thus increased, including the \$500 hitherto taken, was subscribed to, taken, and paid for in money and property, at its money value by the following named persons, to wit:

J. B. Gordon, 625 shares \$100 each paid for in money \$62,500
E. C. Gordon 625 shares \$100 each paid for in money & property at its money value \$62,500
W. S. Gordon 625 shares \$100 each paid for in money & property at its money value \$62,500 ⁷

Before the ink had time to dry on this document, the Gordons petitioned the court yet again to increase the value of the company stock the very next month. This time, the brothers asked the court to increase their stock from \$250,000 to \$400,000, which an increase of 160 percent.

Report to the Probate Judge

To the Honorable John B. Tally, Judge of the Probate Court for Jackson County, Alabama. By leave to report to your Honor's Court and pursuant to a notice in *The Alabama Herald*, the stockholders of the Belmont Coal and Railroad Company met at Boyd's Switch, Alabama, for the purpose of determining whether or not the capitol stock of the said company should be increased from \$250,000 to \$400,000. By a vote of the stockholders it was determined that the increase should be made. These proceedings were entered on the books of the said company.

This increase will become effective as soon as the subscription is completed.

All of which is respectfully submitted to your Honor.

John B. Gordon, President

John T. McClendon, Secretary

Report of Stockholders

State of Alabama, Jackson County. To the Honorable John B. Tally Jr. Judge of the Probate learned of said Co.

Sir,

The undersigned President and Secretary of the Belmont Coal and Railroad Company, Respectfully report to your Honor, that pursuant to a notice of published in the Alabama Herald, for thirty days prior to such increase of capital, stock as will hereafter appear, the stockholders of the Belmont Coal and Railroad Company held a meeting at Boyd's Switch in said County on the 5th day of February, 1881, and at such meeting two thirds in value of the stockholders voted to increase the capital stock of said Company from two hundred fifty thousand dollars to four hundred thousand dollars and said increased stock was all subscribed and stock issued accordingly- This 10th day of February 1881.

John B. Gordon, President

John T. McClendon, Sec. ^a

Once again, we are able to witness the influence the Gordon Brothers had in Jackson County at this time, as the court agreed a third time to increase the value of the stock of the company. In less than a twelve month period, the Gordons had increased the total value of the stock of the Belmont Coal and Railroad Company by 8,000 percent. Although the Belmont Coal and Railroad Company was proving itself financially unstable by failing to remit payment for outstanding debts in a timely manner, the probate judge allowed them

to increase the value of their stocks. This move was necessary in order to increase the list of company assets.

The Gordon Brothers knew that they had to make the company look secure on paper if they were to succeed in their master plan of getting out of the business without penalty or recrimination. They had already begun watering the stocks to increase the value of the company. Their next move was to persuade other business partners to transfer their properties into the name of the newly incorporated company. The following abstractions are examples of deed transferences that took place at this time:

Barratt Smart conveys to Belmont Coal and Railroad Company: E ½ of NW¼ S19 T3 R5E ⁹

F. Obadiah Hurt conveys to Belmont Coal and Railroad Company, signed F. O. Hurt, March 2, 1881. ¹⁰

Gordon Brothers and wives conveys to Belmont Coal and Railroad Company, signed March 2, 1881. ¹¹

The third-party mineral rights which had been secured between Eugene Gordon and the landowners had also been successfully transferred into the Belmont Coal and Railroad Company. Therefore, any future dealings regarding this issue could not be taken up with either John, Eugene, or Walter, but instead had to be addressed by the newly formed company. This measure would not only protect the Gordons financially, but would also protect their reputation as noted businessmen as well. However, examples such as the following invoice demonstrate how the Gordons were carelessly squandering profits from the Belmont Coal and Railroad Company on expensive clothing:

Newburgh, Stern, Laver, and Co., Manufacturers of Fine Clothes

10	Cashmere Suits	at	\$13.50	each
9	Jeans Suits	at	\$6.50	each
8	Worsted Suits	at	\$7.50	each
7	Boys Suits	at	\$5.50	each
1	Custom Made Suits	at	\$17.50	each
2	Coats	at	\$17.50	each
6	Pants	at	\$1.50	each
	<u>Drayage & Other Cost</u>		\$4.75	
	Total Charges		\$347.25	

The Final Act

Of all the complicated and multilevel financial transactions, exchanges, and developments the Gordons made during their time in Boyd's Switch, nothing was as impressive as what occurred on Friday, April 1, 1881. On this date, a financial transaction between the Gordon Brothers and the Marine National Bank in New York City took place which had a far-reaching effect on the individuals associated with the Belmont Coal and Railroad Company. The stockholders of the company approached the Marine National Bank for a loan of \$100,000. They used the total assets of the company as collateral. These assets included railroads, the incline, stock, land, buildings, third-party mineral leases, tools, sawmills, lumber and everything else used in the mining and transporting of coal to Boyd's Switch.

The Marine National Bank agreed to this loan, appointed Ulysses S. Grant, Jr. as trustee, and issued 100 one thousand dollar (\$1,000.00) gold certificates. The maturity date was April 1, 1895. The interest coupons could be redeemed each year as scheduled. The gold certificates were sold almost immediately. William P. Newman of Huntsville purchased seventy-five. John Morris of New York City bought the remaining twenty-five.

The citizens of Gentles Cove, Boyd's Switch, and the neighboring areas continued to support their families by farming or as laborers in the Belmont Mines and the local mills and lime plants. No one had been the wiser to the Gordons as they had transferred all of their personal interests out of the company and had taken a loan against the corporation. Even the newspaper editors (James Armstrong and Alexander Snodgrass), as inquisitive and informative as they were, had not been aware of the changes that had taken place.

It was not until several days after they relinquished ownership of the Belmont Mines that the citizens of Jackson County learned that the Gordon Brothers were no longer in charge of the Belmont Coal and Railroad Company. The only information provided about their departure appeared in the April 21, 1881 edition of *The Alabama Herald*. The notification of their departure was brief. Most surprisingly, the article placed the brothers in a positive light.

Local News

The Messrs. Gordon have sold the Belmont Coal Mines. Their energy and enterprise have been rewarded with success.

Just as secretively as the Gordons had entered the front door to Boyd's Switch, they had exited the rear door as quietly. Although the Belmont Coal and Railroad Company did not have a lasting impact like other known mining operations, such as the Eureka Furnace Company, the Pratt Coal and Coke Company, Sloss Furnace, or the Tennessee Company (among others), the Gordon brothers and their mining company left an impact on Menlo, whose effects can still be felt today.

Education during Gordon Years

The Northwest Ordinance of 1787 required that all of the land given to the United States by the Treaty of Paris to be held in the public domain. Before the Continental Congress made plans for the governing of the new territory, it was necessary to make provision for the private ownership of this public land. Using the geographer's line established by Thomas Hutchins, the township lines were developed. The townships were six miles square. The sixteenth section of each township was reserved for public education. In order to be in compliance with the federal regulations set forth in the establishment of the township, in 1854 the Jackson County Commissioners Court of Roads and Revenue appointed three trustees for each of the thirty-seven townships.

The trustees for township three, range four east were: E. C. Williams of Trenton, Robert C. Austin of Hollytree, and Jonathan Latham of Wininger. The sixteenth section for this township was located on Jacobs Mountain, which is one of many spurs of the Cumberland Plateau. The only revenue that might have been received in this area would have been from the sale of timber (logs). The area in 1853 was isolated and rugged, with no access roads. Trenton, at the elevation of 600 feet in Paint Rock Valley, was 1,000 feet lower than the Jacobs Mountain Plateau. Therefore, the public-supported educational opportunities for the few children living in this township were extremely limited. An article in the February 9, 1872 edition of *The Alabama Herald*, listed the education dividend funds for the Jackson County townships. The total provided for the township schools in Jackson County was \$9,039.88. Of that amount, only \$326.47 was allotted for township 3 Range 4E (the Jacobs Mountain township).

Township four, Range four east is located immediately south of Jacobs Mountain. The McAllister School District was at the north side and included part of the first discussed township. The trustees were William Stephens of Stephens Gap, John Isbell of Boyd's Switch, and James Woosley of the Sinks. The sixteenth section for this township was also mountainous. Included in this section were parts of Schiffman Cove and Berry Cove. The prospects for income from this sixteenth section were brighter due to the proximity to the Memphis and Charleston Railroad. The amount received from the dividend educational fund was \$383.32.

In 1881, a combination school and church house was built in Menlo. At the time, there were about fifty families living the area, who undoubtedly had school-aged children in their households. Oral history handed down from previous generations and limited news articles verify that there were private school sessions being held. In the March 14, 1878 and the September 25, 1879 editions of *The Alabama Herald*, we find the following articles:

Larkinsville Advancing to the Front

The citizens of Larkinsville are now rearing the frame of a new schoolhouse building, 60 x 30 feet for a study hall, with a wing of large size for a recitation room. Mr. Larkin donated the ground, a beautiful spot, and \$300. Drs. Smith and Boyd, and others, are liberal contributors to the building and patrons to schools. This building will be an ornament to the village, and an honor to the builders. We wish the people there the success they so richly merit.

Boyd Switch Items

Miss Emma Hurt will open her school next Monday.

The above news articles indicate that there were community public schools as well as privately-funded schools in place to help educate the younger residents of the community.

The Larkinsville School was in Township Range 5. The allocation in 1871-1872 for this township was \$593.11. With the new school building and public tax money for the teacher's salary, each child in the area had the opportunity to receive an education.

Personal Interviews

Pages from the autobiography of Charlie Boyd Isbell
Maude Stewart Woosley
James T. Stewart
Elizabeth Rousseau Frasier

The Blowing Cave

A Geological Phenomenon

Artifacts

Map of areas discussed in this chapter
Teacher's Warrant and Receipt

News Items

News Items from *The Scottsboro Citizen*
James Armstrong, Editor

News Items from *The Alabama Herald*
Alexander Snodgrass, Editor

The People of Boyd's Switch

People who played important roles in Menlo, Alabama

Charlie Boyd Isbell



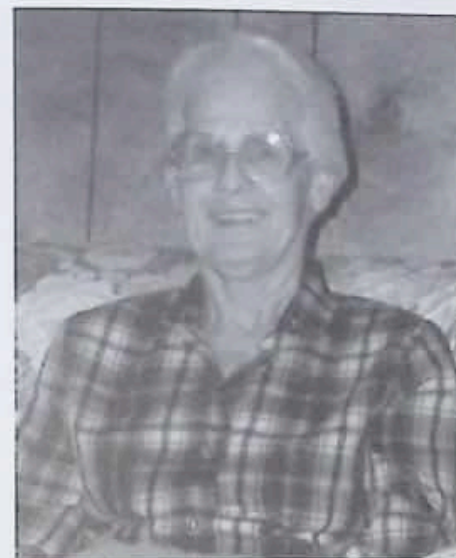
The following perspective is taken from the autobiography of Charlie Boyd Isbell. In his latter years, Mr. Isbell realized the importance of history, so he penned the story of his life to be shared with his children, grandchildren, and all other interested readers.

When I was five years old, I attended my first school at Acorn Hull Public School. The schoolhouse was located at the mouth of Shipman's Cove and two miles west of Limrock. The teacher was my oldest sister, Sally. Limrock was located at the junction of the Old Memphis and Charleston Railroad and the old narrow gauge railroad running through Gentles Cove to the Blowing Cave. The Belmont Mines were owned and operated by a Chicago, Illinois Yankee Major by the name of Gordon.

Every so often on Sunday evening, a bunch of us boys from twelve to sixteen would meet at Limrock and steal the Belmont Railroad hand car and push it uphill about two miles in Gentles Cove. All would load up and with a shove back to Limrock as fast as the wheels could turn. On one trip we struck a piece of fence rail that had been left on the track. All of us were thrown off without serious injury, but we had a bad scare.

Acorn Hull school house was built by the W. J. Word Lumber Company as a place for his children to receive an education. Mr. Word operated a sawmill in Shipman's Cove. This building was later used as a place for religious services.

Maude Stewart Woosley

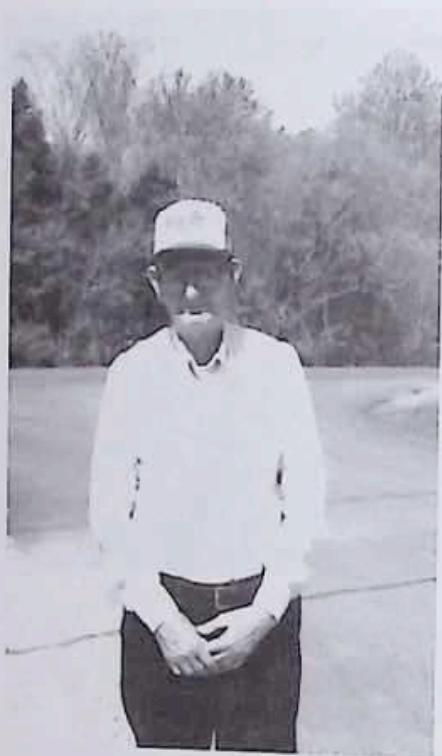


There were nine shanties which were located on land owned by Obediah Hurt. In 1932 the farm was owned by Minnie Hurt McClendon and her husband, John T. McClendon. My father rented a crop from Mr. McClendon. We lived in a very nice house about 1/4 mile south of the shanties. One day while making a crop, our house burned. The only place available for us to live was in one of the two room shanties. We were crowded, but thankful to have a roof over our heads. Our family consisted of my father, Jarrett Stewart, my mother, Kate O'Neal Stewart, an older brother, J. T. Stewart, and the five of us girls.

After a year of very crowded living conditions, J. T. married and set up housekeeping in another of the two-room shanties. Soon afterwards, a family moved out of one of the three-room houses. Mr. McClendon allowed us to move to this vacant shanty.

This house was much larger and nicer. The two-room shanties did not have any type of covering on the inside walls. The three-room houses we were in had a wood plank covering on all of the inside walls. The previous tenant had tacked newspaper over these walls. My mother bought heavy wallpaper which was used to cover the walls and ceiling. This kept the wind out and made it easier to heat. We lived in this house until 1944 when we moved to Scottsboro.

James T. Stewart



When originally built in 1879, the seven two-room houses were designed as temporary quarters for the railroad construction workers. The buildings were quickly constructed of the cheapest materials. The outside walls were constructed of mill run one by wide planks, a four-inch batten board was used to cover the cracks.

After fifty years, these outside walls had deteriorated to a condition that no amount of crack stuffing would improve. The three-room house my parents moved into was a much larger and better constructed house.

The three room shanties were built first as living quarters for the families of the Gordon Brothers. When the three cottages at the Blowing Cave were finished, these families moved. The two houses at Boyd's Switch became the residences for the officials managing the Gordon Brothers' coal and railroad company.

Elizabeth Rousseau Frasier



I lived with my father, Dave, and family, at the Blowing Cave. All of the water used for drinking, cooking and bathing came from the cave. On wash day, the dirty clothes were taken to a wash place at the cave. Doing a family washing required lots of water. The house we lived in was very old.

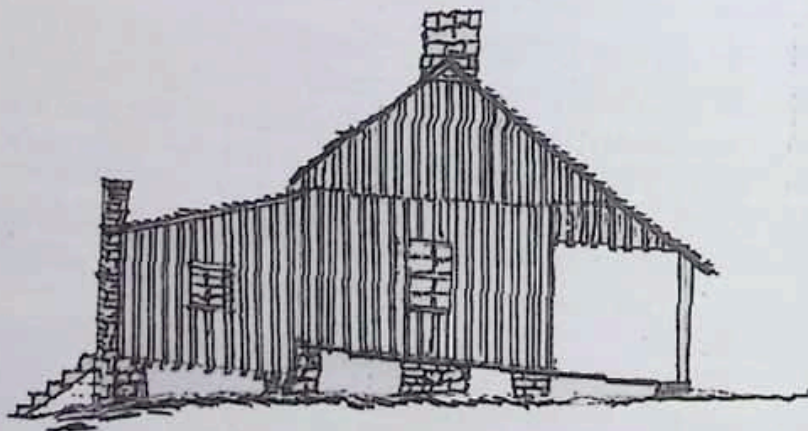
We did not attend school at Pierceton nor at Limrock with any regularity. This was due to the distance and the fact that we were needed at home.

During dry weather, the temperature inside the cave was ideal for cooling milk and butter. This cool air gave welcome relief to those toilers on the farm and nearby mountains. The cool water provided welcome relief to both man and beast. The atmosphere at the entrance of the cave was quiet and restful.

Helen McCormick Stewart (1 year old) seated in front of a shanty built by the Belmont Coal and Railroad Company owned by the Gordon Brothers.



Drawing of a two-room shanty built by the Belmont Coal and Railroad Company to house the workers.



The Blowing Cave

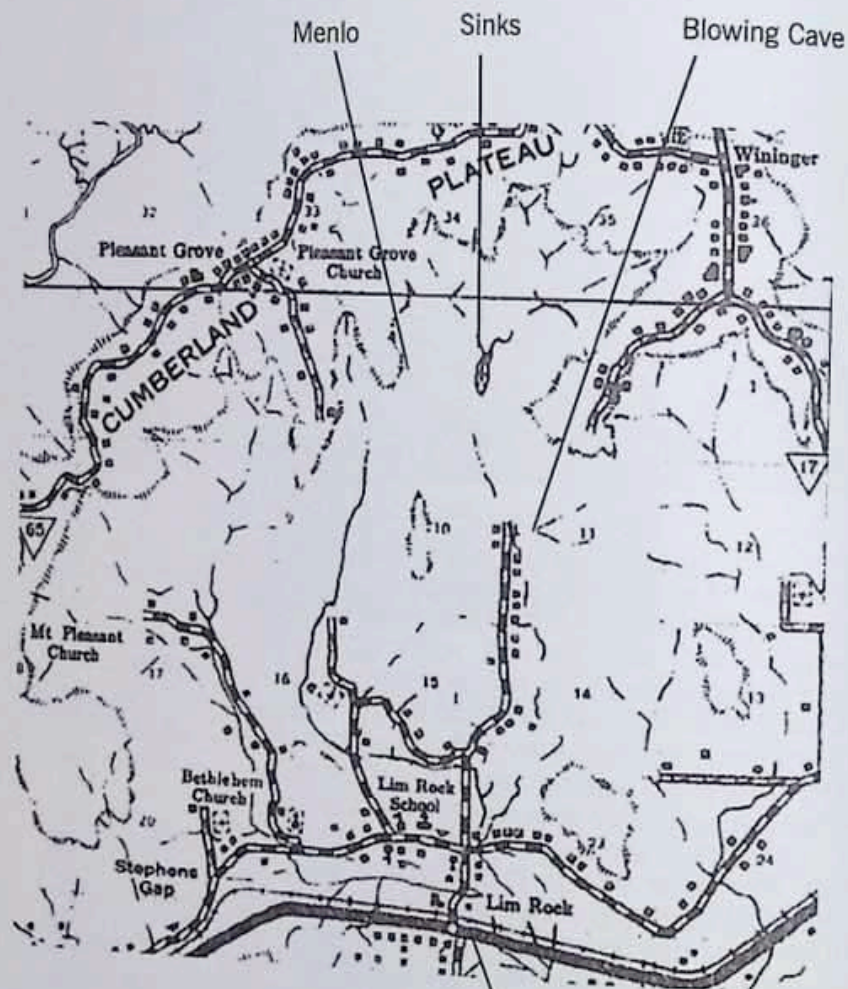


The Blowing Cave is located about one mile south of the McAllister Sinks, which is a hanging valley that covers a surface area of approximately four square miles. The Sinks area can be thought of as a large bathtub. After a heavy rainfall, the surface water flows to the lowest level position (or the floor) in the Sinks, which is at the 900 foot elevation level. Located on the openings in the floor of the valley are sink holes through which the surface water disappears underground. These sink holes have canals that merge into one large area where the water gathers.

After a short period of time, gravity and compression force the water out of this common area through a sort of geological drain pipe. This water exits through a cave opening which is located approximately two hundred fifty feet lower in elevation and one mile south of the bottom of the valley. The force of the water pushed out from the sink holes can move large rocks and uproot trees. The sudden rushing draft of air and the flood tide of water create unpleasant and dangerous conditions at the cave opening; hence its given name, The Blowing Cave.

During periods of dry weather, the cool air around the entrance and the emerging stream of water create an extremely pleasant and soothing atmosphere. Early settlers often held picnics at the cave opening. Curious adventure seekers would venture deep into the belly of the cave to study its composition. However, this was a dangerous practice because if the pleasant conditions changed during periods of inclement weather, they could be seriously injured or killed by the force of the water exiting the cave.

Areas Discussed in this Chapter.



Lim Rock. The modern spelling is Limrock. The area was formerly known as Boyd's Switch

Copy of original and 1878 Teachers' Warrant and Receipt that was issued to teachers to guarantee their pay under the Township School ordinance.

Warrant to be Drawn (in Duplicate) by Trustees on the County Superintendent of Education for the Amount due Teachers.

TEACHERS' WARRANT AND RECEIPT.

\$ 35.00

1878

To P. B. Wood,

Co. Sup't of Education,

for J. A. Stingers

Teacher of a white

County:

\$35.00 Dollars from the white fund apportioned to the white race in Township 5 Range 7, Jackson County, for teaching Twenty-seven children, between the ages of 7 and 21 years, of said Township, in the scholastic year ending September 30th, 1878. The school was taught 35 days in Township 5 Range 7, Jackson County, and the aggregate attendance of said children was Eighteen days.

By order of the Board of Trustees.

W. B. Jones

Clerk of Board

Received of

County Superintendent of Education,

County, the sum of

Dollars

for teaching

children of Township

Range

an aggregate of

days in

public school No. in

Township

Range

County, during the year

ending September 30th, 187

No.

Teacher

Boyd's Switch will probably soon boast of a Methodist Parsonage. Col. Hurt has generously agreed to give an acre of land and one hundred dollars towards securing the building. January 10, 1880

Miss Carrie Hurt of Boyd's Switch....entered school at this place last week. February 13, 1880

Married at Boyd's Switch at Miller Isbell's, Mr. William Berry and Miss Jennie Isbell, all of Chickman (Shiffman) Cove. The marriage was a secret until the day of the wedding. William is a farmer and they are both old friends and have lived together for many years. May the young couple live happy. June 18, 1880

Huntsville Baptist Sunday School gave a picnic at the Blowing Cave near Boyd's Switch last Thursday. An excursion train brought a large crowd from Huntsville. We learn that is was an enjoyable affair, music was furnished by the Huntsville Brass Band, which we have heard highly complemented. Addressed were delivered by Judge Coulson of Scottsboro, and Capt. J. D. Brandon of Huntsville. June 11, 1880

Boyd's Switch Precinct 26. Miller Isbell. Reuben Erwin; William Gentles, .Ins. Thomas Huggins. R. O. Jesse Durham, Deputy Sheriff. July 9, 1880

We attended a speaking at Boyd's Switch last Friday and spent a pleasant day at that Coal & Lime City. Had a splendid dinner with Col. Hurt at his residence. July 30, 1880

A crowd of young folks from Scottsboro and Boyd's Switch enjoyed a picnic at the cave recently. September 3, 1880

Mrs. J. N. Maples of near Boyd's Switch will please accept our thanks for some nice pears and apples. October 15, 1880

A large rattlesnake was killed on Calvin Gideon's dining table at Boyd's Switch a few days ago. October 22, 1880

Good Temper Lodge at Boyd's Switch is in flourishing condition. Mr. Polk Brown informs us that 100 members have enrolled. March 3, 1881

Our charming friend, Miss Minnie Hurt, has returned much improved by her pleasant visit to your town. The Scottsboro people, who it is our good fortune to know, are hospitable and kind to a visitor. Miss Lexie Snodgrass was

a guest of Miss Hurt last Sunday. She also attended church and Miss Hurt, the organist, persuaded her to occupy her place as organist. This she did with much credit to herself and to the pleasure of the congregation. Col. Hurt burned a large quantity of premium lime. March 10, 1881

Married at Boyd's Switch on the 7th inst. at the residence of the bride's brother, Mr. John R. King, and Miss Minerva Allen. April 14, 1881

Editor CITIZEN:--On last Thursday the Switchers attended en masse, the Sunday school picnic at Blue Spring, on the Smith's Chapel and Larkinsville Road.

The Sunday-schools of Smith's Chapel, Larkinsville, Woodville, and Boyd's Switch were strongly represented.

When our party arrived at the Spring, at quite an early hour, several hundred people had already assembled, and the neighboring groves resounded with sweet music culled from the Temple Star and New Life, by a bevy of songsters.

The programme of the day was announced by Mr. L. P. Brown, after which we listened to the eloquence and pleasantries of Dr. Smith, of Larkinsville, and Rev. Cameron, each of whom entertained the crowd twenty or twenty-five minutes.

It was then announced that the next annual picnic by the above mentioned schools should be held at the same place on the fourth Saturday in May 1882.

After dinner was served, young and old gave themselves up to pleasure, whose scepter ruled supreme until the lengthening shadows warned his subjects that the festivities of the day had closed. July 22, 1881

Dr. W. B. McKelvy has removed from Bellefonte to the Belmont Coal Mines to do the company's practice. He also tenders his professional services to the Community of Boyd's Switch. Office at residence in Menlo, Alabama. July 22, 1881

Miss Minnie Hurt of Boyd's Switch is expected to arrive at this popular resort--Fern Cliff Hotel--tomorrow morning. August 4, 1881

We regret to learn that our fair young friend, Miss Carrie Hurt of Boyd's Switch has not yet recovered from her severe illness." October 13, 1881

Mr. John McClendon, secretary of the Belmont Coal Mines, was married to Miss Minnie Hurt, youngest daughter of Col. F. O. Hurt of Boyd's Switch, last Thursday evening. They will visit New York and Atlanta on their bridal tour. C. W. Brown, editor April 6, 1882

Mr. Walter S. Gordon and Mr. T. H. Watson of Indiana are registered at the Harris Hotel. They are looking after coal interests. April 6, 1882

Miss Pink McClure of Boyd's Switch and her cousin, Miss Van Cleve, a pleasant young lady from Tennessee, were in town this week. Everyone that is acquainted with Miss Pink knows that she is as pretty and good and sweet a little human flower as could grow and thrive in our genial cline. June 27, 1878

Mr. Jefferson Gentle announces the opening of a new hotel and livery at Larkinsville. He will accommodate transient persons or regular boarders with fare lodging and horses. June 29, 1876

"MARRIED. Donaldson-McClure. On Thursday, 22d Nov. 1876, at the residence of the bride's mother, near Boyd's Switch in this county by Rev. R. D. Shook, Mr. S. B. Donaldson, of Scottsboro, and Miss Pink E. McClure.

Attendants--Mr. J. B. Tally, Jr. and Miss Fannie Snodgrass; Mr. J. H. Ledbetter and Miss Minnie Hurt.

Everyone--unless it be some masculine hearts that were dazzled by the shimmering golden hair of the bride, and who ponder the possibilities of the 'Might Have Been' -- will unselfishly rejoice with Mr. Donaldson, for though he may not be exactly perfect, he is as near as anybody we know, and if ever a man deserved an intelligent and good wife, it is our handsome lawyer friend.

And the bride!--as dainty a human flower as ever made this dark world sweeter and brighter by blooming in it, and as lovely a bride as ever made radiant a husband's life. When she was the cynosure, of all eyes, she never looked more bewitchingly beautiful--the slender figure, the fair cheek, glowing like the heart of a blush-rose, the pure brow, with its crown of golden hair, the red mouth, with its irradiating smile, and a light in the clear depths of her blue eyes, as happy as that of an innocent child; she leaned on the arm of the bridegroom, and surrounded by the bridesmaids and the groomsmen, while the Minister pronounced them Man and Wife, in the short but solemn service words of the Cumberland Presbyterian Church made a picture, that will not be soon forgotten by those present.

There is always more or less interest felt in the future of young people who unite their fortunes for life; always smiles and tears, hopes and misgivings, at a wedding. When such a pair is matrimonially yoked as our young friends, we feel for them that there are 'happy days coming,' joyous times in a Christian home, where sweetness and love breathe as naturally as fragrance from a flower; a place, the tenderest, holiest, richest on earth. We say this confidently, for the sanctuary of home is dear in proportion to the merits of the woman who is its presiding divinity, and our charming young friend's character is as lovely as her face is beautiful, and she will make his home a shrine of pure love--a paradise for mortals. We can say fervently, God bless them!

Next to the groom and bride, the groomsmen and bridesmaids are 'the observed of all observers;' and on this occasion, they were in their merriest moods, and lent their brightest smiles and gayest words to the enjoyment of all. There could be no dullness where pretty, vivacious Miss Minnie Hurt is.

We will not give an account of the wedding festivities, the cutting of the bride's cake, the feasting and wine-drinking enjoyed by the goodly array of happy guests, lest we excite the envy of those who were so unfortunate as not to be there."

Mr. E. A. Ireland of Boyd's Switch, has had one of the Totman Mills on exhibit during court. It grinds corn for feed, makes fine grits and bread meal. It requires only a two horse power and cost about \$60. From what we see of it, we think it a wonderful invention for capacity and usefulness. November 30, 1876

William C. Wright, Esquire, of Boyd's Switch reports that Boyd's Switch is still on the rise. February 28, 1878

The Boyd's Switch Sunday School contemplates having a picnic the 1st of June. March 7, 1878

The Quarterly Meeting begins at the Boyd's Switch Church on the 24 of May.

Miss Emma Hurt of Boyd's Switch spent Saturday and Sunday with Scottsboro Friends.

A number of Boyd's Switch gentlemen were in town Monday to attend court. The trial did not come off.

One of our bright-eyed young ladies paid a visit to Boyd's Switch last week. Our gay young Circuit Clerk mysteriously disappeared in the same direction and spent Sunday. May 8, 1878

The Boyd's Switch sabbath school will have a picnic at Keeble's Grove, two miles south of Larkinsville, next Sat. the 13th. We presume several will attend from our town. July 11, 1878

The Boyd's Switch Sunday school had a delightful picnic, in Keeble's Grove, last Saturday. Mr. Hurt, Superintendent of the School, and who is a host within himself, saw that amusement was provided for all the little ones--swings were erected; a croquet set arranged on the grounds; hoops and sticks for playing graces were produced, and these, with all kinds of improvised games, beguiled the hours pleasantly away until dinner, which Capt. Jas. Young announced in stentorian tones, summoning all the picnickers to where a feast of good things was spread out on the grass, in the fashion of gypsies, who act on the belief that 'fingers were made before knives and forks.' After more than justice was done the repast by the hungry crowd, there was an abundance left over. The picnic was a success, and the visitors from Larkinsville and vicinity and Scottsboro, unanimously vote that Boyd's Switch give another picnic, next season. July 18, 1878

THE PEOPLE

Armstrong, James. Editor of *The Citizen*, or *The Scottsboro Citizen*.
 Barclay, James. Storekeeper for the Gordon Brothers.
 Calquit, A. H. Former Governor of Georgia.
 Durrett, C. B. Stovemill operator from Virginia.
 Farrier, J. C. Employee of Belmont Coal and Railroad Company. Mr. Farrier was an associate of Harrison G. Otis.
 Gordon, Carrie. Daughter of John B. Gordon. Carrie had a narrow gauge railroad locomotive named after her.
 Gordon, Ella. Mrs. Eugene C. Gordon.
 Gordon, Eugene C. One of the Gordon Brothers.
 Gordon, Francis (Fanny). Mrs. John B. Gordon.
 Gordon, Hugh. Son of John B. and Francis Gordon.
 Gordon, John B. Senior member of the Gordon Brothers.
 Gordon, Lula McLendon. Mrs. Walter S. Gordon.
 Gordon, Mable C. Daughter of Mr. and Mrs. Eugene C. Gordon. Mable had a standard gauge railroad locomotive named for her, "The Little Mable."
 Gordon, Walter S. One of the Gordon Brothers.
 Grant Jr., Ulysses. Associated with Marine National Bank of New York. Trustee of Belmont Coal and Railroad Company. Son of the former President of the United States of America.
 Harris, J. P. An associate of Harrison, G. Otis.
 Hurt, Emma. Daughter of F. Obediah Hurt.
 Hurt, Carrie. Daughter of F. Obediah Hurt.
 Hurt, F. Obediah. Operator of lime plant. Land owner. Worked closely with the Gordon Brothers.
 McAfee, G. P. Medical doctor for Belmont Coal and Railroad Company.
 McAfee, Sadie. Wife of G. P. McAfee.
 McClendon, John T. Bookkeeper for Gordon Brothers and Belmont Coal and Railroad Company. Brother of Mrs. Walter S. Gordon. He tried to work with Harrison G. Otis. Married Miss Minnie Hurt.
 McClendon, Mrs. John T. Minnie Hurt.
 McKelvy, W. B. Medical Doctor for Belmont Coal and Railroad Company.
 McGhee, Charles. President of Memphis and Charleston Railroad Company.
 Morris, John. Holder of \$25,000 of worthless Belmont Stocks or Certificates.
 Neely, Monroe. Locomotive fireman. Mr. Neely was injured when the "Little Mable" derailed.
 Newman, William. Huntsville holder of \$75000 of worthless Gold Certificates with Belmont Coal and Railroad as security.
 Otis, Harrison G. Was sent by Marine National Bank of NY to put the Belmont Coal and Railroad Company on a paying basis. He failed but did build the town of Menlo.
 Snodgrass, Alexander. Editor of *The Alabama Herald*.
 Snodgrass, Fannie. Daughter of Alexander Snodgrass. Educated in the Classics. Assistant editor of the "*Scottsboro Herald*."
 Snodgrass, Lexie. Daughter of Alexander Snodgrass.
 Turbyfield, Jour. Locomotive engineer and mechanic on the branch line to Gentles Cove.

Otis Years The Building of Menlo 1881-1886



Store establish by Milton Gentles in Boyd's Switch, Alabama

The Marine National Bank must have completely relaxed its rules and regulations when it granted a loan of \$100,000 to the Belmont Coal and Railroad Company. Considering the financial state of the company, there was little investigation, if any at all, into status of the company or its liabilities. Undoubtedly, Senator John B. Gordon's reputation was influential in the decision of the bank to grant the loan, which was apparently made against the assets of the company. The only known term the bank imposed upon the loan agreement to the Gordons was the appointment of a trustee by the name of Ulysses S. Grant, Jr. (son of General Ulysses S. Grant, Sr.).

The Gordons were not only masterminds in their business dealings, but were equally impressive at keeping negative press at bay. News items about their business and personal activities had all been very tempered since their negotiations with the Marine National Bank. It was not until several days after their negotiations before the news of their transaction with the bank was known to the public. Even though they had left behind a trail of debts, the April 21, 1881 edition of *The Alabama Herald*, had heralded them as a success.

The first action that Ulysses S. Grant, Jr. carried out as trustee

of the Belmont Coal and Railroad Company, was to appoint Major Harrison G. Otis as agent of the company. Otis was to assume the responsibilities of the superintendent. Not unlike the Gordons, the news of Otis's arrival was received with grand enthusiasm by the citizens of the community. The May 10, 1881 edition of *The Scottsboro Citizen* indicated that Otis received a warm welcome from the members of the community:

News Item

Mr. Editor: - Having seen a notice in your paper soliciting correspondence from every section of the county, and not knowing of anyone writing from here, I concluded to send you a few items . . .

Many changes have taken place here in the last few weeks. The Messrs. Gordon, who added so much to this place, have gone to South Alabama to push forward their railroad enterprise.

Mr. Harrison G. Otis, of New York, is now the Superintendent of the Belmont Coal Mines. He is a stirring business man, and is quite an addition to our social circle. Mr. McClendon is the Company's Secretary, and Mr. Barclay, storekeeper. They have all moved to the mines.

The April 28, 1881 and the June 2, 1881 editions of *The Alabama Herald* also put Harrison G. Otis in a favorable light amongst the community members:

New Item

Persons from Boyd's Switch speak in favorable terms of the superintendent of the Belmont Coal Mines. Mr. Harrison G. Otis is a graduate of West Point and a man of energy and system.

News Item

H. G. Otis, the new superintendent of the Belmont Coal Mines in our County, was in town on Tuesday last. The company he represents has a large cash capital. Mr. Otis, a graduate of West Point, was chosen for his thorough training, business efficiency, and reliability.

When Harrison G. Otis assumed leadership of the Belmont Coal and Railroad Company, he had two goals. First, he was to manage the property as seemed most expedient to him. His second objective was to continue operating the mines as the Gordons had planned. In doing so, Otis inherited the task of carrying out the Gordons' plans to build the town of Menlo. He entered into a contract with a local firm owned by Marcellus W. Patillo and John J. Moody for the construction of the town. *The Citizen* reported his plans to finish the town in an article printed on June 3, 1881:

Local News Items

We are glad to make the acquaintance of Capt. H. G. Otis, superintendent of the Belmont Coal Company, this week. He had informed us that two churches and two good school houses would soon be built at the mines. He is a nice talented gentleman and will be an acquisition to Jackson County.

(Abstract of Contract Agreement)

Parties of the first part,
Moody and Patillo,
and

Parties of the second part,
The Belmont Coal and Railroad Company,
agree to the following:

1. Parties of the first part will furnish material and labor to construct 20 or more houses not to exceed 40 in number. Harrison G. Otis will furnish plans and specifications. \$300.00 each.
2. One combination school and church building 20' by 30'. \$225.00.
3. One store building 22' by 50' complete with shelves and counters.
4. Ten (10) or more narrow gauge cars with capacity of 75 Winchester bushels. \$62.50
5. Twenty (20) trams at \$16.00 ¹²

Litigations Hinder Progress

The Boyd's Switch residents were very pleased with the progress Harrison G. Otis was making. Otis, however, was not as enthusiastic as his fellow citizens were. They were not aware of the problems he was undergoing with the Belmont Coal and Railroad Company. When he assumed management of the company, he was immediately overwhelmed with financial problems from the Gordons' poor administration and mismanagement of funds. He hardly had any time to settle in and become acclimated with the company before he was hit with a lawsuit against the company by Louise Asher, who resided in Indiana at the time. The Jackson County Courthouse records confirm that Mrs. Asher filed the following complaint:

Mrs. Louise Asher
Plaintiff
v.
William Berry and
Belmont Coal and Railroad Company
Defendants

Plaintiff claims that she was married to Ichabod Culver about 1858 or 1859 and lived together as man and wife for about two years. The marriage was dissolved by his death at Manassas Gap sometime in 1861. They had one child, Martha Frances Culver, who died in 1876. Louise Culver married William Asher in Indiana in 1867 or 1868. He is now deceased.

Plaintiff further claims that the defendant gained unlawful entry onto her property and was therefore trespassing on her mineral land. She is seeking monetary damages.¹³

Harrison G. Otis and William Berry were able to prove that Louise Asher and her deceased husband, William Asher, had executed, acknowledged, and delivered to Berry in fee simple, a conveyance to the said land. The court ruled in the favor of the defendants on December 1, 1881.

This case involving Louise Asher was the company welcome which Harrison G. Otis received when he assumed management of

the mines. Unknown to him, a series of unfavorable lawsuits would follow this one which would not have a positive outcome as in the Asher case. The first of this series began on May 6, 1881, the month after the Gordons sold the Belmont Mines. The Newburgh, Stern, and Laver Clothing Company filed a complaint against the Belmont Coal and Railroad Company for failure to pay an outstanding debt:

Newburgh, Stern, and Laver Clothing Company
of Cincinnati, Ohio, Plaintiffs
v.
Belmont Coal and Railroad Company
John T. McClendon, Secretary, Defendants.

Plaintiff avers that on September 1, 1880, defendant Belmont Coal and Railroad Company was delivered merchandise in the amount of \$347.25. Plaintiff further avers that on March 11, 1881, the defendant company was sent a second itemized statement with interest from January 1, 1881. On May 6, 1881, by Counsel of Milton Humes and George Gordon attorneys for the plaintiff, a complaint was filed in Jackson County Circuit Court, A. J. Huggins Clerk, for relief.¹⁴

Other lawsuits continued to make their way on top of Otis's desk almost daily. He slowly realized the extent of carelessness and financial irresponsibility with which the Gordons had run the Belmont Coal and Railroad Company. The following examples are extractions from lawsuits filed against the company during the first couple of weeks Otis was in Menlo:

Emile Morgueze, Daniel O. Varney,
of Boston, Mass., Plaintiffs
v.
Belmont Coal and Railroad Company,
of Boyd's Switch, AL., Defendants

This suit was filed as the result of the nonpayment of the promissory note for \$102.35 signed by the defendant on May 12, 1880. The Company promised to pay the note in ninety days to the banking house of W. R. Raison and Company, Which promissory note and interest from date due remain due and unpaid.¹⁵

Settle and Kinnard, Plaintiffs
v.
Belmont Coal and Railroad Company,
Harrison G. Otis, Supt.,
John T. McClendon, Bookkeeper,
Menlo, Alabama, Defendants

Plaintiffs seek to recover sum of \$141.00 from Belmont Coal and Railroad Company. Otis and McClendon have effects of defendant in their possession or under their control, and that plaintiffs believe that process of garnishment against said Otis and McClendon is necessary to obtain satisfaction. Plaintiffs have posted bond.¹⁶

Otis hardly had a chance to get started with the plans to build the town of Menlo when the lawsuits began. He was strapped for time between court dates and contract negotiations with Patillo and Moody, and simply did not have the required time to act as superintendent of the mines. As a result, things were left unattended and the general maintenance of the mines suffered.

One particular area that was being neglected because of all the distractions was the needed track repair. Otis had not been inspecting the tracks on a regular basis to ensure the safety of the trains. As result, an accident occurred. *The Scottsboro Citizen* ran a feature article about the accident in its November 3, 1881 issue:

Accident at the Belmont Coal Mines

The 'little engine' ran off the track on the narrow gauge railroad at the Belmont Coal Mines last Tuesday morning. Harve Durham, the engineer was badly hurt as well as a colored fireman. Superintendent Otis was slightly bruised, and Peeler Moore, of Scottsboro, was fortunate enough to jump from the train without any injuries. We regret to hear that Drs. Boyd and McAfee pronounce Mr. Durham's case very serious.

It was determined by the courts that this accident was caused by negligence in regard to track repair and maintenance. The following summons outlines the complaints filed against the Belmont Coal and Railroad Company:

Monroe Neely, Plaintiff,
v.
Belmont Coal and Railroad Company,
Harrison G. Otis, Superintendent, Defendant.

...And plaintiff further avers, that whilst so in the employment of defendant, as aforesaid, the defendant, knowingly, so carelessly and negligently failed to keep its said track and road- bed in good repair, and knowingly so negligently and carelessly caused and permitted its said engines or locomotives to run and pass over said track and roadbed, that as a trip from said Boyd's Switch to the mines aforesaid, one of the engines or locomotives of said defendants on which plaintiff was at work at the time, and where in duty bound he should have been, was thrown from said track and roadbed, whereby plaintiff was mangled, bruised, injured and crippled, in this: that his trip was so injured as to require the use of crutches, and his head was so severely cut, as to produce great bodily pain and suffering, and his spine was so bruised as to disable him from work and shocking his nervous systems so seriously as to incapacitate him from performing the labor necessary to his daily existence and support.

And plaintiff avers, that but for the wrong and negligence of defendant in failing to keep its said track and roadbed in good and proper repair, and in permitting and causing its said engine or locomotive to be so carelessly run over said track and roadbed, said engine or locomotive would not have been thrown from said track, and plaintiff would not have been so injured, mangled, bruised and crippled as aforesaid.

Wherefore, plaintiff says he has been damaged and injured in the said sum of Five Thousand Dollars, for which he now brings this suit.¹⁷

Harrison G. Otis was being pulled out of sorts with the numerous lawsuits filed against the company. His absence from Menlo began to affect the business contacts and associations which he had established since his arrival to Boyd's Switch.

The contractors, Patillo and Moody, grew doubtful of his ability to effectively handle the numerous lawsuits, manage the mines, and oversee the building of the town of Menlo. In the following lawsuit against the Belmont Coal and Railroad Company, Patillo and Moody alleged that Harrison G. Otis had failed to comply with the terms of the contract, and, as a result, had caused damages against their company:

Patillo and Moody, Larkinsville, Alabama, Plaintiffs,
v.
Belmont Coal and Railroad Company with Harrison G. Otis, Defendants.

Plaintiffs aver that they are hindered in the performance of the contract by the gross negligence and neglect of duty by said superintendent Harrison G. Otis.

Defendant did not:

1. Furnish lumber at contract price.
2. Transfer, without cost, from Boyd's Switch to mines and other stations on the mountain, hardware and other materials.
3. Pay for contracted houses, rail cars and trams upon completion. Employees and suppliers of the plaintiff, their neighbors, and acquaintances were suspicious and dissatisfied to a point when plaintiffs lost their credit and reputation.
4. Refrain from using indecorous and insulting language in presence of employees.
5. Comply with terms of contract forcing plaintiffs to incur heavy council fees.

Wherefore plaintiffs have been greatly damaged in the sum of fifteen thousand dollars.¹⁸

Southern States Iron, Coal, and Land Co.,
Chattanooga, Tenn.,
Plaintiffs

v.

Patillo and Moody Contractors,
Larkinsville, Alabama
and
Belmont Coal and Railroad Company,
Menlo, Alabama,
Defendants

Plaintiff claims of the defendant Patillo and Moody, contractors and builders engaged in building tram, cars, and house carpentry at or near the Belmont Coal Mines in Jackson County, Alabama, the sum of \$409.76.

Plaintiff has this date posted \$820 in bond and prays that a writ of garnishment be issued to the Belmont Coal and Railroad Company to answer what said company is indebted to or what effects of said defendant Patillo and Moody it has in its possession or under its control.

Defendant Belmont Coal and Railroad Company, through its agent, Harrison G. Otis, responded to Southern States Coal, Iron, and Land Co. v. Patillo and Moody and Belmont Coal and R. R. Co., No. 3549 at R. 1 (Circuit Court of Jackson County, AL Nov. 19, 1881) with the following statement:

1. The Belmont Coal and Railroad Company is not indebted to Patillo and Moody and will not be unless as result of a court decree.
2. The following items belonging to Patillo and Moody are found and secured: 20 lb. nails, box bolts, crowbar, grindstone, screws, and misc. items.

Sworn before E.G. Petty, J. P., dated November 29, 1881. To wit.¹⁹

Barton B. Smith was one of the original third-party lease grantors that had dealt with the Gordons when Eugene came to Boyd's Switch around 1874. Mr. Smith had also grown agitated with the Belmont Coal and Railroad Company and its performance of late. As a result, he filed a lawsuit against the company for the nonpayment of a promissory note. Although this suit was handled quite quickly in his favor, the Belmont Coal and Railroad Company was in no way whatsoever prepared for the series of actions that Barton Smith would take against them at a later date:

Barton B. Smith, Plaintiff
v.
Belmont Coal and Railroad Company
Harrison G. Otis, Managing Agent
Defendant

Plaintiff claims he is owed one hundred dollars, due by promissory note executed by said defendant on the 3rd day of January 1881. Payable to the plaintiff thirty days from date of execution with interest due thereon. Plaintiff claims that the defendant has not paid note.²⁰

While the Belmont Coal and Railroad Company was spending a lot of time in court, Menlo was growing in population. *The Scottsboro Citizen* reported in the February 16, 1882 edition, that two hundred families had settled north of Woodville. With all of the new developments occurring in the area, the local residents probably had little time to take note of Otis's daily trips to the courthouse to settle outstanding matters concerning the coal company.

Walter S. Gordon continued to thrive in the community as an upstanding citizen. He made a generous donation to the local church on the condition that the name of the town be changed from Boyd's Switch to Lim Rock. The September 7, 1882 edition of *The Alabama Herald* announced the change:

Boyd's Switch No More

The name of the station on the Memphis and Charleston Railroad in this county, on which is located the celebrated lime works of Col. F. O. Hurt and Co. and from which the branch railroad runs to the Belmont Coal Mines, has been changed from Boyd's Switch to Limrock.

According to the Research Administrator/Historian of the Office of the Postmaster General of the United States, the Boyd's Switch post office was established on August 1, 1870. On June 13, 1882, the name was changed to Line Rock, and on July 21, 1882, it was changed again to Lim Rock.

End of Belmont Coal and Railroad Company

With all the current lawsuits against the company, some of the other original leaseholders became insecure about Otis and his management of the company. As a result, they began to demand payment for royalties which had not been remitted. In the following lawsuit filed in February of 1883, Barton B. Smith headed a team of dissatisfied residents demanding restitution for unpaid royalties:

Barton B. Smith, Plaintiff
v.
Belmont Coal and Railroad
Company
Harrison G. Otis, Agent, Defendant.

Plaintiff claims of Harrison G. Otis, agent for the Belmont Coal and Railroad Company, the sum of \$78.88 for unpaid royalties from Jul. 1, 1882, through December 31, 1882.²¹

Barton B. Smith had once again charged the Belmont Coal and Railroad Company with failure to pay outstanding monies owed to him. The level of Mr. Smith's frustrations was realized in more lawsuits to come.

In the past months, Harrison G. Otis had proclaimed himself as leaseholder of the Belmont Coal and Railroad Company. As a result, he was faced directly with answering each of these lawsuits filed against the company. Eventually, these suits grew too much for him to handle. When he realized that he couldn't handle the mounting pressure, Otis retreated and left his father to stand as leaseholder of the company, as noted in his May 3, 1883 letter to the editor of *The Scottsboro Citizen*:

EDITOR SCOTTSBORO CITIZEN:--My dear sir--I write to tell you that my father, W. B. Otis, has now the lessee of the Belmont Mines, though I am still the agent of the Belmont Company and the superintendent of the mines. My business prevents my taking charge of them as before, and on April 1st the transfer was made to him. I am making a business of prospecting and inspecting mineral lands, as well as boring artisan wells. Parties ordering coal can do so through me as before or write to W. B. Otis, Menlo, Ala. My headquarters will be at this place.

The above letter was no doubt written as a tactic to reduce the number of lawsuits being filed, by adding a little more confusion as to who was actually operating the mines. It was probably also a safeguard to protect Harrison Otis from any personal liabilities as the leaseholder of the properties. However, he was not successful. The lawsuits and related appeals continued to bombard his desk:

J. H. Powell, Plaintiff
v.
Harrison G. Otis, Agent,
Belmont Coal and Railroad Company,
Defendant

Plaintiff awarded \$6 judgment and \$20.68 court cost. Court placed levy on 16 sacks of flour.

Defendant Harrison G. Otis, through counsel J. B. Tuff, declared flour to belong to the Belmont Coal and Railroad Company. Appeal bond was posted for jury trial in Jackson County Circuit Court. On August 17, 1883, the Circuit Court agreed to hear case. On December 1, 1883, jury returned verdict in favor of the plaintiff.

On June 26, 1886, the Circuit Court denied the appeal of the Belmont Coal and Railroad Company and ordered F. G. Petty to continue said judgment in such manner as the law directs signed by A. J. Huggins, Clerk of Circuit Court.²²

Barton B. Smith had finally reached his limit with Harrison G. Otis and the Belmont Coal and Railroad Company. Smith was probably not at all aware that his complaints were matched by numerous other complaints against the company. In his eyes, Otis was not honoring the company's debts, and that was all that was important to him. He wanted what was due him by this large corporation. As a result, Smith went about the community and talked with other owners of third-party leases granted to the Belmont Coal and Railroad Company. He persuaded these land owners to take issue with the company as he had done. He successfully convinced them that they were being cheated and were due monies for financial damages.

On November 28, 1883, Barton B. Smith's name headed a team of plaintiffs seeking monetary damages against the Belmont Coal and Railroad Company. This lawsuit would be the beginning of a number of complaints against the company. Eventually, these lawsuits would bring the company to an end:

Barton B. Smith, Plaintiff
v.
Belmont Coal and Railroad Company, and
Walter S. Gordon, Vice-President, Defendants

Plaintiff sues for nonpayment of rent of \$100.00 on store building at Boyd's Switch, Alabama, for year 1880. Defendant claims that payment was made to James K. Wright, owner of building, on grounds that defendant signed note on January 31, 1881, at which time plaintiff agreed to hold defendant harmless against claim of James K. Wright.

Others involved in the suit were:
Willie Isbell, Tenant of Building in 1879
John T. McClendon, Secretary of Belmont Coal and Railroad Company
Harrison G. Otis, Superintendent
James Barclay, Clerk at Company Store²³

The reputation of the Belmont Coal and Railroad Company was under severe scrutiny as a result of the many pending and active lawsuits. The residents were weary. The era of good feelings for Major Harrison G. Otis's arrival in Boyd's Switch rapidly disappeared as the citizens realized that his management skills could not meet the demands of his position.

Very little regard was given to the fact that Otis had inherited the majority of these problems from the Gordons. Also, there seemed to be little appreciation for the progress he had made on building the town of Menlo. It was almost as though the local residents regarded Mr. Otis as fouling up the course of progress that had been set in place by the Gordons during their management of the Belmont Mines. The aggregate state of the Belmont Coal and Railroad Company rested upon the lone shoulders of Harrison G. Otis, who had since disappeared.

The Belmont Coal and Railroad Company was in a state of complete disarray. Harrison G. Otis left the mines and no longer claimed to be the agent or superintendent of the company. He relocated his family to Huntsville. The local investors grew concerned about the poor state of the company. As a result, they demanded restitution through the courts:

Barton B. Smith, ET AL., Plaintiffs
v.
Belmont Coal and Railroad Company, Defendant

The Plaintiffs

Barton B. Smith	Benjamin B. Allen
Ephraim Latham	Jesse W. Isbell
John Berry	Jonathan Latham
S. J. Mayhew	William Berry
William Latham	Zachariah Isbell

Claim of the defendant, Belmont Coal and Railroad Company, a corporation chartered under the laws of Alabama, one hundred thousand dollars as damage.

For that heretofore to wit:

On the 22nd day of January 1879 the plaintiffs:

Barton B. Smith	Benjamin B. Allen
Ephraim Latham	Jesse W. Isbell
John Berry	Jonathan Latham
William Latham	

And the following names who are not plaintiffs, L. H. Latture, John A. Allen, and F. O. Hurt executed to John B. Gordon, Eugene C. Gordon and Walter S. Gordon a lease to certain tracts or parcels of land known as the Belmont Coal property situated in said county of Jackson.

On the 22nd day of January 1881, the said Gordons assigned their said leases to the defendant. The lessees not named as plaintiff in writing assigned all of their rights, titles, interests, and claims to the lease and to the property to the plaintiffs except said F. O. Hurt who is dead and plaintiffs are his survivors.

Said lease and following that the assignment of said Gordons to defendant are in words and figures substantially to wit.

Plaintiffs aver that under said lease contract the said Gordons went into the possession of said property that they assigned to the defendant as aforesaid by means of which the defendant went into possession of said property and is now in possession of the same.

Plaintiffs aver that defendant was bound to carry out and comply with the covenants, agreements and promises of

said lease contract by reason of said assignment.

Plaintiffs aver that they have well and truly performed, fulfilled and kept all things contained in said lease contract on their part to be performed fulfilled and kept. Yet, the defendant since the assignment aforesaid has not performed, fulfilled or kept anything in said lease contract contained on its part and behalf as such assignments to be performed, fulfilled and kept according to the terms and effect true intent and meaning of the said lease contract.

Plaintiffs aver that the defendant has not opened and worked the mines according to the terms and effect true intent and meaning aforesaid lease contract.

Plaintiffs aver that the props used in the excavations and passages where the coal was mined for the purpose of propping up the earth and rock overhead have been pulled down by the defendant and by means thereof the earth and rock have fallen in and closed up the excavations and passages and the line of railroad is out of repair and in great decay and the facilities of the mines thereby destroyed all contrary to the terms and effect true intent and meaning of said lease contract.

Plaintiffs aver that the capacity of said mines is large, to wit: two thousand tons per day, yet defendant has suffered the excavations and passages to be filled up and is not mining coal and paying rent according to the tenor and effect. True intent and meaning of said lease contract on the contrary defendant is only mining twenty ton per day.

Plaintiffs aver that after making said lease a large sum has become due them as rent from the defendant to wit: ten thousand dollars, which is still in arrears and unpaid contrary to the terms and effect, true intent and meaning of the said lease contract.

And so the plaintiffs say that the defendant although often requested so to do, has not kept the covenants contained in said lease contract according to the terms and effect true intent and meaning thereof; but has broken the same and to keep the same with the plaintiffs has hitherto wholly neglected and refused and still neglects and refuses to plaintiffs damage one hundred thousand dollars aforesaid.

J. E. Brown and R. C. Hunt

Attorneys for the Plaintiffs.

Barton B. Smith one of the plaintiffs in this case having made affidavit as required by law that the president or other head thereof secretary, cashier, or managing agent of the Belmont Coal and Railroad Company defendants are unknown. The sheriff will execute this summons on any white person in the employ of or doing business for such corporation.

H. J. Huggins, Clerk of C. C.²⁴

When a summons was issued to answer charges against the Belmont Coal and Railroad Company, Jackson County Sheriff, J. T. Robinson could not find any company official on which to serve the summons. The Gordons had disappeared, and Harrison G. Otis had proclaimed that he was not, is not, and never had been the lessee of the Belmont Coal and Railroad Company. The judge then ordered the sheriff to serve the summons on any "white man" found on the premise of the Belmont Coal and Railroad Company.

Came to hand May 10, 1884, and executed summons and complaint by leaving copy with J. B. Tuft, a white man in the employment of the Belmont Coal and Railroad Company on the 12th day of May 1884.

T. J. Robinson, Sheriff
C. Kirby, Deputy Sheriff ²⁵

The white man to whom the summons was delivered was the locomotive engineer, Mr. Jourd Turbyfield.

The plaintiffs could possibly have received a favorable ruling in this case, except for the circumstances which were beyond their control. The Gordon Brothers had left the state and possessed no headquarters or offices in Alabama. The Marine National Bank, under the leadership of Mr. Grant and Mr. Ward, had become insolvent, and Mr. Otis was no longer with the company.

The original leaseholders wanted the lease canceled and \$100,000 in unpaid royalties. Since there were no known owners to the trams, town, railroads, and inclines, etc., the leaseholders felt they should take possession of these items.

To insure their loan to the Belmont Coal and Railroad Company, the Marine National Bank of New York issued gold certificates to interested investors. William P. Newman of Huntsville had purchased \$75,000 of these gold certificates. The certificates held by Mr. Newman constituted the first mortgage on the assets of the Belmont Coal and Railroad Company. This presented a serious problem for Barton B. Smith and his team of plaintiffs. Chancery Court was left to make determination of the benefits the leaseholders would receive:

William P. Newman
v.
Belmont Coal and Railroad Company, ET AL.

1. Plaintiff avers that defendants acquired mineral leases, bought mineral lands, built railroads and inclines, mined coal and transported same to Boyd's Switch, Alabama, now Limrock.
2. On April 1, 1881, defendant for the purpose of borrowing money issued negotiable bonds for one hundred thousand dollars, payable fifteen years thereafter to Ulysses S. Grant Jr. as bearer in gold coins, at the Marine National Bank of New York City.
3. On April 1, 1881, the defendant gave, -- sold and conveyed a deed of trust to Ulysses S. Grant Jr. all assets-railroad, land, leases, trams, rolling stock, etc., owned by defendant in Jackson County, Alabama.
4. Said deed is made the trusts conditional and for purpose therein expressed. Said trustee Ulysses S. Grant Jr., should hold all property conveyed for the equal benefit, security, and protection of the bond holders. Said trustee to manage property as to him seemed most expedient. If interest or coupons are not paid as required, the trustee shall sell at public auction all assets of said Belmont Coal and Railroad Company either at Boyd's Switch, Alabama, or in New York City.
5. Your orator holds seventy-five of said bonds of one thousand dollars and coupons. All obligations are in default. The Belmont Coal and Railroad Company is insolvent. Said company has no office or agent in Alabama, said Marine National Bank of New York is insolvent for past six months has ceased to exist, said trustee, Ulysses S. Grant Jr., has not taken possession of or exercised any control over property. Said property is wasting and deteriorating in value and is wholly inadequate security for payment of bonds and interest.
6. Your orator avers that trustee Ulysses S. Grant Jr., has for past six months and now is insolvent.
7. Your orator avers that the other twenty-five bonds issued by the Belmont Coal and Railroad Company are held by John Morris, of full age and a citizen of the City of New York.
8. Your orator avers that on January 22, 1879, John B. Gordon, Walter S. Gordon, and Eugene C. Gordon leased mineral rights from defendants Jonathan Latham and others. (Note: See entry dated January 22, 1879, for details of lease.) The defendant F. O. Hurt has since died intestate and no administrator has been appointed. The heirs at law, the

defendants, Frederick Obediah Hurt Jr., William Hurt, Emma Hurt, Minnie McClendon, wife of defendant John T. McClendon.

9. Terms of lease in 1879 stated.

10. Defendants John B., Eugene C., and Walter S. Gordon transferred to Belmont Coal and Railroad Company said leases at a time unknown to your orator.

11. Orator avers that defendants, Sydney J. Mayhew and Charles H. Halsey acquired from one or more of leaseholders some rights, titles, interests in said leased premises.

12. Said leaseholders and defendants Sydney J. Mayhew, and Charles H. Halsey claim and assert that said lease has been forfeited due to the failure of the said leaseholders to continue the operation of mining of coal and paying royalties. Said leaseholders and defendant claim a prior lieu on assets of the Belmont Coal and Railroad Company to that of trustee Ulysses S. Grant Jr. Your orator requests a sale of the assets of the Belmont Coal and Railroad Company, free of any lieu, and then enter into the litigation with all parties with respect to proceeds of the sale.

13. Your orator avers the defendant, the said Belmont Coal and Railroad Company, in fee simple, deeded and conveyed to the defendant, Ulysses S. Grant Jr. several acres of land (specified in original contract).

14. A. The Belmont Coal and Railroad Company has undivided one half interest in the following land: (specified in original contract).

B. The Belmont Coal and Railroad Company has right of mining coal on the following land: (specified in original contract).

C. The Belmont Coal and Railroad Company has right of way, right to build, and to maintain, and to operate its railroad on following land: (specified in original contract).

Your orator asks the defendants to answer question as to why the plaintiff should not have the relief prayed for. Your orator requests a decree of this court that all property by deed conveyed and all rights, privileges, and franchises there to appertaining may be sold and the proceeds applied to payment of bonds and coupons and such other and further relief as may be necessary in the premises. ²⁶

Until this time, the Gordon Brothers had been very quiet and out of sight regarding these major lawsuits lodged against the Belmont Coal and Railroad Company. Their whereabouts were

unclear. After the Gordons left the Belmont Mines, some news articles seem to suggest that they were in the area. John B. Gordon surely must have been accessible through the Georgia Senate, in which he was very active. It is believed that Eugene and Walter had gone further south toward Florida to look into railroad development.

Perhaps it was once again the charm and community regard that kept the Gordons from facing due punishment for the outstanding debts they left behind. It is almost as though the legal system, the concerned investors, and the community members were not even trying to locate either the Gordons or Harrison G. Otis, who was now residing in Huntsville.

The Gordons were completely silent while the complaint against their former company was being heard in the courts. The only record found of their opposition to the charges is the following lawsuit in which they filed a complaint against Barton B. Smith ET AL in an attempt to put an end to the lawsuits:

Complaint

John B. Gordon ET AL.

v

Barton B. Smith ET AL.

John B. Gordon, Eugene C. Gordon, and Walter S. Gordon sue to recover of the defendants, Barton B. Smith, John Mays, L. W. Sloan, and J. J. Griffin, the following tracts of land. Said land situated in Jackson County, Alabama and further described as follows, to wit. Two acres and 90/100 acres of land in the NW1/4 of the SE1/4 of Section 22 Township 4 Range 4 East. A survey by J. W. Duckett was made October 16, 1884.²⁷

Their lawsuit against Barton B. Smith was unsuccessful, so they once again retreated into seclusion. Finally, on August 13, 1890, the Gordon Brothers disclaimed any interest in this land. With this declaration, the Gordons were apparently freed from any personal responsibility regarding the Belmont Coal and Railroad Company.

The focus was then turned away from Barton Smith ET AL, and the Gordons again faced the negligence of the Belmont Railroad Company. In the following lawsuit, Newman ET AL continued their claims against the defunct company:

Newman ET AL
v.
Belmont Coal and R. R. Company

We joint and several answer of Jonathan Latham, William Latham, Barton B. Smith, Benjamin B. Allen, John Allen, Samuel H. Latture, John A. Berry, William G. Berry, Jesse W. Isbell, Zachariah G. Isbell, Ephraim Latham, Sydney J. Mayhew, Charlie H. Halsey, Frederick Obediah Hurt, William Hurt, Emma Hurt and John T. McClendon and wife Minnie McClendon to the bill of complaint filed by William P. Newman, in the Chancery Court of the Second District of the Eastern Division of Alabama against the Belmont Coal and Railroad Company--John Morris, Ulysses S. Grant Jr., John B. Gordon, Eugene C. Gordon, Walter S. Gordon, and these defendants.

These defendants for answer to said bill say: That they consent to the rendition of a decree in this cause establishing a prior lieu on the Railroad bed and cross ties from said mines to the Memphis and Charleston Railroad and the Rolling Stock and improvements as the mines not including the iron used in constructing railroad being the property mentioned in the lease upon which a lieu is thereby granted, and a part of the property embraced in the inventory made "Exhibit G. H." to complainants bill for the payment of so much of the royalty of twelve and a half cents per ton on the coal mined from the lands embraced in the lease of date January 22, 1879, of which a copy is made "Exhibit EA" to complainants bill covenant and stipulated for therein as remains unpaid and referring it to the Register of this Court to take and state an account ascertaining how much is due and unpaid of said royalty to each of these defendants: Declaring said lease to be forfeited and annulled; and directing the sale of said property embraced in said "Exhibit GH" by the Register to wit: The said railroad bed and cross ties from said mines to the said M & C RR and the said rolling stock and improvements as the mines to be sold separately from the other property embraced in said inventory hereby intending the property on which there is a lieu for the payment of the royalty and the application of so much of the proceeds of sale of said railroad bed and cross ties from said mines to the said Memphis and Charleston Railroad and the rolling stock and improvements as the mines as may be necessary to the payments of such amount of said royalty as he shall ascertain to be due and unpaid to each of these defendants to wit: Jonathan Latham, Barton B. Smith, William Latham, Frederick O. Hurt, William Hurt, Emma Hurt, and Minnie McClendon, Benjamin B. Allen, John A. Berry, William G. Berry, Jesse W. Isbell, Zachariah G. Isbell, Sydney J. Mayhew, Charles H. Halsey, John Allen, Samuel H. Latture, Ephraim Latham.

Cabaniss and Ward and R. W. Walker, Sols. For Respondents, Filed May 22, 1885, W. L. Martin, Register. ²⁸

Newman ET AL
v.
Belmont Coal and R. R. Co., ET AL

Register's Report

The amount owed, unpaid, and past due by the Belmont Coal and Railroad Company is as follows:

Amount of Principal owing on said bonds	\$1 00,000.00
Amount of Coupons past due unpaid thereon	\$28,000.00
Amount of Interest on said "past due" Coupons	\$3703.50
Total amount due and unpaid,....	\$131,703.50
Amount Of Coupons Yet To Mature	\$77,000.00
Total	\$208,700.50

All of which is respectfully submitted to W. L. Martin, Register" ²⁹

No representative for the Belmont Coal and Railroad Company attended the hearing called by the Register in Chancery. The court heard a report from Plaintiff William Newman, who proved himself to be the holder of the first mortgage of the Belmont Coal and Railroad Company, and therefore petitioned the court that assets of the company be sold and that the funds be divided upon consent from the other leaseholders. The court granted his petition and ordered the assets sold at public auction. The sale was held at Limrock on November 19, 1886. The Chancery Court then divided the assets between the plaintiffs:

Newman
v.
Belmont Coal and R.R. Co., ET AL.

Decree of Sale

The defendants Belmont Coal and Railroad Company, Ulysses S. Grant Jr. of the City of New York, John Morris of the City of New York, John B. Gordon of the State of Georgia, Eugene C. Gordon of Clarksville, Tennessee, and Walter S. Gordon of Clarksville, Tennessee, must deposit with court \$31,703.50.

In case of failure to make such a deposit, the court will, after proper notice to the public, within 30 days of this decree, sell to the highest bidder for cash at Limrock, Alabama, all property real and personal, with all rights and franchises, of the defendants.

The court will sell separately, the Railroad bed and cross ties, (not including rail) and the funds from this sale will be set aside to satisfy term of original lease dated January 22, 1879, which included royalties on coal sold by the defendant Belmont Coal and Railroad Company due Jonathan Latham et al.

Inventory of Property belonging to Belmont Coal and Railroad Company.

1	Broad Gauge Railroad
1	Broad Gauge Engine And Tools
1	Broad Gauge Hand Car
1	Broad Gauge Hand Velocipede
1	Fairbanks Track Scales 50 Tons
1	Narrow Gauge Railroad
1	Narrow Gauge Engine And Tools
26	Narrow Gauge Cars (Coal)
2	Narrow Cars Flat
1	Hand Car-Velocipede
2	Fairbanks Scale 50 Ton
2	Fairbanks Scale 2 Tons
18	Trams
1	Forge And Iron Blower
2	Sets Taps And Dies
3	Solid Taps And Dies
2	Sledge Hammers
4	Prs Tongs
2	Vices
2	Bs. Hammers
1	Set Stub Numbers
1	Swage Block
1	Monkey Wrench
1	Desk
1	Ice Cooler
1	High Stool
2	Chairs
8	Lamps
1	Coal Bed
2	Torches
Iron For	Telephone Line With Bracket And Insulators.
2	Anvils
1	½ Inch Iron Rope
2	Sets Pipe Stock And Dies

1	Pipe Cutter
1	Pipe Tongs
4	Swages
1	Drill Press
2	Drum And Shears
1800	Feet 1/1/4 Iron Pipe
2	Coal Screws
1	Rail Straighteners Tamping Picks Shovels
2	Draw Horses
2	Lanterns
6	Staves
2	Cross Cut Saws
2	Hand Saws
1	Safe
1	Stationery Case
1	Clock
1	Letter Press
1	High Desk
1	Drawing Table
1	Blasting Apparatus Small Anvils
1	Bellows
18	Double Houses
3	Singles Houses
2	Mules
1	Letter Scales
1	Seal

Report of Sale

1. The highest and best bid for the road bed, cross ties (rails excluded), rolling stock, and mine improvements was by William Newman for the sum of \$1,800.00.

2. The highest and best bid for all the other assets was by the complainant, William P. Newman, for \$1,800.00. The court issued to the said William P. Newman a deed of Conveyance in and to the said Property.

Report to Leaseholders

In order to comply with the terms of the original lease dated January 22, 1879, the court made the following awards:

Barton B. Smith	177.24
Jesse Isbell	58.62
William G. Berry	73.62
Benjamin B. Allen	78.62
F. O. Hurt Sr. Estate	88.62

John Berry	88.62
Zachariah Isbell	78.62
Sydney Mayhew	88.62
Charles Halsey	88.62
Total	1438.76
Payment to be made in 60 days. ³⁰	

Some of the original leaseholders were not named as receiving benefits. The heirs of the late Frederick Obediah Hurt benefited from his estate. John A. Allen, William Latham and A. H. Latture had sold their leases to Sydney Mayhew and Charles Halsey.

Newman ET AL
v.
Belmont Coal and RR Co., ET AL

Court ordered sum of \$500 to be paid complainant's solicitors from proceeds of sale. Further ordered that Register of this court ascertain the amount of money remaining with the court after paying court costs, solicitor's fees and leaseholders' royalties. These funds to be apportioned to the holders of the gold bonds. William P. Newman, complainant, and John Morris, defendant, according to the following schedule:

Due William P. Newman 102, 178.43 $\frac{3}{4}$ of 136, 237.90
Due John Morris 34, 059.47 $\frac{1}{4}$ of 136, 237.90
Balance in hand of Court \$1451.24
Due William P. Newman $\frac{3}{4}$ of 1451.24 = 1088.43
Due John Morris $\frac{1}{4}$ of 1451.24 = 362.81

It further appears that complainant, William P. Newman, is further due the sum of \$101,090.50 from the defendant, Belmont Coal and Railroad Company, and that the defendant John Morris, assignee for James D. Fish, is due \$33,696.68 from the defendant Belmont Coal and Railroad Company, due to default on bonds and coupons, for which execution may issue.³¹

With this final judgment, the Belmont Coal and Railroad Company was dissolved. Harrison G. Otis had done all within his limited powers to sustain the operation of the Belmont Mines after the Gordon Brothers had abandoned them. However, a shortage of miners and the numerous lawsuits logged against the Belmont Coal and Railroad Company had proven to be too intense and overwhelming for his limited resources. As

a result, the operation of the mines slowed down from a daily output of 2,000 tons to a meager 20 tons per day.

The final judgment in the lawsuit against the Belmont Coal and Railroad Company specified that all third-party mineral leases that had been arranged by the Gordons be reverted to the original landowners to satisfy their claims against the company.

John Allen, S. H. Latture, and William Latham had sold their mineral leases to Sydney Mayhew and Charles Halsey of Huntsville. Therefore, they were not able to retrieve their mineral leases in the final settlement of the lawsuit. Mayhew and Halsey had strong interest in keeping the Belmont Mines in operation. They continued mining on the property that was previously owned by Allen, Latture, and Latham.

A few months before the Belmont Coal and Railroad Company was dissolved, John McAllister and his family had settled in Pleasant Groves. The McAllisters had moved from Georgia to Alabama around 1868. John McAllister and his sons had been doing some mining in the area. Charles Halsey and Sidney Mayhew needed workers to keep their mines open, so they hired McAllister and his sons to operate the mines.

The John McAllister Family

Name	Age	Born	Place of Birth
McAllister, John	41	1839	Missouri
McAllister, Molley	39	1841	Georgia
McAllister, Andrew	20	1860	Georgia
McAllister, John	17	1863	Georgia
McAllister, Molley	13	1867	Georgia
McAllister, William	11	1869	Alabama
McAllister, Albert E.	9	1871	Alabama
McAllister, George	6	1874	Alabama
McAllister, James	4	1876	Alabama
McAllister, Mattie	1	1879	Alabama
McAllister, Richard	1	1879	Alabama

On March 9, 1899, John McAllister applied for homestead improvement. The Huntsville Land Office granted him a certificate of ownership in March of 1900 - a period of one year's time. Because most homesteads seemed to take a long period of time to establish, it is safe to conclude that the McAllisters had probably been living as squatters in the county several years prior to their application for homestead. During this time, the McAllisters made the needed

improvements and developments on the land, which gave them rights to property.

Education at Menlo

There appear to have been no unusual occurrences on the educational scene during the years that Harrison G. Otis was in Menlo. The educative efforts that had already been implemented during the time the Gordons were in Menlo were still in place. There were still no noteworthy records or public references regarding the public schools or education under the township ordinance. Therefore, as it can be determined, most of the educational opportunities available to young community members were provided primarily through private schools.

In his book, *The Story of Woodville*, John R. Kennamer notes that J. Mack Dicus taught school in the Methodist church house in the late 1870's or early 1880's. He also notes that Miss Idella Brown, daughter of M. P. Brown taught in the early 1880's. Again, these were private schools, which were abundant at the time.

The state school system had been established in 1885. The county superintendent's office was created in 1856. Therefore, it is safe to conclude that public school opportunities were in place for the community members. Perhaps James Armstrong alluded to public school when he made the following reference in the May 19, 1881 edition of *The Scottsboro Citizen*:

...Glad to see so much interest manifested in schools in this county.

In the May 31, 1888 edition of *The Scottsboro Citizen*, we find another reference to a private school. The editor writes:

...Prof. McFarland, of Florida, who is teaching a subscription school at Limrock, delivered a very fine lecture on education last Tuesday night to our people.

News Items

News Items from *The Scottsboro Citizen*

Artifacts

Copy of envelope sent from Menlo, Alabama in 1881

Copy of postcard from Harrison G. Otis

Copy of sworn testimony for Harrison G. Otis

Sketches of original plans for building Menlo, Alabama

Floor plans for storehouse

Floor plans double tenements

Copies of lawsuits filed against the Belmont Coal RR Co.

Monroe Neely

Patillo and Moody

Southern States Coal and Iron Company

News Items from *The Scottsboro Citizen*

The following items are made headlines during the time that Harrison G. Otis was Superintendant of the Belmont Mines.

May 19, 1881

...The heated term is upon us.

...The humdrum song of the locust is heard in the land.

...The Belmont saw mill is to be moved from its present location to the mountain near the mines.

...Everyone here is planning a fishing excursion. If they are as successful as we are one time will satisfy them.

...Capt. Hurt, the father of all institutions of good at this place, is one of the strongest advocates of temperance we ever saw.

May 26, 1881

...Two mules, not over 3' 10" in height. Please state price delivered to Belmont Coal Mines. Harrison G. Otis, Superintendent.

June 23, 1881

...The President of the United States, James A. Garfield, has been shot. This news just came over the wire.

...From *The Huntsville News*. Four colored men have been summoned for jury duty in the next term of Madison County Court.

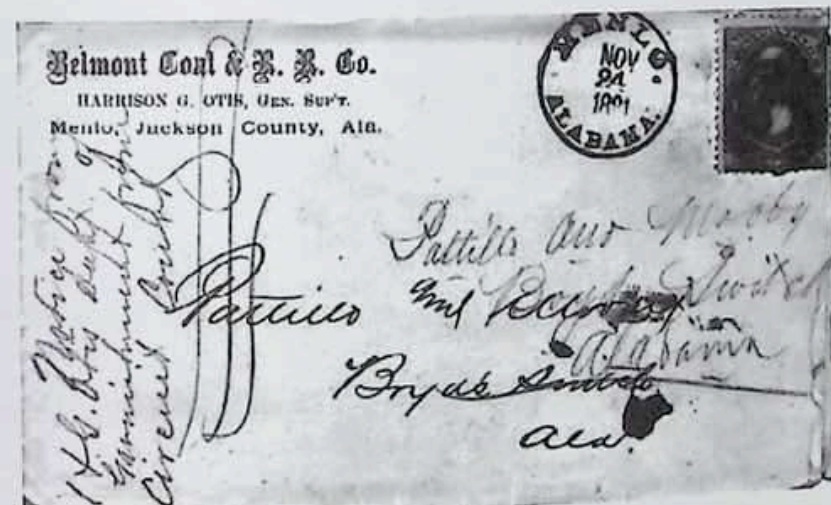
November 16, 1882

...Locally slaughtered beef consigned to H. G. Otis of Limrock was found on the freight depot platform to be very dirty. It was observed that the colored citizens also loaded the beef on a freight car equally dirty.

Post Office at Menlo, Alabama

According to the Office of the Postmaster General, the Menlo Post Office was established on July 8, 1881, upon the appointment of Harrison G. Otis as postmaster. Mr. Otis served until approximately January 29, 1885, when the Menlo Post Office was discontinued and its papers sent to Lim Rock.³²

Below is a copy of a letter sent from Harrison G. Otis to contractors Patillo and Moody. The post mark on the envelope is dated November 24, 1881.



Although Ulysses S. Grant, Jr. had only appointed him as Superintendent of the Belmont Coal and Railroad Company, Mr. Harrison G. Otis had often proclaimed himself as the lessee of the property. On May 3, 1883, he even wrote to the editor of *The Scottsboro Citizen* and stated that he transferred the lease into his father's name.

As noted the post card below, Otis considered himself to be the lessee of the Belmont Mines. He lists himself as the lessee of the mines.³³

Superior Grade Coal,
Strictly Lump.
Does not Slack.
Best in Market for Family Use.
TRY IT.

Harrison G. Otis, Lessee.

Belmont Coal & R. R. Co.,
MENLO, JACKSON CO., ALA.,

Sept 20 1882-

Sir:

If you will send me bill of coal
in case of Murray R.R. & R.R. Co. limit.
send you check. You said the amount you
sent me some time ago was not correct.
How can you expect me to know the amount.
Very truly,
Harrison G. Otis.

It appears that Harrison Otis was happy to claim himself as lessee of the Belmont Mines up until the time that the lawsuits became too much for him to handle. As noted on the next page in his sworn testimony, Otis denies that he is now or ever was lessee of the Belmont Coal and Railroad property located at Menlo, Jackson County, Alabama.

In the matter of
State of Pennsylvania, } POWELL against OTIS.
5. County of Washington. } s. s. 5th

Personally appeared before
me the undersigned authority, Harrison G. Otis, who being
duly sworn according to law, deposes and says:

That on the failure of Grant & Ward, owners at the time
of the Belmont Coal & R. R. property, at Menlo, Jackson Co.,
Ala., it was decided by a regular issue, before Court, held
in and for the City & County of New York, that he (Otis)
was not and never had been Lessee of the said property.
That during the whole time of his having charge of the
said property, he was only the Superintendent and Agent
of the Belmont Coal & R. R. Co., and nothing else.

That under this judgement of the Court, he (Otis) was
deprived of the benefits which might accrue from a lease
of the said property, and that the said property was taken
from him and from his possession, and sold to other par-
ties. That he was subsequently given judgement
against the said Belmont Coal & R. R. Co. for services as
Superintendent of the said property, and for monies paid
out by him as the agent of the said Company.

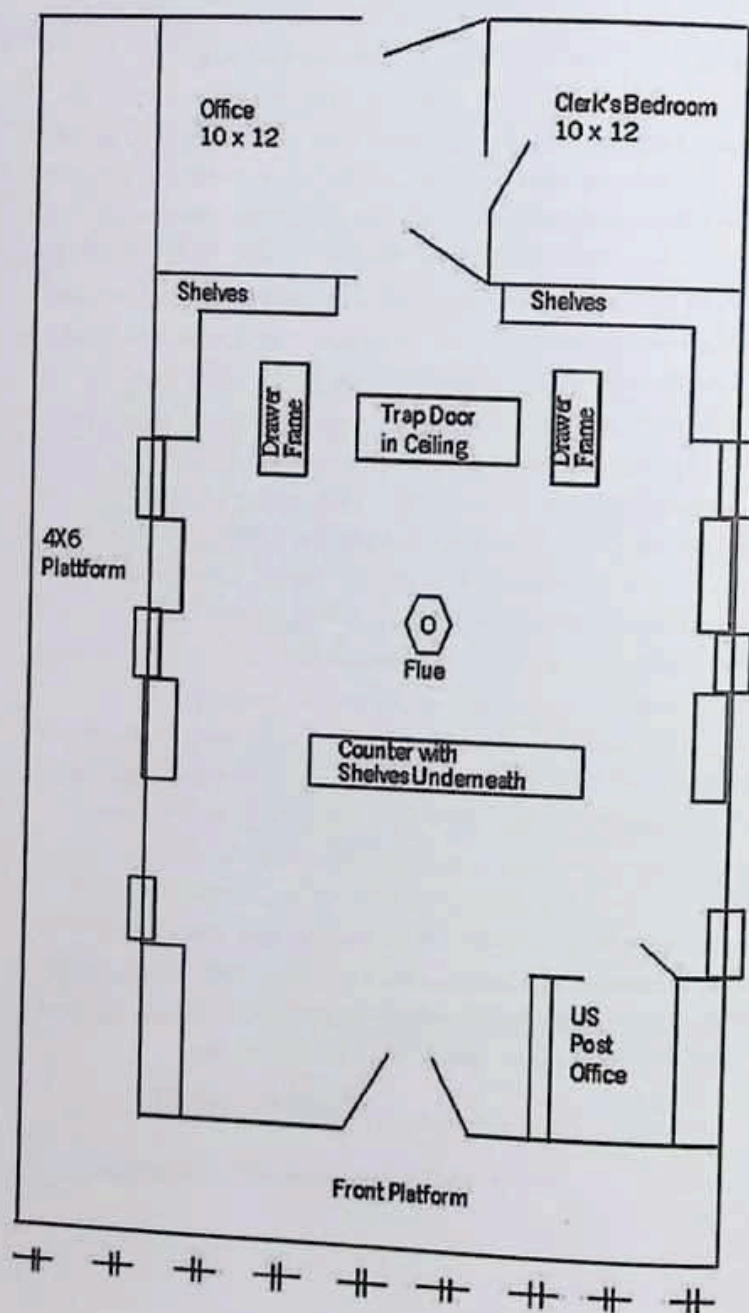
That the claim on which this suit is pending was for
work done on the property of the said Company, and not
for his (Otis) personal use, advantage, or interest.

That he has been but this day notified of the case
coming before the Court and that it is impossible for
him to be present on the 25th day of May, the day on which
he is informed the case will be called for trial, or to
furnish other evidence of these and other facts in time
to lay it before the Court on the day named.

Harrison G. Otis

Subscribed and sworn to before me, a Justice of the

Specification outlines supplied by Harrison G. Otis to the contractor Patillo and Moody for the Menlo Storehouse. ³⁵



Copy of original lawsuit filed by Monroe Neely, Plaintiff, against Belmont Coal and Railroad Company. This is the first page of the original papers filed in the Jackson County Court System. Copy of full contract on file at the courthouse.

36

The State of Alabama vs The
Jackson County Circuit Court
Monroe Neely, Plaintiff
vs
The Belmont Coal and Rail Road
Company, Defendant.

The plaintiff claims of the defendant, a corporation duly chartered under the laws of the State of Alabama, and doing business in the County of Jackson, in said State, having under its control and ownership, a line of rail-road, from Boyd's Smith in said County, to its mines, in said County, a distance of five miles, more or less, and which points are the terminus thereof, the sum of Five Thousand dollars, as damages, for that, whereas, the said defendant at the time of the grievance, hereinafter set forth, was engaged in the business of mining coal, and transporting the same from their said mines in said County, along the line of its said rail-road, to Boyd's Smith, in said County, and while so engaged in, and for the purpose of its said business, on the line of its said rail-road, the said defendant used and caused to be used about five engines or locomotives, and freight cars, both plaintiff was in the employment of defendant, as fireman of one of its steam engines or locomotives.

- 1 -

Copy of original summons filed in by Marcellus W. Petillo and John J. Moody doing business as Moody and Patillo. Pattillo and Moody sued the Belmont Coal and Railroad Company for breach of contract. Original papers on file at the Jackson County Courthouse. ³⁷

No 3546
Patillo & Moody
vs
Belmont Coal
Rail Road
Co

Summons &
Complaint

Filed 12th Nov 1881
A. J. Huggins
clerk

action on Case

B. B. & M. W.

Copy of original summons filed by Southern States Iron, Coal, and Land Company against Patillo and Moody and the Belmont Coal and Railroad Company. Plaintiffs were seeking payment for an outstanding debt. Original papers on file at the Jackson County Courthouse. ³⁸

No 3547
Southern States
Coal Iron &
Land Co., Limited
vs
Patillo & Moody debtors
&
Belmont Coal & Railroad Co.
debtors

Bond

Filed 19 Nov 1881
A. J. Huggins
clerk

Gold Fever

New Minerals Discovered
1886-1908



Home of Hunter Smith of the Hunter Coal Company. House originally built in 1900 by Joseph T. Leverett as a summer residence.

In February of 1883, two years after Harrison G. Otis arrived in Menlo to assume management of the Belmont Mines, the Jackson County Real Estate and Immigration Agency was established. The sole purpose of this organization was to lure investors and entrepreneurs into Jackson County. A plan was implemented to publish articles in local and area newspapers in an effort to spread the word about mineral resources in Jackson County. The committee members placed success stories in highly visible places to gain exposure.

The discovery of coal was not the only mineral that was being reported in the newspapers. Residents were now claiming to have found gold in the Jackson County vicinity. This was not necessarily a new craze. As far back as 1883, *The Scottsboro Citizen* made reports of gold and silver being discovered in the area. In the following,

articles submitted by an unknown author to the May 16, 1985 edition of *The Scottsboro Citizen*, we see signs of the gold craze that was about to take over Jackson County and neighboring DeKalb and Marshall Counties:

The Sauta Creek Mine

The Sauta Creek gold mines, twenty miles above Guntersville, are attracting considerable attention and creating no little excitement. Sauta Creek is a bold stream, which heads high up on Sand Mountain in DeKalb county, and flows off of the mountain into "Buck's Pocket," where it becomes the line between Jackson and Marshall Counties, and continues in a westerly direction till it empties into the Tennessee River some sixteen miles above Guntersville. About four miles above the mouth of the creek, where it is crossed by the Guntersville and Scottsboro Road, and where the road has worn down into a gravel bed on the south bank of the creek, this gold mine was discovered a few weeks ago. Very little attention, however, was given until recently. A body of land about the crossing has been purchased by a syndicate and they are now sinking pits and testing the extent of the "pay streak." It is holding out first rate and appears to cover considerable territory. The gold is found in a gravel bed, which is from two to three feet thick, and the gravel are from the size of shot to that of boulders as large as a ten pound cannon ball and they lie embedded in a blue marl which is covered in places by oxide of iron that has apparently leached into it. This auriferous gravel and blue marble, or clay formation, is clearly distinct from that overlying it. The gravel are of almost every color—chiefly white—but they don't come from the mountain conglomerates, as they appear to bear no relation to the carboniferous measures. The present theory is that they are deposited by the river, as the river is but a short distant west of this point, or else they were deposited by glaciers sometime subsequent to the Archaean period—which, of course, is definite. While it is a fact that this is a placer deposit, and its extent is not yet ascertained, and the vein or lead from which it has been fed is unknown, it is nevertheless true that it is a very rich deposit, and it is practically estimated that it will average from \$5 to \$10 per cubic yard, and may be easily mined and cheaply washed.

...The newspapers are telling all about the Langston gold fields.

...The mineral boom is hitting all around in good old Jackson County. Look at Fort Payne, Trenton (GA), and South Pittsburgh. We have the finest bituminous coal in the world and it will be developed. Nature has endowed our county with great mineral wealth. Capital is the only thing needed to develop her inexhaustible resources.

Scottsboro-Guntersville Railroad Proposed

The people of the community had been experiencing such success that they were not moved by retractions of stories about the discovery of gold and silver minerals. They probably thought that those who had retracted their stories were just plain unlucky. Hope continued to thrive in the private sector. Small investors bought land from the government to continue their search for mineral wealth in Jackson County.

Even though there had been some disappointing reports regarding rough terrain and isolated areas, some of the major investors still considered the possibilities of mining in the area. The November 25, 1886 edition of *The Scottsboro Citizen* featured an article about Napoleon Hill, a trustee of a syndicate out of Memphis, who purchased fifteen thousand acres of land. The article announced plans for a new railroad, which were undoubtedly received with applause by the area citizens:

Local News

A Memphis syndicate and J. E. Brown, of Scottsboro, have bought about fifteen thousand acres of ore and coal lands on and near the Cumberland Mountain in this county. This will prove a big thing for Jackson County and Scottsboro especially, as a railroad will run from here to the mountain, and Scottsboro will be made the great shipping point. The opening of these inexhaustible mines will necessitate the erection of two or three blast furnaces in Scottsboro, which means a town of five thousand inhabitants by the next census. We haven't the space to go into fuller details this week.

We are reliably informed that the Gunter Mountain deal - sale of 20,000 acres of coal and iron land - has been consummated through Guntersville mayor. J. P. Burke. S. P. Dodson and Associates will file declaration of charter for the Gunter Mountain Iron, Coal, and Railroad Company.

The news of a railroad to transport coal down from the mountains was exciting and promising. One of the most frequently cited problems reported by previous investigators regarding coal mining on the mountain was the need for a rail system to transfer the coal down the mountain once it had been mined. Transporting the

coal by horse and cart was time consuming. In addition, the wagons could only hold limited amounts of coal at a time. The anticipated construction of a railroad by Napoleon Hill would solve this dilemma. The proposed railroad system became known as the Jackson Coal, Iron and Railroad Company. The December 31, 1886 edition of *The Scottsboro Citizen* announced the availability of stock subscriptions on the market for interested investors:

Local News

The Jackson Coal, Iron and Railroad Company gives notice of the opening of books for subscription. The capital stock is placed at \$400,000.00 in shares of \$100 each. This is the biggest corporation ever established in this section of Alabama, and is a big thing for Jackson County. Books for subscription to the company will be opened in Hon. J. E. Brown's office tomorrow. We shall keep our readers advised as to the workings of this huge corporation. It means wonderful developments in Jackson County.

After an official notice of the company and available stock subscriptions, the probate judge of Jackson County presented the new stockholders with a certificate of incorporation. The company could now officially engage in mining, real estate and railroad building. The officers for the coming year were as follows: President, John C. Neely; Vice President, J. E. Brown; Secretary-Treasurer, John K. Speed.

Even with its recently reported setbacks, Jackson County continued to be regarded as an area that was very rich in mineral deposits. People continued to migrate to the area to buy land and to mine the coal and other mineral resources in the area. In the following feature article taken from the January 28, 1887 edition of *The Progressive Age*, it is very apparent that the spirit of the search for mineral wealth of all sorts in Jackson County was very much alive and in progress:

Local News

Our County Comes To The Front On The Kentucky, Tennessee & Alabama Railroad
The Road To Cross Jackson, Beyond All Doubt.

For many years Jackson has been covered with the accumulated dust of nonprogressive idleness. She has slept on her untold wealth of iron, lead, silver, copper, and even gold, that was under a surface that has a national fame for its productiveness. Still, until the arrival of THE PROGRESSIVE AGE all was silence and monotony. But the silence is broken. Every train brings from two to three capitalists accompanied by a mineralogist, who are climbing old Jackson's hills and scanning our rocks and exclaiming that old Jackson is "a world beater" on the mineral question, and that inside of six months there will be a rush of capital to buy the lands where coal, iron ore and limestone lay almost in the same vein, that will make a poor man's head swim at the very thought.

The boom is now on us. It struck like a cyclone in the night. On every hill you will find the greedy option buyer. In every valley, you will see a group with pick and shovel, digging out the finest specimens of mineral that ever come out of the bosom of the earth. The minerals do not come from one section of the county only, but the outcroppings are thicker than red ants in June.

Capital is turning double somersaults in its eagerness to get here on the first floor. The Memphis syndicate that bought up 18,000 acres of the finest mineral land in the world lying in the northern portion of the county have already arranged to build twelve miles of railroad from the Memphis & Charleston road to their mines, crossing the road at either Scottsboro or Bellefonte; with chances in favor of Scottsboro. These twelve miles of road will be given to the Cincinnati, Tennessee and Birmingham Railroad for \$250,000 worth of stock in that road. This line gives us complete northern, southern, and river connection; placing Scottsboro ahead of Huntsville, Decatur, Sheffield, Florence, Tuscumbia, and all small towns in her vicinity. In other words, if we continue to play in luck as we have for the past month, we will in two years have the largest city of North Alabama. Here at the great crossroads of the South, with our suburbs extending to the most magnificent of Southern waters, the Tennessee, surrounded by the finest agricultural lands in the productive South, with an iron mountain north of us, a coal mountain south, and the space between for the length of the county paved with lime rock, what is to hold us back, or keep us from being the leading county in the state. Five furnace whistles will ring in our ears in less than two years, for capitalists have bought the miners' lands, and have about located the spot on which this immense industry is to be built.

Fallow Mines in the Sinks

With all of the focus on the gold craze, there was significantly less coal mining going on in the Sinks area than in its recent past. The Belmont Mines were officially closed, but there was probably some minor activity still going on in these mines.

The low volume of coal output from the mines in the area had nothing to do with the gold craze. This lull in activity could be solely attributed to the fact that there were no major investors or large mining organizations coming into the area to revive the coal mines. Many of the scouts who came to investigate the coal mining possibilities in the county discovered several problems such as the rough topography, the poor quality of the coal, and the distance from the mines to the markets.

Because the Sinks area was virtually isolated, the citizens were not in a strong enough financial position to undertake the reopening of the mines at the level at which the Gordons and Otis had been operating. There were no reports of gold and silver mining taking place in the area. It was a quiet period for Menlo, Boyd's Switch, and the Sinks.

Between the years of 1887 and 1895, the newspapers appear to have featured fewer articles about coal mining. In the past we had seen an almost obsessive-like style of reporting revolving around the Gordons and Harrison G. Otis, as their every move was recorded and published. The smaller mining outfits currently operating in the Jackson County were receiving only a fraction of the attention the Gordons and Otis had received.

Records from the Register of Private Corporations of Jackson County Courthouse indicate that the North Alabama Lumber and Manufacturing Company was established in Bridgeport on September 5, 1888. Their stated purpose was to purchase and sell logs, land, coal, and general merchandise. The officers of this organization were John H. Henderson (Bridgeport), Frank Kilpatrick (New York), and J. R. Patterson (Bridgeport).

The Register of Private Corporations also shows that on January 26, 1889, the Stevenson Land and Improvement Company was formed. Their goal was to establish a mining town near Stevenson. In this place, they would build railroads, wagon roads, bridges, and other

resources needed to mine and transport coal, lumber, and stone. The officers of this organizations were John F. Freeman, Sr., S. Massfield, and S. Coleman.

In the April 3, 1890 edition of *The Scottsboro Citizen*, the editor, James Armstrong, makes note of a sale of 20,000 acres of property located on Gunter Mountain. The stated purpose of the purchase was to establish a new coal company:

Local News

...We are reliably informed that the Gunter Mountain sale of 20,000 acres of coal and iron lands has been consummated through Guntersville Mayor J. P. Burke.

...S. P. Dodson and Associates will file declaration of charter of the Gunter's Mountain Iron, Coal, and Railway Company right of way.

In the same month, the April 13, 1890 edition of *The Stevenson Chronicles* featured an article about the purchase of mineral land in Jackson County. Again, this is our only sign that not all attention has been focused on gold mining ventures:

Local News

...Rev. M. A. Leak and Mr. Isaac Matthews have taken options on about 40,000 acres of mineral lands in Jackson County, Alabama and in Marion and Franklin Counties in Tennessee. The Jackson County land is on Big Coon, Little Coon and Crow Creek Valleys. Other deposits are located at the Nashville and Chattanooga (Railroad) tunnel, Bass, Bucksnot, and Paint Rock. The veins have not been fully developed, but there are indications of inexhaustible quantities of coal in them. We hope they have struck a bonanza.

Outside of the above articles, there is no indication that there was any major coal mining operation open at this time. There was certainly a large number of small mining outfits operating to meet the needs of the local residents and businesses. However, it is likely that major coal requests were being met by outside companies.

The Fever Breaks

The newspapers were still making favorable reports about the discovery of gold and silver deposits in the Jackson County area. In the May 16, 1895 edition of *The Scottsboro Citizen*, we see the first sign of the gold fever breaking as some of the members of a local syndicate withdrew their interests. Even though the editor put a favorable spin on the article, the readers might have wondered why these investors were pulling out:

Local News

The Langston and Guntersville members of the gold syndicate sold out last week, getting a nice profit on their original investment. The Scottsboro members of the syndicate are still holding out for a big profit. By the way, in another column of the Citizen this week will be found an article on the Langston Gold Fields, and if that clipping from the Birmingham State is true, great things are in store for the people of that section. Keep your eyes on Langston.

The excitement over the Langston Gold Fields is increasing. Maj. Hugh Carlisle, of Guntersville, told a newspaper reporter the other day that the gold mine near Langston was the largest in the United States. The major estimates the value of the gold mines on Sauta Creek as being worth, if properly mined, the enormous sum of fourteen million dollars.

The series of well-placed and extensive reports placed in the local newspapers were no doubt the reason for a visit by a United States Geologist by the name of Sublett, who came to investigate the claims and to verify the authenticity of the reports that were being printed in the local papers.

The following report by *The Chattanooga Times* summarizes Sublett's visit to the area and the impressions he received during this trip to Jackson County to investigate the numerous claims of gold which had been appearing in newspapers throughout the eastern side of the United States. A reprint of the article appeared in the May 25, 1895 edition of *The Scottsboro Citizen*:

Local News

Mr. Sublett, when seen, states he had made two visits there, spending some two weeks in examination of the geology, etc., of the section; that the newspaper reports were erroneous in many respects; that the mine is strictly a placer and the gold is found in a deposit of cemented clay, gravel, and boulders, some two to two and one-half feet thick, lying on slate and shales, where the creek flowing from Sand Mountain cuts a subordinate ridge in the Tennessee Valley one and one-half to two miles from the Tennessee River. This gravel and boulder stratum covers some 200 acres or more and is apparently, so far as tests have been made, very rich. Mr. Sublett states further that none of the rock material in the stratum showed any signs of gold as it all was water worn and evidently did not come from the same source as the gold.

He was not as yet prepared to give an estimate of the value of the property as investigations are now in progress with that view to determine this with as much accuracy as possible and he was not at liberty to say more at present, except that the deposit was made many ages ago when waters stood at much higher level than at present, and that there are no indications of gold bearing strata to be found in the vicinity, and the gold has probably drifted some distance. The rocks belong to the carboniferous Devonian and Silurian Ages and are stratified—so far as could be discovered.

To everyone's hope and anticipation, Sublett verified the gold findings as authentic. Almost immediately gold mining operations were formed. The first of these companies was established by a group of gentlemen who called the organization The Sauta Creek Mining Company. The company had but one goal, and that was to mine the gold that was being reported:

Local News

...The Sauta Creek Mining Company has been incorporated by the following gentlemen: D. J. Jones, C. E. James, George C. Hunt, Virgil Bouldin, Fred V. Bodfish, J. R. Harris, and W. L. Martin. The capital stock is one hundred thousand dollars. The object is to mine gold, to buy and sell mining and other lands, to do general mining business and to exercise all the powers conferred upon mining corporations. Langston is to be the headquarters of the company.

Although the majority of the local citizens believe strongly that the claims of the discovery of gold were true, there were those

headshakers who stood on the sideline and watched with a note of skepticism. These citizens probably chose to rely on the coal mining opportunities instead, as this had already proven a successful financial venture.

Others who did not enter into the spirit of the gold rush were probably unable to invest in the needed materials for mining, or were too unfamiliar with gold mining techniques. In his article of June 27, 1895, the editor of *The Scottsboro Citizen*, James Armstrong, summarized these impressions:

Local News

Soon we shall record rich developments or great disappointments, for big money is being paid for the privilege of working these lands by parties who believe and figure like Col. Sellers, 'there's millions in it.' There are those who consider it a very modest prediction that there will be a mining town of 3,000 people inside of two years. That there is excitement here expresses it mildly. That there is gold here expresses the truth. That there are those who are sincere in believing it is very rich, who claim to be judges, having had experience, no one will doubt, for they have invested in the lands and have pledged themselves to work these mines, using costly improved machinery. That there are those who will be made rich by working these mines, it is but reasonable to believe. That there are those who will make mistakes and meet with disappointments must be expected. All of which the near future will tell.

The gold miners who had dived into the operation head-first suffered a jolt when the Alabama State Geologist, McCalley, examined the area and denied the reports of gold in Jackson County. Reaction to his findings were mixed. Those who had their doubts felt validated. However, those who truly believed in their claims were very annoyed with McCalley's report, as indicated in the following which article appeared in the June 13th, 1895 edition of *The Scottsboro Citizen*:

Local News

"Gold!
Boom!
In situ!

...CA Webb has got it bad.

...Uncle Jim Davis says, 'I knowed it all the time.'

...Silas Smith says nothing but his smile gives him away.

...Frank Shook says he will be in when the general roll is called.

...Dr. Milton Harris of Huntsville was with us last week examining the beds. Come again, doctor, we know you saw nothing bad.

...Langston is warming up again after the McCalley freeze.

...F V Bodfish has moved his family here and will devote his whole time to the development of the Sauta Creek Mining Co.'s mines.

...J H Warner, of Chattanooga, was with us a few days examining the gold field. He went back highly pleased and took a sample of the yellow metal with him.

...State Geologist McCalley's report has had but little effect on the people here, except to make them feel ashamed to know that the great State of Alabama has a man holding such a high position who is unable to make a report of his work without exposing his ignorance on the subject to the whole world, it looks bad. Go slow, Bro. McCalley, or some of our little schoolboys will get your job yet.

...F. R. Morrice, when asked if he had seen any gold in situ here, replied that he didn't know it by that name, but he had found lots of it in mud and gravel, and that was as far as they generally looked for it in California.

After McCalley's report, there seemed to have appeared fewer and fewer articles in the newspapers regarding gold in the area. Eventually, these reports ceased and nothing much was said afterwards about the prospects of gold in Jackson County. However, it should be duly noted that although the gold mining industry never took off with the expected boom that had been predicted by the reports of local citizens, the reports of the discovery of gold were not completely without merit. John R. Kennamer reports in his book, *The History of Jackson County*, that around 1784 Indians panned out gold found in the sand of the Tennessee River near Larkin's Landing. Therefore, it is quite possible that due to

flooding or heavy rains some gold nuggets had been washed down to the Tennessee River flood plain and thus created a new moment of frenzy for the citizens of Jackson County.

In any case we can conclude that some types of minerals must have been discovered around the area. Otherwise there would not have been such a fantastic explosion of articles, mining companies, geologists, and investors. One can only speculate and wonder about what happened to cause such an abrupt end to the gold craze that had taken over Jackson County.

Gunter Mountain Coal Mining Company

As the western territories began their development, railroads were busy transporting materials and building tracks to connect the states. Coal was again in demand. Several small operations were established to meet the needs of progress. The arrival of a new coal mining outfit suggests that the energy which had been transferred into the gold mining business was finding its way back to the coal mining industry.

In 1903, the Gunter Mountain Coal Mining Company was established by a group of investors out of Tennessee, Missouri, and Kentucky. The purpose of the company was to mine, process, and transport coal. The capital stock of the company was \$200,000. The records from the Register of Private Corporations for Jackson County in 1905 show the following investors for the Gunter Mountain Coal Mining Company:

Name	State	Shares
J. C. Cable	Union City, TN'	5556
I. F. Stubbs	Union City, TN	5556
G. S. Hardy	Union City, TN	5556
J. T. Perkins	Martin, TN	5556
W. P. Nash	Union City, TN	5556
W. G. Claggett	Union City, TN	5556
J. A. Baird	Union City, TN	5556
E. H. Marshall	Union City, TN	1389
J. T. Spaulding	Nashville, TN	4167
		5556

E. B. Blair	Jackson, TN	5556
W. J. Edwards	St. Louis, MO	5556
A. F. Hogan	Waverly, TN	5555
Steven B. Hunter	St. Louis, MO	5555
Roy W. Martin	Martin, TN	5555
V. J. Blow	Louisville, KY	5555
George M. Carpenter	Nashville, TN	5555
O. S. Hardy	Union City, TN	5555
George S. Pflasterer	Nashville, TN	5555
J. A. Perkins	Nashville, TN	5555 ³⁹

Gunter Mountain lies on the border of Jackson and Marshall Counties. The major mines were located in Tintop and Bucksport, which are in Marshall County. The smaller mines were located in Jackson County.

A joint venture between entrepreneurs from Guntersville and Scottsboro proposed to construct a railroad to connect with the Memphis and Charleston Railroad (M & C), by way of Scottsboro, with the Nashville, Chattanooga, and St. Louis Railroad (NC & St. L) in Guntersville. The construction of a three-mile spur was proposed in order to transport the coal mined on Gunter Mountain down to the rail that connected the tracks. Coal could then be delivered to the M & C or the NC & St. L for shipping.

Despite its efforts to open new mines, build new tracks, and revive the coal mining spirit of Jackson County, the Gunter Mountain Coal Mining Company was met with opposition. One major problem involved the steamboat industry, which saw the construction of the railroad as a potential competitor. The proposed tracks would run parallel to the river from Guntersville to Scottsboro, and would therefore interfere with the daily runs that the steamboats were making. As a result of several such small hindrances, the company eventually dissolved and the Gunter Mountain Coal Mining Company never got off the ground.

Hunter Coal Company

The need for coal was intensifying with the construction of new rails out west, and the building of new steam plants, and steel mills. H. Hunter Smith (Georgia) and H. W. Smith (Tennessee)

answered the call for the need for coal. The two men arrived in Jackson County around 1908 from Hamilton County Tennessee, and immediately began acquiring land on Keel Mountain, southwest of Paint Rock, as shown in the following deed conveyance:

Deed

J. P. Webb, Grantor

H. Hunter and H. W. Smith, Grantees

J. P. Webb, a resident of Paint Rock, conveys title to the N ½ of SE 1/4 Section 32 of Township 4 Range 3 east to H. W. Smith of Rome, Georgia and H. Hunter Smith of Chattanooga Tennessee. The purpose of the sale is to:

- To acquire a 20' by 500 ft. right of way for spur track or siding from the main track of the Southern Railroad.
- To secure a right of way for an incline tram or railroad to extend from the spur track to the coal mines at the 1400 ft. level.
- To provide for the storage and shipping of coal.
- To provide public access from the public turnpike to the coal storage facility. ⁴⁰

The above deed gave the men full ownership of the property except for one-half acre. This section was retained by J. P. Webb to use for a private burial ground known as the Bullock Cemetery. Their first move was to build wagon roads and spur tracks to the coal mines. Afterwards, they organized the Hunter Coal Company.

The demand for coal was steady, but there was also an emerging need for lime. Manufacturers were using lime as a component for making cement for building foundations. Farmers and agriculturists used lime as an ingredient in fertilizer. The owners of the Hunter Coal Company recognized the growing need for lime and seized the opportunity to capitalize on the demand for this product.

The owners of the Hunter Coal Company began negotiations with G. W. Nixon who was the owner of the Paint Rock Lime Company. They invited him to join the Hunter Coal Company as a partner in exchange for the Paint Rock Lime Company. The three men then formed the Alabama Lime and Stone Company. After they

had established the two companies, the three businessmen conveyed the holdings of the Alabama Lime and Stone Company into the Cumberland Properties Corporation out of Arizona.

On April 4, 1914, the Alabama Lime and Stone Corporation was fully incorporated under existing Alabama laws. Seven hundred shares of common stock were available to the public at \$10 each. The new company later entered an agreement with the Southern Railroad Company of Virginia to extend spur track which ran to the lime plant. This extension provided Southern Railroad straight access to the lime plant to transport lime.

With the onset of World War I, the need for coal and lime grew stronger. There were several small operations mining coal, but they could not compete with companies such as the Hunter Coal Company or the Alabama Lime and Stone Corporation, which were well established operations. With these recent developments, the citizens of Jackson County were back on top of things and the spirit and morale of the community were once again strong.

Personal Interviews

Milton Popejoy

Artifacts

Letter from the Jackson County Immigration Agency
Letter from the Sauta Creek Mining Corporation

Map

Areas discussed in the chapter:

Gunters Mountain

Langston

Paint Rock

Milton Popejoy



As a young man, I helped my father install telephone lines in Paint Rock Valley and on Keel Mountain. I witnessed the development of the Hunter Coal Company and the Alabama Lime and Stone Company. After the closing of the Hunter Coal mines, I thought I could make a living for my family by mining and distributing coal. I got a contract with the Jackson County Board of Education to furnish coal for heating the school buildings in Paint Rock Valley and in Woodville.

I leased the former Hunter Coal Mines from Mr. Hunter Smith, who was the manager of the Alabama Lime and Stone Company. This lease included the use of the access road to the mines and any mining equipment, tools, and lumber at the abandoned mines. Armed with two helpers, two mules, a wagon, and various hand tools, I began mining coal.

The former mine shaft tunnels were unstable and very dangerous to enter. The coal pillars and wood supports had previously been removed allowing the ceiling to collapse. I opened new portals nearby. By using the abandoned equipment, I was able to install tracks and carts for transporting the coal from the face of the coal seam to a tippie.

I did not work very much in the mines, I was responsible for making delivery of the coal. During the early fall, I was busy making deliveries to the various schools. The school trustees expected a month's supply of coal at the school on opening day. The round trip to Woodville School could be made in one day. The trip to Grays Chapel and Francisco in upper Paint Rock Valley took two full days.

In order for a miner to work a squeeze, which is a thin seam from 24 to 48 inches wide, the rock or slate under the coal seam had to be removed. I ran into many squeezes. The only solution for mining through a squeeze was to use a process known as "shoot the bottom." To remove this slate, holes had to be drilled for a powder charge. After the powder had been set off, the loose rock had to be removed from the mine. The slate piles near the portals indicates a lot of hard labor and no pay for it. I often opened new shafts rather than shoot the bottom.

I remember one time that I had decided to explore some of the abandoned tunnels of the Hunter mines. I got lost and became very disoriented. After several hours of wandering with only a feeble carbide light, one of my workmen found me. I will never forget the excitement and relief of all my family and friends who were at the mine entrance waiting for me when I came out.

By the late 1920's, the mines became unprofitable to work. Also, when bought by the car load, Kentucky coal, delivered by the Southern Railroad, was almost as cheap and of better quality. I continued for a few years as a distributor.

The Alabama Lime and Stone Company continued to operate until 1933. The planned new highway—U.S. 72—from Memphis to Chattanooga would require the removal of the rail spur track and some buildings. The plant closed down and the metal sold for scrap during World War II.

J. H. Brown, Pres.
J. H. Brown, Secy & Treas.

JACKSON COUNTY REAL ESTATE & IMMIGRATION AGENCY

Scottsboro, Alabama *Apr. 19* *1913*

Dear Sirs:
Woodville Ala

Please forward this transcript
and see if it is all right & sign certificate
of facts & sales & certificates of transcript
I will pay you \$5.00 for making transcript
If you have any other work please let me
know & I will be glad to think of it

Yours Truly
J. H. Brown

A man by the name of Burrow, an employee of the Sauta Creek Mining Company, was walking his horse across the Kyle Street bridge when his horse fell through the rotted planks and suffered a broken leg. The bridge was owned by the city of Scottsboro.

The Sauta Creek Mining Company assisted Burrow in a suit against the city of Scottsboro. He was awarded \$75.00 in damages by the court. Below is a copy of letter from the Sauta Creek Mining Company in which the attorney for the company asks the court to serve subpoenas on witnesses in the case.

SAUTA CREEK MINING COMPANY.

D. J. ZIMMER, President
 GEO. C. HUNT, Vice-President
 O. F. JAMES, Secy & Treas.
 F. V. BROWN, Superintendent

Office of Sec. & Treas.,
 CHATTANOOGA, TENN.

LANGSTON, ALA.

To Capt. J. Thompson C.C.C.
Please issue subpoenas for the
following named witnesses in
Burrow vs. Scottsboro Corporation
for the City of
John R. King Scottsboro
Robert Campbell *||*
Robert Estes *||*
Sally Campbell *||*

J. H. Brown
Atty for Plaintiff

This organization has under its control for sale, a large number of farms in this County. Persons desiring to invest can purchase eligible farms, with such acreage as may suit their wants. Possessing superior advantages, this Agency expects to control all lands on the market, and by fair dealing feels assured that the seller and purchaser will find it to their interest to patronize this institution. We profess to be familiar with the location, description and quality of lands, and to have experience in tracing titles and in the preparation of conveyances. Our facilities will enable us to lay before the buyer all facts relative to the land desired to be purchased, and with such certainty as to render his presence unnecessary. An examination of our plats and surveys will enable anyone to make an intelligent trade.

Our object is to introduce to the public and parties residing at a distance, and who have no personal acquaintance with the advantages of our County. The productiveness of our soil and mineral resources are not excelled in any section. We have Railroad communication and river navigation belting the entire County.

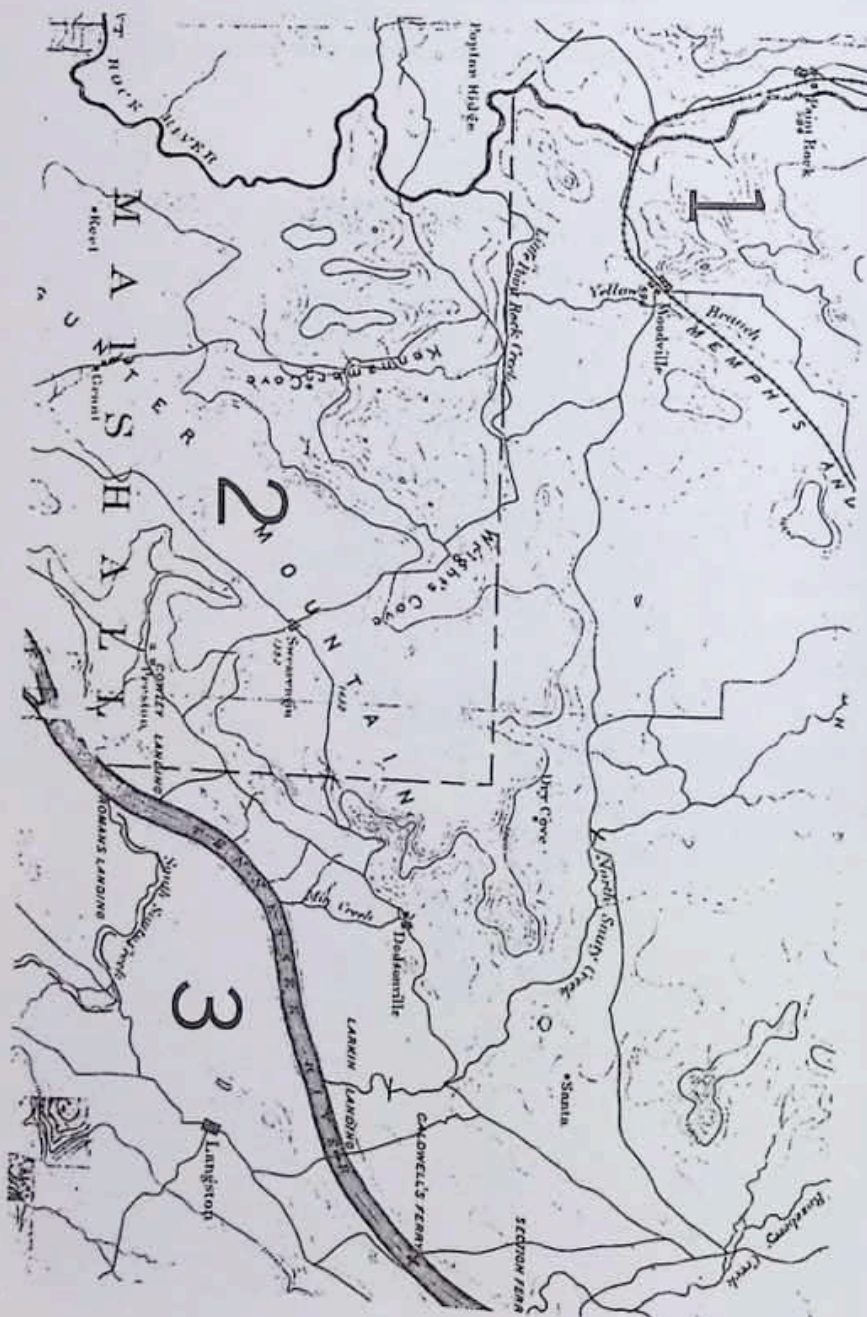
The lands we have in charge are FOR SALE; and not for the purpose of speculation are they offered to the public.

Correspondence is invited. Immigration is sought. The prosperity of our County is desired.

No charges are made against persons seeking information. Our only compensation is from the seller.

Map of areas discussed in this chapter.

1. Paint Rock (Alabama Lime and Stone Company)
2. Gunters Mountain (Gunter Mountain Coal Company)
3. Langston (Gold Rush)



Pierce Years

The Building of Pierceton 1904-1919



Narrow gauge railroad used by the Pierces. Left to Right Miner (unknown), Harry Pierce, Storekeeper (unknown) Charlie Parrish, Samuel James McCormick, and J. D. Austin (in cab).

In 1904, The North Alabama Coal Company was chartered in the state of New York. The Probate Judge of Jackson County, Alabama granted the company a permit to mine coal and operate associated enterprises in the Bryant area of the county. The major stockholders for this company were Franklin D. Pierce of Syracuse, New York and his brother Ray Vaughn Pierce of Buffalo, New York. The Pierce Brothers were not experienced miners, but instead were physicians who wanted to invest in the coal mining industry that was sweeping through the South. Although Franklin Pierce was now living in Bridgeport, he also held residence in Syracuse, NY. Ray Vaughn Pierce, the eldest, remained in Buffalo where he owned a clinic known as The World's Dispensary.

The North Alabama Coal Company was operating daily and successfully mining coal on Sand Mountain. An incline had been

built from the mountain down to Reece's Ferry landing where coal was being transported and loaded for shipping to South Pittsburgh, Tennessee. The local newspaper, *The Stevenson Chronicles*, listed notes about the local mines and their owners in its November 28, 1907 edition:

Local News

...The North Alabama Coal Company of this place, have ordered another locomotive.

...Mrs. F. D. Pierce was in Chattanooga last week.

...Dr. F. D. Pierce has returned home from Atlanta, GA., where he spent several days attending to business.

...The weather has been very bad for some time, but has begun to fair up.

Over the past years, it had become increasingly clear that the Cumberland Mountain area of Jackson County contained an impressive amount of mineral deposits. The Jackson County Immigration and Real Estate Agency had attracted many outside investors who took advantage of these resources.

Around 1907, the Pierces began to expand their coal mining outfit outside of Bryant. They purchased 16,000 acres of land from the Alabama Black Band Coal Company in Jackson County. The purchase included all mineral rights to the land.

Once again, a large well-established mining operation was moving into the area. The November 28, 1907 edition of *The Stevenson Chronicles* carried an article announcing the intent of the Pierce Brothers to open the Belmont Mines in Jackson County:

Local News

....Drs. F. D. and R. V. Pierce have bought the property of the Alabama Black Band Coal & Railroad Company located on Mud Creek and Cumberland Mountains. The tract comprises 16,000 acres and will be developed at once. This is a valuable property the development of which means a great deal to this county.

Dr. F. D. Pierce came to this county several years ago from Syracuse, N.Y., and has spent time and money in developing his coal properties on Sand Mountain, at Bryant. In this as well as the other property, he has associated with him his brother, Dr. R. V. Pierce, Buffalo, N.Y., the proprietor

of 'The World's Dispensary.' We like to see such men as these become identified with our county, and wish them success.

We have known Dr. F. D. Pierce for several years and know him to be an intelligent and perfect gentleman. Dr. Pierce has a beautiful home in a most picturesque spot on top of Sand Mountain overlooking the grand old Tennessee River.

With all of new excitement about the arrival of the Pierces, the residents of area became anxious to make a profit. Deed conveyances and third-party mineral leases were now commonplace transactions which happened almost daily. As a result, the haste at which large volumes of deed transferences were executed sometimes caused future problems and disputes about true ownership. The following particular case almost changed the course of the history of the coal mining industry in Jackson County.

In April of 1884, Walter S. Gordon purchased 460 acres of public land on Cumberland Mountain in Jackson County. In the summer of 1885, Napoleon Hill, trustee of the Memphis-based syndicate, purchased approximately 15,000 acres of public land. After these major purchases had been made, there was no additional public land available in these areas.

Since the larger tracts of land had all been sold, the smaller land owners were completely encircled by the lands owned by the Jackson County Coal, Iron and Railroad Company. William P. Newman had purchased the assets of the defunct Belmont Coal and Railroad Company in November of 1885. Included in this purchase were coal lands and railroad right-of-way.

In November of 1886, the Jackson County Coal, Iron and Railroad Company was issued a certificate of incorporation under the name of the Alabama Black Band Coal, Iron and Railroad Company. Attorney J. E. Brown of Scottsboro was a stockholder and officer in this corporation.

Shortly after the incorporation of the company, Walter S. Gordon (the eldest of the brothers) died intestate. The Probate Court of Jackson County, appointed J. E. Brown as administrator of Walter Gordon's estate. On November 18, 1887, for the sum of eight hundred and fifty dollars, J. E. Brown sold Eugene C. Gordon the 460 acres of mineral land previously owned by Walter Gordon. The sale was reported and payment was made to the Probate Court.

In 1905, Milton Humes of Huntsville petitioned the Chancery Court of Jackson County for the title to Walter S. Gordon's land on the Cumberland Mountains. The Probate Court had previously failed to indicate Eugene Gordon's purchase of this land in the courthouse records. Since the conveyance of title to Eugene Gordon had not been recorded, it was considered to be the property of Walter S. Gordon's estate. Therefore, the purchase was granted to Milton Humes.

S. M. Neely, trustee of the Alabama Black Band Coal, Iron and Railroad Company signed a conveyance of title to Ray Vaughn Pierce for 16,000 acres of land located in Jackson County in 1907. This vast acreage of land included the 460 acres of land previously owned by the deceased Walter S. Gordon, and since purchased by Eugene C. Gordon. The deed for this transaction was prepared in the law offices of J. E. Brown and Laurence E. Brown of Scottsboro and sent to Mr. Neely, a resident of Davidson County, Tennessee, for his signature, which was affixed on March 12, 1908.

It was later discovered that the Alabama Black Band Coal, Iron and Railroad Company did not own a title to the 460 acres of the land belonging to the estate of Walter S. Gordon. By this time, J. E. Brown, administrator of Walter S. Gordon's estate, had also deceased, but his son Laurence E. Brown had kept a record of the sale of the land to Eugene C. Gordon in their law offices. Therefore, the ruling in Chancery Court which granted Milton Humes title to the Walter S. Gordon land had to be reconsidered. In its January 16, 1908 edition, *The Progressive Age*, a local newspaper edited by Charles P. Lane, noted Eugene Gordon's visit to town to look into the matter:

Local News

...Major Eugene Gordon, now a citizen of New Mexico, was here yesterday as a witness in the Alabama Black Band Company litigation. Major Gordon has been extensively engaged in railroad operations in Texas and New Mexico for several years.

In March of 1908, the Probate Court of Jackson County ordered Laurence E. Brown, as new administrator of Walter S. Gordon's estate, to convey the title by separate deed to Ray Vaughn Pierce for the Cumberland Mountain land. Eugene C. Gordon

received \$850, which is the amount he paid for the land in 1887.

In consideration of one dollar and other considerations in hand paid by Ray Vaughn Pierce, Milton Humes made a quit claim deed to his interest in the Walter S. Gordon land on Cumberland Mountain. The land was described in the deed by Mr. Neely to Ray Vaughn Pierce on November, 18, 1908. This deed was signed on 12 of March, 1907 by Milton Humes:

Deed

Whereas on the 18th day of March 1907, Mr. Neely, Trustee, conveyed by deed to Ray Vaughn Pierce Lands belonging to the Alabama Black Band Coal, Iron and Railroad Company and whereas the intention was to convey all of the land belonging to the said company in Jackson County to said Ray V. Pierce and where certain lands of the Coal and Railroad Company, by oversight, were omitted from the said deed. Therefore in order to accomplish the purpose intended, the Alabama Black Band Coal, Iron and Railroad Company in consideration of the sum paid by him, the receipt of which is fully acknowledged, does grant, bargain, sell, transfer and convey unto the said Ray Vaughn Pierce, the following described real estate in Jackson County, Alabama. ⁴¹

After he received a corrected deed to the property holdings of the Alabama Black Band Coal, Iron, and Railroad Company, Ray Vaughn Pierce and his brothers continued to buy land on the Cumberland Mountains in Jackson County. They purchased land that contained mineral deposits as well as land that was rich in timber. Unlike their predecessors the Gordons, the Pierce Brothers did not often engage in third-party leases. They instead bought the land outright so as to avoid any future conflicts. They were, without a doubt, much more polished businessmen than what the Gordons had proven to be during their operation of the Belmont Coal and Railroad Company.

Pierce Development Company Incorporates

The Pierce Coal and Lumber Company was based in New York. All of the stock holders and company officers lived in the north with the exception of Franklin Pierce. The company sought to continue expansion of its Southern operation. In 1910, the Pierces

petitioned the court to incorporate their company under the name
Pierce Development Company:

CERTIFICATE OF INCORPORATION
OF
PIERCE DEVELOPMENT COMPANY

We, the undersigned in order to form a corporation under
and pursuant to ARTICLE #1, of Chapter 69 of the Code of
the State of Alabama, do hereby certify as follows, to-wit:

First: The name of the corporation is PIERCE
DEVELOPMENT COMPANY.

Second: The objects for which the corporation is formed
are:

To acquire, own, lease, occupy, use, develop, or deal in
lands containing coal, gas, ores, or other minerals, or mineral
substances, also timber or agricultural lands.

To carry on the business of mining, coal or other
minerals, mineral substances or ores, quarrying stone and
lumbering, upon the lands of the company or upon any other
lands; and to bore or prospect for the same.

To manufacture coke, lumber, brick, cement, and any
and all other products or by-products thereof; or of the lands
owned, acquired, leased or occupied by the company; to buy,
sell or otherwise to deal or traffic in, coal, coke, ores, wood,
lumber; stone and any of the products or by-products thereof
and any other products or by-products of the lands of the
company.

To buy, sell, and deal in general merchandise in
connection with the other business of the company, and to
establish, equip and carry on stores for the same.

To carry on the business of agriculture, and to establish,
maintain and carry on experimental farms or agricultural
stations in connection with the properties of the company, or
otherwise, as may be deemed calculated to promote the
business of the company or to enhance the value of its
properties.

To construct, maintain and carry on mills, factories, store
houses, houses for employees, and works and equipment of
all kinds necessary or convenient in conducting the business
of the company.

To acquire, own, lease, build, or operate in connection
with the properties of, or for transporting the products of the
company, railroads, docks, roads, tram roads, canals,
barges, tow boats, terminal facilities, and other means of
transportation.

To engage in and carry on any other lawful
manufacturing, mining quarrying, construction, or merchan-
dising business, or any other lawful business capable of being
conveniently carried on in connection with the above or

calculated to enhance the value of the property or business of
the company.

Third: The location of the principal office in the State of
Alabama shall be at the City of Bridgeport, in the County of
Jackson in the State of Alabama.

Fourth: The amount of the total authorized capital stock
of the company is one hundred and twenty five thousand
(\$125,000.00) dollars,
divided into twelve hundred and fifty (1250) shares of the par
value of \$100 each and the amount of the capital stock with
which the company shall begin business is thirty one
thousand, three hundred (\$31,300.00) dollars.

Fifth: The name and post office address of the officers
designated to receive subscriptions is as follows:

NAMES	ADDRESSES	SHARES
Franklin D. Pierce	Long Island P.O. Alabama	2 \$200
R.V. Pierce	663 Main St. Buffalo, N.Y.	300 \$30,000
Hugh C. Pierce	Bound Brook N.Y.	2 \$200
V. Mott Pierce	663 Main St. Buffalo, N.Y.	3 \$300
Ralph W. Pierce	663 Main St. Buffalo, N.Y.	2 \$200
F. Duane Pierce, Jr.	663 Main St. Buffalo, N.Y.	2 \$200
Joseph H. Morey	8075 Morgan Buffalo, N.Y.	2 \$200

State of Alabama.
Jackson County.

I, J. B. Hackworth, Judge of Probate in and for said
County and State hereby certify that the foregoing certificate
of incorporation was filed in my office for registration on the
24th day of January, 1911, and was duly recorded and
compared

J. B. Hackworth
Judge of Probate. ⁴²

In order to comply with the legal requirements of
incorporation, the Pierces had to open stock subscriptions for the
company. The subscriptions were opened within days after the
incorporation was approved. The Pierces and their investors
purchased all of the stock subscriptions that had been made available
for the company. They each purchased shares, however,
Ray Vaughn Pierce purchased the majority of the stock.

Certificate of Incorporation
Pierce Development Company
663 Main Street, Buffalo, NY

Capital Stock: \$125,000. 1250 shares per value \$100
Amount of capital stock sold: \$31,300

Name of Subscribers	Address	No. of shares
V. Mott Pierce	Buffalo, New York	3
Ray Vaughn Pierce	Buffalo, New York	300
Franklin D. Pierce	Long Island, Alabama	2
Ralph D. Pierce	Buffalo, New York	2
F. Duane Pierce, Jr.	Buffalo, New York	2
Hugh Pierce	Bound Brook, New Jersey	2
Joseph H. Morey	Buffalo, New York	2 ⁴³

After the petition for incorporation was granted, the Pierces then began to purchase additional land in the area to increase the size of their operation. These land purchases provided additional mineral resources for the Pierces. The following transfers are taken from the deed book records at the Jackson County Courthouse:

Date	Grantor	Acreage	Deed Book
1910			
Feb. 16	Sam Pickles	-	Book 43, p. 308
	Eli Gould (Gold)	40	Book 44, p. 239
	S.J. Mayhew	undivided 1/13	Book 44, p. 159
Apr. 4	Ulysses S. Allen	120	Book 44, p. 137
Apr. 4	James M. Isbell	88	Book 44, p. 238
April 4	T. West	-	Book 44, p. 247
June 3	W.B. Gantle	-	Book 44, p. 248
June 13	Benjamin Sharp	-	Book 44, p. 249
June 11	John Cornelison	80	Book 44, p. 251
July 16	James M. Selby	280	Book 44, p. 284
July 26	James S. West	40	Book 43, p. 405
July 10	A.W. Woodall	120	Book 43, p. 405
Aug. 3	F.O. Hurt heirs	650	Book 43, p. 10
Oct. 5	W. Benton Gentles	80	Book 43, p. 449
Dec. 30	Callie Woodall	120	Book 43, p. 503
Dec. 30	Charles Cargile	1075	Book 43, p. 503
1911			
	James Beeson Estate	280	Chancery Court Sale ⁴⁴
	C.S. Freeman	360	Book 46, p. 137

The Pierces were now ready to open for business under the name Pierce Development Company. They had purchased

several hundred acres of mineral and timber rich land on the Cumberland Plateau. All that was left for them to do was to identify a site, hire workers, and begin mining coal. Each of these goals would be easy to achieve. The articles printed in the local newspapers about the Pierces had created an anxious supply of workers who were ready to go to work in the mines.

The Belmont Mines Reopen

In 1912, the abandoned Belmont Mines were officially reopened under the name of the Pierce Coal and Lumber Company. The Pierce Brothers opened this mining operation with promises of success and steady employment for area residents.

The effects left by the Gordon Brothers' poor management style slowly began to disappear as the Pierces brought in modern mining equipment. Since the time that the Gordon Brothers had abandoned the Belmont Mines, the mining industry had experienced a lot of industrial developments. The Pierces were armed with new technology, which undoubtedly attracted workers.

One of the major changes that occurred under the Pierces was the changing of the name of Menlo to Piercetown. During the time lapse between the Gordons' operation and the Pierces' arrival to Menlo, the town had deteriorated. There was much work to be done in order to bring the town up to a functional level.

The buildings in the old mining town had to be refurbished because the untreated wood had dry rotted. A bank vault was needed in order to keep the company earnings and employee wages safe. An icehouse was constructed to preserve meat for the company store.

Reliable access to the area was needed in order to have uninterrupted trade. The wagon roads had been washed out with heavy rains, therefore, had to be repaired. In addition, the incline and narrow gauge railroad near the Blowing Cave also had to be restored.

With such an extensive list of repairs, the Pierces were certain to have many job opportunities for the reconstruction phase of the town, in addition to work in the mines. The residents must have been quite pleased to have these opportunities placed before them in an otherwise isolated town.

The Pierce Railroad System

In 1912, the Pierce Development Company, an established parent company of the Pierce Coal and Lumber Company, entered into an agreement with the Southern Railroad of Washington, DC, in which the railroad company would build tracks connecting with the track owned by the Pierce Coal and Lumber Company at Limrock. The August 13, 1913 edition of *The Progressive Age*, mentions the construction of the railroads:

Local News

...Dr. R.V. Pierce is still building railroad. The road when completed will be 12 or 15 miles long, running from Limrock to Fork Mountain. The road on top is a narrow gauge. The coal in Fork Mountain is very good, the vein is about 34 inches. Dr. Pierce has two saw mills in operation.

The construction phase must have been progressing extremely well. In the September 24, 1913 edition of *The Progressive Age*, the editor notes that the rails are in operation:

...The railroad track is laid within a mile of the Latham Narrows. The car is running six days a week.

...Dave Flurnoy, a miner, was killed by a falling rock while working in the Pierce Coal Mines here last Friday.

Around 1910, before the organization of the Pierce Development Company, Ray Vaughn Pierce and Franklin D. Pierce, were buying mineral and timber lands in the area. Their experiences in mining coal and building railroads on Sand Mountain enabled them to understand the difficult task of transporting cargo through rough terrain.

During their land acquisitions, the Pierce Brothers bought several acres of land which showed no promise of return on either the mineral or lumber resources. This worthless land, however, connected with areas containing deposits of coal and good timber. Undoubtedly they anticipated the building of a rail transport system and saw their land as valuable in this regard.

The Pierces envisioned a very complex and detailed system for transporting coal and timber down the mountain. The rail system began where Limrock and the Southern Railroad tracks connected. The switches, the setoff track, the crossover and the connecting spur were each built and owned by the Southern Railroad Company per

the agreement. The Pierces built a 2 1/2 mile standard gauge railroad through Gentles Cove over the old tracks up to the Blowing Cave at the 650 foot level. A three-rail incline was built connecting with the tracks at the 1200 foot level that was built by the Gordons.

From the top of the Blowing Cave incline, a narrow gauge railroad was built that followed the 1300 and 1400 feet contour line to the site of the old Belmont Coal Mines. At each portal in the coal seam, a short spur track and tipple were built. A tram from the mine tracks to the tipple allowed the loaded cars of coal to be discharged directly into the tipple or to an empty car under the tipple.

The Pierces had purchased several additional acres higher up on the mountain, and now sought to open portals at various points on this land. In order to do this, a new railroad and a new incline would have to be built at 1500 and 1600 feet of elevation. Therefore, a second incline was built at the extreme northern part of the Sinks. The incline was approximately 500 feet in length with a vertical rise of 140 feet. This incline operated by the standard steam-powered drum, but did not have a tipple. The descending loaded cars were either moved down to the Blowing Cave incline or placed on a side track until the dinky engine could move them.

After the second incline had been successfully installed and coal was being mined, the Pierces pushed higher up the mountain, and opened yet another incline on Fork Mountain. The third incline was a two-rail incline, which was designed for handling coal only. This incline was the last segment of the railroad system designed and built by the Pierces.

The Closing of the Mines

The Pierce Mines had been operating successfully since 1912. During their operation of the mines, they reopened the Belmont Mines, and then went on to open two additional inclines at higher levels on the Plateau. In the eight years that had passed, Ray Vaughn Pierce and Franklin D. Pierce had ran a profitable organization with hardly any controversy.

A factor which contributed to success of the Pierce Coal and Lumber Company and the Pierce Development Company is that the companies were not structured to generate quick profit at the expense

of its employees. The Pierces had lots of financial resources and were not planning a get rich quick scheme. Their coal mining operation was considerably large and generated a very steady profit, which they did not squander.

Another factor which contributed to their success is the manner in which the Pierces treated their employees. The company provided comfortable homes and fair wages, which in return rewarded the company with loyal employees. In an interview with Mary Wallingsford she relates her experiences with the Pierce Coal and Lumber Company:

The commissary was stocked with a wide variety of food and clothes. There was an ice house for keeping fresh meat. The miners were paid with script and tokens. The Pierce laborers were loyal to the company.

As World War I ended the demand for coal declined, and the mining business was becoming less profitable than it had been in the past few years. The manufacturers no longer needed large supplies of coal to produce tools and other items of war. The local smaller mining operations were able to meet the demands of the town residents at a competitive price. The Pierces understood that their season in the mining industry had come to an end. The Pierce Coal and Lumber Company was dissolved on December 1, 1919:

Whereas Pierce Coal & Lumber Company is a corporation organized and existing under pursuant to Article 1, Chapter 69, of the Code of the State of Alabama, having its principle office in the city of Bridgeport, County of Jackson, State of Alabama, and whereas the holders of all the capital stock of the said corporation Pierce Coal and Lumber Company desire to dissolve said corporation, pursuant to Section 3510 of Article 8, Chapter 69 of the Code of Alabama.

Now, therefore, this agreement made between said corporation, Pierce Coal and Lumber Company, and all the holders of all of the capital stock of said corporation, Pierce Coal and Lumber Company.

Witnesseth, the parties hereto do hereby agree that said corporation, Pierce Coal and Lumber Company, the, and the same hereby is agreed to be dissolved.

In witness whereby the said Pierce Coal and Lumber Company has caused these presents to be signed by its

President and its corporate seal to be hereunto annexed and attached by its Secretary, and other parties hereto have hereunto set their hands and seals this first day of December, 1919. ⁴⁵

After the shutdown of the Pierce Coal and Lumber Company, Erasmus 'Ras' Cowart Shelton was hired as the new custodian for the mines. Specifically, he was responsible for maintaining the condition of the mines, keeping a watch fire, and acting as tour guide for prospective buyers.

Education at Pierceton

The Northwest ordinance had designated the 16th section of each township for educational purposes. In Jackson County, the income generated from the 16th section was not enough to support a school system. Therefore, Jackson County exercised its option to sell the land in the 16th township and apply the income from the sale toward the establishment of a public school system. As a result, the township school ordinance in Jackson County was phased out and the McAllister School District was established.

Since the township school trustees were no longer in position, the new trustees were now appointed by the County Board of Education. The trustees continued to determine the school term. However, there was still no consistency to the length or frequency of the school term. Therefore, the students were obliged to take advantage of the learning opportunities as they arose.

The first official public records of educational activity in the McAllister School District are dated 1908. School censuses, well-kept personal notes, news articles, and notes from the records of the Jackson County Board of Education have provided us with a retrospective on efforts to educate the young residents of this area.

May 14, 1910, Oscar Allen was employed to teach for three and half months at a salary of \$29.81. Therefore, school was provided from May until mid-September. Classes were not offered again until October 14, 1911 when Ora Mae Ross was employed at a salary of \$30.00 to teach for one month.

There are no records of any schooling activity taking place during 1912. The school did, however, relocate to a new building, and the name was changed from McAllister to the Pierceton School District.

On November 8, 1913, Ora Mae Ross returned for a one-month session at salary of \$45.00. School was again closed until July 7, 1914 when Ann Witcher contracted for a three-month session to last until October 1914.

The year of 1915 saw the first extended school session for the Pierceton School District. Samuel West contracted for a three-month term at a salary of \$45.00. His term would last from March 20, 1915,

through June of the same year.

An instructor by the name of H. Brown then contracted for a three month term also at a salary of \$45.00. His term was to begin November 13, 1915, and last until February 1916. Although it was divided into two three-month sessions, it was the first sign of any continuous educational stability in the community at the public-funded level. It is not known for what reasons the trustees may have provided for two school sessions this school year, but in the following year, they resumed their pattern of one three-month session per year.

Ora Mae Ross entered a third contract with the trustees for a three-month term in 1917. She was then succeeded by Vesta Odell who signed a three-month contract at \$50.00 to take place from April 13, 1918 through July 1918. The following year, Samuel West entered a second contract with the Pierceton School District for a two-month session beginning October 16, 1919. His salary was agreed upon at \$37.50.

In 1920, the Pierce Brothers ceased operating the mines at Pierceton. With the closing of the mines, employment opportunities were scarce. The town began slowly to shut down, taking with it the school.

In an effort to keep providing public-funded educational opportunities in the area, Pierceton School was relocated to Pleasant Grove (Groves). Even though the school had relocated in an effort to continue operating, records indicate that no school term was held during 1921. Teachers were hired on an as-needed basis. The main criterion for determining the need for a teacher was enrollment. With the closing of the Pierce Mines, most of the residents had moved on to other mining locations. As a result, there were not enough students left in the area to justify the operation of the school.

Personal Interviews

Clyde Gentles
Viola "Vicie" Cain
Dewey James

People of Pierceton

Mit and Mag Gentles
The Sisk Family
Dewey James, Sr.

Artifacts

Letter from Franklin D. Pierce, M.D.
Pages from a date book published by the Pierces
Map of Pierceton, Alabama
Sketch of proposed railroad linking Southern
Railroad with Limrock

Photographs

The Pierceton Icehouse
The Pierceton Bank Vault
Mit and Mag Gentles
Mit Gentles
Dewey James, Sr
Benjamin Allen and two unknown miners.
The Sisk Family

Clyde Gentles



My name is Clyde Gentles. I was born April 13, 1892. My father was Milton Gentles. His nickname was 'Mit.' He married and opened his first store in October of 1882. He was the postmaster at the time the name of the town Boyd's Switch was changed to Limrock.

The first small store building was located on the ridge across the railroad from the present (or fourth) building. We lived in one of the railroad builder's shanties. The house had two small rooms across the front with a lean-to shed kitchen. I remember my mother cooking our meals on a dirt floor.

The second store building was built on the north side of the railroad across County Road 19 from the present building. The third building was built a few feet east of the present building.

During the 1920's, this third building served as a storeroom or warehouse for the business. The front of the old building at one time contained a barber shop. At the turn of the century, the economy of Limrock was based on farming and the timber industry.

My father, Mit, opened his first store about the time the Belmont Coal and Railroad Company Closed. In 1910, we heard rumors of the reopening of the Belmont Mines. In 1912 these rumors became reality. The Pierce Coal and Lumber Company had been buying coal and timber lands on Cumberland Mountain. The talk at

Limrock was that the total purchase was close to 30,000 acres.

During the fall of 1912, and the winter and spring of 1913, the Pierce Coal and Lumber Company completely rebuilt the branch line to Blowing Cave in Gentles Cove. A new locomotive named 'Aunt Huldy' moved new equipment to the bottom of the newly rebuilt incline. Local farmers, with wagon and team, were employed to move building material, a sawmill, a new steam powered drum, and food supplies from the Gentles Cove rail head to the new town of Pierceton. Coal miners from the North Alabama Coal Company at Bryant, Alabama, moved to Pierceton to reopen the Belmont Mines. Very little mining had been done since 1885.

When the new drum was installed, a new narrow gauge locomotive, 'the dinky,' arrived at Limrock. A few older residents remember a similar arrival in 1879 when the 'Little Mable' arrived. The flat car on which the new locomotive rode was quickly moved to the bottom of the incline at the Blowing Cave. With great engineering skill, this locomotive was unloaded and drawn up the incline. This locomotive would move over the three and one-half mile track, narrow gauge, from the mines to the top of the incline.

My father and I built our third store building to accommodate the growing needs of this community. We did not furnish any of the construction supplies and food products used by Pierce Coal and Lumber Company. Their supplies were unloaded from the freight cars of the Southern Railroad and transported directly to Gentles Cove. We saw the large quantities of food and clothing that would stock the company store at Pierceton. These included men's, ladies', and children's clothes and shoes, sacks of beans, flour, and meal, case after case of canned goods, and a wide variety of household supplies.

By mid summer of 1913, empty coal cars were left on the side track near the depot. 'Old Huldy' would move these empty cars to the tipple at the Blowing Cave. 'Old Huldy' now moved cargo both ways. Cars loaded with coal and lumber arrived daily at the Limrock siding. These cars were picked up by the next freight train. Incoming supplies and equipment consigned to Pierceton in car load lots were moved to the Blowing Cave for unloading. Smaller loads were loaded on to the Pierce cars. Our business grew as more of the local people were employed by the company.

The people at Limrock and Larkinsville were aware of a much larger project being developed farther up on the mountain. We had a ringside seat to parts of this activity. We saw the arrival of another steam powered drum. Another 'Dinky' locomotive, piggyback on a flatcar, hundreds of heavy iron rails, bed plates and bands of rail spikes arrived. More workers were hired. Some of these laborers were local people. New houses were built at Pierceton. Miners and their families arrived by train. They waited at the depot until 'Old Huldy' arrived with a suitable car for transporting passengers. This modified caboose type car was used for transporting commissary supplies and passengers.

On several occasions, I rode this supply car to the incline. All supplies, equipment, and passengers were transferred to empty mining cars for the ride up the incline and eventually to Pierceton. There were many duplex residences along the up side of the railroad. There were a few single residences houses for the families of the management. There were warehouses for the storage of mining tools and supplies.

I was allowed to see the mining operation. From each mine portal the company had built a wooden tramway. The loaded coal cars were moved over this tramway to a short siding along the narrow gauge railroad. Empty coal cars on this siding were filled as the underground carts or cars arrived. A swivel and a hook in the tram rails allowed the whole load of coal to be dumped into the car on the siding. These trams were built at the mines whose portals were much higher than the elevation of the railroad tracks. Some mine portals were on the same level as the railroad. The loaded cars were moved to the railroad where the 'Dinky' pulled them all the way to the incline. At the bottom of the incline, these cars were unloaded in the tipple, or perhaps directly into a Southern Railroad hopper car.

After the Fork Mountain Mines were in operation, I was allowed to ride a supply car the full length of the eight mile railroad. I had uneasy feelings as we crossed the high trestle across Pole Creek. I saw the Fork Mountain incline and entered the mines there. There was more head room in the Fork Mountain Mines. The heat from the steam drills created very unpleasant working conditions.

As I traveled this railroad, I saw several spur tracks where loaded lumber cars were waiting to be moved to the second incline. At this incline,

the loaded cars were lowered to the waiting locomotive for the trip over the bench railroad and lower incline to be unloaded. Along this line, telephone wires were visible. Communication between the various aspects of the large operation would be necessary.

My father and I had wondered why the company needed the two larger locomotives that had recently passed through Limrock. These locomotives were moving vast quantities of coal and lumber from the mines and mills. These products soon found their way to the Southern Railroad at Limrock.

At the height of this operation, in 1917, the company had five or six locomotives, thirty to forty mining cars, eight or ten trams, twenty heavy lumber cars, four sawmills, a commissary building, an office building, eight or ten single family residences, twenty or more duplex residences, an icehouse, a bank vault, possibly one hundred employees and their families, and a school house. One of the locomotives operated over the standard gauge railroad from Gentles Cove to Limrock. The Jackson County Board of Education directed the instructional program at Pierceton School.

My father and I saw this large operation pass from the Pierces in 1919 to smaller operators during the 1920's. By 1935, the operation was largely abandoned.

Viola "Vicie" Sisk Cain



Our family lived in Bridgeport, Alabama before moving to the Sinks in 1913. My father had worked in the Pierce Coal Mines there. Some of the people live in Bridgeport now. My Father took sick and died a short time after the family moved to Piercetown. It was necessary for my older brother to work in the mines to support the family. I married Fletcher Cain. I did not have the opportunity to attend school very much.

Dewey James



My name is Dewey James. I was born in Manchester, Tennessee in 1898. My father, J. T. James, and our family settled on Cumberland Mountain in the Winger Community, north of Larkinsville, Alabama. Our farm was near the Gold (Gould) Cemetery and Winger School. Since the closing of the school, the community is referred to as the Letcher Community.

The Winger Community revolved around the school house and the Gold Cemetery along present day (1995) County Road 15. Today, Letcher Community extends along County Road 17 from Skyline Monument Company to the intersection of County Road 8.

My first association with Dr. Harry Pierce of Bridgeport, Alabama, was at the time he asked my father to work for him. This was in the summer of 1913. My father and his team of mules were needed to build a railroad from the Sinks (McAllister), to the coal mines on Fork Mountain. I was hired to be the water boy for the timber cutters, who would clear the right of way.

Before the timber cutters started their work, I followed Dr. Pierce and his horse as he laid out the route. No instruments were used. Every available laborer was hired to clear the route. The small trees were converted to hand hewn crossties. The large logs would be sawn into lumber after the sawmill was in operation.

The first construction of this railroad was at the north end of the Sinks. Dr. Pierce brought a team of very large oxen to pull out the stumps. Once the stumps were removed, the oxen were hitched to a very large turning plow. The loose dirt was moved by slip scrapes from the high places on the route to the low places by slip scrapes. These scrapes were pulled by two mules. This is what my father did. My job was to provide drinking water for these workmen. The work went on for 12 to 14 hours each day, six days a week. Dr. Pierce would not allow work to be done on Sunday.

When the dirt grade was finished, the cross ties were laid in place. Dr. Pierce was a good organizer. There were farmers from Larkinsville arriving with wagons heavily loaded with rails, bed plates, and spikes. The road up the Cumberland Mountain from Larkinsville was along the present day County Road 17.

In the fall of 1913, progress on the railroad was slow. The farmers at Larkinsville and Limrock were harvesting their crops. Dr. Pierce asked my father if there were other farmers with mules wanting to work. My father told Dr. Pierce he had another pair of mules. If Dr. Pierce would allow me to work, another slip scrape operator would go to work. I did.

While all this railroad building was being done at Letcher, the Pierce Coal and Lumber Company was rebuilding the railroad from Limrock to the incline at the Blowing Cave in Gentles Cove. The town of Menlo-Piercetown was being rebuilt. The store, office building, and combination church and school were built with newly sawn lumber. The former Belmont Mines were being worked. The incline and narrow gauge railroad were rebuilt. In all, I guess there were one hundred men working for Dr. Harry Pierce. He seemed to be everywhere.

The wagons continued to arrive from Larkinsville. The cargo consisted of a complete steam sawmill, a heavy duty steam-powered drum, axes, crosscut saws, hammers, nails, rail, bed plates, and spikes.

At the north end of the narrow gauge railroad another incline was constructed. The new drum was installed at the top of the incline in such a position that cars on the lower Sinks railroad could be moved to the newly built railroad on top of the mountain. A new small locomotive was brought up the short incline to operate on the new railroad. New coal cars and flat bed lumber cars were brought up the short incline.

After the sawmill began operating, steam-sawn ties were used. The wagons from Larkinsville came no more. All necessary items for this large construction project, and the expanded mining operations in the Sinks, came by rail.

When the track building crew arrived at the site of the first trestle near Pole Creek, our job was to build the abutments. Large stones were arranged in the form of a large 'U.' The bottom of this 'U' would be built against the low end of the trestle. Using the oxen and a wheeled scrape, this 'U' was filled with smaller stones and dirt. When the road bed was level with the top of the trestle, the cross ties and rails were put in place. This allowed the work train to bring up the next load of rails and ties. The road bed or grade crew continued their task of stump pulling and dirt moving. The approach to the Pole Creek trestle required a high stone abutment in order to hold the fill materials. Many large semi-shaped stones were laid atop each other without mortar. It required many loads of dirt and fill material to bring the grade up to the top of the trestle.

Once the road bed and trestle were ready, the track crew followed, installing the crossties and the rails. The grade crew moved their equipment to the west side of Pole Creek Gorge. Using dirt removed from a deep cut, the abutment was filled at the west end of the trestle. The grade crew continued to build the road bed for approximately one mile west, where another incline was constructed.

I did not help build the Pole Creek Incline. After sawing the construction timbers and lumber, the four Pierce Sawmills were sawing lumber for the open market. The United States was being drawn into the War in Europe. There was a great demand for lumber and heavy construction timbers. The small locomotive could not handle the increase in coal and lumber cargo from Fork Mountain to the second incline.

Two new locomotives arrived to handle the increased traffic on the mountain portion of the line. The track maintenance crew, this is where my father and I worked, had to rebuild sections of the railroad. The locomotives could negotiate the short curves of the original tracks. With arrival of the longer and heavier locomotives, we had to rebuild, and sometimes even relocate the tracks. The track crew consisted of 12 to 15 men. As the sawmills exhausted the trees at one place the mill was moved to the next stand of trees. The management policy was: move the sawmill to the trees. We had to build branch railroads to the mill.

These heavier engines, and loaded lumber cars were constantly creating problems on the tracks. In wet weather, the engines would cause the ties and the rails to sink in the muddy road bed. A washout on the grade would cause the locomotive to tilt to one side and in some cases leave the tracks. The road building crew had a never-ending job. It was the train crews' job to keep the engine and cars on the tracks. It was our job to repair or move the tracks. As I said before, there were in the neighborhood of 100 employees working 10-12 hours, six days a week. No one worked on Sunday, except in an emergency.

There were very few families living at Alto or on Crow Mountain. The population of Pierceton was about one hundred people. These families lived in the company houses. There were maybe eight or ten families living at Pleasant Groves, and a few more living at Wininger-Letcher. The company had built a combination school and church house at Pierceton. Religious services were well attended in all these communities on Sunday morning.

The Sunday afternoon activity for the teenagers and courting couples was the trip to Limrock to see the trains. We boys from Letcher and Wininger would walk to Pierceton. There we were joined by other boys and girls. An empty coal car would be made ready. The making ready consisted of removing the coal dust and finding two or three stout scantlings—2" x 2" x 6"—to serve as a brake. All passengers for the trip loaded in the coal car. If additional cars were needed, they were available.

After the push off, it was down hill to the top of the incline some two miles away. As gravity took over, the ride became rougher and faster. The scantlings were inserted between the turning wheels and the iron frame of the car. By applying pressure to the wheel rims, the car could be slowed down. Sometimes friction would cause the

scantling to smoke or catch fire. The reserve braking system was put into use, another scantling. We knew this was dangerous, but we had the approval of Mr. Fuller, the mining superintendent for the Pierce Coal and Lumber Company. His daughters went with us. The oldest one went with me. The drum operator had enough steam to lower us to the tippie. At this point we were on our own. The repair crew for the standard gauge railroad kept a lever car at the tipples. We would all get aboard and the boys would furnish the motive power for the two and one-half mile ride to Limrock. Of special interest were the two passenger trains. I must say that this trip was not made during cold or rainy weather.

This was during World War I, when many freight and troop trains passed Limrock. These trains did not stop at Limrock, but No. 36 and No. 43 did stop. All of the small stations along the southern railroad had a passenger depot. There were separate waiting rooms for blacks and for white people. If someone planned to catch the down train for Huntsville or Memphis, it was not uncommon for the family or relatives to come see them off. If a passenger was expected, the family would come to the station to welcome them home.

This down train arrived from Scottsboro and points east about 4:15 p.m. The spectators at the depot had opportunities to wave at a pretty lady seated by the open window, or chat with the porter or cook through the opened half doors not in use. This was a fun thing. When a citizen of remote Pierceton exchanged pleasantries with a passenger bound for Memphis, or perhaps Dallas, or California, this incident was worth the trip. The Pullman car attached to this train was usually dropped off at Chattanooga. After No. 36, the down train departed, part of the depot crowd also left. The up train from Memphis to Washington or New York was equipped with a diner and Pullman Cars. Most of the passengers would eat and sleep aboard until the train arrived at Washington or New York. This train arrived at Limrock after 5:00 p.m. A special passenger car, second class or poorer, was next to the express and baggage car for local passengers. A local man or woman from Woodville or Huntsville would emerge from this car. Anyone departing for Scottsboro or Chattanooga would be directed by the conductor to this car. Being closer to the engine, the passengers in this car received their share of soot and ashes from the

engine exhaust. The Pullman sleeper cars kept their windows closed. Fans would draw filtered air from the outside. The local passenger car stopped near the depot. The Pullman Cars were several cars down the track. The watchers at the depot saw these cars as the train departed. This was the signal for train watchers to catch their train back to Pierceton.

The passengers on the return trip were less excited. First, there was the long walk home through the Sinks. The operator would not drum them up the incline. Also there was a feeling that they had seen a small part of another way of life which they did not share, and tomorrow is another day of the manner of living they have very few hopes of changing.

We made sure that each one of the young ladies was escorted to her home. We boys had a two mile walk along the railroad track before we arrived at our homes in Wininger.

I moved to Huntsville in about 1919 to work in the cotton mills. Except when I visit my daughter in the Nat Community west of Wininger, I have had little contact with the area I knew so well as a boy. In closing, I will say that I never worked in the mines as a miner.

Copy of a letter written by Franklin Pierce, M.D.

Professional Advice

R.W. PIERCE, President
F. D. PIERCE, Vice-President

V. MOTT PIERCE, Treasurer
J.H. MOREY, Sec'y & Counsel

All Orders Subject To Strikes And Other Unavoidable Causes Of Delay

PIERCE DEVELOPMENT CO.

MANUFACTURERS OF

HARDWOOD LUMBER

MAKE ALL SHIPMENTS
TO LEBROCK, ALA.,
UNLESS OTHERWISE ORDERED
SEND DUPLICATE INVOICES
TO PIERCETON, ALA.

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE

Bridgeport, Ala.,

Oct. 16th, 1918
Mrs. C.C. Boyd,
City.

Dear Madam:

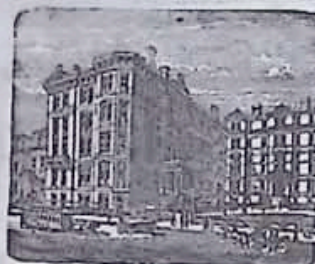
I advise you to get half an oz. of Sulphate of Zinc, and dissolve a heaping teaspoonful of it in half a glass of hot water; wind a small piece of cotton on a uterine sound or stiff piece of wire of suitable length, saturate the cotton with the Zinc solution, and apply through the mouth of the uterus to the uterine cavity, turning it around gently. Repeat this application every two or three days, and continue the douches as you have been doing.

I advise also that you get an ounce of freshly made up Fowler's Solution, and give your mother of it three times a day, after meals, beginning with five drop doses and increasing the dose a drop a day until you get up to ten drop doses, and administer in a third of a glass of water. Should the eyelids become swollen, omit for a few days.

When I feel stronger, I would be pleased to see your mother again and make a more thorough examination.

Yours very truly,
F. D. Pierce, M.D." 46

Pages from a personal diary dispensed by the Pierce brothers. The diaries were professional calling cards, which contained advice from the Pierces regarding various ailments. 47



INVALIDS' HOTEL

A MODEL SANITARIUM AND SURGICAL INSTITUTION.

The Invalids' Hotel is not a Hospital, but a Pleasant Home and Home, equipped with all the latest of modern medicine and surgery, for the treatment of Chronic Diseases.

We have not the space to speak individually of the ten professional men comprising the Faculty, but we say that their names are prominent among the foremost with the world in medicine and surgery. Indeed, we give them great experience and rendered them experts in their specialties. Several of them had previously distinguished themselves in practice, both as military and civil surgeons. For many years Dr. E. V. PIERCE, the founder of the Invalids' Hospital, and at present standing prominently in the medical world, and at present standing prominently in the medical world, and at present standing prominently in the medical world.

10

Dr. Pierce's Kidney Pills
Ladies' Friend
and
Kidney Pills

Memoranda.

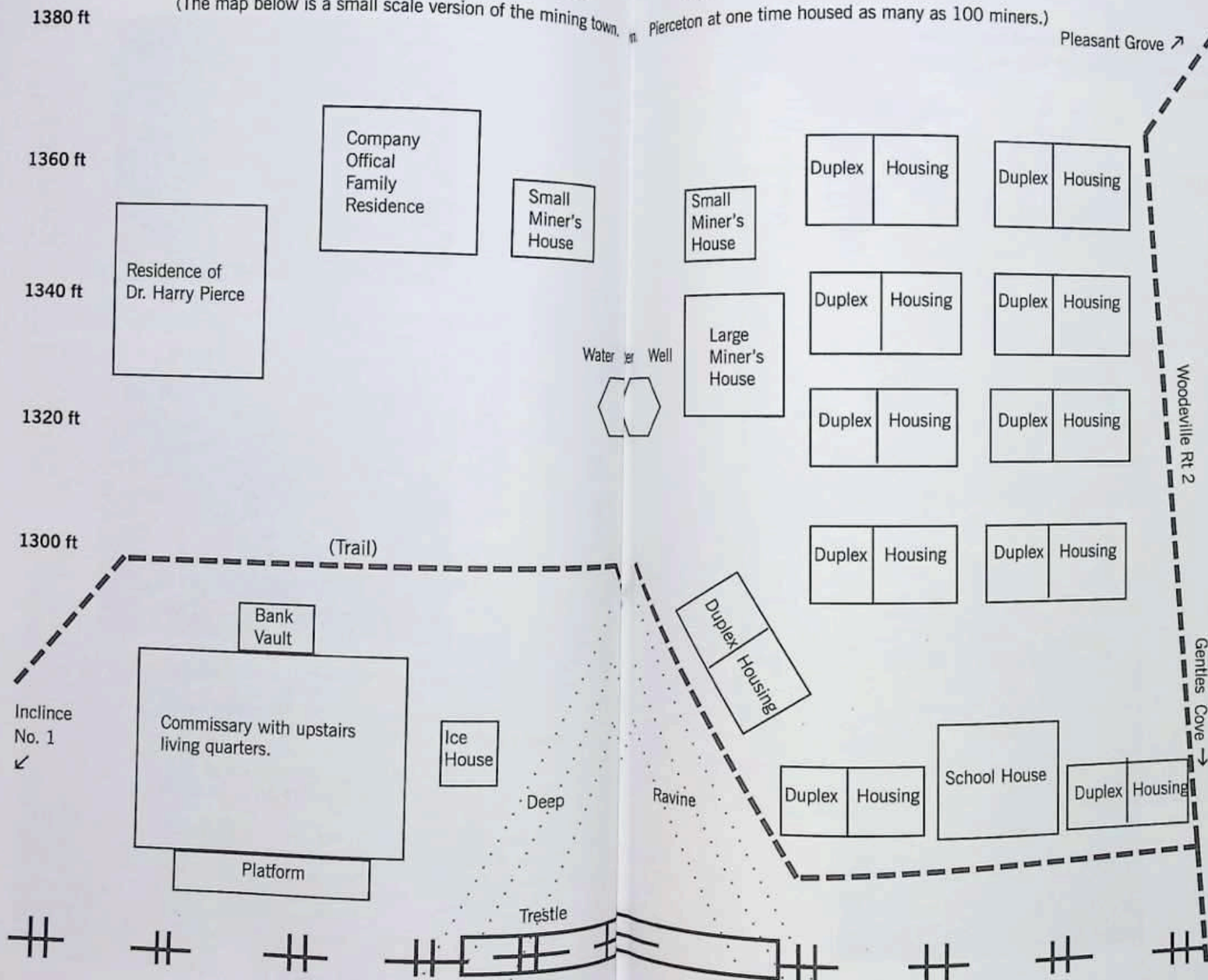
See the original
Diary of
Pierce, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 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Pierceton, Alabama

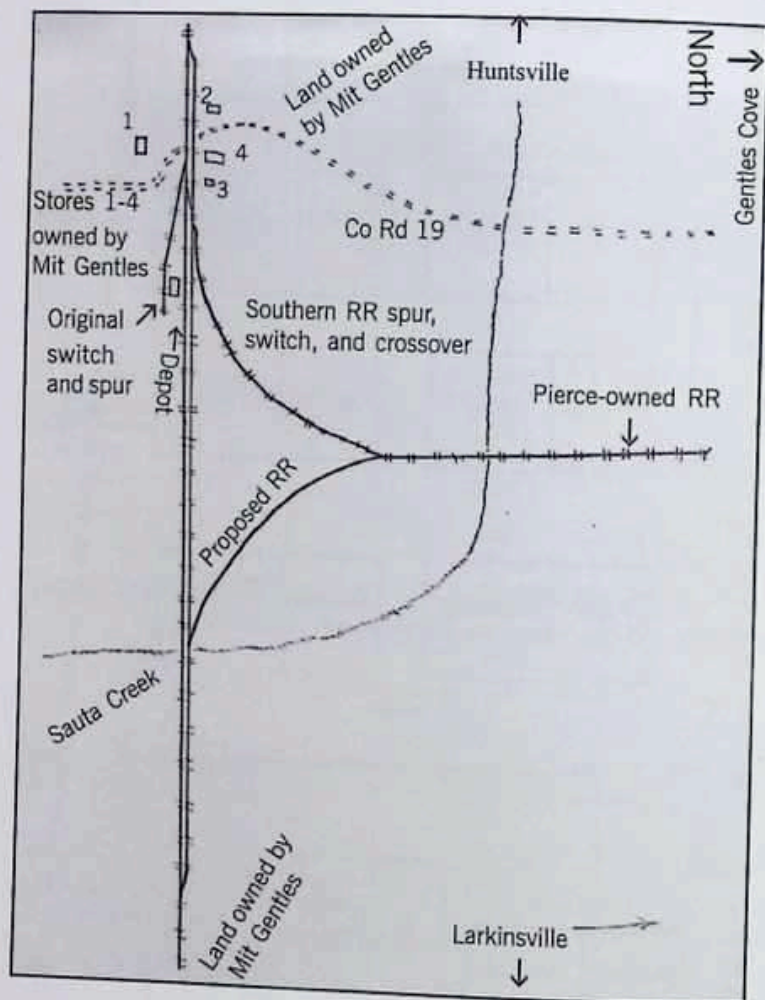
(The map below is a small scale version of the mining town.

1912-1937

Pierceton at one time housed as many as 100 miners.)



Sketch of plans for agreement between Pierce Development Company and the Southern Railroad to construct a railroad at Limrock.⁴⁸



Mit and Mag Gentles



Mit Gentles

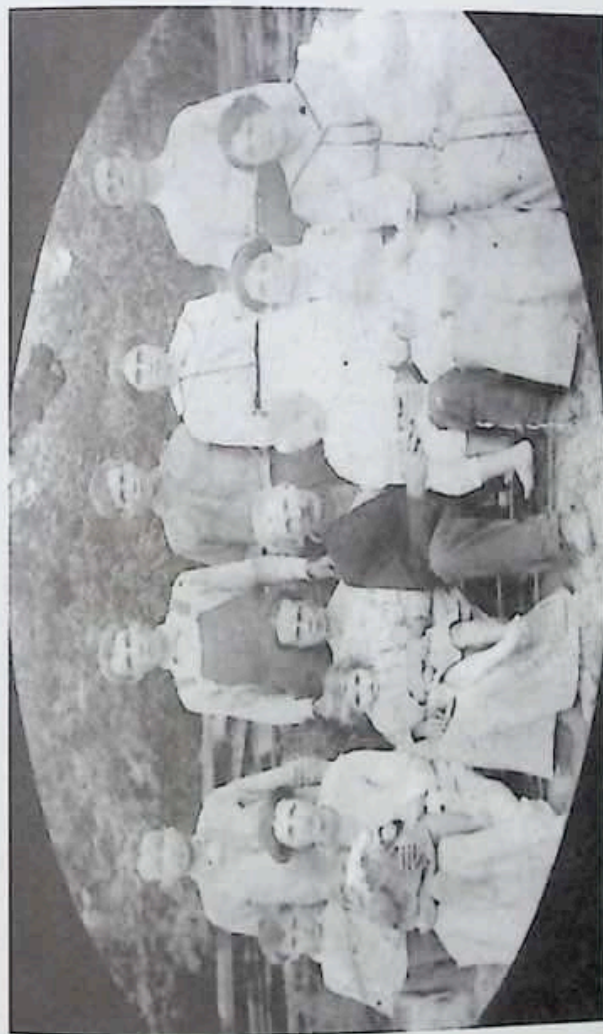


Dewey James, Sr.



Bejnamin Allen (left) and two unknown miners outside Portal 9 of the Pierce Mines.

William Sisk Family at Bridgeport 1912



Back row (left to right): James; Albert; Joe; Sally; and, William.
Seated (left to right): Fanny; Sarah; William; Belle; and, Callie.
Children (left to right): Oscar; Viola; other children unknown.

Douglass Years

Rebuidling Pierceton
1924-1931



The McAllister Family (l-r): Albert Jr, Albert Sr., Belle, Mary, and Mit.

William S. Douglass of Russellville, Alabama became acquainted with Dr. Franklin Pierce, Vice President of the Pierce Development Company, at the end of World War I. Dr. Pierce lived at Bridgeport. He had become interested in selling the large acreage of land owned by the company, which was said to contain large deposits of coal and valuable deposits of iron ore. Douglas was interested in real estate development. He convinced Dr. Pierce to employ him as the agent in charge of selling the mines at a 5 percent commission on the final sale price of the land. He collected samples of soil and coal, and placed them on display at his office. He then invited prospective buyers from Ohio and West Virginia to visit Pierceton and to see the mineral samples.

One of the prospective buyers who took interest in the samples was the Secretary of the Chamber of Commerce of the City of Florence, J. W. Paige. He asked Douglass for samples to show his associates in Chicago. Paige shared these findings with an associate by the name of A. Vere Martin. Eventually, these gentlemen became known as the "Chicago Crowd". They invited Douglass to come to Chicago for further discussion on the mineral samples. After their meeting with Douglass, they asked him

to go to Syracuse, New York, and negotiate a thirty-day lease contract between the Pierce Development Company, with himself as trustee of their interests.

Douglass went to Syracuse and negotiated a lease agreement with the Pierces on their property located in Alabama. The lease was signed by Franklin D. Pierce. Douglass returned to Chicago to meet with Martin and Paige at which time he learned that they decided that the option be made direct to them and not under his name. He agreed to return to Syracuse and renegotiate the lease in their name.

It was not until his second trip to Syracuse that Douglass met for the first time with Ralph W. Pierce, President of Pierce Development Company. During this meeting he also learned that the properties were actually owned by the Pierce Corporation and not by Dr. Franklin Pierce, contrary to his prior impression. After the meeting in Syracuse, Douglass traveled to Buffalo, New York, where he met with Joseph H. Morey, attorney for Pierce Development Company. During this meeting, he obtained an option on the properties in the name of Martin and Paige in consideration of \$5,000 to be paid on delivery of the option.

On November 21, 1924, the Pierce Development Company entered into a written agreement with Martin and Paige in which they agreed upon a lease of two years and one month, which was to begin on the December 1, 1924, and end on the January 2, 1927.

The lease property by the Pierce Development Company to Martin and Paige gave them rights to the land, railroads and railroad right of ways; all buildings thereon; and all mining, railroad, lumber and mill equipment of the Pierce Development Company. The lease included a provision for Martin and Paige to cut timber as they deemed necessary. They were to then sell the timber and keep ten percent of the profits. The remaining 90 percent was to be given to the Pierce Development Company to apply towards rent on the properties.

On June 1, 1924, \$5,000.00 was paid to the Pierce Development Company by William Douglass in the name of the Vere Mining and Metal Company. Joseph Morey executed the contract to the mining company as attorney and secretary of the Pierce Development Company. The contract was for a term of 30 days effective June 1, 1924. Douglass returned to Russellville, and made plans to move his family to Pierceton.

An Unstable Beginning

Shortly after the William S. Douglass Family was established in one of the single family houses at Pierceton, he received a letter from A. Vere Martin. The letter stated that the Vere Mining and Metal Company had been organized with the following officers: President, A. Vere Martin, Vice President, J. W. Paige, and William Douglass, General Manager. The letter explained that the officers were each one-sixth owner and stockholders. Additional owners and stockholders were Benjamin Schnewind, William B. Englehardt and a third individual who remains unknown. The letter also stated that the corporation was applying for certification in Illinois and Alabama. However, the certificate of incorporation was never granted.

Before the Pierce-owned mines and mills could be reopened, William Douglass had to focus his attention on several problems. Most of the entrances to the mines had caved in and were inaccessible. He hired Ross Shelton as the foreman to oversee the restoration of the mines. Shelton's responsibilities included hiring miners, assigning housing, and supervising the entire coal mining process.

Another problem Douglass faced was in the shipping department. On the southern end of the Cumberland Plateau, the most reliable means of transporting coal beyond Jackson County was the Southern Railroad, which traced along the foot of the Cumberland Plateau through Stephen's Gap. The tracks, however, did not pass through Gentles Cove, which is where the coal mined from the mountain was shipped out to Limrock. When the Pierces closed the mines, Southern Railroad removed the switch which connected the Pierce-owned tracks at Gentles Cove to tracks at Limrock. As a result, Douglass had to use hand cars and flats carts to move needed supplies and equipment from the train depot at Limrock to Pierceton. Shipping coal and moving supplies in this manner was a costly and time consuming system of operation. In order to speed up progress and transport larger amounts of coal, a new switch had to be installed and the tracks needed to be repaired.

Even though the installation of a switch and repair to the tracks were crucial to the daily operation of the mines, Douglass met with resistance from Martin and Paige in getting this done. It was almost as if they were not concerned with this obviously important fact. Douglass knew that without the installation of the switch and the needed track repair, the

company would not see any real profits. He wrote to Joseph H. Morey about his concerns. In return, Morey wrote to Douglass and requested that he submit to him monthly reports on company affairs.

Martin and Paige had already negotiated a thirty-day extension on their first payment due, which would have been July 1, 1924. The first extension had been agreed upon by both parties in order to give Douglass time to visit the property and take stock of what needed to be done in order to bring the mine up to par. However, since his trip down there, Martin and Paige had not recognized his suggestions for things that needed to be done. A clear example of this was their disregard for the need of a switch.

Douglass sensed that Martin and Paige would set a precedent for making payment extensions if they were allowed to make another. In his letter of August 16, 1924, Douglass wrote to Joseph Morey about some concerns surrounding Martin and Paige. From this letter, we can sense that he thought Martin and Paige were possibly double-dealing businessmen who were not as financially sound as they had led Douglass to believe:

Mr. Joseph H. Morey
Buffalo, N.Y.

Dear Mr. Morey:

If you get a request from Messrs. Martin & Paige for extension on option do not grant it until you hear from me, as they have not sent enough money to pay July payroll. I have had to put up over \$1,300.00 and I am on my way to Chicago now and they must put up what I am out and enough for Aug. payroll.

I found a nice vein of coal between the commissary and top of the incline so near the tippie will not have to use dinky engine to haul the vein is same I think that they worked at Fork Mountain 10 miles away. This will give us short haul and very cheap coal, by cutting out the long haul and one incline. I will probably run up to Buffalo from Chicago if I do, I will wire you.

Your friend,
W. S. DOUGLASS

Keep this on quiet should any of the bunch run up to see you.

From Douglass's letter, Joseph Morey sensed that the delay in getting the switch installed might suggest that Martin and Paige could not handle the responsibility of running the mines, and that they might prove unreliable businessmen. As a result, he asked Douglass to make regular reports to him regarding the activity of the company. In the following personal correspondence dated September 19, 1924, we can ascertain that Douglass agreed to comply with Morey's request to receive monthly reports:

Mr. Joseph H. Morey
Buffalo, N.Y.

Dear Mr. Morey:

The Chicago Crowd is slow in paying for the switch installation, in meeting the payrolls, etc. I have not been able to ship any coal yet. Several days ago, I wrote them that if the payrolls were not taken care of and that promptly that I would be forced to close down and notify Mr. Pierce as I did not intend to have the property liable for the Company obligations. This enclosed telegram is a reply to a telegram I sent on the 4th inst.

I shall gladly make you a report on the work here every month.

I would be glad to receive from you copies of any letters that the Chicago office may send you in regard to our affairs here.

Very truly yours,
W. S. DOUGLASS.

PS: Just ascertained crew started putting in the side track this morning. Will take only a few days to do this.

Mrs. Douglass, who had previously been in poor health, had recuperated and was taking an active role in helping her husband run the Vere Mining and Metal Company. As we can see in her following letter of February 7, 1925 to Joseph H. Morey, she sometimes acted on her husband's behalf in his absence. In her letter, she also expressed concern about the unfavorable position of the company that had been caused by the delay in the installation of the switch by Martin and Paige:

Mr. J. H. Morey,
Buffalo, New York.

Dear Mr. Morey:

The switch will be completed Monday and as soon as we get an engine for the narrow gauge road and a motor on the bench road we can begin shipping coal. However, it is so late in the season that I am afraid we shall not do much coal business before autumn or winter of next year. The neglect in sending check for the switch has caused unnecessary delay. This check was to be sent to the Railroad Company by December first of last year. I am of the opinion that my husband's company will not be in a position to carry out its part of the contract. As to the other payments on the property but I have the property in shape to ship good coal now and I certainly hope that the provisions can be taken care of when they become due.

I am enclosing you a sketch of the land that McAllister wants the use of and the land that he wants to let you have. When you get the deed for him to sign be certain to claim slushing privileges for this and adjoining property. This because if you have to wash any coal over, this will be a good place to run the slush.

I have had an attorney examine the tide of the McAllister land and he pronounced it good. I'll keep you posted as to the progress here.

Very truly yours,

Mrs. W. S. Douglass

Another major deterrent to progress for Douglass was the poor condition of the boiler and steam engine for the incline drum. Because the boiler had rusted and needed repair, it was not able to generate the steam needed to lower the loaded carts down the incline on the side of the mountain. The only method of lowering the carts down to the first incline in Gentles Cove was either by manpower or by gravitational pull. The problem with the boiler system was never corrected.

The combination of these problems and the nonchalant attitude demonstrated by Martin and Paige began to indicate to Douglass that they were very unreliable businessmen. As a result, he found himself in an extremely difficult situation because as manager of the Vere Mining and Metal Company he could not cover its operating expenses. In addition, the regular lease payments which he had negotiated for Martin and Paige were not being made as agreed. Also, since he had negotiated the contract with the Pierce Brothers, Douglass believed that he was accountable for these payments.

A Gift Of Friendship

Since he had begun managing the Pierce Mines, things had not been going favorably for William Douglass. This was about to change. He made a visit to Chicago in the Fall of 1924 at which time he met with Dr. Franklin Pierce who confided to him that he was in poor health and felt he would soon be deceased. During this visit, Pierce told Douglass that there was a certain acreage of land on Fork Mountain that was of little value. He had hoped to use this land as a goat and sheep ranch or perhaps a hunting lodge. Dr. Pierce felt close to Douglass and wanted him to have this land because of his friendship for him and because of his allegiance to the Pierce Development Company.

Franklin Pierce gave William Douglass the plot numbers of the lands, and showed it to him on a map. Douglass was not aware of what area the land covered. When Pierce died shortly afterward, Douglass met with Ralph Pierce and Joseph Morey who gave him a deed to the land.

Coal Washing Facilities

William S. Douglass was slowly conquering each obstacle standing in his way. The switch was being installed, and was soon to be completed. However, it seemed that as soon as he found a solution for one thing, another arose. His next problem was a need for a coal washing facility.

Of the Pierce-owned mines, the ones that produced the largest amount of coal were located north of the commissary. There was not much space on the Pierces' property to dump the slush from the mined coal. Therefore, some type of coal washing facility was needed to clean the coal before it was shipped to the marketplace.

There was an accessible area which could be used as a slushing pond to catch the dirty water from the coal. The area was ideal because it had no coal mines or valuable timber on the land, and it contained several sink holes. The only problem with this land was that it did not belong to the Pierces. The land belonged to Albert Eugene McAllister who had moved into the area around 1899. Since then, the area had become known as the McAllister Sinks. Each of these sinks located on this property drained into a common area, and exited through what is known as the Blowing Cave.

Douglass believed that the washer should be located on land owned by the Pierce Development Company, in order to avoid the hassle of any third-party leases and royalties. In order to build the coal washing facility, he would need 200 acres of the McAllister land. The Pierce Development Company owned 100 acres of farm and timber land west of Pleasant Grove Community. Douglass approached McAllister with the idea of swapping the Pierce-owned land for his land in the Sinks. McAllister agreed and arranged to pay Douglass an agent's commission of \$100 for the transaction if he would go to Buffalo and negotiate the exchange of properties.

Douglass considered this to be a fair process because he had been dabbling in the real estate field. In fact, it was because of his interest in the real estate business that Martin and Paige were introduced to the Pierces. Therefore, when he agreed to accept an agent's commission from McAllister for overseeing the land trade, he saw no conflict.

Douglass was simply the manager of the Vere Mining and Metal Company, which was owned by Martin and Paige. He was not an employee or under commission from the Pierce Development Company. Nor did he have a connection to Eugene McAllister. The proposed deal was to take place between the Pierce Development Company and Eugene McAllister. Therefore, the involvement of Douglass as an agent on McAllister's behalf would in no way present a conflict of interest.

Douglass approached the Pierces about the idea of swapping the land. The Pierces agreed with his recommendation for the land trade. They arranged a transfer between the Pierce Development Company and Eugene McAllister.

After the land title transfers had been completed, McAllister admitted to Douglass that he did not have the \$100 commission fee as he had proposed. McAllister proposed that he would instead deed him the timber on the lands he had obtain in the land swap with the Pierces. Douglass, his wife, and his sons owned a company known as the Franklin Trading Company. He thought that this proposition would be good for his company. He accepted the timber as payment for his agent's commission instead of the \$100 that was initially agreed upon.

Problems Mount for Douglass

Even though he was making progress with the slushing ponds, Douglass was still experiencing his share of problems with Martin and Paige. Douglass was growing very agitated with Martin and Paige as he still had no money to pay the miners. In his letter of March 16, 1925, to Joseph Morey, he expresses such concerns:

Mr. J. H. Morey
Buffalo, N.Y.

Dear Mr. Morey:

As I promised to keep you posted as to how we are getting along, I am sorry to say I have not paid all of Jan labor yet and none of the February and I do not see anything in sight to make me believe they are going to pay up. All I get is a bunch of Bull and that will not pay debts. They will send some one to Buffalo for renewal if they have not done it. I have some parties I can sell half of surface and may be all. I also have a party wanting to lease or buy mineral. I am telling you this so you can be on your look out for them.

Yours very truly,
W. S. DOUGLASS.

McAllister came up to see about the deed and is ready to sign when you get your deed in shape.

At this point, William Douglass had been making monthly reports to Joseph Morey for several months. Each of his reports focused heavily on the problems he was experiencing as the general manager with the Vere Mining and Metal Company. Simply put, Douglass felt that his associates were not living up to the conditions of the lease.

Douglass considered the overt negligence of Martin and Paige to be a breach of good faith. So far, Douglass had only alluded to the apparent ineptitude of Martin and Paige to handle the properties. However, in his letter of April 1, 1925, Douglass clearly echoes Morey's previous doubts about Martin and Paige being able to handle a mining operation of this size:

Mr. J. H. Morey
Buffalo, N.Y.

Dear Mr. Morey:

Martin, Paige & Schnewind spent the day here going over property, and checking up with my bookkeeper and found I had overpaid about \$150.00 including bills and payroll and 1/6 of the lumber, in fact everything to April 1st. They owe about \$2,000.00 for labor and I think \$86.00 to James Supply Co. I am up at my residence and do not know the amount to the cent. They wanted me to write you it was all fixed, but it was not. But they promised to send amount of Jan & Feb. payroll next Friday and March about the 10th. This property is too large for them and it ought to be divided and let them have Pierceton properties and let the other have Fork Mountains. I would like very much to see you, and Mr. R. V. Pierce as I am satisfied a plan can be worked out that would be of benefit to them without the expenditure of one cent and all of the property worked. Of course this is confidential. With kind regards, I am,

Yours very truly,
W. S. DOUGLASS

In his letter of April 7, 1925, Joseph Morey agreed with William Douglass that the property was too large for Martin and Paige to handle. He also assured Douglass that no matter what happened with Martin and Paige he would not be forced out of employment:

Mr. W. S. Douglass,
Lim Rock, Alabama

My dear Mr. Douglass:

I have yours of April 1st. It looks as though you were quite right, that the proposition as whole is too big for your parties. If your suggestion were adopted, and they were to continue on with the lease of the Pierceton property, have you any other parties who would purchase, or operate the Fork Mountain property? Under the terms of the lease we have the right to terminate the lease if any default is made in any payment, and such default continues for fifteen days. As they have not complied with our condition for an extension, if they do not pay by April 15th the amount of the payment due under the lease on the 1st of April, which is about \$4,400.00, as I recall, we will be in a position to serve notice terminating the lease, which we will, of course, do, unless some arrangement satisfactory to us is made.

I might add, that both Mr. Pierce and myself would not be willing to see you squeezed out by these people, or for the operation of the property taken out of your hands. If nothing is done by the 15th, it is quite likely Mr. Pierce and myself will think best to come down to Pierceton, and look over the property with you.

Very truly yours,
Joseph H. Morey

It stands to reason that Douglass now feared that Martin and Paige had found out about his reports to Morey. He knew that they would consider these reports to be a breach of faith. He began to worry that they might take action against him if they found out about these detailed letters to Morey. He was in a very tough spot as he was strangely ethically tied to both sides of this dilemma.

In the following letter of May 7, 1925, Douglass' fears that Martin and Paige would try to oust him were strikingly clear. He expressed his concern for future employment without reservation. One could assume that he was testing the waters between Morey, the Pierces, and himself. As the following letter demonstrates, William Douglass was a very smart business man. He took out a little insurance for himself when he stated that he was on the side of the Pierces in this awful situation of which he had been forced in the middle:

Mr. J. H. Morey
Buffalo, N.Y.

Dear Mr. Morey:

Mr. Schnewind came to Limrock this morning and had me to meet him, as he said he had some papers for me to sign and I found out it was papers for incorporating the Vere Mining and Mutual Corporation. I would not sign as it was not correct, as he stated we had spent \$90,484 which is not true, as we have spent less than \$35,000 and again he said they paid Pierce Development Company \$400,000 for the property which was not true, and he had cut me down as he valued the stock \$3,744.00 and added to his holding and removed me from manager. They are still mad about timber I informed you about. So put on record the first two mentioned prices would be billing false and I would not stand for it. He said he would write you several things more I would not stand for. Now if they put me out I want to represent the Pierce people as I fear they will rob me and quit. I learned through a stock salesman that Schnewind had employed him to sell \$60,000 of the stock for him allowing him 15%. You can see what he is after and I hope you will stop this kind of trick that Jew is after.

My wife is very low with pneumonia and I cannot leave here now and I do not know what steps they will take as they are still in Albany, Ala. With kindest regards,

Yours very Resp.
W. S. DOUGLASS

PS I am stopping work tonight until matters are settled.

Martin and Paige thought that as manager and a stockholder in the company Douglass should have had loyalty toward them and not the Pierces. However, Douglass had known Dr. Franklin Pierce far in advance to making the acquaintance of Martin and Paige, and, therefore, had a greater sense of loyalty to the Pierces. Because of this, he felt a need to keep the Pierces informed at all times about the mismanagement and unfair dealings brought on by Martin and Paige.

In his letter of April 7, 1925, Joseph Morey had assured Douglass that he would not be squeezed out and left unemployed if Martin and Paige should take action against him. Once that it was clear from Douglass letter of May 7, 1925 that Martin and Paige were in fact trying to get rid of Douglass, Morey wrote to him again and assured him that he would be protected.

In his following letter of June 17, 1925, Morey reassured Douglass that he had employment with the Pierce Development Company should he be released from the Vere Mining Corporation:

Mr. W. S. Douglass,
Limrock, Ala.

My Dear Mr. Douglass:

I have yours of the 7th telling me about Mr. Schnewind's visit. I talked with Mr. Ralph Pierce about your letter, and I am satisfied that if Martin's outfit lets you out, the Pierces will wish to make some arrangement with you to represent them and look after the property. Let us know what the developments are.

I had a letter from Mr. Martin a day or so ago claiming that they overpaid us on the lumber, because it cost them \$20.00 per M for the 45 M ft. of lumber to cut and saw it, and that they were obliged to pay us under the lease only the difference between cost and selling price, less 10%, and asking us to send him a check for \$900.00. I looked over the lease, which reads that they are to pay us the entire proceeds of the sale of any lumber cut, less 10%. This, of course, does not entitle them to any credit for cutting and sawing, and I have written him to that effect. I trust your wife is improving, and will soon recover.

Very Sincerely yours,

J. H. Morey

William Douglass no doubt breathed a sigh of relief once he received confirmation from J. H. Morey that he would be guaranteed a position should the Vere Mining Corporation take action against him. He then set out to devise ways to get out of the company. Although he was the manager of the mines, Martin and Paige had often bypassed Douglass in the decision making process concerning the company. He needed some sort of incriminating documentation in order to get out of this company.

Douglass carefully scrutinized records and monitored all transactions closely. His letter of July 2, 1925 to Joseph Morey provided the first indication that he had found something on the Vere Mining Corporation. In this letter, he implied that he would seek to have the Vere Mining Corporation dissolved:

Dr. J. H. Morey,
Buffalo, N.Y.

Dear Mr. Morey:

Your telegram received asking for amount of coal sold and amount of steel rail which the bookkeeper has wired you. The amount is small, but it should have been reported from Chicago office. I wired them yesterday to wire Bank Scottsboro amount of payroll or suit would be brought to collect it, and I got reply asking me to pay it and I would receive credit for it, I do not want any more credits as I have more than paid 1/6 of expenditures and the firm owes me over \$1,500 salary and I am going to ask for the firm of Vere Mining and Metal Corporation to be dissolved and a receiver appointed unless they pay up. Proctor and Snodgrass, attorney of Scottsboro said it could be done on several counts, one is they are not paying their obligations.

Yours very truly,

W. S. Douglass

Douglass began to play a bit more out in the open than he had previously done. He felt that Martin, Paige, and Schnewind were definitely out to get rid of him. He would stop short of nothing to prove that Martin and Paige were a pair of double-talking businessmen.

Timber Cutting Exposed

Even though he had limited access to records and financial dealings, William Douglass had been keeping the Pierce Development Company abreast of activity by the Vere Mining and Metal Company. He had serious and legitimate concerns about the Martin and Paige's ability to handle the property. He began to realize that the fact that he had been voicing these concerns was now about to cost him his job with the company. Although he had been promised a position with the Pierce Development Company should any action be taken against him by Martin and Paige, Douglass wanted some type of insurance to cover himself. As a result, he continued to review contracts and lease agreements made by the company.

During his investigation Douglass made an astonishing discovery which far surpassed any of his previous observations and complaints about their poor financial management. The original lease agreement between the Vere Mining and Metal Company and Pierce Development Company stated in paragraph 5 that the mining company was to cut and sell timber as it deemed necessary:

5. The Lessees [Martin and Paige] shall have the right to cut, take and use from the leased premises such timber as it may require, or desire to use for its operations on said premises, and for the improvement thereof. The Lessees [Martin and Paige] shall be permitted to cut and sell such timber from the lands hereinbefore described as it may deem proper, upon the condition, however, that the entire proceeds of the sale thereof, less ten percent (10%) shall be paid over to the Lessor [Pierce Development Company] to be applied first, upon the payment of the Twenty Thousand Dollars (\$20,000) due as rental hereunder on January 2nd, 1926, and next, upon the payment of Twenty-five Thousand Dollars (\$25,000) due as rental hereunder on the 2nd day of January, 1927, and excess to apply upon the purchase price, if the option to purchase herein contained is exercised, and if such option is not exercised, then any excess shall be additional rental.⁴⁹

As stated in the contract, the proceeds of the sale, less ten percent, were to be remitted to the Pierce Development Company to be applied to rent on the property. Within their contractual rights, Vere Mining and Metal

Company [Martin and Paige] had negotiated with a logger by the name of W. L. Johnson to sell him the cut timber at \$8 per thousand feet. As agreed upon in their original contract, they were then to give the Pierce Development Company the ninety percent remainder of that sale.

Unknown to Douglass, Martin and Paige had also made a contract with Johnson in which he resold them all of the fresh lumber that had been sawed from the logs at \$32.50 per thousand feet. Vere then marketed and sold the fresh cut lumber at a higher price, thereby gaining a profit from the sale of the lumber.

Douglass immediately wrote and informed Morey about a breach of good faith and failure to live up to the lease by the Vere Mining Company [Martin and Paige]. He finally had the proof he needed:

J. H. Morey, Atty.,
Buffalo, N.Y.

Dear Mr. Morey:

I find that the Vere Mining & Metal Corporation made a contract in June with W. L. Johnson of Hollywood, Ala., in which they sold him 250,000 feet of timber at \$8.00 per thousand. This is contract No. 1.

After considerable work I heard that there was a second contract existing between the Vere Mining and Metal Corporation made at the same time. Mr. Johnson refuses to let me see or tell me the contents of this second contract. He did tell me yesterday that he would show me the contracts, but he informed me this morning that he talked with Mr. Paige at Huntsville, Ala., and that he refuses to let me see or tell me the contents of the same. But he told me that the lumber was not his and I gather from that that he hauls it and cuts it for some certain sum in addition to what he claims for it on the stump.

He also told me that Mr. Paige would be at Hollywood next Tuesday to load out 2 cars of lumber. He also stated to me that Mr. Paige said that \$8.00 stumpage should go to the Pierce Development Co., less 10% expense of handling it.

It looks to me they sold it at a low price on the stump and will probably report the same to the Pierce Development Co., but do not know what will become of the difference as the past lumber he has sawed should bring on an average of \$60.00 per thousand and they have cut, ready for shipping, between 40 and 45,000 feet and I do not know how much more they have cut in the woods ready for sawing.

I called Mr. Paige over the phone and he told me he did not have a copy of the contract; that it was made in Chicago, but Mr. Johnson tells me that the contract was signed Vere Mining and Metal Corporation by J. W. Paige. Could the Vere Mining and Metal Corporation sell that timber since the option and lease is made to J. W. Paige and A. Vere Martin and cannot be transferred under the terms of the lease without our approval?

It looks very bad to me that they would slip around and make a contract in June when I was general manager for them and also interested in the lease without letting me know something about it, and they have been sawing since the 6th of July and I accidentally heard that someone was cutting timber in Round Cove and hauling to Hollywood, but I did not even dream that they would undertake to do such a trick without letting me know something about it. I understand that they are cutting only the choice poplar, which is damaging the property from a selling standpoint several times more than it will bring.

Please advise me by wire Monday at Limrock, Ala., what steps to take or should I go to Hollywood, Ala., and try to ascertain who they are selling this lumber to and the amount it brings per thousand, and the number of thousand feet sold.

I can only see two reasons for two separate contracts one is that they expect to report and pay the Pierce Development Co., \$8.00 per thousand less 10%, or put in double commission for handling it twice, or sell it below the market value and divvie up on the difference, of course, I won't say that they would do such a thing, cause I do think there is a Negro in the woodpile somewhere, as they are keeping everything secretly from me.

With kindest regards to yourself and Dr. Pierce, I am,

Yours truly,

W. S. Douglass

This discovery by Douglass was very important for both the Pierce Development Company and himself. If his suspicions were proven correct, this would be the leverage needed by the Pierces to terminate their contract with the Vere Mining and Metal Corporation [Martin and Paige]. As for Douglass, he felt that this discovery would restore him to good standing with the Pierces. He still felt somewhat responsible for introducing Martin and Paige to the Pierces.

Martin and Page's Lease Cancelled

While William Douglass had been making regular reports to the Pierces about the Vere Mining Company, he had gained the favor of the Pierces and their attorney, Joseph Morey. Douglass had proven his loyalty to their interests and investments. Dr. Franklin Pierce, who was now deceased, had already shown his gratitude by giving Douglass a large share of land. At the time of Franklin's death, Ralph Pierce and Joseph Morey carried out his wishes and deeded the land to Douglass. At the time, Douglass had not checked on the exact location of this land. In fact, it was not until much later that he went to examine the property. It was at that time when he found that the property was near the Fork Mountain Mines. Located on this property were eight houses, along with steel rails and other mining paraphernalia.

In March of 1925, Douglass contacted Ralph Pierce and told him that the land which had been previously given to him was of greater mineral value than that on the east side. He explained that he considered it not fair for him to have a tract of land of this quality. He asked for lesser-valued land. In his letter of April 8, 1926, Ralph Pierce wrote in agreement:

Williams S. Douglass
Lim Rock, Alabama

Dear Mr. Douglass:

I received your letter of April 5, and think with Joe Morey that you are very fair in your proposition. Have talked it over with Joe some. He thinks perhaps it would be as well to get the matter straightened out with this in mind. We suggest that you let us know what you can propose in a similar acreage on the tract, and give the location so we can check it up on the map which Morey has, and see if it is agreeable. You can also give us a description of it, and if there are any minerals, timber or coal on it.

I, of course, understood at the time we deeded you the land that it was away off on the outskirts of the property, and no mineral or coal or timber value, and that you wanted it as a place for hunting quail and a sort of game preserve. Mr. Morey understood the same I think, and you thought you were getting just this. It is very decent of you to stand by your word to make the change.

I am very sorry to hear that your daughter has been sick, and you have not been very well. With kind regards, we are,

Yours very truly,
Ralph W. Pierce

If it had not been for the regular reports by Douglass, the Pierces and their attorney, J. H. Morey, would not have been aware of the problems with Martin and Paige [Vere Mining and Metal Company]. Because of their contracts with the logger, Martin and Paige were in breach of the original contract. Ralph Pierce saw this opportunity to use Douglass to rid himself of the Vere Mining Company, so he agreed to allow Douglass to initiate a lawsuit against Martin and Paige.

A year had passed since Douglass had contact Ralph Pierce about swapping the land back in March of 1925. Pierce saw this as an opportunity to ensure the Douglass's participation in the law suit. As a result, he attached a contingency upon the exchange of land between the two of them which Douglass was suggesting. He agreed to trade the lands only if the terms of the negotiation were as follows.

1. A favorable decision in Jackson County Circuit Court with respect to the cancellation of the lease option - to - purchase contract with the Vere Mining and Metal Company.
2. A deed from Mr. & Mrs. William S. Douglass for certain coal properties deeded to them by the Pierce Development Company in 1925. ⁵⁰

Douglass felt that the Pierces were honest businessmen and considered this contingency to be fair and acceptable. He was in poor health and wanted to ensure a smooth transition. In a letter to Dr. Ralph Pierce dated April 10, 1926, Douglass suggested that the deeds pertaining to the land swap be placed in escrow to prevent any misunderstanding or misdealing should anything happen to any of the concerned parties.

Mr. R. W. Pierce,
Buffalo, N.Y.

Dear Mr. Pierce:

I came up here a few days ago but have been sick and I may have to go off for operation & I do not like the idea of being operated on at my age & condition. I have not used check as my wife wanted me to sell the property but after explaining situation she did not object but should anything happen to me might be different so I thought best for me to make deed and Pierce Development Co. make me a deed and put in escrow with Tennessee Valley Bank here subject to suit and then there

could not be any chance for trouble should anything happen. I doubt your reading this as I am very nervous as I had a bad night of it last night, but will go back to Piercetown today. If you think best as I think it is for us to make deeds at once and put in escrow with Tennessee Valley Bank here as cannot say what might happen, of course it will be subject to suit. You can deed me lands in Range 5 and I think T 2, Scs. 2-11-14-23 & 24 as that is on east side of your property. If this is your idea wire me and I will have officer up to Piercetown and take my wife and my acknowledgment and then turn it over to your attorney to look over and you could send deed down. With kindest regards for yourself and Mr. Morey, I am,

Yours very truly,
W. S. Douglass

In accordance with the suggestion made by Douglass, the deed was put into escrow to be redeemed upon the successful completion of the stipulations:

BOSLEY & MOREY
Edward R. Bosley, Attorney at Law
1722 Liberty Bank Bldg..

Joseph H. Morey
Buffalo, N.Y.
File 35-11
Tennessee Valley Bank,
Scottsboro, Alabama

Gentlemen:

The undersigned W. S. Douglass and the Pierce Development Company, hereby deposit the following deeds with you in escrow to be delivered upon the following conditions and instructions, to wit:

W. S. Douglass deposits with you a certain deed from W. S. Douglass and wife to Pierce Development Company, dated April 10, 1926. Pierce Development Company deposits with you a certain deed dated April 10, 1926, from Pierce Development Company to W. S. Douglass.

After the final termination of the suit now pending in the Circuit Court of Jackson County, Alabama, between Pierce Development Company as plaintiff and A. Vere Martin, J. W. Paige, and others, as defendants for the cancellation of a certain lease made by Pierce Development Company to A. Vere Martin and J. W. Paige, then and in that case you are authorized and instructed to deliver said deed to the Pierce Development Company, and thereupon to also deliver to the

undersigned W. S. Douglass the said deed from the Pierce Development Company to said W. S. Douglass herewith deposited with you.

Dated April 14, 1926.

W. S. Douglass

PIERCE DEVELOPMENT COMPANY
By Ralph W. Pierce, President

Under telegraphic instructions from Joseph H. Morey, Attorney for Pierce Development Company dated April 14, 1926, which said telegraphic instructions are attached hereto and made a part of this agreement said agreement is hereby changed by striking out all of the above words and lines that are drawn through with pen marks, and also providing that said deeds shall be returned to the depositors of said deed by the Tennessee Valley Bank in case the suit above mentioned terminates without a cancellation of the lease above referred to.
This April 14, 1926

W. S. Douglass
PROCTOR & SNODGRASS
Attys for Pierce Development Co.

Pursuant to the new agreement between Dr. Pierce and himself, Douglass wrote to Joseph H. Morey and informed him of his intentions to proceed with a lawsuit against the Vere Mining Company. Based on the recommendations of William S. Douglass, the Pierce Development Company hired the law firm of Proctor and Snodgrass to represent them in a lawsuit against the Vere Mining and Mineral Company.

Pierce Development Company sought to cancel the lease with the Vere Mining and Metal Corporation based on breach of contract. They filed for an injunction to prevent Vere from continuing to cut timber on their land. Vere appealed and won. However, Pierce Development Company appealed the decision in the Supreme Court of Alabama and the court ruled in its favor. The Final Judgment in the case reads as follows:

It was sinister to this extent: [Martin] having adopted an interpretation of their contract with [Pierce Development Company] which would permit them to cut the timber, allowing [Pierce] a fair price for his timber on the stump, and then, by converting the timber into lumber and selling it, realize a profit for which they would not need to account to [Pierce], concealed from [Pierce], as long as they could at least, the true nature and effect of their contract with Johnson, and after the arrangement with him came to light, refused to account for more than the price of the timber on the stump.⁵¹

The ruling in favor of the Pierces also allowed them the right to terminate their lease with Martin, Paige, et al [Vere Mining and Metal Company] because they were in default of the their agreement:

...by giving 10 days notice, and thereupon at the expiration of said 10 days, the lease, and the term granted, "and all right, title and estate of the lessees hereunder, shall thereupon cease and terminate in the same manner, and with the same effect, as upon the expiration of the original term of the lease, with the right forthwith to enter upon the property."⁵²

Property Dispute

William Douglass had more than proven his commitment to the Pierce Development Company. He had developed a strong friendship and trust with Franklin and Ralph Pierce. Unfortunately, the same was not true for their brother V. Mott Pierce, whose behavior towards Douglass strongly indicated that he did not share the sentiment of his brothers toward Douglass.

Franklin Pierce had died soon after the gift of the 2800 acres of land on the west side of the mountain to Douglass. Ralph Pierce and Joseph Morey thought it honorable to see that Franklin's wishes to give Douglass the land was carried through. However, V. Mott Pierce had reentered the family business and did not feel as compassionate about this matter.

Mott Pierce was not pleased with the progress made on the case because the first ruling had been in favor of the Vere Mining and Metal Company. During the trial between the Pierces and Martin and Paige, Douglass had been appointed receiver by the courts. He was to liquidate the assets of the company. When the lease contract between the two companies had been declared null and void, all property was seized. A receiver had to be appointed to oversee the selling of the assets. Proctor and Snodgrass petitioned the court to appoint Douglass as receiver.

In the first trial, the lower court had ruled in favor of Martin and Paige. The appeal filed by the Pierce Development Company had been heard before the Supreme Court. However, the Supreme Court overturned this decision and sent the case back to Circuit Court to be remanded. As a result, V. Mott Pierce then instructed Joseph Morey to write to Douglass and attempt to withdraw the offer that had been made by Ralph Pierce to swap the 2800 acres.

On August 8, 1928, Joseph Morey wrote a strikingly formal letter to William Douglass in which he attempted to withdraw initial gift of land made to him in 1924 under the wishes of the now-deceased Franklin Pierce:

Joseph M. Morey
Buffalo, New York
August 8, 1928

Mr. William S. Douglass, Esq.,
Box 634, Mercedes, Texas

Dear Sir:

I am in receipt of your letter without date, but received about the 29th of July.

Mr. Proctor was not quite accurate in stating that the lease and option have been finally cancelled, as the court has not yet finally decreed a cancellation of the lease.

The terms of the deposit of your deed for 2800 acres and the Pierce Development Company's deed to you of another 2800 acres in return have not yet been met, as the court has not finally decreed a cancellation of the Martin lease. As a matter of fact, I wish you to consider in fairness to us there should not be a reconsideration of that arrangement and of the conveyance to you by the company of the first 2800 acres deeded to you in 1924.

When the original deed was given to you, you represented that the Chicago parties, the associates of Martin and Paige, were very wealthy men and amply able financially to complete the purchase, and also that the 2800 acres which you requested in the company to deed to you were valueless land, and rough and broken, and of no value for timber or agriculture. On the contrary, it proved to be the fact that the associates of Martin and Paige were not of any considerable financial ability and were unable to finance the proposition, and you, yourself, after the commencement of our lawsuit against them and after it appeared likely that we would procure a cancellation of the lease, informed us that a mistake was made by you in selecting this 2800 acres, and in fact it was some of the best agricultural, cleared land that we had and you felt it was only right to exchange it for land of the sort first intended to be given. At that time you suggested an exchange for another 2800 acres described in the new deed to you, which is now in the hands of the bank at Scottsboro pending the final termination of the pending suit between the Pierce Development Company against Martin, et. al.

This 2800 acres which you suggested we substitute for the first 2800 acres given you, we find has a great deal of very valuable timber on it. As you know we relied entirely on you and your statements in all these transaction.

In addition to the \$2,500.00 paid you as an advance payment on your commissions at the time the lease and option to Martin and Paige were closed, the Pierce Development Company loaned you \$4,000.00 in cash and subsequently loaned you an additional \$1,000.00 making a total of \$5,000 now owing by you to them, with interest. The sale, of course, fell through completely so that no commission was ever earned. We, of course, would never have made such a lease and option had we known the true financial ability of the Chicago parties.

Under all the circumstances, I suggest whether you do not think it reasonable to cancel the arrangement made for the exchange of the two 2800 acre tracts and deed back to us the 2800 acre tract first deeded to you, and the company surrender and cancel your notes for \$5,000. This would clear up your indebtedness to the Pierce Development Company and in fact by this arrangement the company would be doing considerably more for you than was originally intended at the time this deed was given, as it was never contemplated that the company was to give you an acreage of any substantial value. With regard to a sale of the property, we do not feel that we are in a position to offer the property at the present time, as the two suits are not finally disposed of, although, of course, we expect that they will both be disposed of in our favor at an early date.

We wired you in reply to your telegram asking for a reply to your letter as follows:

Answering your telegram and letter court has not made final decree cancelling Martin lease. We do not feel we can safely offer property for sale until final decree in pending case is entered. Expect then to be in a position to quote a cash price.

Very truly yours,
MOREY & SCHLENKER
By J. H. Morey

This letter must have come as a surprise to William Douglass. He no doubt considered it to be a completely unethical idea to suggest that he had been granted this land unfairly after all that he had done for the Pierces. In addition, he must have been completely startled by Morey's formal approach. They had been the equivalent of pen pals over the past couple of years, as they had corresponded almost daily. And now, he received such a formal, legal letter from Morey as though it has been written to a complete stranger. However, Douglass knew his rights. Even though he had received this letter from Morey, Douglass continued to operate under the original gentlemen's agreement that had been established between Franklin, Ralph, and himself.

On September 7, 1928, after being discharged as receiver of the funds, Douglass went to the bank to deposit his commission. On his way to the bank, he had a chance meeting with Mr. Reed, who said to him:

..... By the way, Uncle Fox, that law suit is over, let me get your deed and give it to you.⁵³

Douglass took the deed, walked over to the courthouse, and filed the deed on record.

Earlier that morning, Douglass had gone to visit the offices of law partners Proctor and Snodgrass. He sensed that some type of sinister thoughts were traveling through Mott Pierce's mind and he wanted to protect himself. During this conversation with Proctor and Snodgrass, he mentioned that he might be in need of legal counsel. Snodgrass assured him that he would represent him if anything should arise. Snodgrass made the agreement with Douglass even though on the very same day he had filed papers in court against him on behalf of Pierce Development Company.

Three days later, on September 20, 1928, the case between the Pierces and Martin and Paige was settled in favor of the Pierce Development Company. V. Mott Pierce was furious that Douglass had taken the deeds out of escrow three days in advance of the final settlement in the case. Mott Pierce filed a complaint against Douglass on the grounds that he had taken the deeds out of escrow in advance, and that he had misrepresented the value of the land in question by claiming it was worthless. They filed a quit claim deed on the deed which they had placed in escrow.

Mott Pierce also pursued action against Douglass on the basis of misrepresentation. He claimed that Douglass had been a long time confidential advisor to the Pierces, and was therefore at all times aware of the land that was in question. He also alleged that Douglass had used the deal with McAllister for the sink holes as a chance to gain a profit that actually belong to the Pierce Development Company.

Mott Pierce was unsuccessful in his law suit. Douglass was able to prove that he had in no way used the relationship between the Pierce Development Company and the A. Vere Mining and Metal Company to gain a profit. He also demonstrated his innocence in the land swapping that had been negotiated with Ralph Pierce.

Douglass had been accused of leading the Pierces into the

relationship with Martin and Paige based on his recommendations in regard to their personal wealth. However, he was able to provide correspondence between Morey and himself which clearly showed that he did not know their financial background or level of reliability. The letter also showed the Pierces' attorney, J. H. Morey, had assured Douglass that he would look into their backgrounds personally.

Douglass demonstrated to the court that he did not know the value of the land that he was originally given by Franklin Pierce, nor did he know the value of the land given to him by Ralph Pierce. He produced letters in which Ralph Pierce agreed to the land swap and stated what a fair and honest person he was for bringing the value differences to his attention.

More importantly, Douglass proved to the court that he went over the lands with Ralph Pierce and Joseph Morey before the land swap was agreed upon. During this venture, they made maps of the property showing the railroads, location of the mines and minerals, and the general topography of the lands. Douglass recalled how during this visit, Ralph Pierce stated:

...he would not turn on his heels for the difference; that he did not care to go look at the it [the land]; that he knew as much about the lands as he wanted to, and more than Douglas knew.⁵⁴

In this remarkable case, Douglass's attorneys, Travis William, Taylor Richardson-Sparkman and Milo Moody, made an eloquent and extremely effective appeal to the judge in their closing arguments. The attorneys pointed out the unfair practice of the Pierces of taking business partners to court whenever they felt as though they had had enough and wanted to get out of the business:

In this regard the Pierce Development Company has a peculiar trait of going into chancery court to have its contracts cancelled and recast. First, they went into chancery court to have the lease and option cancelled; second, they come into chancery court to have their first deed to Douglas canceled; third, they come into chancery court to have their second deed to Douglass cancelled; fourth, they come into chancery court to have the dealings between Douglass and McAllister recast for their benefit; fifth, they go into chancery court in Franklin County to have Douglass' deed to the interest in the mineral lands in Franklin County declared a mortgage when he failed to redeem it or pay the debt and have reconveyance to him. If they

have yet made a contract and stood by it, without complaining in court and trying to have it either cancelled or recast, the writers of this brief have not been able to find it. It is a little singular that men of large affairs and great business capacity, represented by a prominent lawyer of long experience would ignorantly get themselves into so many difficulties. Is it not fair to presume that they have changed their minds and continue to invoke the court to undo, for their advantage, these different transactions that they have had with their eyes wide open? Could it also be fairly presumed that they dealt in involved transactions in order that if it did not pan out to suit them, they might better be able to go into court to undo them? ⁵⁵

With the settlement of the lawsuit in his favor, William Douglass finally had his honor and integrity restored. He then severed his ties with Ralph Pierce, Mott Pierce and Joseph H. Morey. He must have been terribly disillusioned by the lawsuit that had been lodged against him by Mott Pierce after all the favorable things he had done to keep the losses of the Pierce Development Company at a minimum.

Education in Pierceton under Douglass

When the Pierce Development Company closed their mining and lumber operations around 1920, many of the miners and their families moved from the town of Pierceton. Therefore, during the time that William Douglass was manager of the Pierce Mines, there were no educational opportunities for children. The desks, writing slates, and other school supplies had all been moved to a church building in the neighboring Pleasant Grove area. Attendance at Pierceton School in Pleasant Grove was very poor during the years of 1921 and 1922. There are no records that show the name of the teacher for that year.

During July of 1922, A. D. (Dibb) Cain enumerated the school population. At the time of this census, the following families lived at Pierceton in the company houses, or further down in the Sinks: Albert Eugene McAllister, Gilbert Flurnoy, David Flurnoy, Jim Wooten, W. D. Wooten, Frank Davis, J. E. Coffee, Nute Flippo, and Frank Sisk. In all, these families accounted for thirty-one school-age children. Only nineteen school-age children lived at Pleasant Grove.

Until now, there had not been a strong emphasis placed on education. Many students missed classes on a regular basis because they began working or had married at an early age. In 1923, the Jackson County Board of Education organized summer opportunity schools. These remedial sessions were aimed at students and schools with excessive absenteeism.

W. H. Robinson taught at Pierceton School during the school term in 1923 and 1924. His wife taught at nearby Wininger School. The Robinsons and their two children lived near the Wininger School House. There were enough students enrolled at Wininger to justify the continuation for the year. The Pierceton School, however, did not have the required enrollment.

Mr. Robinson wanted to operate Pierceton School, but he was desperate for students. In some cases he took unusual measures in recruiting students. For instance, Phronie Shelton, Mildred Gerbage, and Parker Gerbage, lived in the Wininger school attendance zone. Mr. Robinson offered to give them a ride to class each day if they attended Pierceton School instead.

Another such measure Mr. Robinson took in order to increase

the size of his class was to take students in at an early age. In an interview with Hezekiah McAllister on August 4, 1995, he recalled:

I was enrolled in Pierceton School at age four. They needed my head count.

In September of 1929, there was another school session held. Pearl Barbee was commissioned to teach for three months at a pay rate of \$50.00. There are no records or other indication of school being taught after Miss. Barbee's session until 1933.

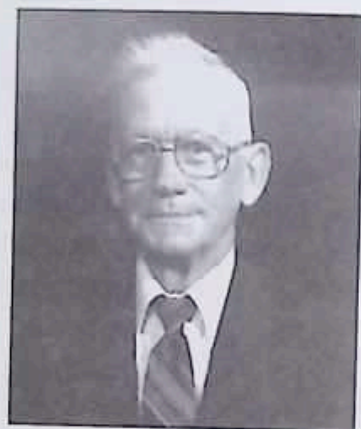
Personal Interviews

Richard Jones
Clyde Frazier
Ruby Shelton Washburn
Phronie Shelton Manning
Mildred Lena Gerbage Honey

Photographs

Albert and Belle McAllister

Richard Jones



I am 71 years old and have lived in the Nat Community of Cumberland Mountain all of my life. I am very familiar with the Bluff (Nathaniel Wisdom Cemetery). I have visited the Dodd's Mill Falls many times. I also remember visiting the grist mill below the falls. The mill could only be reached by a walking trail.

In answer to your question about the Sinks, I will give you three answers. Number one, the Sinks refers to the two or three acres of land at the lowest point of the area. This is where the surface water drains into the underground channel and eventually is discharged from the Blowing Cave.

Number two, the Sinks refers to the farmland at the lower elevation of the area. At one time, the farm land extended over 250 acres.

Number three, the Sinks refers to the area extending from rim to rim of this sunken valley. This area covers about four square miles.

It is my opinion the third meaning is the one generally accepted by the inhabitants of this area from the Latham Narrows to the Coffey Narrows. I also believe that before 1920, the Sinks were a location or place. The name, 'McAllister Sinks,' became a place when Mr. Albert Eugene McAllister established his home on the Limrock-Pleasant Grove public road. This road entered the Sinks from Pleasant Grove and exited on the south side. The site of Mr. Gene's home can be found to this day.

I don't know whether anyone mentioned the Sunday afternoon rides in the Tram Cars. I was one of the very young boys who enjoyed the wild ride down the hill. I did my share of pushing to return the cars to the mines.

Clyde Frazier



I was born in 1907. In 1924 I became the water boy for the work crew rebuilding the standard gauge railroad from Limrock to the Blowing Cave in Gentles Cove. The coal tipples were located at the end of this spur line. I was later promoted from water boy to a railroad construction worker while the repair work on the incline and the narrow gauge railroad was in progress. I helped repair the Fork Mountain Railroad, however, the Fork Mountain coal was of a very poor quality and these mines closed down in the mid-1920's.

There was no steam locomotive operating on the narrow gauge branch line in the Sinks during this time. There was a heavy engine hauling the coal from the tipple to Limrock until about 1925. This engine was sold for scrap iron.

While helping keep the rail in repair, the steam powered drum at the lower incline was converted to gasoline power. Joe Hackworth hauled 55 gallon drums of gasoline from Limrock by wagon. These drums of gasoline were loaded in coal cars and drummed up the incline. Some of the mines used smaller gasoline powered drums to bring coal cars out of the mines.

William S. Douglass operated the Pierce Mines under Lease-Option to buy during the 1920's. Douglass contracted with Joe Hackworth to transport lumber from incline No. 1 to Limrock. Mr. Douglass had tried to get the Pierce Brothers, Pierce Development Company, to lease a

locomotive from the Southern Railroad to operate over the Gentles Cove Line. He was never successful.

For a short time, a flange wheel T-Model Ford served as motive power. Joe Hackworth modified a Fordson Tractor with flange wheels to furnish the motive power. I helped maintain the Gentles Cove line and saw this lumber train. The Southern Railroad would furnish flat cars.

A few mines at the north side of the Sinks were open at the ground level with the railroad track. The Dinky engine could, with a long cable, pull loaded cars from the mines. When opened by the Pierce miners about 1914, the Dinky engine could pull loaded cars from these mines. Since the drum at the lower incline did not operate, the workers rebuilding the narrow gauge railroad in the sinks and Fork Mountain track had to walk up the mountain from the Blowing Cave. The mountain was very steep.

For the trip down the mountain, some of the workers resorted to a very dangerous practice known as the horseshoe bed roller ride. This quick ride required two men. Each man had a stout plank about 6 to 8 inches wide and 15-18 inches in length. A small mule shoe was nailed to the front edge of this plank with the open end extending as far as possible below the bottom side of this plank. On the bottom side of the plank near the back end, a nail-on bed roller was fastened. The mule shoe and the bed roller had to be securely fastened.

At the top of the incline, the two planks were set on the incline rails. These rails were three feet apart. The mule shoe at the front would straddle the rail and serve as a guide. The roller would contact the flat surface of the rail. The two riders would sit on the top side of the plank and link their inside arms together. Each rider would cross his feet and let the "V" straddle the rail and leg's length in front of the plank. Each rider must wear shoes. The ride down could be slow or fast. The shoes in front were the braking system. This ride was not for the fainthearted. Some of the more daring riders were hurt on this ride. Some riders attached a mule shoe at both ends of the plank for additional safety. The two riders must travel at the same speed. For the next ride down, the plank had to be taken (toted) up the mountain to the top of the incline.

Ruby Shelton Washburn



Left to Right: James Shelton, Ora Mae Ross, Erasmus (Ras) Shelton, Fanny West Shelton, and Ruby Shelton.

My parents were Erasmus Cowart Shelton and Fanny (West) Shelton. Before their marriage, my father lived in the Winger Community, east of Old Menlo. My mother, grew up in the Pleasant Grove Community, west of Old Menlo. Shortly after their marriage, they moved to one of the duplex houses in the new town of Pierceton. At that time, he became a coal miner for the Pierce Coal and Lumber Company. I was born in the house shown in the photograph. My brother, James, was also born in this house.

In 1924, William S. Douglass became the manager of the mines for the Vere Mining and Metal Company. I remember when he and his wife moved to Pierceton. His son, Clark, operated the commissary, and reopened the mines. Mrs. William Douglass was sickly. Mr. Douglass was away from Pierceton most of the time.

In the early 1920's, the Pierce Mining and Lumber Company gradually closed the Fork Mountain Coal Mines, the Lumber Company, and the Belmont Mines. As the miners and their families moved away from Pierceton, the school closed. Pleasant Grove received all the books, desks, equipment, and students. An abandoned church building housed the Pierceton School at Pleasant Grove. My brother, Frank, attended school in this building at the time William Henry Robinson taught.

Pierce Coal and Lumber Company employed my father to maintain a fire watch at the Belmont Mines. I went with him on his inspection trips. Once my cousin, Phronie Shelton, fell through the slate pile, or tailing, and burned her feet.

At the time this photograph was made--1917--the demand for coal and lumber was great due to World War I. My father was promoted to a foreman and to a full-time employee. As shown in the photograph, we were able to afford nice things. My father was a trustee for the Pierceton School. I did not attend the Pierceton School because I was not old enough. I am not listed on the 1918 School Census.

The photographer was standing on or very near the narrow gauge railroad tracks. The little locomotive passed within a few feet of our front porch. All of the coal produced by the Pierce-Belmont and Fork Mountain Mines passed down this track to the lower incline. The lumber from four sawmills also passed. On the return trip, the empty coal cars and flat cars were returned to the mines and the mills.

Phronie Shelton Manning



Clarence and Phronie Manning

I was born on June 8, 1917. My father was James Rosco "Ross" Shelton. My mother was Cora Tidwell Shelton. Our family lived in the Letcher-Wininger Community on the Cumberland Mountains, north of Larkinsville, Alabama. Since the consolidation of Wininger School with Larkinsville School, the community is known as Letcher.

Ross was the foreman on the mining operation, while William A. Douglass was agent for the Pierce Coal and Lumber Company 1919-1924, and for the Vere Mining and Metal Company, 1924-1927. Clark Douglass, son of William S. Douglass, operated the commissary and lived in one of the company houses near the commissary.

Ras Shelton, brother of Ross, was employed by Clark Douglass to maintain a fire watch at the slate deposits. Sometimes a fire would start in the coal and slate in the tailings near the mine entrances. It was almost impossible to extinguish these underground fires. If the fire started in the coal mines, the mine had to be abandoned. Mildred Gerbage, my cousin, had a narrow escape from nearly falling into one of these underground fires.

The locomotive used on the railroad from the Sinks to Fork Mountain mines had ceased operating in 1920. However, the lever cars had been left usable. The lever car was a hand-powered small work car for maintaining the track. The railroad was near the home of Ross Shelton.

Gravity moved the coal from the mines to the Gentle Cove incline

No. 1, because the locomotive for the narrow gauge line was beyond repair. There were no facilities for making repairs. Sometimes a horse pulled the empty cars from the incline to the mines.

I remember my father loading his family and others on the lever car for the six mile trip to the Fork Mountain Mines. There were many culverts, bridges and trestles along the line. The trestle that was most impressive was the one across Pole Creek Branch. The trestle was approximately 100 yards long and about 90 feet high over the creek. As they crossed, they were above the top of the trees, and there were no side rails. The ride was very scary for a six year old girl.

Mildred Lena Gerbage Honey



Frank and Mildred Honey

I was born Mildred Lena Gerbage in 1912 near here (Wininger). My father was Harry Gerbage. My mother, Carrie, was the sister of Erasmus Cowart Shelton. My two brothers were Parker and George. Most of the people in this room are Sheltons by blood or marriage. Ruby Washburn is my cousin. She will tell you more if given a chance. You want to know about my train ride? This is the truth.

When the Pierce Coal and Lumber Company built the upper incline, a house for the drum operator was also built. This was in 1913. Harry Gerbage and family moved to this house about 1923. The Pierce Coal and Lumber Company closed down the Fork Mountain Mines and sawmills about 1922. The two or three locomotives used to pull the coal and lumber trains were parked in a shed next to the drum operator's house. As a ten year old girl, I played in these trains and I traveled to many far away places. I operated the throttle and brakes, and rang the bell. I could not blow the whistle, but I could ring the bell. My mother would fuss at me for ringing the bell so much. There were frequent stops on my make-believe train ride.

I attended Pierceton School at Pleasant Groves about 1923. I could have walked to Wininger School. Mr. Henry Robinson taught school at Pierceton. He passed my house each day and invited me to ride with him.

Albert and Belle McAllister



Rudder-Kennedy Years

End of a Coal Season

1932-1940



James and Gladys Helms

Rudder Mines

Claude Rudder, Sr., had very little interest in the field of coal mining, even though he had served in the capacity of supervisor for the Pierce Development Company. His first business of interest was in the scrap iron industry. At the closing of the Pierce Mines, Rudder was kept on by the Pierces to oversee a small-scale mining operation. While running this operation, Rudder used the time to disassemble and sell the remaining mining tools as scrap iron.

Although Rudder's main interest was not in the coal mining industry, he realized that this was a very profitable area at the time. No doubt, that is the reason he opened two mines on the west side of the mountain. The first mine was Number 9, which was located about $\frac{1}{2}$ mile north of Pierceton. He later opened another site, Number Ought, located at the extreme north end of the McAllister Sinks.

Claude Rudder did not maintain a steady supply of coal. As a result, he sometimes purchased coal from the Kennedy Mines to help meet the orders that were submitted to his coal mining operation. In fact, often times employees working under Rudder left and went to work in the

Kennedy Mines. The threat of World War II increased, and Claude Rudder realized that he could not meet the growing demands placed upon his coal mining operation. It was not too long after the onset of the war that he closed his mines.

Kennedy Mines

During his term as manager of the Pierce Mines, William Douglass hired a worker by the name of James Lemuel Kennedy as a miner. Kennedy worked in the mines under the supervision of William Douglass and Claude Rudder, Sr. Soon after the Pierce mines closed, James Kennedy decided to use the experience gained to open his own mining operation on property that he owned on the western side of the mountain.

Kennedy encountered very few difficulties in opening his mining operation. The Pierce Mines had recently closed, which left many workers without jobs. Mining tools and equipment had been abandoned. Claude Rudder, Sr. was now responsible for liquidating the remaining assets of the Pierce Coal and Lumber Company. Since Rudder had little interest in the mining paraphernalia, Kennedy was able to purchase most of the equipment for use with his mining operation.

James Kennedy now found himself in a comparable position with his predecessors the Gordons and the Pierces, as his new mining operation evolved into a major supplier of coal for the area.

In the new areas that Kennedy opened, the coal seams were much thicker, which provided much less stress and strain on the body. This created a much more comfortable work area for the miners. Kennedy and his workers were more than prepared to meet the coal needs for the area in Jackson County between Scottsboro and Paint Rock.

The Kennedy Mines continued to operate until around 1943. James Kennedy then leased the mines to a local miner by the name of Elijah West who ran the operation at a much smaller scale than what James Kennedy had been previously doing.

World War II was underway and many of the local young men were being drafted. Also, the war necessitated the opening of industrial

plants in surrounding areas which promised financial opportunities that were not available in Jackson County. As a result, West was not able to maintain the level of production at the mines that had been seen under the supervision of James Kennedy and they soon closed.

Flatbed Transportation

The citizens of Jackson County were ready to supply what they could to support the United States' participation in World War II. Many of the local youths were drafted into the service. Area resources such as coal, iron, and lime were being requested by manufacturers of tanks, jeeps, firearms, and other tools of war.

At the time, James Kennedy and Claude Rudder, Sr., were working steadily to meet the supply and demand for coal in Jackson County. Mining the coal in the seams was a very difficult process that presented many challenges. Once the coal was mined, it had to be transported in bulk supply, which was not an easy process. The coal was simply of no use if it could not be moved to local markets for easy access.

The railroad has always played an essential role in the transportation of coal and other minerals. It stands to reason that the construction of a railroad would be a natural step for the Kennedy and Rudder mine operations. However, at this time, the idea of constructing a new railroad was out of the question. The materials and workers needed for such a huge undertaking were all preoccupied with the war. In addition, the construction of a railroad was a costly venture that neither Kennedy or Rudder were financially or resourcefully prepared to assume.

At this time, the most feasible option for transporting coal out of the McAllister Sinks other than by train was by horse and wagon. However, this was a very slow process and on some occasions required two days travel time. Many homes were heated by coal furnaces and stoves. In addition, manufacturers needed coal to run their machinery. The daily need for coal was constantly growing stronger. The Kennedy and Rudder mining operations had to take other measures to transport coal to customers in a timely manner.

As modern transportation and roadways developed, the wagon, which had been a major source of transport in the past, was slowly growing obsolete. The flat bed truck had emerged on the scene to replace the wagon. Kennedy and Rudder invested in this modern machinery as their major source for delivering coal to surrounding areas. In addition to its ability to carry larger loads than the wagons, the use of the flat bed truck provided three specific advantages. First, the truck could reach the mines at a faster pace than the horse and wagon. In addition, the flat bed truck could reach communities that the railcar system could not, which provided for a larger market for the coal. The greatest advantage was that the truck required much less money to operate than a rail system would.

Pleasant Grove was an isolated community located off of U.S. Highway 72, also known as Old Lee Highway. The community was a small area that was comprised of about twelve houses and the Pierceton School, which had relocated there about 1920. The major markets for coal at this time were the Larkinsville and Scottsboro communities. These towns were connected to the Kennedy and Rudder mines by way of Pleasant Grove, Letcher, and Wininger.

There were three access roads into Pleasant Grove. County Road 8 connected Pleasant Grove with the Woodville area and was an arduous route that was not used frequently. County Road 17 was linked to Larkinsville and provided the most feasible route to travel. The third and quickest travel route was a road that had been developed by the Gordons during their time at the Belmont Mines. This rough wagon road passed through Gentles Cove and connected the town of Pierceton with Pleasant Grove. These three steep and curvy roads served as the life lines for the transportation of coal first by wagon and then by truck from the Kennedy mines at Pleasant Grove and the Rudder Mines in the McAllister Sinks.

End of a Tradition

The earliest account of mining of activity in the Sinks area is on the Allen Isbell Mountain of Coal. Eugene C. Gordon could very well be described as the father of the coal mining families in the McAllister Sinks. After

the Civil War, the morale of the South was focused on revival and restoration. It was the entrepreneurial spirit which Eugene shared with his brothers John and Walter that sparked the coal fever in the Sinks. Their coal mining operation, the Belmont Coal Company, lasted until around 1886 when Harrison G. Otis ceased operating the mines.

In 1912, Ray Vaughn Pierce along with his brothers Franklin and Mott continued with the mission to harvest the minerals that lay beneath the soil of the Cumberland Plateau. Their companies, the Pierce Coal Company and the Pierce Development Company, brought needed jobs and *esprit de corps* into the community as the effects of World War I swept across the nation. Their coal mining operation saw its end around 1929 after William Douglass quit managing the mines.

The year of 1932 brought about the final revival of the coal industry in the Sinks as James Lemeul Kennedy and Claude Rudder, Sr. became the major suppliers of coal for the area. The Kennedy and Rudder mines closed around the onset of World War II. The end to a black diamond fever that had lasted for three generations of mining operations was soon realized as Elijah West closed the Kennedy mines due to a lack of resources and workers.

The exact date of the beginning of coal mining in the vicinity of the McAllister Sinks is not known. However from court records, news articles, and personal interviews, we can estimate that the coal mining activity lasted for about seventy years in the McAllister Sinks area of Jackson County, Alabama.

By 1947, the mines were mostly abandoned. The town of Pierceton fell into decay, some of the houses were moved, and the mine portals have fallen in on themselves. Almost all that is left is a large concrete slab and vault where the commissary stood. There are smaller concrete slabs with many embedded bolts that indicate the site of the three inclines. The huge wooden trestle across Pole Creek Branch is remembered by very few people. The narrow gauge railroad bed is now a part of County Road 8. The road bed of the narrow gauge railroad in the Sinks is traveled by hunters on their all terrain vehicles. The home place of Albert Eugene McAllister is abandoned. Woodville, Rural Route 2 was rerouted from the Sinks to Letcher and Larkinsville. Pleasant Grove was

incorporated in 1992 as Pleasant Groves. The Norfolk-Southern trains whistle as they pass through the town of Limrock. One convenience store serves the rural community and the motorists on Highway 35 as information center, coffee club lounge, and truck stop. Boyd's Switch has been forgotten. The Aspel-Limrock Volunteer Fire Department building is located near the store.

Education at Pleasant Groves

Around 1933 the Skyline Farm Project had been implemented under Franklin Roosevelt's *New Deal* plan. The plan was designed to give the less fortunate residents in the area a chance to become homeowners. There were two such projects underway in Alabama. One community was located in an area known as Gee's Bend, which is located in South Alabama. The other was located on property that was purchased from the Pierce Development Company by the NEW DEAL AGENCY. This newly developed community was named the Skyline Community. Along with the building of new homes and business, the NEW DEAL brought with it an emphasis on education that was responsible for the Skyline Elementary and High Schools.

Pleasant Grove was a very isolated area located upon Cumberland Mountain, with Limrock, Woodville Route No. 2, and County Road 17 being the only accessible passages. There was a limited amount of travel through the area, which undoubtedly affected educational opportunities for the young residents. The people of the Pleasant Grove community wanted to provide for its young residents the same educational opportunities that were being brought into the surrounding areas. A revival of the Pierceton School would be the answer to this quest.

Eugene "Gene" McAllister and his wife, Belle, had been living in the area for several years. They had seen the Belmont Mines close in 1886. While raising three children, they witnessed the opening and the closing of the Pierce Coal Company and the Pierce Development Company. And now, they were in the midst of the Kennedy and Rudder mining operations. The McAllisters had a strong sense of community instilled in their hearts.

In 1933, Elizabeth Parks moved into the home of the McAllisters and reopened the doors of Pierceton School. Miss Parks taught for seven months. This was the first time the school had been consistently open for that length of time with no interruptions. Prior to Miss Parks's arrival, the school term for the Pierceton School had been very erratic. It had been impossible to find a teacher willing to stay in the area. No doubt this was because the Pierceton School was located in an isolated area and the

school building was very much in need of repair

Miss Parks's arrival in Pleasant Grove brought about a much needed change in the educational system of the area. She was a courageous and innovative seventeen year old who had a love for children. She very well understood the value and importance of an education. The Jackson County Board of Education was very pleased with Miss Parks's performance as a teacher. The board members were excited and amazed when she consented to continue teaching at Pierceton School for two additional seven-month terms 1934-1936.

In the Fall of 1936, Miss Parks was promoted to a new teaching position at Tupelo School in Maynard's Cove. She had become an active member of the Pleasant Grove Community, and she regarded the McAllisters as family. Even though she was pleased with this promotion, it was with a great sense of sadness and regret that she left Pleasant Grove.

About five years after Miss Parks's departure, Pierceton School was merged with the nearby Wininger School. These two schools, along with other one-room schools in the area, were later consolidated with the Larkinsville School.

Scottsboro expanded its city limits to include the city of Larkinsville. All of the students in the Larkinsville school zone were transported to schools in Scottsboro. Imposed federal regulations prevented the Cumberland Mountain students from being bussed to Scottsboro. Most of these students were then enrolled at Skyline School. Some students living southwest of Pleasant Grove were transported to Woodville High School.

Personal Interviews

Claude Rudder, Jr.
Edith West McAllister
Eula Mae West McAllister
David Kennedy
Ernest West
Elizabeth Parks Page

Photographs

Pierceton School Class Photograph

Artifacts

Teacher's Certificate of Elizabeth Parks
Pierceton School's First Christmas Program

Claude Rudder Jr.



Claude Hilbert Rudder Sr., and Rose Henson Rudder

Prior to 1932, my father, Claude Rudder, Sr., served in World War I and worked as a coal miner around Stevenson, Alabama. About 1932, a representative of the Pierce Development Company approached him with the idea for him to operate the Pierce Mines. Under the management of the former lessee, William Douglass, the mines had not been properly worked. Safety guidelines had not been observed. The mining equipment and the transportation system were not usable. Most of the mines were unsafe to enter. The coal pillars had been removed.

We moved to Pierceton in June of 1934. There were eight or nine of the Pierce-built houses at Pierceton at the time. My father's primary reason for dealing with the Pierce Development Company was salvage. After exploring the mines, he signed a lease contract. Some of the local miners were hired as early as 1932 or 1933. Charley Foote was hired as straw boss to direct the mining operation. Charlie hired two good miners about 1933. They were Glen and Carl McAllister. (This was confirmed by Eula West McAllister.)

My father did not do much mining at Fork Mountain. The coal was of poor quality. He worked mine No. 9 about ½ mile north of Pierceton. This was the only mine with headroom enough for small mules to be used to move the carts. The mining carts of coal were dumped into a tipple. When the tipple was full a truck could be loaded by opening the

trap door. We peddled the coal through the area at \$4.00 a ton. The coal business grew. My father opened another portal No. Ought at the extreme northern end of the McAllister Sinks. Some of our miners began working for Jimmy Kennedy. When we had a demand for coal beyond our output, my father bought coal from the Kennedy Mines.

The salvage operation continued under the supervision of my father. Where he could, he used the existing equipment to assist the salvage operation. Since the roads on Cumberland Mountain were very poor, he tried to utilize the bridges, trestles, and railroads in the movement of the scrap items.

Beginning at the Fork Mountain Mines and ending at the Southern Railroad siding at Limrock, my father used explosives to reduce the metal to pieces that could be loaded on a truck. There were three boilers and a steam engine at Fork Mountain. There were four sawmill boilers and four steam engines at present day Skyline. There were eight miles of rails on the Fork Mountain narrow gauge. Since these rails were light weight, they could be moved easily by truck. At the middle incline there were three locomotives and one steam operated drum. Some of the Fork Mountain rails slid down this incline track. A few pieces of these three locomotives can be found at the explosion site. (These three locomotives played an important part in the childhood of Mildred Gerbage Honey.) In the Sinks, the 'dinky' engine No. 4, and boiler and steam engine at incline No. 1 were reduced to scrap. Most of this scrap was trucked through the Sinks to Limrock.

Fred Wallingsford, Sr. assisted in this salvage operation. He worked with his mules, dragging the heavier rails from Gentles Cove standard gauge railroad to Limrock.

My father closed the mines at the approach of World War II. He was too old for combat but his knowledge of explosives and construction convinced the wartime Seabee's of his usefulness toward the war effort.

Edith West McAllister



Edith West McAllister with husband Carl.

I was born at Pleasant Groves, Alabama on October 10, 1910. My father was Thomas Newton "Dick" West, and my mother was Mary Ellen Gould (Gold). Carl McAllister and I married in 1927. My father was born in 1909. He was a coal miner who was employed by William Douglass and in the 1930's worked for Claude Rudder. My sisters were Eula West (Mrs. Glen McAllister) and Fanny West (Mrs. Ras Shelton).

I visited my sister, Fanny West Shelton and her husband, Ras Shelton, in 1918 at Pierceton. Ras Shelton lived in a company house. There was a school house at Pierceton. I lived at Pleasant Grove, which was about 1½ miles west of Pierceton.

There was no school at Pleasant Grove, so I went to Pierceton. Since the teacher for the Pierceton School boarded with the Ras Shelton family, I was allowed to attend the Pierceton school.

I can clearly recall the coal and lumber train that ran from Fork Mountain and the buildings at Pierceton front end on the railroad. Often times, the students had to stop making their recitations because of the

noisy train. The coal cars were from the Fork Mountain Mines. The lumber was from the sawmills located at present day Skyline.

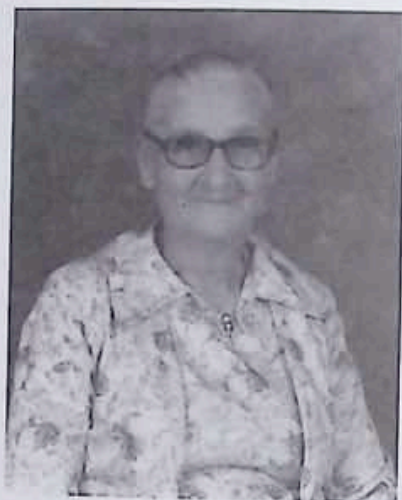
After the closing of the mines in the Sinks and on Fork Mountain, and the shutting down of the sawmills, the Pierce Coal and Lumber Company abandoned the town of Pierceton. The company store, post office, and school were discontinued. The books, desks, and other equipment were moved to an abandoned church house at Pleasant Grove.

When I married Carl, he was working in the Pierce Mines. The mines had come under the control of the Vere Mineral and Metal Company of Chicago, Illinois. William S. Douglass was the agent for the Chicago Firm.

Carl worked in the Sinks mines for Douglass and later in the early 1930's for Claude Rudder. Carl and his brother, Glen, received 50 cents a carload of coal. They could make about one dollar per day.

When the coal seam narrowed to 18" it was necessary to shoot the bottom. Underneath the coal seams there was usually a 12" to 15" seam of slate rock. This slate rock had to be drilled, shot, and removed from the mine in order for the miner to have room to work the narrow coal scam. The miner received no pay for slate removal.

Eula West McAllister



I was born on April 4, 1914. My father was Thomas Newton West, and my mother was Mary Ellen Gould (Gold). I had three brothers, Jasper West born August 17, 1905; Samuel West, born May 18, 1908; and Kimsy West, born August 9, 1898; two sisters, Edith West McAllister, born October 10, 1910 and Fanny Shelton, born 1895.

I married Glenn McAllister on October 1, 1933. Glenn was born August 27, 1911.

Glenn had worked in the Pierce Mines [Claude Rudder Manager] prior to our marriage. Shortly after our marriage we moved into one of the company's duplexes. The Pierce Coal and Lumber Company built the houses new in 1912 and 1913.

The miner's houses were built on a slope west of the railroad. The railroad and a foot path were the front yard. All the housing faced the east. The front porch was high above the ground. The back side was very near the ground.

Clarence and Donna Mae Harvey Tidwell occupied company house number one, the house nearest the commissary. Clarence worked in the mine with Glenn. Charley Foote occupied the next house to the north. He was the straw boss for Claude Rudder. He hired Glenn to mine

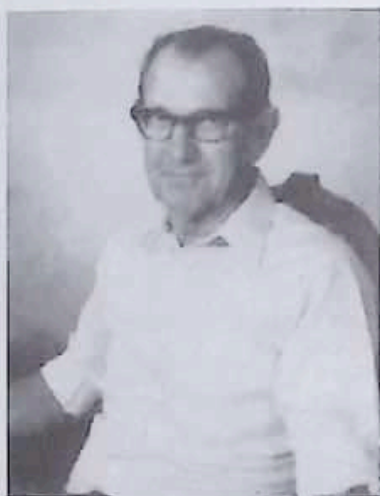
coal for \$1.00 a day. The next building was the school house. At least the school was there in 1917. Edith and Glenn lived in a duplex about 10 feet to the west of the railroad. They lived in the right side. Roy and Polly Hardin lived in the left apartment.

The following individuals worked for Claude Rudder with Glenn McAllister. Clarence Tidwell, Carl McAllister, Roy Hardin, Hez McAllister, and Cooge McAllister. After the men folks had left for the mines, the wives would do the necessary house work and prepare dinner. Beans or peas, fat back and corn bread were the basic foods. About eleven o'clock each work day we would pack this food in a bucket or basket and with the children walk the railroad track to the mines. The men would come out of the mines and eat dinner with their family. After a short rest and visit, the men would return to the mines and the women would make the one-half mile return trip to their homes. Charlie Foote was straw boss for Claude Rudder, but he mined coal like the other employees. The miners made about one dollar a day.

The duplex houses were very nice. There were windows in every room. The outside walls were weather boarded. The inside walls were made of dressed lumber. The buildings were built on a slope. The front porch was three feet off the ground. The back door step was the ground. There was no backyard. The railroad was the front yard. I did not see any locomotive on the railroad while I lived there. Claude Rudder transported the coal from the sinks by wagon and later by truck.

In 1933, Elizabeth Parks taught school in the Pierceton School located at Pleasant Groves. Raymond and Louise Rudder were among her students. She visited the Claude Rudder family who lived upstairs in the commissary building. Mrs. Rudder was a lovely person.

David Kennedy



My father, James "Jimmy" Lemuel Kennedy and his family moved from Georgia to Pleasant Grove in 1924. I was six years old at the time. Jimmy Kennedy worked in the Pierce Mines under the supervision of William Douglass and Claude Rudder. These, with their portals in the Sinks, were no longer profitable. When my father lost his job with Claude Rudder, he decided to work the coal seam from the western side, which he owned.

There were several experienced coal miners living in Pleasant Grove. The following individuals worked at one time or another for my father: Dib Cain, Andrew Bates, Charley Foote, Jack West, Lonzo McAllister, Carl McAllister, and Glen McAllister.

The Mines were equipped with secondhand tram rails, coal carts, etc., that had been salvaged from the Pierce Mines. The working conditions were much improved over those found in the Pierce Mines. The seam was upwards of 60 inches in height. The miners could work in a more comfortable position. The tram carts did not have to be unloaded by hand. The coal was dumped into an incline cart that would be hoisted to the screening bins at the top of the incline.

My father peddled the coal by truck to the householders on Cumberland Mountain, in Larkinsville and Scottsboro at \$5.00 a ton. In 1943, the mines were leased to Elijah West, who was the uncle of Jack West.

Ernest West



Ernest and Ruth West

I was born in 1924. My grandfather was Thomas Newton West. He lived all of his life on his farm. The school, Pierceton, had been moved from the Sinks before I was born. You ask about the Kennedy Coal Mines. I watched the operation for hours at a time as a young boy.

I visited Pierceton in 1934 about the time Claude Rudder was the lessee of the mines. I went to visit my aunts Eula and Edith. Glenn McAllister and his wife, Eula, lived in one of the houses at Pierceton. Glenn and his brother Carl worked in the mines for the Rudder Coal Company.

Before I was allowed to see the coal mines, I was warned to stay away from the engine and coal cars parked on a spur track. Some of the cars were loaded and the others were empty. All of this rolling stock was scotched. A stout timber had been inserted in the wheel spokes to prevent the cars from being pulled back down the track by gravity.

As a teenager, I worked for my uncle Elijah West in the Kennedy Mines. The first thing a miner did before entering the mine was to charge his carbide lamp. Without the small head lamps, the mine would be in total darkness. Upon entering the mines, each coal pillow was examined. If there was evidence of crumbling, a wooden support timber was wedged between the floor and the rock ceiling. The worst fear of a miner is a rock fall. If a track has been installed, the cart was pushed to the end of the track. As the seam was mined, the tram tracks were extended. If an area doesn't have a tram track, a wheel barrow was used to transport the coal to the portal.

Many times the last task for the day was to shoot the black powder charge. Two-man drills were used to open a hole in the face of the seam. Using a steel copperhead rod about six feet long, a cylinder of newspaper (sometimes a Sears Roebuck and Co. catalog) containing black powder was inserted into the drilled hole. A fuse was attached to the cylinder. The miners would light the fuse. The smoke and dust would settle during the night. With short handled scoops, the loose coal was loaded and moved to the portal. While the coal was being taken to the portal by some of the miners, the others were preparing to repeat the process.

The Kennedy Mines had a tram inside. At the portal, the carts were dumped into the larger car, which operated over the incline. The track from the mine was several feet higher than the incline track. The coal from the mine was dumped in a small tippie or storage chute. The axles of the mining carts were very close together. The load of coal was balanced on these four wheels. Upward pressure from each end would cause the cart to spill its contents. The front of the each cart had an easy lift end gate.

About four feet from the end of the two tram rails, the rails and support timbers were modified to install a dumping mechanism. A rod was installed in such a way that the weight of the loaded car would cause the track and frame to tilt forward. A curved upward hook at the end of the iron rail would catch on the wheels of the cart to prevent it from rolling off of the tracks.

When the incline cart was filled, a large roller at the top of the incline would slowly turn. The cable affixed to the roller would be turned by mule power. As the mule walked in a circle, the cable wound around the drum. The loaded cart would then be drawn up the incline, and the coal was unloaded and screened by size.

Elizabeth Parks Page



In 1933, I moved into the home of Eugene and Belle McAllister in the community of Pleasant Grove. In addition to this being my first teaching position, I was seventeen years old and very nervous about living away from my family. Thanks to the kindness of Gene and Belle, it was in this depressed coal mining community that I made the adjustment to living away from home.

The McAllisters had three children that had moved out into homes of their own. I sensed that Belle regarded my time in her home as helping to fill her empty nest. In the mornings when I arose, she had a filling breakfast on the table. She prepared sack lunches for me each day, and dinner was ready on the table when I returned from teaching school. She was very much like a mother to me while living in her home.

Gene McAllister was not to be outdone by his wife's kindness. He made me feel very safe and secure. If the weather was bad at the close of the school day, he would be waiting at the school with an extra wrap and an umbrella to shield the rain. In addition, he always saw to it that there was a fire burning in my bedroom to keep me comfortable. He

had also arranged for Fletcher Cain to light the potbellied stove in the school building during the winter months so that the classroom would be comfortable when we arrived.

On days that I wanted to return home to visit with my family, Gene would arrange for a horse and buggy transport to carry me over to Letcher to the taxi road. The road from Pleasant Grove to Letcher was near impassable for modern wheeled vehicles. Upon my return, he would arrange for some one to transport me back to Pleasant Grove.

When I first arrived in Pleasant Grove, I realized that the kids had been at a serious disadvantage in comparison to their peers in surrounding communities. All of the children in the community had attended this one-room school. Because there had been no consistent school sessions in the area, many of the children were over aged for their grade. For instance, I had one student who was nine years old and in the first grade. Another student was fourteen years old and in the second grade.

The Jackson County Board of Education had not made any provisions for one-room schools to teach beyond a sixth grade level. One student, David Kennedy, was thirteen years old and ready for the seventh grade. He was supposed to attend Larkinsville or Limrock schools, but did not want to make the five mile hike to and from the school each day. David approached me with a proposition that I found impossible to refuse. In return for me teaching him at the seventh grade level, he would act as director of recess and lunch time activity for the male students. This worked out well because he was much larger than the other boys and could help referee their games while I played with the girls. It was probably due to his presence that I never had any problems with the male students.

One of my fondest memories was the 1934 Christmas Program that we had. I began planning the program far in advance to assure participation. This was the first such program that had ever been produced by the school. I watched with a great sense of pleasure as the kids memorized and practiced their lines. This was the first time that many of the kids had ever stood before a group to deliver a speech or read a text. They were very nervous. The program was a huge success.

The general consensus of the Jackson County Board of Education was to send the new teachers out into the very rural communities to

get their feet wet. After this "training period," the teachers were offered positions at more developed and larger institutions.

In the Fall of 1936, I received notification that I was to be transferred to the Tupelo School in Maynard's Cove. When I received this notification, my feelings were extremely divided. To be offered such a position was an honor, and was in line with my goals. However, over time, I had grown very much attached to the people in the community and felt a deep sense of regret and sadness about leaving the area.

I was sad to leave because I had watched these educationally deprived children grow tremendously in the previous three years. They had developed a strong desire to learn. They wanted reading materials, and I was determined to fulfill their requests. There was no local newspaper, and most of the kids could not afford to purchase the textbooks. On my trips home, I would bring back with me old textbooks, magazines, newspapers, and catalogs to put in the school library. My brothers often teased me that before they had a chance to read the magazines and newspapers, I had taken them back to Pleasant Grove with me. It was difficult to leave behind students who wanted to learn as much as the kids at Pierceton.

When I left Pleasant Grove, the school was consolidated with the nearby Wininger School. These schools, along with other one-room schools, later merged into the Skyline Community Schools.

During the 1940's, the high school students from Pleasant Grove and from Tupelo were transported to Jackson County High School where my husband, Lewis Wendell Page, Sr., served as teacher and later principal. During this time, he taught several of the students that I had in my classroom at Pierceton School and Tupelo.

Over the years, Wendell and I have visited the Pleasant Grove community on several occasions. The area is still very much a dear part of my heart.

Pierceton School Class Picture



First row: Unknown, Unknown, Unknown, Vera Cain, Leonard West, and Joseph Kennedy.

Second Row: Unknown, Floyd West, Mary McAllister, Ruby Cain, Unknown, Clara West, Unknown, and Unknown.

Third Row: Elizabeth Parks (teacher), Willard Helms, Hez McAllister, Lloyd McAllister, David Kennedy, Unknown, and Paul Cain.

Copy of Teacher's Certification issued to Elizabeth Parks in 1935. All teachers were required to have these certificates before they were commissioned by the trustees to teach.

This certificate is hereby made valid until June 30 1936
J. A. KELL, Jr.
State of Alabama

The State of Alabama
Department of Education
DIVISION OF TEACHER TRAINING AND CERTIFICATION

Teacher's Third Grade Certificate

No. 5708 Series A-5

IN CONSIDERATION of the possession of the qualifications prescribed by law and ascertained by an examination on the subjects of Hygiene and Health, Reading, Spelling, Alabama History, Arithmetic, General Science, Geography, United States History, Civics, English and Literature, and selected professional books, on which not less than 40 per cent on any one subject and an average of not less than 60 per cent on all subjects were made, the THIRD GRADE CERTIFICATE is hereby issued on which the holder

Elizabeth Parks is authorized to teach in grades ONE TO SIX, INCLUSIVE, for a period of TWO YEARS from July 1, 1935.

REQUIREMENTS FOR RESTATEMENT

1. A new certificate of the same grade and subject to the same conditions for reinstatement will be issued to the holder upon submission of credentials stated in 10% of the groups listed below, provided the credits are earned within the period of validity of the certificate, or, in case of an expired certificate, within two years and providing the new certificate is to have:

- (a) Two training-in-service credits
- (b) Twelve semester hours of resident credit
- (c) One training-in-service credit, and six semester hours resident credit
- (d) Sixty-day travel and one training-in-service credit
- (e) Sixty-day travel and six semester hours resident credit.

2. This certificate is not subject to reinstatement for a shorter period than two years or fewer credits than those listed in the groups.

Elizabeth Parks
Secretary

Copy of first Christmas program ever held by the kids of Piercetown coordinated by Mrs. Elizabeth Parks Page.

Program

Scripture Reading
 The Story of Christmas --- Oscar Helms.
 The First Christmas --- Estell Woods
 An Bethlehem Long Ago --- Ezekiah McAllister
 Dialogue --- Vera, Verlin, Leonard & Floyd.
 A Note to Santa --- Joseph Kennedy.
 Santa Claus --- Melvin McAllister.
 Santa's Blues --- J. T. McAllister.
 Santa Claus is Coming --- Ralph Edwards.
 Christmas is Coming --- Amy McAllister.
 A Letter to Santa --- Floyd West
 Poem --- Auburn Woods
 The Night Before Christmas --- Ruby Mae Edwards.
 Just Five Christmas --- Willard Helms
 Dear Santa --- Jeff McAllister
 Poem --- Ruby Cain
 The Baby's Stocking --- J. McAllister
 An Christmas Eve --- Charlie Stevens
 The Little Lord Jesus --- Mary McAllister
 Christmas East and West --- Bud Cain
 Telephoning to Santa Claus --- Clara West
 The Shepherd Left Behind --- Edward McAllister
 A Really Truly Santa Claus --- J. Helms
 Promised at Last --- Avery West
 Christmas Greetings --- Jasper McAllister

Finis

Definitions

Alabama Black Band Coal, Iron and Railroad Company. Successors to the Jackson County Coal, Iron and Railroad Company. The assets were sold to the Pierce Development Company about 1908.

The Alabama Herald. A weekly newspaper published by Alexander Armstrong in Scottsboro, Alabama from 1869 to about 1890.

Alabama Lime and Stone Company. Successor to the Paint Rock Lime Company. This lime rock plant was located on the Southern Railroad about one-half mile south of Paint Rock, Alabama. The officers and owners were also the owners of the Hunter Coal Company. H. Hunter Smith was supervisor of this lime plant until the mid 1920's.

Beech Railroad. A standard gauge railroad built by Walter S. Gordon to connect his sawmill to Boyd's Switch.

Belmont Coal and Railroad Company. A corporation owned by the three Gordon Brothers; John B., Eugene C., and Walter S.

Belmont Coal Mines. Several portals to the coal seam in the McAllister Sinks.

Belmont Railroad. Operated as a part of the Belmont Coal and Railroad Company. This system consisted of three segments of standard gauge, the narrow gauge of Boyd's Switch and the incline.

Black diamonds. Newspaper jargon for coal seams

Boyd's Switch. A small community which developed around the sidetrack and associated switchers on the main line of the Memphis and Charleston Railroad. In 1882, the name was changed to Limrock

Brown, Jesse E. Lawyer, business, and civic leader in Scottsboro during the latter part of the 1800's.

Cahaba Coal Fields. Coal fields located in Shelby County and the eastern part of Jefferson County.

Gordon, Carrie A narrow gauge locomotive named for the little daughter of John B. Gordon.

Castle Rock Coal Company. Opened by Washington Ellis at Bryant, Alabama in 1881.

Chicago Crowd. The stockholders of the Vera Mining and Metal Company. William Douglass was the general manager of this crowd for their operations in Jackson County in the mid 1920's.

Coosa Coal Fields. Fields located in Etowah, St. Clair, Calhoun, Talladega, and Clay Counties.

Blowing Cave Cottages. Three houses used as summer residences for the Gordon Brother families. These cottages were located near the Blowing Cave.

Cumberland Plateau. That part of the Appalachian Plateau that extends southward into Tennessee and Alabama.

Cunningham Mines. Coal mines operated in 1861 near Bryant, Alabama by J. D.. Cunningham.

Dick, the Digger. the pen name of the Langston reporter for *The Scottsboro Citizen* during the time of the very infectious epidemic of gold fever in 1887..

Douglass, William. Real estate agent in Russellville, Alabama. Agent for Pierce Development Company. Stockholder in Vera Mining and Metal Company. Involved in litigation in Circuit Court.

Drum. A large cylinder powered by a steam or gasoline engine. The long cables around the drum, used for raising and lowering cars over inclining planes, are wound on the drum.

Eureka Mines. Coal deposits in the Crow Creek Valley near Stevenson, Alabama. Also at Oxmoor in Jefferson County, Alabama.

Fork Mountain Mines. Openings on Fork Mountain to the coal seam in the Cumberland Plateau.

George R. C. a tent revival evangelist, who in a period of ten days in early October of 1895, amazingly cured the gold fever with a wonderful revival of religious conversions.

Gordon Coal Mine. Operated in northeast Alabama and northwest Georgia by the Gordon Family prior to 1861.

Gossetts Gap. On Sand Mountain near Langston.

Gunter Mountain. A southern extension of the Cumberland Plateau in Jackson and Marshall Counties in Alabama.

Gunter Mountain Coal, Iron and Railroad Company. A proposed industrial complex to be establishes in 1886 on Gunter Mountain.

Hulda (also known as Huld). The standard gauge locomotive owned and operated by the Pierce Coal and Lumber Company from 1912 to 1919. Sold for scrap iron during the Rudder Years.

Hunter Coal Company. Founded by H. Hunter Smith and H.W. Smith in 1908 to develop the coal seam at Bullock Point on Keel Mountain south of Paint Rock. The mines were sold to the Cumberland Properties Corporation of Arizona in 1912 or 1913. H. Hunter Smith was the superintendent of the mines and lime plant.

Jackson County. Established in 1819 as a county in the Alabama Territory. Named for Andrew Jackson

Jackson County Coal, Iron and Railroad Company. A Memphis-based corporation organized for the purpose of developing the mineral resources of the Crow Mountain and Mud Creek area. Jesse E. Brown was secretary and director of the company.

The Jackson County Real Estate and Immigration Agency. A chamber of commerce type organization founded in Scottsboro in 1883. Jesse E. Brown, attorney was the driving force.

Keel Mountain. A spur of the Cumberland Plateau west of the Paint Rock River Valley.

Kentucky, Tennessee and Alabama Railroad. A proposed railroad between Cincinnati, Ohio, and Birmingham, Alabama.

Larkinsville. A town on the M&C Railroad east of Boyd's Switch.

Limrock also spelled (Lim Rock). Formerly Boyd's Switch.

Little Mable. A standard gauge locomotive operated by the Belmont Coal & Railroad Company. Named for the little daughter of Eugene C. Gordon

McAllister Sinks. A very large sinkhole with a surface area of approximately four square miles. The area was named after Albert Eugene McAllister who was the major landholder of the area in the early 1900's.

Manifest Destiny. The belief held chiefly in the 19th Century that it is the destiny of the United States to expand its territory over the whole of North America.

Marine National Bank. New York based financial institution which granted a loan of \$100,000.00 to the Gordon Brothers.

Memphis and Charleston Railroad. A major railroad built in the mid 1850's as part of a rail link between Memphis, Tennessee and Charleston, South Carolina. The Norfolk-Southern Railroad is the present name.

Menlo. The mining town established in 1881 by Harrison G. Otis. The town, located in the McAllister Sinks, rapidly declined after the mines were closed in 1885.

Mineral Leases. Permits granted by landowners to a second party for mineral exploration and/or processing. If more than two parties were involved, the permit would be a third-party lease.

N & C RR. Abbreviation for the Nashville and Chattanooga Railroad. Later the Nashville Chattanooga and St. Louis. (NC&STL) RR. Later the Louisville and Nashville RR (L&N)

Narrow Gauge Railroad. Railroad whose tracks contain only three feet of space between the rails.

Nickajack Valley. Renamed Cole Valley after 1875. Located in the extreme northwest corner of Georgia.

North Alabama Coal Company. A coal company owned by the Pierce Brothers of Buffalo, New York. The headquarters were in Bridgeport and the mining operations were at Bryant, Alabama.

North Alabama Mining, Manufacturing Quarrying and Lumber Company. A proposed industrial complex to be built at Stevenson, Alabama in 1859.

Obediah Hurt Lime Plant. Opened at Boyd's Switch about 1870 by Frederick Obediah Hurt. Limestone was converted to agricultural lime by burning. The plant was eventually sold to Cunningham and Staples. The plant ceased operation in the 1920's.

Pierce Development Company. Parent company of the Pierce Coal and Lumber Company. The headquarters were in Buffalo, New York and Pierceton, Alabama respectively.

Pierce Railroad. Built in 1912 and 1913 by the Pierce Coal and Lumber Company.

Plateau Coal Field. Coal fields located in Jackson County and Dekalb County.

Pole Creek trestle. A one thousand foot wooden railroad bridge across Pole Creek, a part of the narrow gauge mountain line.

Popejoy, Milton. Coal miner and distributor. Mayor of Paint Rock, Alabama.

Portal. The entrance to an underground mine.

Railroad. Incline. One or two narrow gauge track. Movement is up and down in rugged terrain.

Range lines. From a base, lines six miles apart. When used with the township lines, these lines form the basis for land identification in much of the United States.

Sauta Creek Mining Company A mining company formed by investors from Scottsboro. The company was organized during the gold rush of the Langston Fields.

Scantling. Short stick used as a breaking mechanism for tram cars used by the miners.

The Scottsboro Citizen. A weekly newspaper published in Scottsboro. The editor and publisher was James Armstrong. *The Citizen* merged in 1887 with other locally published papers to become *The Progressive Age*.

Shanty. A temporary shelter or house constructed quickly of poor quality material.

Shoot the bottom. The process of using black powder to blast open a tight spot or "squeeze" in the mountain.

Sinks. A sinkhole. A natural basin drained through underground openings.

Slip Scrape. A flat-bottom metal bucket (usually about 3 feet square). This mule-powered bucket was used to move loose dirt.

Squeeze. Underground stone formations that compress a coal seam to less than 18 inches in depth.

Standard Gauge Railroad. Railroad whose tracks contain 4 feet 8 1/2 inches of space between the rails.

Tipple. A large storage bin at the lower end of an incline railroad. Usually with trapdoor for unloading the contents into a hopper car or truck bed.. Mostly

associated with the coal industry.

Township. A division of land consisting of 36 square miles or sections.

Tram. Designed to allow a loaded car from the mines to be unloaded directly into a tipple.

Vera Mining and Metal Company. Leaseholders to the Pierce Development Company holdings in Jackson County 1924-1928.

Warrior Coal Fields. Coal deposits found in the Warrior River Basin. The fields are located in West Jefferson County, Walker county, and Tuscaloosa County.

Westward Movement. The migration of people during the 19th century from the thirteen colonies (states) toward the west as new territory was acquired by the national government.

Woodville. A small town in the M&C Railroad west of Boyd's Switch

End Notes

Gordon Years

- ¹ Deed Book 9, 67 (Chancery Court, Jackson County, AL, May 19, 1877).
- ² Agreement for Coal Purchase, Memphis and Charleston R.R. and John B. Gordon, Eugene C. Gordon, and Walter S. Gordon, Deed Book 9, 578-79 (Probate Court, Jackson County, AL, Apr. 18, 1879).
- ³ Declaration for Incorporation, Belmont Coal and R.R. Co., Will Book Z, 570 (Probate Court, Jackson County, AL, Apr. 5, 1879).
- ⁴ Sale of Mineral Lease, Belmont Coal Property and Gordon Brothers, Deed Book 9, 177 (Probate Court, Jackson County, AL, Nov. 13, 1880).
- ⁵ Deed Book 9, 178 (Probate Court, Jackson County, AL, Jul. 28, 1881).
- ⁶ Estill Brothers v. Belmont Coal and Railroad Company, R 1 (Circuit Court, Jackson, AL, Feb. 20, 1882).
- ⁷ See Report of Subscription to Increase Capital Stock, Belmont Coal and R.R. Co., Will Book H, 463-65 (Probate Court, Jackson County, AL, Mar. 23 1881).
- ⁸ Report of Stockholders, Belmont Coal and R.R. Co., Deed Book 9, 495 (Probate Court of Jackson County, AL, Feb. 10, 1881).
- ⁹ Deed Book 10, 499 (Probate Court, Jackson County, AL, Feb. 12, 1881).
- ¹⁰ Deed Book 10, 498 (Probate Court, Jackson County, AL, Mar. 2, 1881).
- ¹¹ Deed Book 10, 525 (Probate Court, Jackson County, AL, Mar. 2, 1881).

Otis Years

- ¹² See Marcellus W. Patillo and John J. Moody D/B/A Moody and Patillo v. Belmont R.R. Co., No 3547, at R. 1 (Circuit Court of Jackson County, AL, Nov. 12, 1881) Contract as restated in complaint.
- ¹³ Asher v Berry and Belmont Coal and RR Co., No. 3520, Minutes of Circuit Court, 64 (Circuit Court of Jackson County, AL, Oct. 29, 1881)

- ¹⁴ See *Newburgh, Stern, Laver and Company v. Belmont Coal and R.R. Co.*, No. 230-3499, at R.1 (Circuit Court of Jackson County, AL, May 6, 1881).
- ¹⁵ See *Morgueze ET AL. v. Belmont Coal and R.R. Co.*, No. 3501, R. 1 (Circuit Court of Jackson County, AL, May 7, 1881).
- ¹⁶ See *Settle and Kinnard v. Belmont Coal and R.R. Co.*, No. 3506 at R.1 (Circuit Court of Jackson County, AL, May 10, 1881).
- ¹⁷ See *Neely v. Belmont Coal and R.R. Co.*, No. 3545, at R.1. (Circuit Court of Jackson County, AL Nov. 14, 1881) (abstract of full complaint).
- ¹⁸ *Patillo and Moody v. Belmont R.R. Co.*, No 3547, R.1 (Circuit Court of Jackson County, AL, Nov. 12, 1881).
- ¹⁹ See *Southern States Coal, Iron, and Land Co. v. Patillo and Moody and Belmont Coal and R.R. Co.*, No. 3549 at R. 1 (Circuit Court of Jackson County, AL, Nov. 19, 1881).
- ²⁰ See *Smith v. Belmont Coal and R.R. Co.*, No. 3584, at R.1 (Circuit Court of Jackson County, AL, Feb. 6, 1882). The jury decided in favor of the plaintiff and awarded damage at \$122.66.
- ²¹ See *Smith v. Belmont Coal R.R. Co.*, No. 3584, at R. 1 (Circuit Court of Jackson County, AL, Feb. 19, 1883).
- ²² See *Powell v. Belmont Coal and R.R. Co.*, No. 3777 (Circuit Court of Jackson County, AL, Aug. 17, 1883).
- ²³ See *Smith v. Belmont Coal and R.R. Co.*, No. 3972, at R. 1 (Circuit Court of Jackson County, AL, Nov. 28, 1883).
- ²⁴ See *Smith et al v. Belmont Coal and R.R. Co.*, No. 3837, at R.1 (Circuit Court of Jackson County, AL, 10 May, 1884).
- ²⁵ *Belmont Coal and R.R. Co.*, 3837, at R.1.
- ²⁶ See *Newman v. Belmont Coal and R.R. Co. ET AL.*, No. 457, Book L, 1-14 (Chancery Court of Jackson County, AL, Mar. 16, 1885).
- ²⁷ See *Gordon ET AL. v. Smith ET AL.*, No. 3972 (Circuit Court of Jackson County, AL, May 4, 1885).
- ²⁸ *Belmont Coal and RR. Co. ET AL.*, 457, Book L at 49-50.
- ²⁹ *Belmont Coal and R.R. Co. ET AL.*, 457 Book L at 53.
- ³⁰ *Belmont Coal and R.R. Co. ET AL.*, 457, Book L at 1-15.
- ³¹ See *Newman et al. v. Belmont Coal and R.R. Co.*, 3778, Minute Book B, 185-187 (Chancery Court of Jackson County, AL, May 23, 1885).

- ³² *Harrison G. Otis*, Postcard, Sept. 16, 1882. Original card on file at the Scottsboro-Jackson Heritage Center, Scottsboro, AL.
- ³³ *Harrison G. Otis*, Postcard, October 20, 1882. Original card on file at the Scottsboro-Jackson Heritage Center, Scottsboro, AL.
- ³⁴ *Powell v. Belmont Coal and R.R. Co.*, No. 521 (Circuit Court of Jackson County, AL, July 20, 1886)
- ³⁵ See *Pattilo and Moody v. Belmont Coal and Railroad Co.*, No 3546 at R.1 (Circuit Court of Jackson County, AL, Nov. 12, 1881). Sketch of specifications as they appear in the lawsuit.
- ³⁶ *Neely v Belmont Coal and R.R. Co.*, No. 3548 at R. 1 (Circuit Court of Jackson County, AL, Nov. 14, 1881).
- ³⁷ *Pattillo and Moody v. Belmont Coal and Railroad Co.*, No. 3546, at R. 1 (Circuit Court of Jackson County, AL, Nov. 12, 1881).
- ³⁸ See *Southern States Coal, Iron, and Land Co., Ltd. v. Patillo and Moody and Belmont Coal and R.R. Co.*, at R.1 (Circuit Court of Jackson County, AL, November 19, 1881).

Gold Rush

- ³⁹ *Gunter Mountain Coal Mining Company*, Oct. 22, 1905, Register of Private Corporations, 314 (County Commissioners Court, Jackson County, AL).
- ⁴⁰ Deed Book 41, 229 (Probate Court of Jackson County, AL, August 12, 1907).

Pierce Years

- ⁴¹ Deed Book 40, 51 (Probate Court of Jackson County, AL, Mar. 18, 1907).
- ⁴² Certificate of Incorporation, *Pierce Development Company*, Register of Incorporations, 403-405 (Probate Court of Jackson County, AL, Sept. 9, 1910).
- ⁴³ Certificate of Incorporation, *Pierce Development Company*, Register of Incorporations, 406 (Probate Court of Jackson County, AL, Sept. 9, 1910).
- ⁴⁴ *In re Estate Sale of James Beeson*, Franklin D. Pierce purchased 260 acres of land known as the James Beeson Tract located on Cumberland Mountain.

See also Charles P. Lane, Local News, *Progressive Age*, Apr. 28, 1911.

- ⁴⁵ Agreement to Dissolve, Pierce Coal and Lumber Company and all Holders of Capital Stock, Register of Incorporations, 543 (Probate Court of Jackson County, AL, Dec. 1, 1919).
- ⁴⁶ Letter from Franklin D. Pierce, M.D. and Ray V. Pierce, M.D., to Mrs. C. C. Boyd, Patient (Oct. 16, 1918.) (on file with the Scottsboro Jackson Heritage Center).
- ⁴⁷ Diary developed by the Pierce Brothers (Oct. 27, 1880) (on file at the Scottsboro-Jackson Heritage Center, Scottsboro, AL).
- ⁴⁸ See Agreement for Railroad Track, between Pierce Development Company and Southern Railroad, Book II, 326-331 (Probate Court of Jackson County, AL, Feb. 24, 1912).

Douglass Years

- ⁴⁹ See *Pierce v. Martin et al*, Final Record, Book 33, Original Bill, 186 (Circuit Court of Jackson County, AL, Aug. 14, 1925).
- ⁵⁰ Deed book 79, 450 (Probate Court of Jackson County, AL, Apr. 17, 1926).
- ⁵¹ *Pierce Development Company v. Martin ET AL.* (Ala, 117 Southern Reporter, 314).
- ⁵² Ibid, page 315.
- ⁵³ See *Pierce v. Douglass*, No. 2798, Deposition of William S. Douglass, page 243 (Circuit Court of Jackson County, AL).
- ⁵⁴ See *Pierce v. Douglass, Statement of Case*, No. 2798, 5 (Circuit Court of Jackson County, AL, Nov. 20, 1931)
- ⁵⁵ See *Pierce v. Douglass, Statement of Case*, No. 2798, 11-12 (Circuit Court of Jackson County, AL, Nov. 20, 1931).

Selected Bibliography

Books

- Armes, Ethel, *The Story of Iron and Steel in Alabama*, 103, 266, 414 (1972)
- Kenamer, John R., *The History of Jackson County*, 176 (2nd ed. 1993)
- Alabama Mining Institute, *Coal Mining in Alabama* (1936-37)

Family Papers

- Isbell, Charlie Boyd, *Autobiography*, 1 (unpublished)

Newspapers

The Alabama Herald
The Progressive Age

The Scottsboro Citizen
The Stevenson Chronicles

Personal Interviews

- Cain, Viola Sisk, Resident of Pleasant Groves, AL (Nov. 2, 1992).
- Frazier, Clyde, Resident of Woodville, AL (Dec. 30, 1977).
- Frazier, Elizabeth Rousseau, Resident of Limrock, AL (Apr. 8, 1998).
- Gentles, Clyde, Resident of Woodville, AL (Jul. 4, 1978).
- James, Dewey, Resident of Grant, AL (Jul. 14, 1992).
- Jones, Richard, Resident of Nat Community (Dec. 23, 1992).
- Honey, Mildred Lena Gerbage, Resident of Skyline, AL (Dec. 1, 1992).
- Kennedy, David, Resident of Pleasant Groves, AL (Jul. 28, 1992).
- Popejoy, Milton, Resident of Paint Rock, AL (Jun. 6, 1978).
- McAllister, Edith West, Resident of Pleasant Groves, AL (Nov. 2, 1991).
- McAllister, Eula West, Resident of Pleasant Groves, AL (Nov. 10, 1991).
- Manning, Phronie Shelton, Resident of Boxes Cove, AL (Dec. 1, 1992).
- Page, Elizabeth Parks, Resident of Scottsboro, AL (1941-1995).
- Rudder, Claude, Jr., Resident of Scottsboro (Jul. 29, 1992).
- Stewart, James T., Resident of Limrock, AL (Apr. 8, 1998).
- Washburn, Ruby Shelton, Resident of Letcher Community, (Dec. 1, 1992).
- West, Ernest, Resident of Pleasant Groves (Oct. 3, 1993).
- Woosley, Maude Stewart, Resident of Scottsboro, AL (Apr. 10, 1998).

Government

Office of the Postmaster General, Washington, DC

County

Jackson County Board of Education

Jackson County Courthouse

Historical Organizations

Scottsboro-Jackson Heritage Center

Census Schedules

1860 Census Population Schedule (Jackson County, AL)

1918 School Census (Pierceton District, Jackson County, AL)

1860-1933

Governor, Congressmen and County Officials CONGRESSMEN

The following is a list of Congressmen who represented Jackson County in the U. S. Congress:

1. WILLIAMSON R. W. COBB, Bellefonte; March 4, 1847 to January 30, 1861. W. R. W. Cobb was born in Rhea County, Tennessee, June 8, 1807; moved with his father to Alabama in 1809; attended the public schools; engaged in the mercantile pursuits. Elected a member of the State house of representatives in 1844 and 1845; elected as a Democrat to the Thirtieth and to six succeeding Congresses, and served from March 4, 1847 to January 30, 1861. when he withdrew. He was an unsuccessful candidate for election in 1861 to the Confederate States Congress; elected in 1863 to the Confederate Congress but was not allowed to take his seat. He was killed by the accidental discharge of his pistol, near Bellefonte, Jackson County, Alabama, November 1, 1864.-*From Biographical Directory of the American Congress, 1774-1927.* Mr. Cobb was the only person Jackson County has ever sent to Congress. We had no representative in Congress during the Civil War.
2. JOHN B. CALLIS, Huntsville; July 21, 1868 to December 6, 1869.
3. PETER M. DOX, Huntsville; December 7, 1869 to March 3, 1873.
4. JOHN H. CALDWELL, Jacksonville; March 4, 1873 to March 3, 1877.
5. WILLIAM W. GARTH, Huntsville; March 4, 1877 to March 3, 1879.
6. WILLIAM M. LOWE, Huntsville; March 4, 1879. After a successful contest with Joe Wheeler he took his seat in his second term, June 3, 1882; died October 12, 1882. Joseph Wheeler served from March 4, 1881 to June 3, 1882. He was then elected, took his seat January 15, 1883 to March 3, 1883.

7. LUKE PRYOR, Athens; March 4, 1883 to March 3, 1885.
8. JOSEPH WHEELER, Wheeler; March 4, 1885 to April 20, 1900.
9. WILLIAM RICHARDSON, Huntsville; August 6, 1900 to March 31, 1914.
10. CHRISTOPHER C. HARRIS, Decatur; May 11, 1914 to March 3, 1915.
11. EDWARD B. ALMON, Tuscumbia; March 4, 1915 to June 22, 1933.
12. ARCHIBALD HILL CARMICHAEL, Tuscumbia; November 14, 1933.

STATE SENATORS 1860-1933

The following is a list of State Senators:

	Served
Francisco Rice	1861-64
John H. Norwood	1865-66
Chas. O. Whitney	1868-72
A. Snodgrass	1872-76
L. A. Dobbs	1876-79
Preston Brown	1880-83
Ira R. Foster	1884-85
J. L. Sheffield	1886-87
W. W. Haralsan	1888-91
W. H. Bogart	1892-95
George J. Hall	1896-99
Floyd A. Bostick	1900-03
John A. Lusk	1907-08
Samuel Philips	1909-10
C. W. Brown	1911-14
John A. Lusk	1915
John B. Tally	1919
Joe Johnson	1923
John K. Thompson	1927
Claude Scruggs	1931

HOUSE OF REPRESENTATIVES 1860-1933

The following is a list of Representatives in the State Legislature:

1859-60	P. G. Griffin, Jonathan Latham, J. M. Hudgins.
1861-62	John B. Tally, Jonathan Latham, T. T. Cotnam.
1863-64	P. Brown, J. W. Young, W. H. Robinson.
1865-66	W.J.B. Padgett, James Williams, Henry F. Smith.
1868-7	James W. Daniel, W. F. Hurt.
1870-71	W. F. Hurt, S. H. Cowan.
1872-73	Jesse E. Brown, J. H. Cowan.
1874-75	W. J. Higgins, W. M. Maples.
1876-77	Wm McFarlane, Samuel Butler.
1878-79	G. D. Campbell, James Evans.
1880-81	W. H. Robinson, J.H. Vaught.
1882-83	S. H. Glover, C. W. Hunt.
1884-85	W. H. Bogart, J. P. Brown.
1886-87	P. P. St. Clair, W. M. Maples.
1888-89	W. H. Bogart, John French.
1890-91	W. H. Clanton, T. B. Parks.
1892-93	S. W. Frazier, J.H. Roach.
1894-95	W. M. Maples, J. H. Roach.
1896-97	P. B. Timberlake, Virgil Bouldin.
1898-99	Milo Moody, Calvin M. Rousseau.
1900-01	J. R. Johnson, Geo. W. Bulman.
1903	W. H. Bogart, Samuel W. Frazier.
1907	James Armstrong, James S. Benson.
1911	S. T. Brewer, W. S. Martin.
1915	C. W. Brown, P.H. Whorton.
1919	J. C. Austin, P. H. Whorton.
1923	Jno. K. Thompson, Capt. John M. Snodgrass
1927	L.H. Hughes, Ira Pigues.
1931	John Snodgrass, John S. O'Neal.

JACKSON COUNTY OFFICIALS PHOBATE JUDGES 1860-1933

The following list of Officers of Jackson County are taken from the Civil Registers as kept in the Archives and History Department in Montgomery.

1. James M. Huggins, Probate Judge, January 11, 1862 (Appointed).
2. Milton P. Brown, Probate Judge, May 5, 1862.
3. L. C. Coulson, Probate Judge, Aug. 7, 1865.
4. David Tate, Probate Judge, July 6, 1868.
5. Nelson Kyle, Probate Judge, Nov.13, 1874.
6. John B. Talley, Probate Judge, Sept. 9, 1880.
7. John H. Norwood, Probate Judge, Oct.25, 1886 (Died in office).
8. J. P. Harris, Probate Judge, Nov. 30, 1891 (Appointed).
9. Wm. B. Bridges, Probate Judge, 1892 (Elected).
10. Chas. L. Cargile, Probate Judge, Nov. 3, 1898 (Elected).
11. W. W. McCutchen, Probate Judge, 1901 (Elected).
12. J. J. Williams, Probate Judge, 1909 (Appointed).
13. James. B. Hackworth, Probate Judge, 1910 (Elected).
14. A. H. Moody, Probate Judge, 1916 (Elected).
15. W. B. Bogart, Probate Judge, 1922 (Elected).
16. J.M. Money, Probate Judge, 1928 (Elected).
17. Henry McAnelly, Probate Judge, 1934 (Elected).

COUNTY COURT CLERKS

No county clerks listed in period of 1860-1933

CLERKS OF CIRCUIT COURT

The following is a list of Circuit Court Clerks:

1. Leroy H. Brewer, Aug.15, 1862.
2. Bailey Bruce, Aug. 7, 1865 (Resigned).
3. Leroy H. Brewer, Aug.15, 1865.

4. E. P. Cowart, Aug.10, 1868.
5. A. H. Caperton, Nov.14, 1874 to March 15, 1879.
6. Joe H. Gregory appointed Circuit Court Clerk by Governor Cobb, to fill out vacant term made by death of A. H. Caperton. Gregory had served as deputy clerk for several years; March 1879.
7. A. J. Huggins, Aug.17, 1880.
8. L. W. Willis, elected in August, commission November 6, 1886.
9. James Thompson, commission 1892.
10. Frank D. Hurt, commission 1898.
11. James M. Swaim, commission 1904.
12. Walker W. McCutchen, commission 1910.
13. George Blackwell, commission 1922.
14. James M. Swaim, commission 1923.
15. Charles W. Wann, commission 1929.

SHERIFFS OF JACKSON COUNTY 1860-1933

The following is a list of the Sheriffs of Jackson County:

1. Stephen E. Kennamer, 1861. The war prevented him from serving his full term.
2. Wm. R. Hill, October 6, 1865.
3. J. J. Roberts, August 10, 1868.
4. Wm. I. Kirk, April 24, 1869.
5. Jas. R. Harris, November 7, 1871.
6. S. H. McMahan, November 25, 1874.
7. W. M. Grider, October 23, 1877.
8. A. W. Skelton, August 17, 1880 (Died October 9, 1882).
9. Thos. S. Robinson, Oct.16, 1882 (Appointed)
10. W. H. Dicus, August 1884.
11. J. L. Gentry, August 1888.
12. Thomas J. Robinson, 1892.
13. D. A. Thomas, 1896 (Died May 18, 1900).
14. G. B. Campbell, appointed May 22, 1900.
15. D. O. Austin, 1900 (Served 6 years).

16. John L. Staples, 1900.
17. R.O. Starkey, 1910.
18. D. O. Austin, 1914.
19. Mack Thomas, January 1919-23.
20. Henry Jones, 1923-27.
21. Mack Thomas, 1927-31.
22. Matt Wann, 1931-32 (1 ½ years).
23. T. W. McBride (appointed), 1932-35 (Served 2 ½ years).

TAX ASSESSORS 1860-1933

The following is a list of Tax Assessors of Jackson County:

1. Miller Isbell, commission Aug.10, 1868.
2. S. H. McMahan, commission, Jan. 2, 1872.
3. T. T. Foster, commission Nov.18, 1874.
4. John J. Beeson, commission Aug.22, 1877.
5. James M. Gullatt, commission Jan.21, 1881.
6. D. I. Durham, elected August 1884.
7. Michael E. Looney, elected August 1888.
8. Chas. L. Cargile, elected August 1892.
9. Jno. W. Downey, served Sept. 1, 1897-1901.
10. Lat M. Prince, 1901-05.
11. W. A. J. Wann, 1905-09.
12. A. B. Collins, 1909-13.
13. T. S. Wimberly, 1913-17.
14. W. C. Hall (Resigned), 1917-19.
15. W. S. Looney (Appointed), 1919-21.
16. A. J. Grider, 1921-27.
17. H. I. Irwin, 1927-31.
18. John P. Cunningham, 1931-35.

TAX COLLECTORS 1860-1933

The following is a list of Tax Collectors of Jackson County:

1. T. T. Wright, commission Aug.19, 1868.
2. S. King, commission Jan. 2, 1872.
3. J. M. Gullatt (Served 6 years), Nov. 1874.
4. John H. Bostick, August 1880.
5. E. W. Garland, elected August 1884.
6. James P. Barclay, 1888.
7. William Sterne, 1893-97.
8. W. H. Woodall, 1897-01.
9. Jas. A. Ridley, 1901-05.
10. W. D. Rorex, 1905-09.
11. A. G. Gentry, 1909-13.
12. S. M. Money, 1913-17.
13. Henry L. Bulman, 1917-21.
14. W. H. Gullatt, 1921-27.
15. Miss Leola Matthews. 1927-31.
16. J.D. Starkey, 1931-36.

COUNTY SUPERINTENDENTS OF EDUCATION 1860-1933

1. Jesse W. Isbell began service January 1, 1869. Jackson County got no State school money for the years 1866 and 1867, until late in 1869.
2. John J. Beeson was elected County Superintendent in March 1871.
3. John S. Collins was elected in November 1874.
4. Ira G. Wood was appointed in 1878.
5. M. P. Brown was appointed November 1, 1879.
6. Judge Ryan served a while as County Superintendent. He resigned on account of ill health. He had held the office of State Superintendent a few months.
7. H. H. Horton was appointed in December 1883, and was elected in August 1884.

8. J. R. Austill was elected in August 1886.
9. W. G. Montrose was elected in August 1888.
10. C. W. Brown was appointed February 1889.
11. James M. Thompson was elected 1890.
12. David I. Durham was elected 1892.
13. Charles L. Hackworth was elected 1894.
14. W. S. Bridges was elected 1900.
15. Wm. T. Cooper was elected 1904.
16. C. S. Brewton served from 1908 to 1916.
17. Jesse H. Wheeler served from 1916 to 1929.
18. J. F. Hodges began serving July 1, 1929.

A LIST OF COUNTY TREASURERS:

- 1872 Nelson Kyle
- 1874 David B. McCord
- 1888 J. M. Dicus
- 1893 John J. Beeson
- 1897 A. H. Coffey
- 1900 J. Alex Gayle
- 1904 J. W. Ashmore
- 1909 John M. Graham
- 1912 Dallas Brown

(The office was abolished in 1915.)

REGISTERS IN CHANCERY:

Patrick Ragland served until elected Secretary of State, and resigned.

Jasper J. Jones was appointed in November 1873. He was followed by W. L. Martin, January 1, 1879. Mr. Martin resigned in January 1886. Nelson Kyle, ex-Probate Judge, was appointed. He died in September 1886. He was followed by C. W. Brown, who resigned, and James A. Kyle was appointed in the Spring of 1887.

Benjamin F. Shook was appointed in 1918, by Judge W. W. Haralson. He died March 22, 1935.

D.F. Fennel was appointed Register, March 26, 1935.

COUNTY COMMISSIONERS

- 1868 Rice A. Coffey, Wm. Stockton, Thomas J. Mitchell and Alex Reed.
- 1872 Rice A. Coffey, Thos. J. Scruggs, Moses Jones and W. C. McMaples. In July 1873, Moses died; C. C. Cobb was appointed.
- 1874 Rice A. Coffey, Wilson Davis, James Jordan, Sr., and Moses Maples.
- 1878 C. C. Spiller, E. B. English, James Jordan, Sr., and Preston Brown.
- 1880 The Legislature passed an Act to lay off the county into four Districts: (1) Capt. C. C. Spiller, (2) S. W. Shipp, (3) W. D. Nicholson, (4) George R. Hodges.
- 1884 (2) Elisha Stogsdill, (3) Claiborne Evans, (1) D.T. Crowover, (4) David A. Thomas; (3) D.M. Cowley was appointed November 1885.
- 1888 N. B. Burch, A.A. Gay, D.T. Rousseau, John
- 1892 (1) A. J. Hogue (2) S. W. Shipp, (3) D. M. Cowley, (4) W. J. Swaim. C. Stoner
- 1896 (1) J. M. Walker, (2) S.R. Corn, (3) D. M. Cowley, (4) J. S. Riddle.
- 1900 (1) J. M. Walker, (2) E. Stogsdill, (3) J. M. Morgan, (4) W. H. Stovall.
- 1903 (3) E. B. Hicks.
- 1904 (1) L. G. Wilson, (2) Milton Roach, (3) J. P. McClendon, (4) R. C. Horton.
- 1908 (1) A. C. Loyd, (2) J. P. Lewellen, (3) W. E. Batey, (4) F. L. Rousseau.
- 1912 (1) S. M. McNeely, (2) I. E. Sanders, (3) W. B. Wheeler, (4) W. E. Elkins.
- 1916 (1) I. W. Wimberly, (2) J. H. Jernigan, (3) J. H. Skelton, (4) G. W. Green.

- 1920 (1) I. W. Wimberly, (2) Claude T. Bobo, (3) R. S. Skelton,
(4) W. T. Eustace.
1924 (1) W. H. Cox, (2) Raymond Bradford, (3) R. S. Skelton,
(4) W. W. Trice.
1928 (1) A. J. Arendale, (2) Raymond Bradford, (3) Marvin H.
Campbell, (4) W. W. Trice.
1932 (1) W. T. Badger, (2) C. W. Lovelady, (3) J. F. Bulman
(deceased), W. C. Selby, (4) H.G. Graham.

Members of the County Schoolboard

1860-1933

W. H. McCord	1916-22
Ed Crownover	1916-22
John D. Benson	1916-22
M. L. Wann	1916-28
W. P. Jenkins	1920-26
L. W. Hughes	1924-30
G. H. Caperton	1924-30
W. H. Hall	1924-30
E. H. Caldwell	1926-32
G. H. Hodges	1926-32
Ben L. Hill	1930
J. E. Jones	1930
O. E. Harper	1930
W. H. Butler	1932
L. S. Brewster	1932

Index

Symbols

1860 United States Census, 18
1918 School Census, 190
1934 Christmas Program, 214

A

Acorn Hull, 46
Alabama Black Band Coal Company,
120
Alabama Black Band Coal, Iron and
Railroad Company, 122, 123
Alabama Herald, The, 22, 23, 27,
29, 35, 37, 38, 40, 42,
43, 56, 58, 59, 60, 68
Alabama Lime and Stone Company,
110, 114, 115, 118
Albany, Ala, 167
Allen, B. B., 21
Allen, Benjamin B., 20, 72, 78, 81
Allen Isbel Mountain of Coal, 22,
198
Allen, John, 21, 78, 83
Allen, John A., 20, 72, 82
Allen, John W., 20
Allen, Mary, 21
Allen, Mary Ann, 21
Allen, Oscar, 132
Allen, Ulysses S., 126
Alto, 144
Armes, Ethel, 29
Armstrong, James, 30, 40, 45, 58,
103, 106
Asher, Louise, 62
Asher, William, 62
Aspel-Limrock Volunteer Fire
Department, 200
Atlantic,
seaboard, 24
Aunt Huld, 137
Austin, C. A., 18
Austin, Robert C., 42

B

Baird, A. J., 108
Bank vault, 149
Barbee, Pearl, 184
Barclay, 60
Barclay, James, 58, 71
Barton B. Smith, et al., 72
Bass, 103
Bates, Andrew, 210
Beeson, James, 126
Bellefonte, 55
Belmont, 21
Belmont Coal and Railroad Company,
32, 38, 59, 60, 61, 62, 63,
64, 65, 66, 67, 68, 69,
70, 71, 72, 73, 74, 75,
76, 78, 79, 80, 82, 87,
121
Belmont Coal and RR Co., 82
Belmont Coal Company, 199
Belmont Coal Mines, 24, 27, 28,
30, 32, 34, 35, 36, 41,
55, 60, 64, 67, 68
Belmont Junction, 28
Belmont Mines, 24, 34, 36, 46,
63, 69, 71, 77, 83, 120,
198
Berry Cove, 42
Berry, John, 20, 72, 82
Berry, John A., 21, 78
Berry, Mary, 21
Berry, Stacey, 21
Berry, William, 62
Berry, William G., 78, 81
Berry, William O., 21
Berry, William W., 54
Big Coon, 103
Birmingham,
city of, 101
Blair, E. B., 109
Blow, V. J., 109

Blowing Cave, 23, 28, 45, 51,
52, 127, 129, 137, 142,
163, 187
Bodfish, Fred V., 105
BOSLEY & MOREY, 175
Bouldin, Virgil, 105
Boyd, C. C., 147
Boyd's Switch, 19, 41, 42, 52,
55, 66, 102, 136, 200
Boyd's Switch to Lim Rock, 68
Bridgeport, 119
Brown, Bose, 29
Brown, H., 133
Brown, Idella, 85
Brown, J. E., 99, 100, 121
Brown, Laurence E., 122
Brown, M. P., 85
Brown, P., 30
Brown, Polk, 54
Bryant-Long Island, 18
Buck's Pocket, 98
Bucksnot, 103, 109
Buffalo,
NY, 119
Buffalo, New York, 158
Burke, P. J., 99
Burrow, 117

C

Cable, J. C., 108
Cahaba Field, 17
Cain, A. D. (Dibb), 183
Cain, Dib, 210
Cain, Fletcher, 214
Cain, Paul, 216
Cain, Ruby, 216
Cain, Vera, 216
Cain, Viola Sisk "Vicie", 140
California,
state of, 145
Cameron, Rev., 55
Cargile, Charles, 126
Carlisle, Hugh, Maj., 104
Carpenter, George M., 109

Carrie, 193
Chancellorsville, 27
Charleston,
South Carolina, 24
Chattanooga,
Tennessee, 107
Chattanooga Times,
The, 104
Chattanooga, TN, 110, 115
Chicago, 157
Chicago Crowd, 157, 161. *See also*
Martin and Paige
Chicago, Illinois, 207
Cincinnati, Tennessee, and Birming-
ham Railroad, 101
Citizen, The. *See* Scottsboro Citizen:
The
Civil War, 18, 19, 199
Claggette, W. G., 108
Cleve, Van, 56
Coffee, J. E., 183
Coffey Narrows, 186
Colquit, A. H., 58
Commissioners Court of Jackson
County, 30
convicts, 29
Coosa Field, 17
Copeland, 29
Cornelison, John, 126
Cox, James, 18
cross ties, 142
Crow Creek Valley, 103
Crow Mountain, 144
Cruse, S. R., 26
Culver, Martha Frances, 62
Cumberland Mountain, 19, 33, 210
Cumberland Plateau, 17, 42
Cumberland Presbyterian Church, 56
Cumberland Properties Corporation,
111

D

Dallas, 145
Davis, Frank, 183

Davis, Jim, Uncle, 107
Decatur, 101
DeKalb County, 98
Devonian, 105
Dicus, J. Mack, 85
Dodd's Mill, 186
Dodson, S. P., 99
Dodson, S. P. and Associates, 103
Donaldson, Mrs. S. B., 56
Douglass, Clark, 191
Douglass, W. S., Mrs., 162
Douglass, William, 157, 158, 159,
163, 165, 166, 167, 169,
170, 173, 174, 176, 177,
178, 179, 182, 183, 187,
189, 191, 196, 199

Ducket, J. W., 77
Durham, Harve, 64
Durham, Jesse, 54
Durrett, C. B., 58

E

Edward, W. J., 109
Englehardt, William B., 159
Erwin, Reuben, 54
Estill Brothers, 36
Eureka Furnace Company, 41
Eureka Mines, 18

F

Fackler, John T., 18
Farrier, J. C., 58
Fern Cliff Hotel, 55
Fish, James D., 82
Flippo, Nute, 183
Florence, 101, 157
Flurnoy, Dave, 128
Flurnoy, David, 183
Flurnoy, Gilbert, 183
Foote, Charley, 204, 208, 210
Fork Mountain, 128, 160, 163,
166, 173, 188, 189, 190,
193, 204, 205, 206
Fork Mountain Mines, 173, 190,

191, 193, 207
Fort Payne, 98
Franklin,
city of, 103
Franklin Trading Company, 164
Frasier, Elizabeth Rousseau, 45, 49
Frazier, Clyde, 185, 187
Freeman, C. S., 126
Ft. Smith, Arkansas, 22

G

Garfield, James A.
United States President, 88
Gee's Bend, 201
Gentle, Jefferson, 56
Gentle, W. B., 126
Gentles, Clyde, 136
Gentles Cove, 40, 46, 129, 137,
139, 142, 159, 187, 191,
198, 205
Gentles, Milton, 136
Gentles, Mit and Mag, 153
Gentles, W. Benton, 126
Gentles, William, 54
Georgia,
state of, 19, 210
Gideon, Calvin, 54
Gold (Gould) Cemetery, 141
Good Temper Lodge, 54
Gordon Brothers, 74, 76, 82, 127
Gordon, Carrie, 58
Gordon, Ella, 58
Gordon, Eugene, 18, 19, 22, 23,
24, 39
Gordon, Eugene C., 21, 25, 26,
33, 58, 72, 77, 121, 198
Gordon, Francis (Fanny), 58
Gordon, Frank, 36
Gordon, George, 63
Gordon, Hugh, 35, 36, 58
Gordon, John, 19, 31, 32
Gordon, John B., 18, 21, 25, 26,
27, 28, 31, 33, 34, 35,
36, 38, 58, 59, 72, 75,

77, 78, 79

Senator, 59

Gordon, Lula McLendon, 58

Gordon, Mable C., 26, 58

Gordon, Major C. E., 28

Gordon Mines, 18

Gordon, Walter, 18, 19, 27

Gordon, Walter S., 21, 25, 26, 27,
33, 58, 72, 77, 121, 122,
123

Gordon, Zachariah, 18

Gordons, 102, 123, 127, 129,
196

Gould (Gold), Mary Ellen, 206, 208

Gould, Eli, 126

Grant, General, Ulysses S., 59

Grant, Ulysses, Jr., 58, 59, 75, 78

Grant, Ulysses S., 40, 59, 90

Grays Chapel, 115

Griffin, J. J., 77

Gunter Mountain, 99, 103, 108,
109

Gunter Mountain Coal Mining
Company, 108, 109, 118

Gunter Mountain Iron, Coal, and
Railroad Company, 99

Gunter Mountain Iron, Coal, and
Railway Company, 103

Gunters Mountain, 113, 118

Guntersville, 98, 99, 103, 104,
109

H

Hackworth, J. B., 125

Hackworth, Joe, 187

Halsey, Charles, 82, 83

Halsey, Charles H., 76, 78

Hamilton County,
Tennessee, 110

Hardin, Roy, 209

Hardy, O. S., 109

Harris Hotel, 55

Harris, J. P., 58

Harris, J.R., 105

Harris, Milton, 107

Harris Place, 24

Harris, W. A., 18

Helms, James and Gladys, 195

Helms, Willard, 216

Henderson, John H., 102

Highway 72, U.S., 198

Hill, Napoleon, 99, 121

Hogan, A. F., 109

Hollytree, 42

Hollywood, Ala, 171

Honey, Frank and Mildred, 193

Honey, Harry, 193

Honey, Mildred Gerbage, 191

Honey, Mildred Lena Gerbage, 185,
205

Huggins, A. J., 63

Huggins, Thomas, 54

Hugh, Carlisle, Maj., 104

Humes, Milton, 63, 122

Hunt, C. R., 73

Hunt, George C., 105

Hunter Coal Company, 110, 114

Hunter Coal Mines, 114

Hunter Mines, 115

Hunter, Steven B., 109

Huntsville,

city of, 101, 107, 145

Huntsville Land Office, 83

Hurt, Carrie, 54, 55, 58

Hurt, Col., 54

Hurt, Emma, 43, 58, 76, 78

Hurt, F. O., 72

Hurt, F. O., Col., 55

Hurt, F. O., Cpt., 88

Hurt, F. O., Sr., 81

Hurt, F. Obediah, 39, 58

Hurt, F., Oby, 21

Hurt, F.O., 126

Hurt, Frederick Obediah, 78, 82

Hurt, Frederick Obediah, Jr., 76

Hurt, Minnie, 55, 58

Hurt, Mrs. F. O., 28

Hurt, Obediah, 47

Hurt, Sally C., 21

Hurt, William, 76, 78

Hutchins, Thomas, 42

I

Icehouse, 149

Illinois,

Chicago, 159

Inglis, E. R., 30

Ireland, A. E., 57

Isbell, Charlie Boyd, 45, 46

Isbell, James M., 126

Isbell, Jennie, 54

Isbell, Jesse, 81

Isbell, Jesse W., 20, 21, 72, 78

Isbell, John, 42

Isbell, Lockey A., 21

Isbell, Miller, 20, 54

Isbell, Willie, 71

Isbell, Zachariah, 20, 21, 72, 82

Isbell, Zachariah G., 78

J

Jackson Coal, Iron & Railroad
Company, 100

Jackson County, 17, 196

Jackson County Board of Education,
139, 183, 202, 214

Jackson County Coal, Iron and
Railroad Company, 121

Jackson County High School, 215

Jackson County Immigration Agency,
113

Jackson County Real Estate, 97

Jackson, General Andrew, 17

Jackson, TN, 109

Jacobs Mountain, 42

James, C. E., 105

James, Dewey, 141

James, Dewey, Sr., 154

James, J. T., 141

Johnson, W. L., 171

Jones, J. D., 105

Jones, Richard, 185, 186

Jordan, J. J., 30

Judge Coulson, 54

K

Keeble's Grove, 57

Keel Mountain, 110, 114

Kenamer, John R., 85, 107

Kennedy Coal Mines, 211

Kennedy, David, 210, 214, 216

Kennedy, James, 196, 197, 199,
210

Kennedy, Jimmy, 205

Kennedy, Joseph, 216

Kennedy Mines, 195, 196, 198,
199, 205, 211

Kentucky,

state of, 108, 115

Kentucky, Tennessee & Alabama
Railroad, 101

Killebrew, J. B., 22

Kilpatrick, Frank, 102

Kirby, C., Deputy Sherrif, 74

Kyle, Nelson, 30, 34, 37

L

Lane, Charles P., 122

Langston, 98, 104, 105, 107,
113, 118

Langston Gold Fields, 98, 104

Larkin's Landing, 107

Larkinsville, 24, 43, 55, 138,

141, 142, 143, 198, 199,
210, 214

Larkinsville, Alabama, 141, 191

Larkinsville School, 191, 202

Latham, Elizabeth, 21

Latham, Ephraim, 21, 72, 78

Latham, Jonathan, 20, 21, 42, 72,
75, 78

Latham, Minerva, 21

Latham Narrows, 186

Latham, Samuel, 20

Latham, William, 20, 21, 72, 78,
82, 83

Latture, A. H., 82

Latture, Elizabeth, 21
 Latture, L. H., 72
 Latture, S. H., 83
 Latture, Samuel H., 21, 78
 Leak, M. A., Rev., 103
 Ledbetter, J. H., 56
 Letcher, 141, 191, 198, 199, 214
 Lim Rock. *See* Limrock
 Limrock, 52
 Limrock, 68, 128, 136, 138, 139,
 159, 167, 168, 172, 187,
 201, 205, 214
 Lim Rock, 46, 52
 Little Coon, 103
 Little Mable, 58, 137
 Louisville, KY, 109

M

M & C, 24, 26, 109
 Mabel C. Gordon, 28
 Manassas Gap, 62
 Manchester, Tennessee, 141
 Manning, Clarence and Phronie, 191
 Manning, Phronie Shelton, 185, 191
 Maples, N. J., 54
 Marine National Bank, 40, 59, 74,
 75
 Marion
 county of, 103
 Marshall County, 98, 109
 Marshall, H. E., 108
 Martin, A. Vere, 157, 159, 172,
 175
 Martin and Paige, 158, 159, 160,
 161, 162, 164, 165, 166,
 167, 168, 169, 170, 171,
 172, 174, 177, 179, 180,
 181
 Martin, L. W., 79
 Martin, Roy W., 109
 Martin, TN, 108
 Martin, W. L., 105
 Matthews, Isaac, 103
 Mayhew, S. J., 72, 126
 Mayhew, Sydney, 82, 83
 Mayhew, Sydney J., 76, 78
 Maynard's Cove, 202, 215
 Mays, John, 77
 McAfee, G. P., 58
 McAfee, Sadie, 58
 McAllister, Albert and Belle, 183,
 185, 194
 McAllister, Albert E., 83
 McAllister, Albert Eugene, 163, 186
 McAllister, Andrew, 83
 McAllister, Carl, 206, 209, 210
 McAllister, Cooge, 209
 McAllister, Edith West, 206, 208
 McAllister, Eugene and Belle, 213
 McAllister, Eula West, 208
 McAllister, George, 83
 McAllister, Glenn, 208, 210, 211
 McAllister, Hez, 209, 216
 McAllister, Hezekiah, 184
 McAllister, James, 83
 McAllister, John, 83
 McAllister, Lloyd, 216
 McAllister, Lonzo, 210
 McAllister, Mary, 216
 McAllister, Mattie, 83
 McAllister, Molley, 83
 McAllister, Richard, 83
 McAllister School District, 42, 132,
 207
 McAllister Sinks, 163, 186, 195,
 197, 198, 199, 205
 McAllister, William, 83
 McAllisters, 83
 McCalley, 106, 107
 Alabama State Geologist, 106
 McClendon, 60
 McClendon, John, 55
 McClendon, John T., 38, 58, 63,
 71, 76, 78
 McClendon, Minnie, 76, 78
 McClendon, Minnie Hurt, 47
 McClure, Pink E., 56
 McCormick, Helen Stewart, 50
 McGhee, Charles, 58

McKelvy, W. B., 55, 58
 McLendon, J. T., 27
 Memphis, 145
 TN, 115
 Memphis and Charleston Railroad,
 21, 24, 25, 26, 27, 33, 34,
 43, 46, 78, 109
 Memphis, Tennessee, 24
 Menlo, 22, 41, 43, 52, 61, 63,
 64, 66, 67, 68, 69, 71,
 85, 89, 97, 102, 189
 Menlo, Alabama, 41, 87
 Menlo Post Office, 89
 Mercedes, Texas, 178
 Milton, Harris, Dr., 107
 Missouri,
 state of, 108
 Moody and Patillo, 61
 Moody, John J., 61
 Moody, Milo, 181
 Moore, Peeler, 64
 MOREY & SCHLENKER, 179
 Morey, J. H., 168, 169, 171, 181
 Morey, Joseph, 158, 160, 161,
 163, 165, 169, 178
 Morey, Joseph H., 125, 126
 Morgueze, Emile, 63
 Morrice, F. R., 107
 Morris, John, 40, 58, 75, 78, 82

N

Nash, W. P., 108
 Nashville, Chattanooga, and St. Louis
 Railroad, 109
 Nashville, TN, 108
 Nat Community, 186
 Nathaniel Wisdom Cemetery, 186
 NC & St. L, 24
 Neely, John C., 100
 Neely, Monroe, 58, 65, 87, 93
 Neely, S. M., 122
 Negroes, 29, 30
 New Deal, 201
 New Life, 55

New Mexico,
 state of, 122
 New York,
 state of, 145
 Newburgh, Stern, Laver Clothing
 Company, 39, 63
 Newman, 79
 Newman, William, 58
 Newman, William P., 40, 74, 78,
 81, 121
 Nixon, G. W., 110
 Norfolk-Southern,
 Railroad Co., 200
 North Alabama Coal Company, 119,
 120, 137
 North Alabama Lumber and Manu-
 facturing Company, 102
 Northwest Ordinance of 1787, 42

O

Odell, Vesta, 133
 Old Huld, 137
 Old Lee Highway, 198
 Otis, Harrison G., 58, 60, 61, 62,
 64, 65, 66, 67, 68, 69,
 70, 71, 74, 77, 82, 85,
 87, 88, 89, 90, 97, 199
 Otis, Harrison G., Major, 60
 Otis, W. B., 69

P

Page, Elizabeth Parks, 213
 Page, Lewis Wendell, Sr., 215
 Paige, J. W., 157, 159, 172, 175
 Paint Rock, 103, 110, 113, 118,
 196
 Paint Rock Lime Company, 110
 Paint Rock Valley, 42, 114, 115
 Parks, Elizabeth, 201, 216
 Patillo, Marcellus W. and John J.
 Moody, 94
 Patillo and Moody, 64, 66, 67, 87,
 92
 Patillo, Marcellus W., 61

Patterson, R. J., 102
 Perkins, A. J., 109
 Pflastere, George S., 109
 Pickle, Sam, 126
 Pierce Brothers, 119, 120, 123,
 127, 128, 162, 187
 Pierce Coal and Lumber Company,
 123, 127, 128, 129, 130,
 137, 142, 145, 191, 196,
 207, 208
 Pierce Coal Company, 199
 Pierce Development Company, 124,
 126, 128, 129, 158, 164,
 170, 176, 187, 195, 199,
 201
 Pierce, F. D., 120
 Pierce, F. Duane, 125
 Pierce, F. Duane, Jr., 126
 Pierce, Franklin, 119, 123, 125,
 157, 158, 163, 168, 177,
 178, 181
 Pierce, Franklin D., 119, 125, 126,
 128, 129
 Pierce, Harry, Dr., 141
 Pierce, Hugh, 126
 Pierce, Hugh C., 125
 Pierce Mines, 133, 183, 187, 195,
 196, 208, 210
 Pierce, R. V., 120
 Pierce Railroad, 128
 Pierce, Ralph, 158, 163, 168, 173,
 174, 177, 180, 182
 Pierce, Ralph W., 125, 126
 Pierce, Ray Vaughn, 119, 122, 123,
 125, 126, 128, 129, 199
 Pierce Sawmills, 143
 Pierce, V. Mott, 125, 126, 177
 Pierces, 196
 Piercetown, 127, 157, 158, 159,
 166, 175, 183, 184, 189,
 190, 193, 198, 204, 206,
 211
 Piercetown, Alabama, 150
 Piercetown School, 139, 183, 184,
 193, 198, 201
 Piercetown School District, 132
 Plateau Field, 17
 Pleasant Grove, 164, 183, 186,
 189, 198, 199, 201, 202,
 210, 213
 Pleasant Groves, 144, 193
 Pleasant Groves, Alabama, 206
 Pole Creek, 138
 Pole Creek Branch, 192, 199
 Pole Creek Gorge, 143
 Pole Creek Incline, 143
 Popejoy, Milton, 113
 Powell, H. J., 70
 Pratt Coal and Coke Company, 41
 Proctor and Snodgrass, 176, 180
 Progressive Age,
 The, 100, 101, 122, 128

Q

no entries

R

Raccoon Roughs. *See* Gordon, John
 B.
 Raison, W. R. and Company, 63
 Reece's Ferry, 120
 Reed, C. O.,
 Tennessee Valley Bank, 180
 Register of Private Corporations for
 Jackson Count, 108
 Reminiscence of the Civil War
 Gordon, John, 19
 Richardson-Sparkman, Taylor, 181
 Robinson, J. T., 74
 Robinson, W. H., 183
 Robinson, William Henry, 189
 Rolling Stock, 78
 Ross, Ora Mae, 132, 189
 Round Cove, 172
 Rudder, Claude, 195, 196, 197,
 199, 206, 211
 Rudder, Claude, Sr., 195, 196, 197,
 199
 Rudder Coal Company, 211

Rudder, Louise, 209
 Rudder Mines, 195, 198
 Rudder, Raymond and Louise, 209
 Russell, A. A., 18
 Russellville, Alabama, 157

S

Sand Mountain, 98, 105, 119
 Sauta Creek, 98, 104, 107
 Sauta Creek Mine, 98
 Sauta Creek Mining Company, 105,
 117
 Sauta Creek Mining Corporation, 113
 Schiffman Cove, 42
 Schneewind, 166, 167, 168
 Schneewind, Benjamin, 159
 Scottsboro, 101, 109, 117, 196,
 198, 210
 Scottsboro Citizen
 The, 30, 31, 35, 58, 60, 64,
 68, 69, 85, 87, 88, 90,
 97, 98, 99, 100, 103, 104,
 106
 Sears Roebuck and Co., 212
 Sellers, Col., 106
 Settle and Kinnard, 64
 Sharp, Benjamin, 126
 Sheffield, 101
 Shelby, James M., 126
 Shelton, Cora Tidwell, 191
 Shelton, Erasmus Cowart, 189
 Shelton, Fanny, 208
 Shelton, Fanny West, 189, 206
 Shelton, James. *See* Shelton, James
 (Ross) Rosco
 Shelton, James (Ross) Rosco, 191
 Shelton, Phronie, 190
 Shelton, Ras, 206
 Shelton, Ross, 159
 Shipman's Cove, 46
 Shook, D. R., 56
 Shook, Frank, 107
 Shoot the bottom, 115
 Silurian Ages, 105

Sinks, 42, 52, 102, 129, 141,
 163, 164, 183, 186, 187,
 191, 199, 207
 Sisk, Frank, 183
 Sisk, William Family, 155
 Skelton, William, 22
 Skyline, 207
 Skyline Community, 201
 Skyline Community Schools, 215
 Skyline Elementary and High
 Schools, 201
 Skyline Farm Project, 201
 Skyline Monument Company, 141
 slip scrapes, 142
 Sloan, L. W., 77
 Sloss Furnace, 41
 Smart, Barratt, 39
 Smith, Barton B., 21, 67, 69, 70,
 72, 74, 77, 78, 81
 Smith, C. B., 21
 Smith, H. W., 110
 Smith, Hunter, 114
 Smith, Hunter H., 109
 Smith, Silas, 107
 Smith's Chapel, 55
 Snodgrass, Alex, 56
 Snodgrass, Alexander, 22, 40, 45,
 58
 Snodgrass, Fannie, 56, 58
 Snodgrass, Lexie, 58
 South Pittsburgh, 98
 South Pittsburgh, Tennessee, 120
 Southern Railroad, 115, 128, 159,
 188
 Southern Railroad Company, 111
 Southern States Iron, Coal and Land
 Company, 87
 Southern States Iron, Coal, and Land
 Company, 67, 95
 Spaulding, J. T., 108
 Speed, John K., 100
 Spiller, C. C., 30
 Squeeze, 32
 St. Louis, MO, 109
 Stephens Gap, 42, 159

Stephens, William, 42
Stevenson, Alabama, 204
Stevenson Chronicles,
The, 103, 120
Stevenson Land and Improvement
Company, 102
Stewart, J. T., 45, 47, 48
Stewart, Jarrett, 47
Stewart, Kate O'Neal, 47
Stubbs, I. F., 108
Sublett,
United States Geologist, 104, 105
Syracuse, New York, 158
Syracuse, NY, 119

T

Tally, John B., 21, 34, 37, 38
Temple Star, 55
Tennessee, 19
Tennessee,
state of, 56, 101, 103, 108
Tennessee Company, 41
Tennessee River, 105, 121
Tennessee Valley, 105
Tennessee Valley Bank, 174
Texas,
state of, 122
The History of Jackson County, 107
The Huntsville News, 88
The Jackson County Immigration and
Real Estate Ag, 120
The Story of Coal and Iron in
Alabama, 29
The Story of Woodville. *See* Ken-
namer, John R.
The World's Dispensary, 119
Tidwell, Clarence and Donna Mae
Harvey, 208
Tintop, 109
Totman Mills, 57
Tram Cars, 186
Treaty of Paris, 42
Trenton, 42, 98
Tubbyfield, 28

Tupelo School, 202
Turbyfield, Jourd, 58, 74
Turbyville, J. C., Capt., 36
turning plow, 142
Tuscumbia, 101

U

Union City, TN, 108

V

Varney, Daniel O., 63
Vera Mineral and Metal Company,
207
Vere Mining and Metal Company,
158, 170, 191
Vere Mining and Metal Corporation,
172, 176
Vere Mining and Mutual Corporation,
167
Virginia, 27

W

Walker, R. W., 78
Wallingsford, Fred, Sr., 205
Wallingsford, Mary, 130
Walpole, Horace, 27
War between the States, 18
Warner, J. H., 107
Warrior Field, 17
Washburn, Ruby Shelton, 185, 189,
193
Washington,
District of Columbia, 145
Watson, H. T., 55
Waverly, TN, 109
Webb, C. A., 107
Webb, J. P., 110
West, Clara, 216
West, Elijah, 196, 199, 210, 211
West, Ernest, 211
West, Ernest and Ruth, 211
West, Eula, 206
West, Fanny, 206

West, Floyd, 216
West, Jack, 210
West, James S., 126
West, Kimsy, 208
West, Leonard, 216
West Point, 60
West, Samuel, 132, 208
West, T., 126
West, Thomas Newton, 206, 208,
211

William, Travis, 181
Williams, E. C., 42
Wilson, T. R., 26
Wininger, 42, 141, 189, 191, 198
Wininger School, 141, 183, 191,
193, 202, 215
Witcher, Ann, 132
Woodall, A.W., 126
Woodall, Callie, 126
Woodville, 55, 68, 145, 198
Woodville High School, 202
Woodville School, 115
Woosley, James, 42
Woosley, Maude Stewart, 45, 47
Wooten, Jim, 183
Wooten, W.D., 183
Word, W. J., 46
World War I, 111, 130, 145, 157,
190, 199, 204
World War II, 115, 196, 197, 199,
205
Wright, James K., 71
Wright, William C., 57

X

no entries

Y

Young, Capt. Jas., 57

Z

no entries