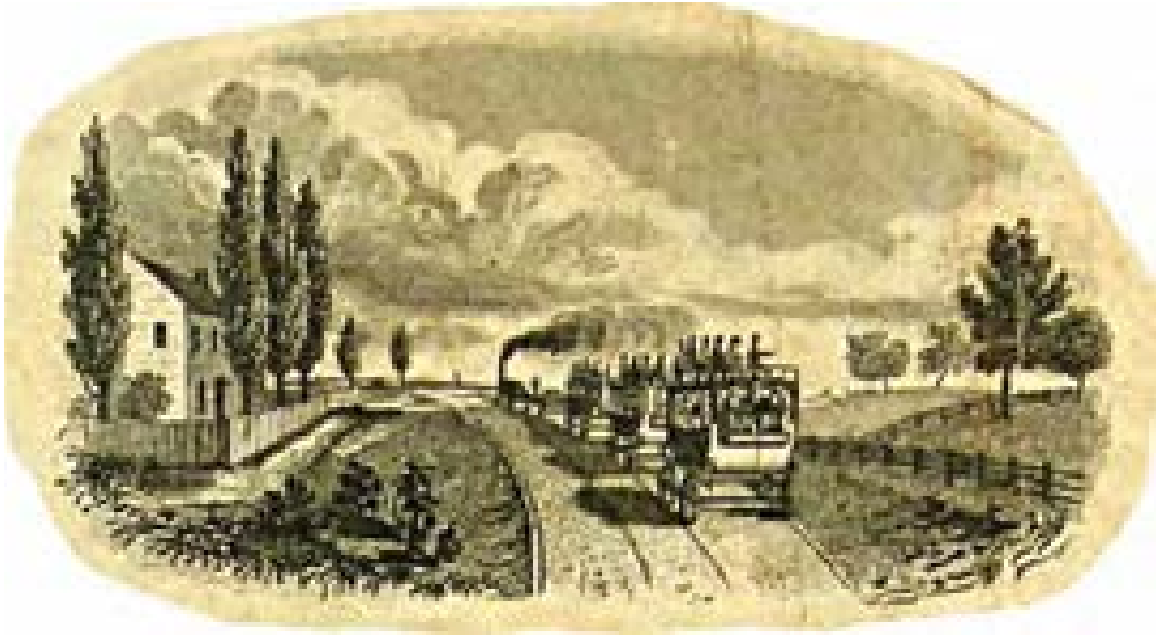


**North Alabama's
Tuscumbia, Courtland, and Decatur Railroad
and Its Role During
Cherokee Emigration/Removal Beginning in 1837**



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Acknowledgements

All of us, who have worked on this project, want to thank the National Park Service for providing the opportunity to locate and compile original documents relating to the Tuscumbia, Courtland, & Decatur Railroad (TC&D Railroad) and its role in the Cherokee Removal from the southeastern United States. This report is the culmination of research which has been ongoing for longer than we care to admit. We appreciate the patience of the National Historic Trails Office of the National Park Service in Santa Fe, New Mexico. Thank you to Frank Norris, historian and Sharon Brown, Chief of Trail Operations, for keeping up with our progress.

This project was a team effort by several members of the Alabama Chapter of the Trail of Tears Association under the direction of the Southeastern Anthropological Institute. As stated above, the focus of the project was to document the Tuscumbia, Courtland, & Decatur Railroad (located in what is commonly known as the Shoals area of northwest Alabama) and its role in the Cherokee Removal. Mapping the route of the railroad seemed simple enough, since the 1837 LaTourette Map showed the route of the railroad exactly as it was built during the 1830s from Tuscumbia Landing, Alabama to Decatur, Alabama. Both sites were connected to steamboat landings on the Tennessee River. Interviews conducted with historians living in the Shoals area of northwest Alabama consistently provided information that the route of the TC&D Railroad is almost identical to the present-day route followed by the Norfolk Southern Railroad, except for the route somewhat east of Tuscumbia to Tuscumbia Landing. This portion of the route was relocated sometime after the ceasing of operation by the Tuscumbia, Courtland, and Decatur Railroad.

Structures associated with this railroad, the first built west of the Appalachian Mountains, were impacted by the time depth of when the railroad was built, the destructive forces by both the Confederate and Union troops during the American Civil War, and by reconstruction and urban renewal after the war. The least impacted site was that at Tuscumbia Landing. Although impacted by the Civil War and a 1918 Nitrate Crystallization Plant, it still retains much of its integrity as far as archaeological features. Preservation of this site is owed to Mike Johnson, head of the Sheffield Park and Recreation Department, the recent past mayor of Sheffield, Billy Don Anderson, and in the distant past a myriad of officials, who did not allow the area to develop with modern-day structures.

The research depth of this project would not have been possible without the help of John McWilliams, historian for Colbert County, who went with us on numerous occasions to Tuscumbia Landing to locate the three levels of the TC&D Railroad Depot, the railroad bed under massive privet hedge, the campsites of the Cherokees after leaving the train and waiting for the steamboats, and impressions near these campsites, which appear to be burial sites. John also allowed us to digitize two binders of materials he had collected for many years on the TC&D RR and the Indian removal through Tuscumbia and Tuscumbia Landing. On a trip with Annie Cooper, John's sister, we initially learned about TC&D Railroad sites in Decatur.

Locating primary document sources in so many distant locations would have been much harder without the help of volunteer and Alabama Chapter member, Mike Wren. He is the master of locating documents that have been digitized by universities, libraries,

and archives. He spent Saturdays filling in gaps by traveling to the National Archives in Morrow, Georgia and local university archives. So many digitized copies of documents could not have been assembled if it had not been for volunteer and Alabama Chapter member, Marty King. He does not travel unless he has his two digital cameras, case lights, copy stand, laptop and a GPS unit for mapping. He assisted in taking waypoints along the TC&D Railroad, as well as any 1830 structure that was left standing.

Members of the research team traveled extensively to many locations. These included the National Archives in Morrow, Georgia, the Hoskins Library (Special Collections Room) at the University of Tennessee in Knoxville, the Colbert County (Alabama) Courthouse, the Lawrence County (Alabama) Archives, the Morgan County (Alabama) Archives, City of Leighton (Alabama) Library, Alabama Department of Archives and History Archives (Montgomery, Alabama), Secretary of State's Office (Montgomery, Alabama), Birmingham (Alabama) Public Library Southern Room, the Columbus-Lowndes Public Library in Columbus, Mississippi, and the Tennessee State Library and Archives (Nashville, Tennessee).

There were many special people at each of these locations who assisted in providing records pertaining to the history of the TC&D Railroad and the removal of groups of Cherokee in 1837 and 1838, who rode on this very unique train. The staff members at the National Archives in Morrow, Georgia are shining examples of professional archivists. It is one of the best facilities in the nation for providing research space and easy access to primary source documents. The archivists at the Hoskins Special Collections Library go to great lengths to find documents pertaining to a research project, allow access to original documents, and make every effort to provide space for digitizing equipment. The facilities are truly interested in having history written by using original documents.

The archives in Lawrence County and Morgan County were closer to the actual location of the TC&D Railroad and provided help with documents and locations of sites. Assistance by Myra Borden, archivist at the Lawrence County Archives, was greatly appreciated. John Allison, archivist in the Morgan County Archives, was extremely helpful in reconstructing the site of the old depot, steamboat landing, and TC&D Railroad bed in Decatur. He compiled a collage of old photos of the sites and helped identify them on a modern-day map. John downloaded these photos onto a flash drive to be used in this report.

Mona Vance and Rufus Ward at the Columbus-Lowndes Public Library had an unbelievable assortment of Tusculumbia, Courtland, and Decatur Railroad documents. An amazing hand-written charter, an original 1836 TC&D Annual Report, and the original papers of a 161-page court case, *Benjamin Sherrod vs. Henry W. Rhodes* were in their archive holdings. All of these papers were digitized and the results were some vivid images. Much of the court case is very legible, however because it is handwritten, some of the writing is very hard to read.

A big thank you goes to Kyle Davis, archivist, and Joe Carpenter, legal advisor, for Norfolk Southern Railroad Corporation in Norfolk, Virginia. The Norfolk Southern Archives is located in Roanoke, Virginia. The Corporation graciously allowed us to digitize a copy of the TC&D Railroad Minute Book (1832-1843). It is a massive book with month by month proceedings pertaining to the President and the Board of Directors.

Our appreciation goes to Jerry Clark, archivist for the National Archives and Records Administration in Washington, D.C., for giving us permission to add his comprehensive compilation of the Cherokee Removal parties to this report. Jerry has worked with the Bureau of Indian Affairs Records and other Southeastern Indian records for numerous years and is the foremost authority on these records at the national archives.

Our research team consisted of Gail King, Lamar Marshall, and Larry Smith. Lamar Marshall spent one whole day crawling under privet hedges hunting for the old TC&D Railroad bed at Tuscumbia Landing and the Cities of Sheffield and Tuscumbia. The old bed joins the present-day Norfolk Southern Railroad east of Tuscumbia and from there proceeds along the same route until it gets to the Tennessee River in Decatur.

Larry Smith, who revels in Cherokee document research, spent numerous days researching the group who was conducted by Nathaniel Smith to Tuscumbia and taken from there to Indian Territory by John S. Young. This group is often called the Major Ridge Party.

Gail King deciphered hundreds of pages of handwritten, original documents by reading and reading them again until the content could be understood as far as its relationship with the TC&D Railroad. She directed the project, transcribed excerpts of the handwritten documents, wrote the history of the railroad using numerous sources, and wrote about the events pertaining to the two forced removal groups who used the TC&D Railroad.

Additional acknowledgement goes to Laurie Brockman, who researched at the Sequoyah Research Center at the University of Arkansas. She located an expense receipt which showed how much it cost for an individual to ride the train during one of the trips by a removal party.

We want to thank Nancy Rohr, a historian in the Huntsville, Alabama area, who sent us documents on the TC&D Railroad. Larry Smith wishes to thank Larry Benefield for being his sounding board during his research.

Chapter 1

Introduction

By: Gail King

The goal of this project was to research and document the Cherokee Removal parties who traveled on the Tuscumbia, Courtland, & Decatur Railroad (TC&D Railroad) on their way to Indian Territory. This was to be accomplished by traveling to multiple document repositories, such as archives, libraries, and courthouses. Research in documenting the history of the TC&D Railroad was complicated by the fact that records have been scattered and archived in many distant locations. Initially travel included the Colbert County, Lawrence County, and Morgan County Courthouses in northwest Alabama, the Alabama State Archives in Montgomery, the Secretary of State's Land Office in Montgomery, the National Archives in Morrow, Georgia, and the Hoskins Special Collections Library at the University of Tennessee in Knoxville. Changes were made in travel plans due to records being relocated from the Lawrence and Morgan County Courthouses to special archives created for early records pertaining to each county. The early records (1800s) for Lawrence County are located in an archive in Moulton, Alabama near the present-day courthouse. The early records for Morgan County (1800s) are located in a beautifully renovated building in what is known as Old Decatur. As these locations were visited, as well as the Leighton (Alabama) Library, many documents pertaining to the TC&D Railroad were digitized. A visit to the Birmingham Public Library Southern Room gave a wonderful lead for finding TC&D Railroad original records that were located at the Columbus-Lowndes Library in Columbus, Mississippi. A trip there proved most fruitful in finding the original, hand-written charter for the Tuscumbia, Courtland, & Decatur Railroad, the 1836 Annual Report, and a 161 page court case involving the president of the TC&D Railroad and a member of the Board of Directors.

Original Tract Books showing land records were accessed at the Secretary of State's Land, Patent, and Trademark Office in Montgomery, Alabama. These General Land Office Tract books of the Bureau of Land Management are most helpful in locating the first land sales and patents in the State of Alabama after lands were ceded by Southeastern Indian Tribes. Several records were found under the name of "President & Directors of Tuscumbia, Courtland, & Decatur RR Comp." These records can be used to pinpoint the exact location of the land owned by the railroad on a topographical map by the use of the Township, Range, and Section grid developed during the first surveys conducted in Alabama.

The trip to the Special Collections Department at the Hoskins Library at the University of Tennessee in Knoxville, Tennessee did not yield any documents pertaining to the TC&D Railroad: however the Penelope Allen Papers and Lenoir Papers did provide records (original letters) pertaining to Cherokee history before the removal and spoliation claims filed after the removal.

Research at the National Archives located in Morrow, Georgia yielded court cases involving the TC&D Railroad. These cases were found in the District Court Minute Book 3 (1835-1846), Northern District of Alabama and Letter Book/Order of Rules (1839-1847), Northern District of Alabama. One record book of court cases could not be located at the time of the visit and accessing at a later date would add to the history of the

TC&D Railroad. Other court cases of the Supreme Court of Alabama were found in a database. Some of these cases were related to the 161-page court case found at the Columbus-Lowndes Library. All of these court cases had information that provided additional information about the TC&D Railroad.

The hand-written Minute Book sent to us by Norfolk Southern Corporation was copied by photography in the early 1900s. This photographed copy was the book we received from Norfolk Southern. There is no public access to their archives, so this was a privilege to at least be given permission to digitize even the photographed copy. Some of the images are blurred, but for the most part good quality. The handwriting is another story. It changes drastically throughout the report causing a great deal of difficulty in deciphering some of the handwriting, especially toward the end of the Minute Book. In spite of all of the negative side to reading it, there is still a treasure trove of information to glean from the book. The records of the Minute Book began on February 11, 1832 at Courtland, Alabama and ended on March 9, 1843 at the railroad office in Tuscumbia, Alabama.

The Leighton Library in Leighton, Alabama (which is located about one-half block from the present-day train track) had an interesting collection of newspaper articles pertaining to the railroad. A letter written by a Mrs. John M. Clark is one of a kind. She stated that she was only 5 years old when her father worked at a warehouseman in Courtland for the "Decatur-Tuscumbia railroad." There was a copy of an 1833 report to the President and Board of Directors of the Tuscumbia, Courtland, and Decatur Railroad Company, which was published in the 1833 *American Railroad Journal*

A trip to the Tennessee State Library and Archives in Nashville to access the David Hubbard papers did not provide any information about the Cherokee Removal parties traveling on the TC&D Railroad, or any new information about his involvement with the railroad. There were documents showing his involvement with the Chickasaw Land Company.

There is one document, which we were not able to access, because it is in the process of being microfilmed for the Lawrence County Archives. There was a diary written by a Mr. Baker and contains a small reference to the Cherokees who rode the TC& D Railroad and his purchase of numerous Creek Reservations.

Publications about the Tuscumbia, Courtland, & Decatur Railroad are sparse and scattered in various journal publications or as small excerpts of information in published books. The two most extensive publications specifically focusing on the TC&D Railroad are contained in an article published in the Alabama Review (Volume IX) in 1956, titled *Alabama's First Railroad* by Ernest F. Patterson and as a whole chapter (#1) in a book written by Wayne Cline titled *Alabama Railroads* in 1997. Scattered throughout *The Journal of Muscle Shoals History* are articles written by Kenneth R. Johnson and Richard Sheridan on the history of the TC&D Railroad and Tuscumbia Landing. Including original documents in this report will greatly increase the knowledge pertaining to the history of the railroad.

In attempting to locate the original railroad bed, Gail King and Marty King met with John McWilliams several times. John began by pointing out the features of the original depot at Tuscumbia Landing and its link to the original railroad bed of the Tuscumbia Railroad Company and the later Tuscumbia, Courtland, & Decatur Railroad Company. According to John's research, he was able to identify the route as it left

Tuscumbia Landing, traveled the approximately 2.1 miles to Tuscumbia, and the route it took through the city streets. He showed us where the old road bed connected with the present-day Norfolk Southern Railroad. Lamar Marshall, Marty King, and Gail King photographed and took waypoints on their Global Positioning System (GPS) units along the route designated by John. On three separate trips the team took GPS waypoints along the present-day Norfolk Southern railroad bed through Leighton, Town Creek, Courtland, by the Wheeler House Historic Site, through Hillsborough, Trinity, and to Decatur. These waypoints were used to create a base map through the use of Garmin Maps and National Geographic Topographical Maps.

While taking GPS waypoints, photographs were taken of structures thought to be associated with the railroad or contemporaneous with the railroad. Local people were asked what they knew about the structures. Very few persons knew the age of existing structures. In Courtland we met with Dee Dee Martin, owner of Martin Farms. She provided us with a comprehensive brochure listing the age of homes and other present-day structures in Courtland. She stated that an original stock certificate for shares of stock in the Tuscumbia, Courtland, & Decatur Railroad is owned by her family and that she would have to locate the document. At a later date she did find it and allowed us to digitize the stock certificate.

Although we did find the approximate route when we arrived in Decatur on the first trip, we were still not sure where the railroad bed terminated in Decatur at the Tennessee River. We photographed a marker commemorating the Tuscumbia, Courtland, & Decatur Railroad and also photographed the Old Alabama State Bank (directly across the Wheeler Highway from the marker). We also stopped at the Morgan County archives, located in "Old Decatur" two blocks from the Old State Bank. At that time the archives was staffed with volunteers who had little knowledge about the railroad. A later trip to the archives was very successful in that trained staff had been hired at the archives. Although John Allison, an archivist, wasn't there that day, Jessica, another archivist was very helpful. She told us to call John the following week, which we did and by the time we returned to meet with John, he had collected many old photographs showing the location of Decatur Landing and had used the photographs to reconstruct the site at least back to the Civil War era.

This report would not be complete without initially exploring the unique and extensive history of the Tuscumbia, Courtland, & Decatur Railroad and how it came to be a part of Cherokee Removal history. Chapter Two will give a comprehensive history of the Tuscumbia Rail Road Company, the first railroad built west of the Appalachian Mountains, which in two years after its incorporation would be absorbed into the Tuscumbia, Courtland, and Decatur Railroad. Chapter Two will also display some of the digital documents pertaining to the railroad, which were collected during the research trips.

Chapter Three will document structures built by the TC&D Railroad by using the original Minute Book and reports submitted by David Deshler, as engineer for the TC&D Railroad. Photographs and GPS waypoints of the foundation of the Tuscumbia Landing Depot and TC&D Railroad bed were taken as sites were identified by local historian, John McWilliams, or by the research team physically locating visible archaeological features and railroad bed remnants using the 1837 LaTourette map. The section of the railroad bed running from the depot at Tuscumbia Landing to Tuscumbia is abandoned.

The LaTourette Map shows the route of the TC&D railroad from Tuscumbia Landing as well as a detailed map that shows the route of the railroad running through the City of Tuscumbia. Approximately two miles east of Tuscumbia, the original bed was incorporated into the Memphis Charleston Railroad bed, which is now the Norfolk Southern Railroad route. The original TC&D Railroad bed is believed to be buried underneath this section of the railroad all the way to Decatur. The Norfolk Southern Railroad bed was photographed and mapped extensively to document that the latter railroad still travels the same route and through the same towns that the TC&D Railroad traveled. Photographs were taken of visible features which appear to be part of the TC&D Railroad structures and are now incorporated into present-day structures or replaced by new structures at the same location. Extant unassociated structures built during the 1830s and visible from the railroad were also noted and photographed.

Chapter Four will address events leading to the Cherokee Removal and the inevitability of the removal. The Cherokee Nation was split into two factions and members of one of those factions would ride on the TC&D Railroad. This party was especially important, because one of the most important members, Major Ridge, of the Pro-Treaty Faction, rode the train to Tuscumbia Landing in 1837, caught a steamboat there, and was assassinated after the remainder of the Cherokee Nation was forcibly removed in 1838 and reunited in 1839.

The chronology of the removal parties who traveled on the train will be divided into two time periods. Chapter Five will discuss in detail the first party traveling on the train in March 1837 and Chapter Six will discuss the two forced removal parties who traveled on the train in June 1838. Journals and muster rolls were included whenever and wherever they could be located.

Chapter Seven will summarize the results of the research over the past many months and note if further research will be necessary to fully document the railroad or additional associated sites.

Chapter 2

The First Railroad West of the Appalachian Mountains

By: Gail King

The location of the first railroad west of the Appalachian Mountains was in the beautiful Tennessee River Valley in Northwest Alabama. The Tennessee River Valley was formed along one of the larger rivers of North America. The uniqueness of the Tennessee River is described as follows:

In its course of 250 miles across Alabama it was nowhere less than a quarter of a mile wide, averaged about half a mile, and was about two miles wide on Mussel Shoals (spelled Muscle Shoals today). It descended about 250 feet in crossing the state, and about half the total fall was at and near Mussel Shoals, where it descended 130 feet in 34 miles, and 85 feet in 15 miles at the steepest part. The principal shoals were on the Fort Payne Chert, along the southern edge of Lauderdale County, the lowest at Colbert Shoals near the western boundary of the state (Harper 1942: 31-32).

Owen (1921) stated that Muscle Shoals was “a section of the Tennessee River that extends from the head of Brown’s Island to the river bridge connecting Colbert and Lauderdale Counties, a distance of 36 miles.” The reefs and shoals formed almost a complete barrier to navigation and in places the current flowed “in excess of 10 miles per hour”. The shoals and reefs had names such as, Big Muscle Shoals, Elk River Shoals, Nancy Reef, and Little Muscle Shoals. Big Muscle Shoals was located approximately midway where “about 14 miles of the fall is concentrated” and “was entirely unnavigable” (Owen 1921: 1063). See Figure 2.1 for photo of the shoals.



OLD MUSCLE SHOALS

Figure 2.1 The Upper Tennessee. T.J. Campbell.1932.. Colorized by Marty King.

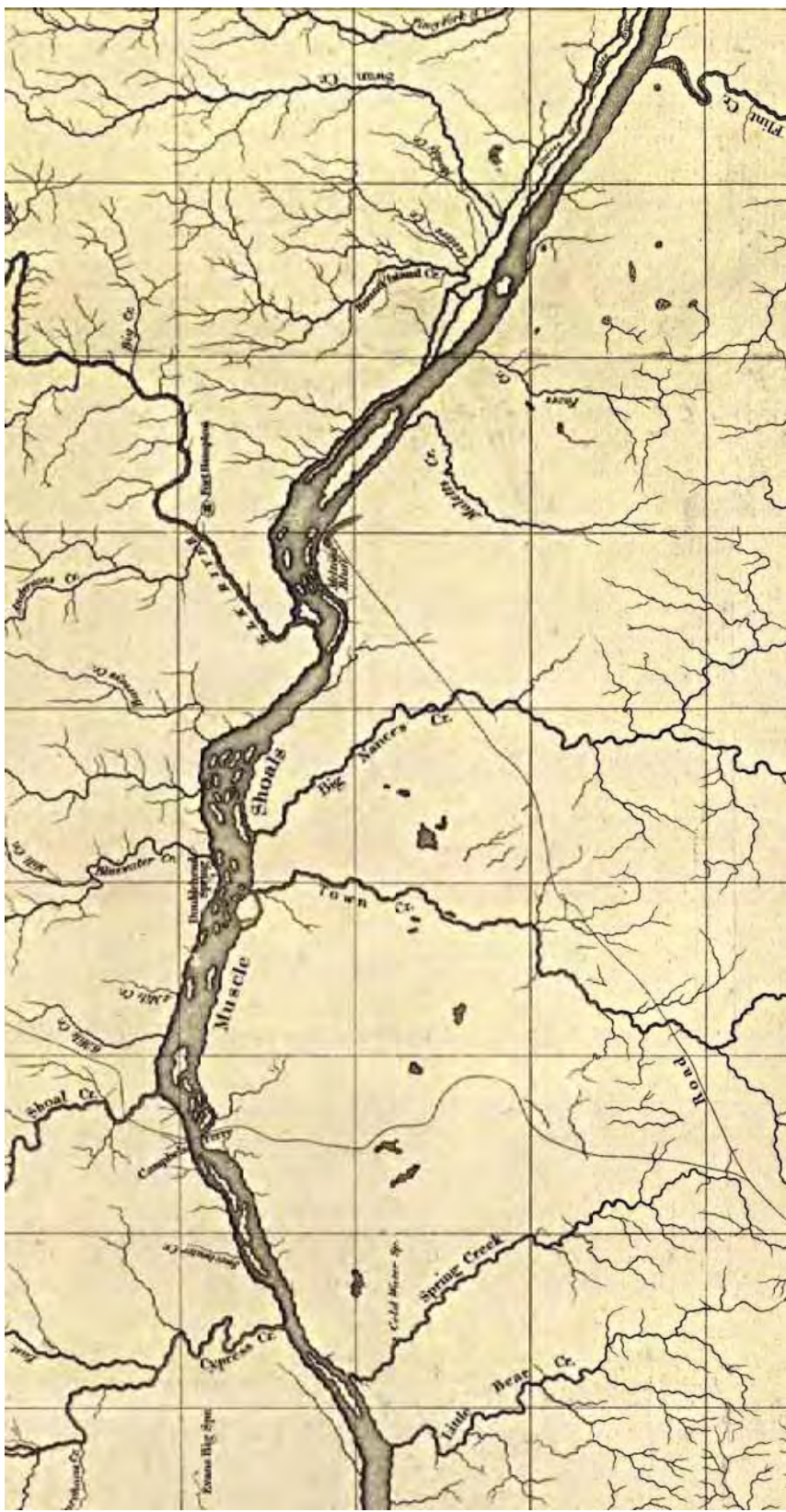


Figure 2.2. Detail – 1817 map of the late surveys in the Northern District of the Alabama Territory drawn from the Returns of the Surveyors by Peel & Sannoner, Tanner, Ballence, Kearney & Co. Sc., Philadelphia. Digitized by Marty King.

McWilliams (1995) stated that “the Muscle Shoals was probably the most treacherous single one stretch of river found in the United States.” The flint rock over which the river flowed could not be eroded away by the water, so the river ate at its banks, making it a very wide river in the shoals area. From Decatur, Alabama to Florence, Alabama there were approximately sixty islands with no continuous channel. During “low water a man could walk across the river without ever getting his feet wet. A flood in Chattanooga raising the water 50 feet there would only raise the water level at the Muscle Shoals by 5 feet.” Environmentally it was a perfect habitat for a water animal known as the mussel, from which during early travels through the shoals, it was called Mussel Shoals. “Later on when men tried to cross this formidable line of rapids, they may have made a sarcastic remark about the rapids, calling them the ‘Muscle Shoals’” (McWilliams 1995: 12-13).

The Tennessee River is an oddity among rivers in that it flows to the southwest from Knoxville, Tennessee (formed by the Holston and French Broad Rivers) to Guntersville, Alabama where it makes a turn to the northwest rather than continuing southward as all other major rivers in Alabama. The Tennessee River flows through northwest Alabama back into Tennessee. In Tennessee it continues northward traversing the entire State of Tennessee from the south to the north. Finally in Paducah, Kentucky, it empties into the Ohio River. Because of its long journey boats on the river had access to a great number of towns along the river (State Highway Maps).

The Tuscumbia Railroad and the Tuscumbia, Courtland, & Decatur Railroad (TC&D Railroad) was built in the Tennessee Valley proper, named the Western Valley on a 1926 geological map of Alabama by Charles Butts et al. See Figure 2.3. below.

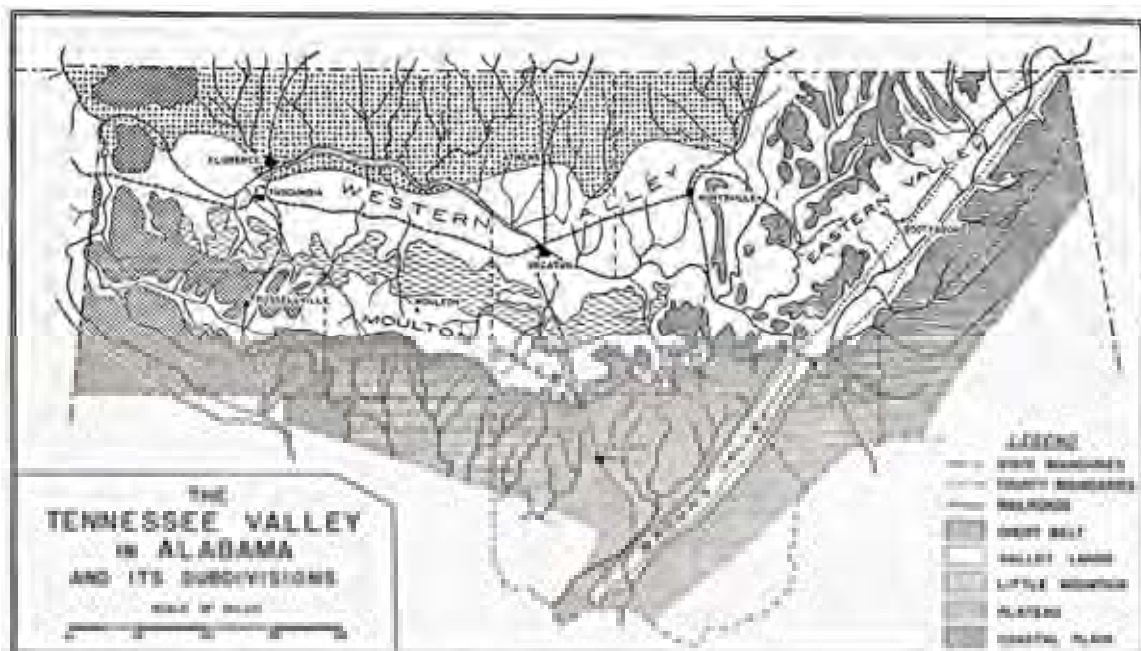


Figure 2.3. *Natural Resources of the Tennessee Valley Region in Alabama.* Roland M. Harper. March 1942. Digitized by Marty King.

This valley is comprised of a wide almost level area on both sides of the Tennessee River and is located mostly west of Huntsville (Harper 1942: 19-20). There are numerous large springs, small ponds, and lime-sinks (formed by the solution of the limestone underneath) located in the more level parts of the valley. The springs in Huntsville and Tusculumbia were the most renowned and certainly used by aboriginal inhabitants before European settlement and were the determining factor in the location of towns during the first American settlement. “The typical soil of the wide flat valley is a red clay, above the average in fertility” (Harper 1943: 22).

A Geological Survey to locate springs in Colbert and Lauderdale Counties, Alabama in 1957 reported that the climate in this area was mild and the precipitation and temperature are in the moderate range. Snow only occurred about twice a year and lasted for no more than two days. The average annual precipitation recorded at Muscle Shoals from 1884 – 1955 (72 years was 51.67 inches). “The summer temperatures are not excessively high and severely cold winter weather seldom occurs. Freezing temperatures generally do not last more than two days” (Harris 1957: 4-5). Although these are not present-day recordings, they are more closely related to the time period when the TC&D Railroad was built and in operation.

Land Boom in the Tennessee River Valley

After the Creek War of 1813 large areas of land in Alabama Territory opened for settlement. The Creek Nation was confined to areas east of the Coosa River (Cline 1997: 9). Due to “the high price of cotton, economic distress in the old centers of population, the Indian land cessions, and extravagant confidence in the future made the situation different. The movement now became precipitate.” Masses of people poured into the valleys of Alabama from Virginia, the Carolinas, Georgia, Tennessee, and Kentucky (Moore 1927: 110). In the ceded (Indian land cessions) areas from 1810 to 1820, the population increased from a little over 9,000 people to over 127,000 people. By 1819, Alabama was catapulted into statehood (Cline 1997: 9). By 1830 the population rose to over 300,000 with slaves being 38% of that number. Fertile river bottoms like those of the Tennessee River Valley attracted great numbers of people and were considered “most highly prized by the cotton planters. The slave population was very largely confined to the counties of the Tennessee Valley and to those lying along the navigable portions of the Alabama and Tombigbee Rivers” (Abernethy 1922: 57).

Land sales in areas, such as the Montgomery area, paled in comparison to the land sales at Huntsville in 1818. The land speculation is described as follows:

All of the lands west of Madison County [Alabama] were put on the market and seven million dollars worth was sold. Speculation was rampant and prices soared. Men came from all parts of the country to participate. Land companies were organized which employed all of the tricks of trade. Swindlers became so notorious that the Government instructed its agents to bid against the speculating combinations when they thought it necessary (Moore 1927: 116-117).

Land companies and groups of speculators sent out their investigators who followed the [government] surveyors—Huntsville [Madison County] became a rendezvous for them in the Tennessee Valley—and located the choice cotton lands. Publications of the promoters, newspapers, personal letters, and wagging tongues extolled the wealth, the health, and the beauty of the Alabama country. (Moore 1927: 111)

The most powerful company that participated in these sales was the Cypress Land Company, composed of a 'numerous association of respectable, opulent and enterprising individuals,' among whom were Leroy Pope, Thomas Bibb, Gen. John Coffee, President James Madison, Gen. Andrew Jackson, John McKinley, James Jackson, J. Childress, Dabney Morriss, Dr. John R. Bedford, Gen John Durham, and Waddy Tait. This company bought up large tracts, including 'all the probable situations on the northern bank of the River' between Campbell's Ferry and the mouth of Cypress Creek, for a great commercial town. President Madison and John McKinley were said to have been the largest purchasers of lots in the area set apart for Florence. The services of General Coffee, who was surveyor general for the Alabama Territory, must have been of great value to the company in the selection of lands. He is said to have been the active trustee of the company.

Land prices soared. Lands purchased in 1809 at two dollars per acre now sold for ten to twenty dollars per acre. Good lands sold at ten to fifty dollars per acre and some of the rich bottom lands in the vicinity of Tuscumbia sold for one hundred dollars per acre. ... In little more than one year after the land sales were begun Cotaco [now Morgan County], Jackson, Limestone, Lawrence, Lauderdale, Franklin [Colbert County would later be sectioned off from this county], and Blount counties had been organized and 'flourishing villages established as their county sites, and a large and prosperous population within their borders.'

Not content with dealing in farming land at 'ruinously extravagant prices,' the imagination of promoters seized upon the possibilities of town prospecting. The great cotton fields that would skirt the broad and the deep Tennessee must have towns to perform their exchanges. The speculators set themselves to the task of helping towns to rise, all the while, indulging that pleasurable prospect of improving their bank accounts by dealing in the real estate futures of the towns. The United States Government was not neglectful of the need for towns, for in the survey of 1818 it laid off sites for several cities – York Bluff (present-day Sheffield), Cold Water (present-day Tuscumbia), and Marathon – and issued patents to lots of an acre each within their limits. Apparently any person might buy as many lots as he desired, for Dr. David Moore, prominent citizen of Huntsville, bought about one-half of the lots in the projected Marathon. Judge Taylor says that many years later the owners of the sites of some of these towns had nearly a half bushel of government patents representing their titles. These patents became dingy and mute witnesses of blasted hopes and injudicious speculation (Moore 1927: 117-118).

The Huntsville (General Land Office) land sales of 1818 provided the impetus for private ownership of land. The U. S. Government offered land in quarter-section tracts (160 acres) to the highest bidder, with 25% down and the rest paid in installments. Due to competitive bidding, prices were pushed as high as \$50 per acre for prime cotton-growing land, while the average price for "ordinary cotton land" sold for \$20 to \$30 per acre. In the rich bottom land around the city of Tuscumbia, land sold for as much as \$100 per acre. Small farmers could not compete with these prices and were forced to buy lands away from the Tennessee River or lands that were less useful for agriculture. "The rich river bottom areas were usually acquired by large planters or land speculators, either as individuals or organized in companies" (McDaniel 1979: 36).

In 1818 along with the rise of land prices, "cotton rose to the unprecedented average of about 34 cents a pound. Credit was easy to obtain, and optimism about the future of cotton verged toward the extreme." The cotton and land bubble burst, with cotton falling in 1821 to 14 cents/pound and in 1823 it bottomed out at 11 cents a pound.

Many people still owed for the overpriced land they had bought. In 1821 Congress passed a relief act. People who still owed on land could relinquish part of their land to the U.S. Government and apply what they had already paid to land they would keep. If a buyer still owed on land he kept, the remaining payments would be reduced by 37 1/2 percent and could be spread in payments over six to eight years with no interest (Abernethy 1922: 65; McDaniel 1979: 36).

A Solution to the Muscle Shoals Problem

The Shoals had to be bypassed. Transporting cotton and other commodities on the Tennessee River was a seasonal operation. The Muscle Shoals area in the river served as a treacherous obstruction to boats of all types. The water level was only high enough during the winter months. It generally began to rise in the fall and recede during the spring months. According to the Alabama Republican (Feb. 8, 1822) there were only two or three months that the water was high enough to go over the rapids. “Warehouses were built at landing places on the Tennessee River and here cotton was accumulated by merchants and shippers. Before the use of steam for propelling boats, keelboats were used to transport cotton.”

A keelboat is described as a craft constructed of heavy planks with planked ribs like a ship with a sharp bow and stern and although of light draught they could carry from 20-40 tons of freight. They were called keelboats because of the heavy four-inch timber that extended from the bow to the stern along the bottom of the boat (Watson 1985)

The use of keelboats provided a means to float lighter loads across the Muscle Shoals, but it was a long process before it reached the market in New Orleans and the planter was actually paid. The cotton crop had to be ginned, baled, shipped to the merchants in New Orleans and in turn the owner would receive as payment a draft, which had to be cashed. This often took “months of delay and entailed reliance upon forwarding agents, brokers, and banks, which the small producer was not able to face on his own account.” Only the large and wealthy planters could survive in this cotton market (Abernethy 1922: 68-69).

Access to the New Orleans market began to change when the first steamboat reached Florence on the north side of the river in 1821. A small steamship, the “Rocket,” was commissioned in 1822 to run between the mouth of the Tennessee River and Florence. Above the shoals cotton was still sent by a lightweight keel boat over the shoals and from there towed to New Orleans by a steamer or its freight transferred to a larger steamboat. With an increasing number of steamboats “Freight rates to New Orleans fell from more than a dollar a hundred-weight to eighty cents in 1822 and to fifty cents in 1828” (Alabama Republican, Jan. 18, 1822; Southern Advocate, March 14, 1828; Abernethy 1922: 78-79). “In 1825, thirty men from the Tuscumbia area, two from Cincinnati, two from Huntsville, and one from New Orleans formed the Tuscumbia and New Orleans Steamboat Line.” Lawsuits eventually put the company out of business when its steamboat the Ben Sherrod blew up on the Mississippi River in 1837 (McWilliams 1999: 6). Prior to 1830, there were over 20 “magnificent” steamers traveling between the cities at the Shoals, Cincinnati, New Orleans (Staley 1999: 4).

An Act of Congress in 1824 appropriated money to survey a system of internal improvements. Secretary of War Calhoun in a report stated that the Muscle Shoals canal was among the works which he classed as of national importance. Although Congress

could not appropriate funding for such a project directly, they donated 400,000 acres of relinquished lands in the Huntsville district. Money obtained from the sales of these lands was to be applied to the construction of a steamboat canal on the north side of the Tennessee River in order to bypass the shoals (Abernethy 1922: 29-30). Construction began in 1831 on the Muscle Shoals Canal and was finally opened to traffic in 1837, after six years of construction on the 14.25 mile canal. Its length was insufficient to take care of all the boat landings at different water levels and was later abandoned (Staley 1999: 4).

In 1828 Alabama was granted 400,000 acres by Congress in order to finance improvements at the Muscle Shoals. A land office was established in Courtland to sell land in northwest Alabama. The quality of the land “ranged from very good to very poor.” Some of the land came from relinquished land and some from land never sold before. The State of Alabama sold the acreage in small tracts, at affordable prices, and available financing. Most of the buyers came from Tennessee (McDaniel 1979: 37). By the 1830s northwest Alabama had developed into two types of agriculture:

That of the planter who raised cotton with corn as his subsidiary crop; and that of the small farmer who raised corn with cotton as a subsidiary. Thus the agricultural life of Alabama may be divided into two predominant phases: that in which the planter, with a highly capitalized establishment raised cotton with slave labor for the sake of profit; and that in which the farmer, with very little capital, sought an independent existence for his family. The best cotton lands were sold during the speculative period when the man without capital had little chance of successful competition; the backlands were sold during a later period when the actual settler could buy them at the minimum price with money which he had made upon the ground. To the planter, rich lands and convenient water transportation were essential (Abernethy 1922: 58, 72).

It was not by blind speculation that the Tuscumbia Rail Road and the Tuscumbia, Courtland, & Decatur Railroad (TC&D Railroad) were built during the 1830s from Tuscumbia Landing to Decatur. Improvement of the transportation system was a dire necessity. As can be seen on the map in Figure 2.2, the shoals extended for miles with a drop in elevation toward the bottom of the shoals that would have today attracted numerous white water enthusiasts, however white-water rafting was only in the form of attempting to haul freight over the treacherous rapids. The loss of life and freight was utmost in the minds of those who attempted to do so. The large plantations south of the Tennessee River had to find a way around the shoals to transport their products to the market in New Orleans more efficiently.

An idea to build a road that never became muddy or developed pot holes with small grades and no hills was conceived by citizens on the south side of the river. A road of wood capped with flat iron would allow “one horse to pull as much in a wagon as several horses could on a muddy road.” The Tuscumbia Railroad Company was born out of this need and would bring a boom period to the area, especially the town of Tuscumbia and the steamboat port located two miles away at Tuscumbia Landing on the Tennessee River. The later forty-three mile expansion of this railroad from the city of Tuscumbia to the landing at Decatur would be nicknamed the “Iron River” (McWilliams 1995: 20-21).

Tuscumbia Rail Road Company: First Railroad West of the Appalachian Mountains (Horse Drawn)

During the 1820s when increasing numbers of steamboats began traversing the Tennessee River from New Orleans, the development of a steamboat landing at the bottom of the shoals by merchants in Tuscumbia was of utmost importance. The most suitable location was at the mouth of Spring Creek, which became known as Tuscumbia Landing. "In 1824, Tuscumbia merchants tried to take advantage of the trade increase by building large warehouses and loading facilities just a few rods (one rod equals 16.5 feet) up river from the confluence of Spring Creek into the Tennessee River." A new problem arose in that the town of Tuscumbia was two miles from the landing and warehouses. The building of the railroad was the answer to transporting goods between the two locations (McWilliams 1999: 6).

The following account of the development of the Tuscumbia Rail Road Company was given in the *Third and Fourth Annual Reports of the Officers of the Tuscumbia, Courtland & Decatur Rail-Road Company*, dated August 1, 1836, Page 25.

On the 16th January 1830, the act incorporating the Tuscumbia Rail-Way Company, was passed by the Legislature of this state, authorising a capital of \$20,000 for the construction of a Rail-Road from the town of Tuscumbia, to the Tennessee River, a distance of two miles.

The stock was immediately subscribed by the citizens of Tuscumbia, and vicinity, and on the 1st day of May 1830, the stockholders elected the first board of directors, consisting of 13 members, viz:--**M. Tarver, President, A. Barton, Jas. Elliot, B. Merrill, P. G. Godley, Jno. Kennedy, D. S. Goodloe, Jno. Sutherland, Jr., Jno. F. Pride, Jno. Haynie, Henry Cook, Thomas Keenan, and David Deshler, Directors.**

Surveys were immediately instituted, and the route of the road determined. But owing to the want of power in the charter, to condemn ground for the right of way, and not being enabled to obtain that privilege by purchase, (the principal proprietor utterly refusing to sell the right of way to the Company,) nothing further was done until April 1831, when the Company succeeded in purchasing the plantation, which had presented the difficulty. Contracts for the grading, and for the various materials, were immediately entered into; and on the 5th day of June 1831, the interesting operation of *breaking ground* took place. The work thus commenced, progressed without material interruption; and on the 12th day of June 1832, the epoch of its completion was joyously celebrated (Courtesy of the Billups-Garth Archives, Columbus-Lowndes Public Library, Columbus, Mississippi).

Colbert County historian, John McWilliams gives a brief biographical sketch of some of the Tuscumbia Railway Company board members as follows:

Micajah Tarver: President of Tuscumbia Railway Co., alderman of Occocopoosa [Tuscumbia] in 1819, bought [Tuscumbia town] lots 214, 252, 292, 315, 384, 385 in 1820.

Branham Merrill: Member of the fire company in 1836, later leased the Tuscumbia, Courtland, & Decatur Railroad in 1842 (Receipts from his leasing business will be displayed later in this chapter. On one shipping receipt for sixty bales of cotton he is designated as a 'Commission and Forwarding Merchant, Tuscumbia and Decatur, Ala.),

operated a hotel at Tuscumbia Landing in 1845.

Philip G. Godley: Alderman in Occocopoosa [Tuscumbia] in 1819, bought [Tuscumbia town] lot 422 in 1820, moved into a new brick store on the southeast corner of Sixth and Main Streets in 1826, lived at 106 W. 3rd Street which was built in 1824, one of the first mayors, alderman in 1825.

John Kennedy: Bought [Tuscumbia town] lot 174 in 1820, lived in a four room brick house on [Tuscumbia town] lots 153 & 154, part owner of the SS [steamboat] Tuscumbia and SS Courtland in 1824, not listed in 1840 census.

John Sutherland, Jr.: Revolutionary War Soldier, bought [Tuscumbia town] lots 660 and 661 with James Sutherland in 1820, partner of Major Littleton Johnson in 1824, opened a store in the new brick building on the northeast corner of Sixth and Main Streets in 1825 (Kirkland's).

Thomas Keenan: Bought [Tuscumbia town] lots 70, 135, 139, 140, and 207 in 1820, alderman in 1837.

David Deshler: Opened a "Fancy Goods" store on Main Street in Mechanics Row [Tuscumbia] in the 1830's, became the chief engineer for the Tuscumbia Railway Company and later the Tuscumbia Courtland and Decatur Railroad in the 1830's, bought the TC&D RR and renamed it the Tennessee Valley Railroad, became the spokesman for the construction of the Florence Branch of the Memphis & Charleston Railroad in 1857, member of the military committee for raising troops in Franklin County during the Civil War, gave land to start Deshler Institute in memory of his son, James Deshler, who was killed in the Civil War, buried in Oakwood Cemetery in Tuscumbia.

The Tuscumbia, Courtland, and Decatur Railroad (TC&D Railroad) (Horse Drawn and Steam Locomotives)

The *Third and Fourth Annual Reports* further states (Page 25):

A convention of delegates from the counties of Franklin [part of which became Colbert County in 1867], Lawrence, and Morgan, had been held at Courtland, on the 8th day of October 1831, for the purpose of devising the best mode of operation to continue the Tuscumbia Rail Way to some eligible point on the Tennessee River, above the Muscle Shoals; and in pursuance of measures, then and there adopted a charter was granted by the Legislature of the State, approved 13 January 1832, incorporating the Tuscumbia, Courtland and Decatur Rail Road Company—fixing Decatur as the point of termination of the work above the Shoals.

On the 11th day of February 1832, the board of Directors (appointed by the charter) met at Courtland, accepted the charter, and appointed their engineer, with instruction, forthwith to commence the surveys, with the view to the location of the Road.

The following pages contain digital images of the only known handwritten charter of the Tuscumbia, Courtland, and Decatur Rail-Road Company archived in the Billups-Garth Archives at the Columbus-Lowndes Public Library in Columbus, Mississippi.

On the pages following the handwritten charter are digital images of the printed version of the charter (Act of Alabama to incorporate the TC&D Railroad), amendments to the original charter as Acts of Alabama, and supplemental action to the original charter as an Act of Alabama, as set forth in the *Third and Fourth Annual Reports* (pages 14-24). (Digital Images by Marty King).

Any Act to incorporate the Duwamish, Coastlands
and Steamer Navigation Company
Section 1. Be it enacted by the Senate and House of Representatives
of the State of Washington in General Assembly
that the following shall be and is hereby
with Joseph Taylor, William H. Thompson, Philip C.
Harris, Thomas Carter, David Fisher, James Davis,
Wm. H. Taylor, James H. Miller, John Thompson,
William Mack, Henry W. Rhodes and John H. Wash
as directors and their successors and assigns in and
to and they are hereby made a body politic and
corporation in and to have full power and
sole right to the Duwamish, Coastlands and Steamer Navigation
Company in such manner and their successors in
and to carry out the same in law to the end to
and shall have the same powers and be treated
as if they were a corporation in every respect
in the State of Washington. The corporate seal of the
said company shall conform with or contain the
said words to wit: and say of company and in
and change the same at pleasure. In witness
whereof and in testimony of the said corporation
and incorporation as to the said date, we, the
said Governor, do hereby certify and make public
the truth of this Act. Provided however that the amount
of stock and personal liability required by said company
shall in no case exceed the sum of one million of
dollars.
Section 2. And be it further enacted that the President
and directors hereby authorized shall continue to
until the first Monday in March the following
business year ending on the first day of the
month of March next in the year of the
said Act. The said President shall hold office
and shall continue in office until he is
for the purpose of determining that the
said Act and directors until the first Monday in
next after the said date and until the
shall be chosen and qualified which shall be
done on the first Monday in March annually
in the year next to the year thereafter by the
said company. The said President shall have
power of which he may or may not be
said company. That no one shall be
eligible to hold any one of the
said offices. And be it further enacted that the President
and directors of said company shall have power to
borrow money by the sale of bonds and to
pay the interest on the said bonds and to
make or give any other thing and to do all
things that may be necessary and proper to carry
out the purposes of this Act.

Section 9. And be it further enacted, That the register and
Section 10. And be it further enacted, That the register and
Section 11. And be it further enacted, That the President
Section 12. And be it further enacted, That after the
Section 13. And be it further enacted, That after the

Approved January 15th 1852

An Act Supplemental to an Act incorporating
the Des Moines, Council and Steamer Mail Road
Company.

Section 1. Be it enacted by the Senate and House of
Representatives of the United States in Congress
Assembled, That should the Des Moines Council
and Steamer Mail Road Company not be incor-
porated to complete said Road within the term pre-

created by their charter, but should complete a part and
 keep and keep the same in regular operation, they shall
 not forfeit their charter or the right to complete and keep
 in operation; but shall have the same continuance to them
 for the most so far as may be kept in repair.
 And to it further enacted, That said Company
 or any part thereof shall have power to branch and mail
 roads before the whole shall be finished, so soon as may
 they may deem useful for the better of said County or
 other adjacent; but shall not be compelled to branch the
 same unless a majority of two thirds of the stockholders
 shall determine that such a branch is useful and for the benefit
 of the stockholders; provided said company shall not
 have the power by this act to surrender lands for making
 any of the branches herein authorized, nor shall said com-
 pany bear charge for any way of them; and said com-
 pany shall continue said work to be done until as fully
 as may be practicable. And provided further that
 this act shall not be so construed as to require any in-
 dividial of stock to much that were capable before the
 passage thereof; and provided further that no branch of
 road here authorized shall be extended to the distance of
 more at any point below greater than a man shall
 or said road shall be completed as far as possible
 to the original charter or within ten years from the
 commencement of said work.

Approved December 31st 1833

Alabama.

Secretary of State's Office

I, William Garrett hereby certify that the foregoing
 is a true copy of the act to incorporate the Alabama
 Southern Telegraph and Mail Company, and of the
 act supplemental to an act incorporating the Alabama
 Southern Telegraph and Mail Company; approved and
 published as aforesaid, deposited in this office.



Given under my hand and the
 Great Seal of the State of ALABAMA
 at Montgomery this 26th day
 of September in the year of our
 Lord one thousand eight hun-
 dred and thirty three.

W. Garrett
 Secretary of State

CHARTER

OF THE

Tusculumbia, Courtland, and Decatur RAIL-ROAD COMPANY.

AN ACT

To incorporate the Tusculumbia, Courtland, and Decatur
Rail-Road Company.

Incorporation.

Style.

Powers.

Proviso.

Section 1. *Be it Enacted, by the Senate and House of Representatives of the State of Alabama, in General Assembly convened, That Benjamin Sherrard, as President, with Joseph Trotter, William H. Whitaker, F. G. Golley, Micajah Tarver, David Deahler, James Davis, Peter W. Taylor, James B. Wallace, David Cogswood, William Vench, Henry W. Rhodes, and Jesse W. Garth, as Directors, with their associates and successors in office, be, and they are hereby, made a body politic and corporate, in deed and in law, by the name and style of the Tusculumbia, Courtland, and Decatur Rail-Road Company; in which name they and their successors in office are hereby made capable, in law, to sue and be sued, plead and be impleaded, answer and be answered, defend and be defended, in any court of law or equity in this State or elsewhere; to purchase, receive, and hold, sell, convey, and confirm, real or personal estate, as natural persons; to have and use a common seal, and to alter and change the same at pleasure; to pass such by-laws, rules, and ordinances, for the good government of said corporation, as to them shall seem proper; and generally to do and exercise all acts, matters, and things necessary to carry into full and complete effect the objects of this Act: *Provided, however, that the amount of real and personal estate owned by said Company shall in no event exceed the sum of one million of dollars.**

Sec. 2. *And be it further Enacted,* That the President and Directors hereby appointed shall continue in office until the first Monday of March, 1833, on which day the Stockholders, heretofore subscribed, shall meet in the Town of Coqrland, and elect thirteen Directors, stockholders in said Company, one of whom shall be chosen President by the Board, and shall continue in office, after having taken an oath for the faithful performance of their duties as such President and Directors, until the first Monday in March next after their said election, and until their successors shall be chosen and qualified; which choice shall be made on the first Monday in March, annually, after the first election, or in one month thereafter, by the Stockholders, each Stockholder having one vote for every share of stock he, she, or they may hold in said Company: *Provided,* that no one stockholder shall be entitled to more than one hundred votes.

President and Directors to be elected.

Stockholders to vote according to shares.

Sec. 3. *And be it further Enacted,* That the President and Directors of said Company shall have power to borrow money, contract debts, and be contracted with, upon the credit of the stock thereof, and to pledge personal or real estate for the payment of their debts; and to appoint such officers, agents, and servants, as they may think necessary, and to pay them such salaries as they may conceive just; and, after their organization and first election of Directors, may require such instalments as they may consider best for the interest of said Company; *Provided,* that not more than one-third of any one subscription shall be required in any one year, after the said first election of Directors. And the estate of each individual Stockholder, together with his stock, shall be liable for the debts of this Company, in proportion to the amount of his stock.

President and Directors authorized to borrow money, &c.

To appoint officers.

Require instalments.

Proviso.

Stockholders liable for debts of incorporation.

Sec. 4. *And be it further Enacted,* That the President and Directors of the Company hereby incorporated, after they shall have been organized in pursuance of the second section of this Act, may, on giving sixty days' public notice, proceed to open books and receive subscriptions for stock, and thereby raise any additional amount of money which may be required in the execution of said work, not exceeding one million of dollars; and the stock subscribed for shall be divided into shares

President and Directors, on giving notice, to open subscription

Stock not to exceed \$1,000,000. To be divided into shares.

Shares may be transferred.

of one hundred dollars per share, and may be transferred, which transfer shall be entered on the books of said Company, and the holder thereof shall be entitled to all the benefits, and subject to all the liabilities, of an original stockholder; and, on the failure of any stockholder to pay the amount due upon his stock, in pursuance of any call made by the said President and Directors, within sixty days after such call, the said President and Directors shall be authorized to sell said stock, at not less than par value, for the amount so due; and said stock shall be deemed and considered, in law, as personal property.

Failure to pay amount due on stock.

Road, where to commence.

Sec. 5. And be it further Granted, That the said President and Directors shall commence said road at the east end of the Tencumbia railroad, and extend the same, by the way of Courland, to Decatur, in the County of Morgan.

President and Directors authorized and in receiving title to land, &c.

They shall be authorized to contract for, and receive, conveyances of any land, stone, or gravel, &c., which may be required in the construction of the said road; and when the owner and the Company cannot agree as to price, or when the owner is an infant, non-resident, or non compos mentis, then it shall be lawful for the President and Directors of said Company to apply to any Justice of the Peace for a warrant, directed to the Sheriff of the County, commanding him to summon a jury of seven disinterested freeholders, a majority of whom shall be authorized to assess the damages, under the same rules and regulations now established by law in cases of other roads; and said jury shall forthwith assess the value of said land, stone, gravel, timber, &c., subject to the right of an appeal to the Circuit Court by either party who shall think themselves aggrieved, when the trial shall be de novo by a jury, as in other cases; and the Sheriff shall return the same to the Office of the Clerk of the County Court of the proper County, and at the next term of the Commissioners' Court the same shall be affirmed, if no objection; and if the Court shall set the same aside, the said Court shall order a new writ, and the assessment made in pursuance thereof shall be final; and the land, stone, gravel, timber, &c., so contracted for or condemned, shall enure to the said Company for fifty years, upon the payment of said money to the person contracted with, or into

Modes of proceeding when the owner is an infant, non-resident, &c.

Appeal to Circuit Court, by either party.

Court, as the case may be; and the whole proceedings shall be entered of record in said Court, at the expense of said Company: *Provided, however, That* that the said work shall in no wise be delayed on account of the proceedings had as aforesaid; but the said Company, on tendering the sum to which the land, stone, gravel, or timber, shall have been valued, to the owner, or depositing the same in the Office of the Clerk of the said Court, may proceed with said work, if there shall be no appeal: *And further provided, further,* that no right shall exist in said Company to pull down or remove any dwelling-house, without the consent of the owner thereof.

Sec. 6. *And be it further Enacted, That* said President and Directors, after having had the track surveyed upon which the said railroad is to run, surveyed and selected, may proceed to let the same to contract in such sections, beginning at Tuscumbia, and such other places, and continue eastward, as they may think best: *Provided,* that they shall give sixty days' public notice of the time and place of letting the same to contract: *And provided, further,* that said Company shall in no wise exercise banking privileges; and shall begin said work within two years, and complete the same from Tuscumbia to Decatur within ten years, or forfeit their charter hereby given.

Sec. 7. *And be it further Enacted, That* said President and Directors shall have power to call meetings of the stockholders at any time, stating, in the call, the business intended to be transacted at such called meeting; and no other shall be transacted. A majority of the stockholders, in value, either in person or by proxy, shall be necessary to transact business; and at said called meetings, a majority of said stockholders, in value, shall have power to remove the President or any of the Directors, and appoint others in their stead; and, in case of the death, resignation, or refusal to act, of the President or any Director, a majority of the residue shall have power to fill vacancies in the Board, until the next annual meeting of the Stockholders; and shall have power to remove, at pleasure, any officer, agent, or servant.

Sec. 8. *And be it further Enacted, That,* in the construction of said road, the said President and Directors shall not obstruct or use the public roads

Track being surveyed, to be let to contract.

Notice.

Banking prohibited. When to begin & complete the work.

Manner of calling meetings of the stockholders.

Quorum.

Vacancies, how filled.

Public roads not to be obstructed or used.

or any of them, now or hereafter to be established, but shall provide suitable and convenient ways by which they shall cross said railroad.

President and Directors, at annual meetings, to report to company.

Sec. 9. *And be it further Enacted*, That, at the regular annual meetings of the Stockholders of said Company, it shall be the duty of the President and Directors, in office for the preceding year, to exhibit a clear and distinct statement of the affairs of the Company, for the information of the Stockholders; and shall also, annually or semi-annually, declare and make such dividend as they may think proper, of the net profits arising from the expenses of said Company, after deducting the necessary current and probable contingent expenses; and they shall divide the same among the proprietors of the stock of said Company, in proper proportions to their respective shares.

To declare dividends.

Works, &c. vested in company.

Sec. 10. *And be it further Enacted*, That the said road, with all works, improvements, and machinery of transportation used on said road, are hereby vested in the Company and their successors, for fifty years, who shall have the same right to sue and recover for any trespass or injury done to the same, as is provided, by law, for individuals in like cases.

Lateral roads authorized.

Sec. 11. *And be it further Enacted*, That the President and Directors, for and in behalf of said Company, shall have power, after the completion of the said road from Tusculumbia to Decatur, to make such extensions and lateral railroads as to them may seem expedient; and shall extend and branch when application shall be made to them for that purpose, and a sufficient amount of stock subscribed and paid in, to make any such extension or lateral roads, as desired to be made; and the person or persons, body politic or corporate, so applying, shall have the same powers and privileges of original stockholders: *Provided*, that none of said lateral railroads or branches of said road, as established by this Act, shall extend beyond the limits of the Counties lying on the Tennessee River.

Privileges to persons applying.

Fees.

Toll.

Sec. 12. *And be it further Enacted*, That, after the completion of said work, or any part thereof, the said President and Directors may lay and collect toll from all persons, property, merchandise, or other commodities, transported thereon: *Provided*, the toll shall never amount to more than two-

Fees.

ty-five per centum per annum upon the amount invested in said work.

Approved: January 13, 1852.

AN ACT

To amend the Charter of the Tuscumbia, Courtland, and Decatur Rail-Road Company.

Section 1. *Be it Enacted, by the Senate and House of Representatives of the State of Alabama, in General Assembly convened,* That when any person or persons, owning land which may be required for the location of the Tuscumbia, Courtland, and Decatur Rail-Road, shall refuse to receive the damages assessed against the Company by a jury summoned for that purpose, the Company, on tendering the money to the person in whose favor the damages are given, or depositing the same in the Office of the Clerk of the Circuit Court, for the benefit of such person or persons, of the County in which said land may be, shall be authorized to proceed with the work, without any delay or hindrance.

Work not to be hindered by person refusing to accept of damages assessed.

Sec. 2. *And be it further Enacted,* That whenever a jury shall assess damages against said Company, from which no appeal is taken by either party within ten days thereafter, the Sheriff shall, on the application of the person or persons in whose favor the damages are assessed, return the inquisition to the Clerk of the Circuit Court of the County in which the land, timber, stone, or gravel, so condemned to the use of the Company, may be, which shall have the force and effect of a judgment, upon which execution may issue against the estate of said Company for the amount of said judgment and costs, to be levied by the Sheriff as in executions on other judgments; and if the party whose land, timber, stone, or gravel, is thus condemned, shall appeal, and not recover greater damages than were assessed by the jury in the first instance, then he, she, or they shall pay the costs of said appeal.

Proceedings on inquisition of damages.

Sec. 3. *And be it further Enacted,* That the notes, bonds, or obligations of the Company, signed by the President or any authorized Agent of the Com-

Seal of the Corporation not necessary to the validity of bonds.

pany, shall be binding upon the Company, without the seal of the corporation being affixed thereto.

State may purchase the works &c.

Sec. 4. *And be it further Enacted, That, at the expiration of fifty years from and after the date of the Charter of said Company, and at each subsequent term of ten years, the State shall be authorized to take all of said works, cars, and estate of every description whatever, belonging to said Company, at the then par value of the stock of said Company, if the State of Alabama should elect so to do; but if the State shall not, within one year after the expiration of any term of ten years, take said works, then the Charter of said Company shall be continued for a subsequent term of ten years, and so on from term to term of ten years.*

Sec. 5. *And be it further Enacted, That all laws and parts of laws, contravening the provisions of this Act, be, and the same are hereby, repealed.*

Approved: November 10, 1832.

AN ACT

Supplemental to an Act incorporating the Tusculum, Courtland, and Decatur Rail-Road Company.

Charter not to be forfeited for the part completed.

Section 1. *Be it Enacted, by the Senate and House of Representatives of the State of Alabama, in General Assembly convened, That, should the Tusculum, Courtland, and Decatur Rail-Road Company not be enabled to complete said road within the time prescribed by their Charter, but should complete a part, and have and keep the same in useful operation, they shall not forfeit their Charter for the part so completed and kept in operation, but shall have the same continued to them for the part so finished and kept in repair.*

Company may branch the road.

Sec. 2. *And be it further Enacted, That said Company, if they think proper, shall have the power to branch said Rail-Road before the whole shall be finished, to any point they may deem useful for the getting of stone, timber, or other material; but shall not be compelled to branch the same, unless a majority of two-thirds of the Stockholders shall determine that such is useful and for the benefit of the Stockholders: Provided, said Company shall not have power, by this Act, to condemn lands for ma-*

Exhibit.

king any of the branches herein authorized; nor shall said Company ever charge toll upon any of them; and said Company shall continue said work to Decatur, with as little delay as may be practicable; *And provided, further,* that this Act shall not be so construed as to deprive any individual of rights to which they were entitled before the passage thereof; *And provided, further,* that no branch of said Rail-Road shall be extended to the Tennessee River at any point below Decatur, until the main stem of said road shall be completed, as contemplated in the original Charter, or within ten years from the commencement of said work.

Approved: December 21, 1832.

AN ACT

To amend an Act entitled "An Act to incorporate the Tuscumbia, Courtland, and Decatur Rail-Road Company," and for other purposes.

Section 1. *Be it Enacted, by the Senate and House of Representatives of the State of Alabama, in General Assembly convened,* That, should the President and Directors of the Tuscumbia, Courtland, and Decatur Rail-Road Company, or a majority of them, be unable to agree with the proprietors for the purchase and legal conveyance of such quantity of ground, not exceeding two acres, on the upper end of said Rail-Road, where the same shall strike the Tennessee River, in the town of Decatur, and at such other points immediately on the line of the said road, not to exceed six places, and not more than two acres at any one place, as may, by said President and Directors, be deemed indispensable for ware-houses and other convenient or necessary buildings, or should the owners of such ground be infants, non-residents, or persons non compos mentis, or laboring under any other legal disability to contract, or should the said owners be unknown, then, and in either of the said cases, it shall be lawful for the said President and Directors, or a majority of them, to apply, under the provisions of the Act which this is intended to amend, for, and obtain, a writ of *ad quod damnum*, under which writ, such proceedings shall be had, for the

Further provis-

Writ of ad quod
damnum.

valuation and condemnation, to the use of the said President and Directors, of the aforesaid ground, as are prescribed in the before recited Act, and under such rules and regulations as are now established by law, saving to the parties aggrieved, in all cases, the right to appeal, as provided in the fifth section of said Act.

How damages to be paid.

Sec. 2. *And be it further Enacted*, That upon the condemnation of the ground or land as aforesaid, if the owner or owners thereof or any part thereof should be infants, or persons non compos mentis, or not residents in the State of Alabama, or unknown, then the damages assessed shall be paid over to the legal representatives of such persons; or if there be no such legal representatives, or they be unknown, then the payment of the damages shall be made to such person or persons as the Judge of the County Court of Morgan County shall direct; the said Judge first requiring the persons to whom the money is directed to be paid, to enter into bond, with sufficient security, in the penalty of double the amount so paid over, conditioned that he or they will faithfully account for and pay over the amount by them received, to the person or persons legally entitled to the same, whenever a demand thereof may be lawfully made.

How stock shall be sold on default of payment

Sec. 3. *And be it further Enacted*, That the President and Directors of the said Rail-Road Company shall have power, on failure of any stockholder to pay any instalment or amount in pursuance of any call which has heretofore been or hereafter may be made by them, or the Stockholders of said Company, to sell the stock of any such defaulting stockholder, or so much as may be sufficient to pay the sum for which he may be in arrears, at public sale, at such public place as they may appoint, for the best price, in cash, that can be obtained, after having given at least sixty days' notice thereof, by advertising such intended sale, in some newspaper printed in the Tennessee valley; and the stock, so sold, shall be deemed personal property, and the purchaser thereof shall receive a certificate of purchase from the President and Directors of the said Company, and acquire all the rights of the original stockholder; and the excess of such sale, after paying all arrearages due on such stock, shall be paid to such defaulting stockholder or his representatives.

Stock considered personal property.

Sec. 4. *And be it further Enacted*, That the proviso at the end of the fourth section of an Act entitled "An Act to incorporate the Daketown, Woodville, and Greensborough Rail-Road Company," approved December the 27th, 1834, be, and the same is hereby, repealed; and hereafter it shall be lawful for the President and Directors of said Company to sell the stock of any stockholder, as provided for by the said fourth section, at public auction, for what it will bring, on giving ten days' public notice of the time and place of sale; and the said stockholder or stockholders shall be liable to the said President and Directors for whatever difference there shall be on such sale between the price or sum for which the said stock shall be sold under its par value.

How stock shall be sold.

Approved: January 11, 1834.

AN ACT

To alter and amend the Charter of the Tuscumbia, Courtland, and Decatur Rail-Road Company, and for other purposes.

Section 1. *Be it Enacted, by the Senate and House of Representatives of the State of Alabama, in General Assembly convened*, That, from and after the passage of this Act, five members of the Board of President and Directors of the Tuscumbia, Courtland, and Decatur Rail-Road Company, shall be a quorum for the transaction of business.

Five members to constitute a quorum.

Sec. 2. *And be it further Enacted*, That the Annual Meetings of the Stockholders of said Company shall hereafter take place on the second Monday in May in each and every year, for the purpose of electing the Directors of said Company, and receiving the Annual Report of the preceding year.

Annual Meetings of the Stockholders.

Sec. 3. *And be it further Enacted*, That the time for commencing the Moulton Rail-Road be, and the same is hereby, extended to the term of two years from and after the passage of this Act; provided, that the President and Directors of said Rail-Road Company shall permit the Mobile and Tennessee Rail-Road Company to run upon the same ground occupied by the Moulton Rail-Road, or to

Time extended.

Provided,

cross the same, if the President and Directors of
said Mobile and Tennessee Rail-Road Company
think proper to do so.

Approved: January 24th, 1853.

Since the Tuscumbia Rail Road Company and the Tuscumbia, Courtland, and Decatur Railroad Company were incorporated under separate Acts by the State of Alabama, it was only through the 1832-1843 Minute Book of the TC&D Railroad that information was obtained as to what happened to the Tuscumbia Rail Road Company and its properties after the incorporation of the TC&D Railroad. Today the Minute Book is the property of the Norfolk Southern Railway in Norfolk, Virginia and is located in their archives. Since the archives are not open to the public, many consultations were necessary to convince representatives of Norfolk Southern that the history of the TC&D Railroad would not be complete without accessing the information in the Minute Book. It is with utmost appreciation to Joe Carpenter of the Norfolk Southern Legal Department and Kyle Davis, corporate archivist with Norfolk Southern, that our project was able to access the Minute Book and answer the question of what happened to the Tuscumbia Rail Road Company after the formation of the TC&D Railroad. During a TC&D Board of Directors meeting in March 1832, Micajah Tarver, a board member of the TC&D Railroad, as well as president of the Tuscumbia Rail Road Company “offered propositions from the Tuscumbia Rail Road Company to sell or transfer their interests.” The following is an excerpt from the Minute Book concerning these propositions.

Proposals from the Tuscumbia Rail Road Company to transfer their interest to the Tuscumbia Courtland & Decatur Rail Road Company. First the first company offer to the latter company the exclusive privilege of using the first Road and receiving the proffits of tolls and transportation of passengers or property carried on said Road for the term of Nine thousand nine hundred and ninety nine years. Secondly to transfer the certificates of two quarter section of land belonging to the first company being the No. East and No. West of Section five Township 4 and Range 11 west upon which there is about two hundred and fifty acres in cultivation and in good repair a good brick dwelling House improved land renting the present year for two dollars per acre. The land was purchased from the University of Alabama at seventeen dollars per acre, half of the principal of both tracts has been paid and all the interest bonds on the 1st name quarter section and from interest bonds on the latter has also been paid. The Tuscumbia Rail Road Company purchased the above land with the incumbrances and bound themselves to pay to Joel W. Winston three thousand nine hundred and seven dollar and two cents in three installments without interest, the first became due the first of January last and was punctually paid, the remaining installments to fall due 1st January 1833 and 1834. The Tuscumbia Company have ordered in two cars, one for Burthen and the other for passengers. They are now on the way and cost not accurately known. They have purchased a set of instruments which costs \$105 dollars, all of which they will transfer at cost. In consideration of all of which the Tuscumbia Company will expect to be refunded the amount of money expended on the following manner to wit. All those who have stock in the Tuscumbia Courtland and Decatur R. Road company shall be credited in their stock as calc are made with the amount they have paid the Tuscumbia Company receiving interest from the time the money was paid until the whole shall be exhausted by the calls of the Tuscumbia Courtland & Decatur Rail Road Company. The Tuscumbia Rail Road Company will also expect the Tuscumbia Courtland & Decatur Rail Road Company to meet the payments to fall due for the land and also for the work now due under contract. (Signed) M. Tarver “atto”

On motion it was resolved that the aforesaid proposition of the Tuscumbia Rail Road Company be accepted & that the secretary of the Board be appointed on the part of this

Board to close the contract in pursuance hereof (Journal of Proceedings of Tuscumbia, Courtland, & Decatur R. R. Co.[Minute Book], 1832-1843: 6-7).

According to the proposition and resolution stated above, the TC&D Railroad Company would take over the property and financial matters of the Tuscumbia Rail Road Company. Although it was the end of the Tuscumbia Rail Road Company in name, absorption of this first railroad provided a substantial beginning for the TC&D Railroad.

On Monday, May 15, 1832, the TC&D Railroad Board met in Courtland and made the following motion:

On motion it was resolved that a committee of two be appointed to close (with such alterations as they may think advisable) the contract with the Tuscumbia Rail Road Company for the purpose of uniting the two companies on just and equitable terms and that they meet in the Town of Tuscumbia on Tuesday next for that purpose & may continue from day to day until completed (Minute Book 1832-1843: 21).

With access to Tuscumbia Landing given to the TC&D Railroad by uniting with the Tuscumbia Rail Road Company, the stage was set to move forward quickly and complete the rails for the 43-mile distance to Decatur, making it possible to transport large amounts of products from the Upper Tennessee River and plantations on the south side of the river. At last the rocks and bars in the swirling rapids of the Muscles Shoals would no longer hamper the flow of goods from the upper parts of the Tennessee Valley, and would provide a new transportation system for the valley south of shoals.

TC&D Railroad Board of Directors and Staff

The Third and Fourth Annual Reports of the Officers of the Tuscumbia, Courtland & Decatur Rail-Road Company summarizes the members of the Board of Directors, the dates they were elected, the company's personnel for the construction of the railroad to Decatur, and agents for overseeing transportation operations. It is compiled as follows:

On the 1st Monday in March 1832, a general meeting of the stockholders was convened at Courtland, to whom was submitted the results obtained by the surveys, as far as actually made; and an approximate estimate presented by the engineer, of the cost of the whole Road. At this meeting, a board of Directors was chosen, in pursuance of the charter, to serve for one year,--viz: **Benj. Sherrod, President, H. W. Rhodes, J. T. Sykes, Thos. Coopwod, P. G. Godley, D. S. Goodloe, M. Tarver, B. Merrill, Joseph Trotter, W. H. Whitaker, Peter W. Taylor, Wm. Leetch, and Sterling R. Cockrill, Directors; David Hubbard** was appointed Secretary, and in April following **Jack Shackelford** was appointed Treasurer of the Company.

In May 1832, the graduation as far as Leighton, 10 1-3 miles, was put under contract, and in July, the construction for the same space was let. In October of the same year, the remaining space to the town of Courtland, (both grading and construction) was let to contract; and in January 1834, (and soon thereafter,) the whole of the space between Courtland and Decatur was let out to contract, embracing the grading and construction of the Road.

The Road was completed and opened as far as Leighton, on the 20th day of August 1833, to Courtland, on the 4th of July 1834, and to Decatur on the 15th December 1834.

At the second annual election, held at Courtland, on the 1st Monday in March 1833, the following gentlemen were constituted a board for one year from thence, viz:--**Benj.**

Sherrod, President, **D. Hubbard**, **P. W. Tayler**, **D. S. Goodloe**, **M. Tarver**, **James Fennel**, **H. W. Rhodes**, **Jas. T. Sykes**, **W. Leetch**, **Jas. B. Wallace**, **B. Merrill**, **John L. McRae**, and **James Elliot**, *Directors*: **Jack Shackelford** was continued as Treasurer, and **D. G. Ligon** was appointed Secretary.

At the third annual election, held on the 1st Monday in March 1834, the following gentlemen composed the board to serve for one year,--viz: **Benj. Sherrod**, *President*, **M. Tarver**, **James T. Sykes**, **D. S. Goodloe**, **H. W. Rhodes**, **James Fennel**, **James B. Wallace**, **James Elliot**, **B. Merrill**, **Birt Harrington**, **D. Hubbard**, **John L. McRae**, and **John Gregg**, *Directors*. **James Elliot** was appointed General Superintendent and Treasurer, and **Jack Shackelford** was appointed Secretary.

At the fourth annual election, held on the 1st Monday in March 1835, the following gentlemen were chosen, to serve for one year, and until their successors should be qualified, viz:--**Benj. Sherrod**, *President*, **D. Hubbard**, **M. Tarver**, **Jack Shckelford**, **D. S. Goodloe**, **B. Merrill**, **Jas T. Sykes**, **H. W. Rhodes**, **James Fennel**, **John Gregg**, **Jas. B. Wallace**, **Jas. Elliot**, and **John L. McRae** *Directors*; **Simon Jeffries** was appointed Secretary: **James Elliot** was continued the Treasurer of the Company. The duties of General Superintendent, were annexed to that of the Engineer. In April 1836, Mr. Elliot resigned the office of Treasurer, and **D. Deshler** was appointed Treasurer of the Company.

The Engineer Department, was constituted as follows,--viz:

David Deshler, Chief Engineer from the commencement of the project to date.

F. H. Petrie was employed as Surveyor and draftsman from some time in February 1832, to May of the same year.

John Taylor was employed as Assistant Engineer in May 1832, and continued in the service of the Company to the completion of the road.

Franklin Crawford was employed as surveyor, for several months in the fall of 1832, and again in the same capacity, during the fall and winter of 1833, and 1834; and from the 1st of February 1834, to the completion of the Road, he was employed as assistant engineer.

John Wilson was employed as assistant Engineer, from the 18th April 1834, to the completion of the Road.

In October 1832, **Thomas Limrick** was appointed General Agent of the company, to superintend the receiving and forwarding of goods and produce, at the Tuscumbia landing, and in the town of Tuscumbia, and to the current business upon the Road; which situation he has filled up to this date.

James Fennel was appointed the agent of the Company at Decatur, and has filled that station, from the date of the opening the Road to the present time.

(Dated) August 1st, 1836 (Third and Fourth Annual Reports 1836: 26-27).

Two names that appear constantly in Tuscumbia, Courtland, & Decatur Railroad records as central figures in the organization and operations of the railroad from the very beginning to the end of the company's existence are that of David Deshler and Benjamin Sherrod. Both men were crucial in the development and organization of the railroad. Without their involvement, the TC&D Railroad probably would have never been constructed or developed as a foundation for our modern-day railroad system in the southeastern United States.

David Deshler

Deshler was, perhaps, the most important figure from the very first inception of an idea to build a railroad to circumvent the shoals. In 1830 Deshler was on the Board of Directors for the Tuscumbia Rail Road Company. Beginning in 1832 he would devote 15 years to the Tuscumbia, Courtland, & Decatur Rail Road. Patterson (1956) wrote that David Deshler, a civil engineer, who moved from Philadelphia, Pennsylvania to Tuscumbia in 1825, deserves to rank with other great early Alabama railroad engineers (Patterson 1956: 38). When compared to Benjamin Sherrod, David Deshler played an entirely different role as Engineer and General Superintendent of the TC&D Railroad and from time to time as Treasurer of the Board of Directors.

Of all the names listed in the TC&D Railroad records, David Deshler stands above all others as the most prolific writer. His reports submitted to the TC&D Railroad Board of Directors and the American Railroad Journal detailing the construction and costs of the railroad track and its associated structures are extraordinarily detailed. On March 4, 1833 he submitted his first annual report to the Board of Directors, in which he detailed the operations in the Engineer's Department for the past year and included his general observations for the future. The report gives explicit details pertaining to the survey of the route (22.834 miles) from Main Street in Tuscumbia to the east bank of Big Nance Creek, near the town of Courtland. The report showed the progress of the grading of the ground to prepare for the laying of the railroad tracks. Contracts for the bridges over Town Creek (429 feet) and Big Nance (115.5 feet) had been let. The costs of graduation, bridging, and masonry from Tuscumbia to the east bank of Big Nance Creek are given below:

22.834 miles, viz: 180.708 cubic Yards of excavation and embankment	\$19,725.10
Grubbing and masonry	2,063.50
Bridges over Town Creek & Big Nance	2,830.00
Masonry for abutments	<u>425.00</u>
	\$25,043.60

Average per mile \$1,096.76 $\frac{3}{4}$

The work had not progressed far, when the contractors began to be impeded by land proprietors, at different points along the line, and it became necessary for them to shift from place to place, in order to keep what force they happened to have on hand at work.

According to the report difficulties occurred with the contract for the sleepers and string pieces. The Board appointed a committee of three (included Deshler) to make other contracts. The sleepers came in good time but the string pieces were delayed due to a difficulty in getting the proper quality of timber, and the extra skill required in preparing the string pieces. From the Inspector's report, there had been delivered the following:

Cedar Sleepers	12,159
Mulberry	<u>233</u>
	12,392 sleepers

Cedar String pieces	17,356 feet
Oak String pieces	25,644 feet
Poplar String pieces	3,860 feet
Mixed parcels	<u>4,516 feet</u>
	51,376 strings

There are about 10,000 feet of string timber and about 1000 sleepers upon the line not yet inspected, which when added, will make the quantity of 61,376 feet of strings, and 13,392 sleepers; which shows a deficiency at this time, between this and the county line, in strings of 47,744 feet, and of sleepers, of 248.....About 5000 bars of railroad iron have been received, which will be sufficient to lay the rails for about 6 $\frac{3}{4}$ miles, and like quantity is daily expected.....On the 16th day of July last (1832), the following proposals were acceded to by our Board for the construction of the Railroad from Tuscumbia to the county line, viz; Thomas Aldridge, Jr. & Co., for laying down the timbers, iron, & (not legible) for the first section of two miles, at \$1.85 per rod run; section No. 2, at \$1.90 and section 3, \$1.95, and for the filling in the earth between the sting pieces ready to receive the gravel for the horse path, and for the covering the ends of the sleepers outside of the strings, at the rate of 20 cents per rod, making an average of \$2.10 per rod for the work stipulated to be done. Messrs Warren and Davis have undertaken the same description of work, upon sections 4, 5, and part of 6, at the rate of \$2.19 per rod.

The report then itemized the cost of iron for rails, spikes, joint plates, ditching, turn-outs, sleepers, string pieces, construction of railroad bed, filling of horse path and covering end of sleepers. In summary the total cost of the railroad bed from Main Street in Tuscumbia to the county line would be \$40,105.09 and to the east bank of Big Nance (near Courtland) would be \$92,813.49.

The status of the "Tuscumbia Railway," which was absorbed as a part of the TC&D Railroad Company in May 1832, is included in this report:

This work extends from Main street, in Tuscumbia, (and is there connected with the Tuscumbia, Courtland and Decatur Railroad) to the Depot, at the Tennessee River, a distance about 2 and 1/10 miles. The construction of this road was completed about the first of June last, at the aggregate cost of \$9,500.00, being \$4,523.85 per mile, including the building of a viaduct over a ravine from 12 to 36 feet high and 274 feet long. Here it is seen that the actual cost of this work exceeds the estimated cost of the road above this per mile, by \$540.85; but when it is considered that the ground is very rugged, compared with what is generally through the valley, and that many extraordinary difficulties have to be encountered in the outset, in an enterprise of this character, it is rather to be wondered that it did not cost more.

Since the completion of the road in June last (1832), a pleasure car has been plying between town and the river. A lumber car was also put upon it at the same time, and within a month there have been two other lumber cars received, and are now in use. As to the business and proceeds of this section of the road, I have no accurate information; but the Agent of the Company will no doubt make the necessary exhibits in due time.

The gravelling of the horsepath upon this road has been principally accomplished, at a cost of about \$128.00 per mile. A certificate upon the Treasurer on account of this work has been granted for \$59.60. The balance say \$211, will be due when the work is finished and a final estimate given.

A cotton shed and car house have been erected in town, at a cost of \$535.33, of which there has been paid \$333, the balance is due on demand.

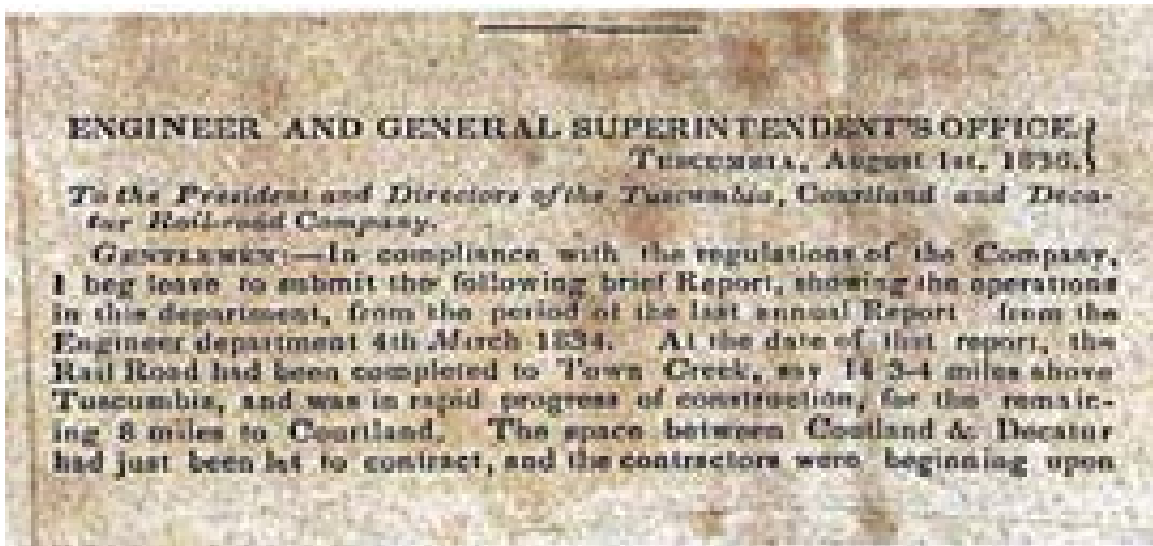
An order has been sent, with the funds, in accordance with an order from your Board, for two sets of car wheels, &c to be procured at Baltimore; another pleasure car has been engaged to be built by Mr. Williams, of this place, which is nearly finished. Pattern for turn-out castings have been sent to the Russel's Valley iron works, with an order for four sets to be immediately furnished. An order has also been given for eight wrought iron switches to be sent from Napier's iron works in Tennessee.

When we look at the immense quantity of cotton produced in the Tennessee Valley alone, and the necessary amount of supplies that must be carried to the inhabitants annually, and the certainty that East Tennessee will avail herself of this channel, both to send off her surplus products and to introduce her supplies, it is at once evident that the business upon the road must be very great. The seven counties in the Valley produce between 80 and 90,000 bales of cotton, viz; Franklin, 10000; Lauderdale, 8000; Lawrence, 15000; Morgan, 12000; Limestone, 14000; Madison, 22000, and Jackson, 6000; making 87000 bales...\$109,582.50 profit upon \$200,000 capital, is equal to 54 $\frac{3}{4}$ per cent. Passengers (rates) will pay the expense of conveyance and keep the road in repair.....fare being charged at four cents per mile, it will require 9 $\frac{1}{2}$ passengers daily to travel the whole distance in each direction.....To accomplish the above assumed transit by locomotives, at least three of those machines would be required, making two trips, or 90 miles per day each, from the first of December to the first of May; during the remainder of the year much less power would be necessary.

Deshler even proposed a plan to freight cotton from the north side of the river, Gunter's Landing, or wherever freight could be collected by building a boat that would carry a certain number of railroad cars. These cars could be received or discharged by the boat's own power (*American Railroad Journal* 1833: Vol. 2, No. 30)

Deshler submitted a long letter to the *American Railroad Journal*, which was published on October 4, 1834. He corrected information about the TC&D Railroad, which had been published on July 26th, 1834 in the journal. Interestingly he stated in his letter that the locomotive received from Liverpool had at "divers times attained a velocity of 40 miles an hour" with a light load.

Another extensive report was written by David Deshler on August 1st, 1836 (*Third and Fourth Annual Reports of the Officers of the Tuscumbia, Courtland & Decatur Rail-Road Company*). The following pages are digital images of Deshler's report (Marty King and courtesy of Billups-Garth Archives, Columbus-Lowndes Public Library, Columbus, Mississippi).



the work. By 4th July the road was completed, and opened as far as Courtland. And on the 15th December of the same year, [1834] the work was accomplished to the Town of Decatur, and the Locomotive, with her train of Cars, passed through the whole extent of the road for the first time. Thus it will be seen that 33 1/4 miles of the road were accomplished in a little over 9 months.

Before the road was quite completed, business began to accumulate. In anticipation of that event large quantities of Merchandise, destined for the upper Tennessee, had been sent to Courtland, to remain until a through transit should be afforded. But unfortunately for the Community as well as the Company we had been disappointed in the receipt of Cars as well as Locomotives. Two Locomotive Engines had been purchased, at the North, to be delivered to us early in the season. One of which was received in February, 1835, without tender-car or tank, both of which however were supplied, after some loss of time, at our own works; but when the Engine came to be put on the road it was found not to answer the purpose, being deficient in almost every important respect. This Engine had been purchased second handed from the Philadelphia, Germantown and Norristown Rail Road Company—an article which they had tried to their own satisfaction, and were no doubt, pleased at the opportunity of disposing of it. The other Engine did not arrive until about the 1st of June—this Engine was made at the West Point Foundry New York, and had the appearance of a good article, and indeed performed well for a few weeks—but owing to a defect in the castings of the cylinders, as well as a bad arrangement in the slides that carry the crossheads, one of the cylinders gave way on the 15th day of June, immediately under the exhaust passage, bursting open nearly its whole length; the metal in that part being only about an eighth of an inch in thickness. The Engine of course was perfectly useless until new cylinders could be procured. Not being prepared with tools at our own works to remedy this difficulty, I wrote to Mr. Kemble, the manager of the West Point Foundry, advising him of the deficiency of the Engine, and requesting that he would, with all practicable despatch, make a new pair of cylinders, as well as slides, and forward them to us. He has promised to do. We waited on his promise till quite late in the fall, say Oct. or November, expecting daily to hear of the anxiously looked for articles; till at last despairing of any further news from the West Point Foundry, we set to work at our own shops and accomplished the job, so that said Engine has been in service since sometime in January last, and answers a good purpose. From the West Point Foundry we have not even to this day heard a word of excuse or apology for the treatment given us.

Our Car establishment was also extremely limited at the period of opening the road, amounting to but about 15 lumber, and 3 pleasure cars, instead of from 50 to 75, the number required.

Owing to these various disappointments in regard to Motive power, we were compelled to resort to the only alternative left to us, horses, to do the business. And in the use of this kind of Power the want of cars was much more sensibly felt than it would have been with

Engines, owing to the limited speed of horses, besides this the Rail Road having been just completed at the winter and bad weather set in, and the horse path not being gravelled, the pathway soon became almost impassable for horses. In consequence, it was entirely beyond our means to perform the transportation that was offered to us during the winter of 1834 and '35, and a large portion of the business had to seek another channel. This was not all, it affected very materially our business for the succeeding year. The community who had been disposed to patronize us from the first, not aware of the true causes producing the inability of the Company to perform what had so confidently been expected from them, became soured in their feelings towards the Rail Road, and determined not to encourage the Company any further, until it should prove itself fully adequate to the transportation of all the freight that should be offered. By about the 1st July 1835 the number of Cars had been so far augmented that we began to be able to keep up with the business, every exertion was continued to be made, to increase the number of Cars, and at the same time two new Locomotive Engines were ordered, one from M. W. Baldwin of Philadelphia and the other from Liverpool. The former was placed upon the road about the 1st of June last, but the latter has not yet arrived, owing as we understand to the great number of orders on hand before hers. It is however a gratifying fact to state, that since about the 1st July 1835 we have had the capacity to accomplish the business that was offered, although at an immense expense, owing to the mixture of motive power, used upon the road. From the period last above mentioned up to this date I presume about 1/3 to 1/2 of the business was done by horses, and the remainder by Locomotives, to wit: One small Engine, the "Fulton," the "Comet," since January last, and the "Triumph," since about the 1st of June. Since the latter Engine was placed on the road no horse power has been used in transportation between Tusculum and Decatur. I say we were able to do the business that was offered, and I confidently believe we had the capacity to do double the amount that was presented since October or November last, and our car establishment having been constantly augmenting, we feel perfectly assured, that although the business, the ensuing year, is expected to be fully double what it was the last 12 months, yet we shall be enabled without difficulty to give it despatch.

The following statement will exhibit the investments of the Company—

Cost of Rail-Road,	\$113,500 49
Property at Tusculum Landing,	41,067 03
Rail-Road works at Tusculum,	6,929 72
Property at Tusculum	9,687 87
Property at Leights,	2,322 90
Property at Jonesborough,	615 18
Property at Courtland,	3,300 82
Property at Hillsborough,	707 17
Property at Fessell's turnout,	215 69
Property at Decatur,	30,126 75

Locomotives,	36,189 71
Horses,	4,810 00
Cars,	21,876 00
Negroes,	9,575 00
Instruments,	394 26
Real Estate,	1,683 34
Rail Road Iron, on hand,	183 78
Rail Road Timber, on hand,	282 82
Lumber,	634 91
Office Furniture,	346 07
Movable property,	2,304 59
Harrows,	532 00
Stone Coal,	7,875 51
Stock on hand, in Smith shop and Foundry,	27,343 16
Stock on hand, in Car shop,	2,705 38
Castings on hand,	1,167 14
Proxender on hand,	491 21
Fuel on hand,	434 00
Lubricant on hand,	610 25
Provision on hand,	626 62
Clothing on hand,	466 09
Total,	\$428,891 71

The cost of the Rail-Road is composed of the following items—viz:

Timber Account,	\$48,394 89
Iron,	38,450 39
Graduation,	42,372 68
Construction,	29,406 12
Right of Way,	11,190 45
Masonry,	3,549 77
Bridging,	4,523 75
Grubbing and chopping,	3,242 22
Ditching,	655 41
Extra work,	2,362 06
Turnouts,	1,003 23
House path,	4,390 33
General incidental expenses,	3,566 47
Improvements since the road was opened, including several turnouts, the inclined plane at Decatur, &c. &c.,	9,538 49
Engineering account,	15,950 23
Total,	\$218,566 49

Property at Tusculumbia landing consists of 4 acres of land, wharves, warehouses, machinery, office, &c.

Rail-Road Works at Tusculumbia consist of a lot of ground, occupied by Company's shops and foundry.

Property at Tuscumbia consists of several lots of ground, warehouses and offices in Tuscumbia.

Property in Decatur consists of wharves, warehouses, machinery, and all real estate of the company at that point.

Property at Leighton, Jonesborough, Courland, Hillsborough and Fennell's turnout, consists of warehouses, water-stations, stables &c., at these respective places.

Locomotives embrace the locomotive establishment, consisting of four locomotive engines, viz: the "Fulton," "Pennsylvania," "Comet" and "Triumph."

The "Fulton," made by Edw'd. Barry, of Liverpool, stands charged at \$4,915 04. She was first put upon the road about the 1st of June 1834, and has been a useful engine for her class. She is small, weighing only about 5 tons; 8 inch cylinders, and 16 inch stroke, driving wheels 44 feet diameter.

The "Pennsylvania" is the engine (before spoken of) which was bought from the Philadelphia, Germantown and Norristown Rail-Road Company, and stands charged at \$5,880 37. This engine has been of no service on the road, weighs about 9 or 10 tons, and about 3-4 of her weight on the driving wheels, which renders it altogether too heavy for the good of the road; her boiler is also deficient in fire-surface, so that she is not capable of generating a sufficiency of steam. Her cylinders 10 inches diameter, 18 inches stroke, driving wheels 44 feet in diameter. After a trial on the road with this engine, she was taken off and placed along side of the machine shop, where she has been used to this day, to drive the machinery about the works. A common engine is being put up to answer this purpose, and as soon as this is effected, we design taking her to pieces, enlarging the boiler, and putting her on eight wheels, carrying the front part on four small wheels, (two and 1-2 feet diameter,) and using four axles or driving wheels, by means of outside cranks and connections, when this is accomplished, she will without doubt, answer a good purpose, and will be easy on the road.

The "Comet" from the West Point Foundry Association, New York, stands charged at \$7,953 82; weighs about seven and 1-2 or eight tons; 10 inch cylinder, and 20 inches stroke; driving wheels four and 1-2 feet diameter. This engine has been of very little use to the Company, until about the 5th February last, in consequence of the bursting of one of her cylinders, as before described, (in the beginning of this report.) When she was first put on the road she had four wheels of equal diameter, (four and 1-2 feet,) but as she had no connection between the front and fore wheels, the large wheels forward proved to be a disadvantage, and we dispensed with them, and put the forward part of the engine on a truck car with four wheels, 2 feet 6 inches diameter, which causes her to take the curves much better, and is found to answer an excellent purpose. This engine is used as a freight engine, and performs well.

The "Triumph," made by M. W. Baldwin, of Philadelphia, cost \$7,091 65. She was put on the road about the first of June last, and

performs well. This engine is on six wheels; weighs six and 1-2 tons (without water;) 10 1-2 inches cylinder, 16 inch stroke, driving wheels 4 1-2 foot in diameter. She is remarkable for the great simplicity of her gearing, and at the same time, for the strength of all her parts. She has been in active service ever since her arrival, and the cost of repairs charged to her, to this date, only amount to \$11 18. Being placed on six wheels, (and the weight nearly equally divided,) she is very easy on the road, but the want of sufficient adhesion, (in slippy weather,) through her driving wheels is frequently felt, although an apparatus is attached by means of which part of the weight of the tender is brought to bear on the driving wheels. Indeed, the want of adhesion between the driving wheels and the rails, in certain states of the weather, is a deficiency common to all engines, and a plan to obviate this has occupied our attention for some time, and a simple apparatus, which we have in contemplation, is confidently believed, will in a great degree, if not wholly remove this difficulty. The plan proposed is this:—Let a sort of hopper, (to hold a gallon or so,) be arranged just forward of the driving wheels, and above the frame of the engine, from which a tube will be projected downwards to within a small distance of the face of the rail. The hopper being filled with dry sand, will feed through the tube upon the rail. A cock, or regulator will be constructed in the tube to allow the sand to run in such quantities as may be desirable, or shut it off entirely; for want of sand, water may be used—as it is a fact well known, that the adhesion is quite as good with a perfectly wet rail as when perfectly dry.

The account of Real-Estate, embraces such real estate as is not attached to a particular station, in connexion with the road; and consists of the following:—*viz.*

Lot No. 15 and 16 as laid off in the north half of section 9, township 4, range 11, each 20 acres, at \$20 per acre,	\$600 00
Six tracts of land, entered by the Company, 10th December 1833, at Huntsville, being timbered, and situated contiguous to the Rail-Road, between Courtland and Decatur,	600 54
Lands entered at the Land Office at Courtland, about the same time,	175 50
A tract of land above Moulton, containing stone-coal,	50 00
Two acres of land at Deering's turnout, (not improved,)	57 50
	\$1,684 34

Moveable property consists in tools and floating property of all kinds, not attached to a particular station, or property on the road. All the other accounts, comprising the investments of the company, explain themselves.

The receipts of the Company up to this date, as per Agent's reports, amount to \$410,812 72.

Of which amount was received for transportation, from the beginning up to the 1st August 1835,	\$35,656 27
From passengers for same period,	11,493 71
Warehouse commission for do.,	11,723 86
General Commission do. do.,	8,338 88

Total up to 1st August 1835,	\$57,206 70
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From 1st August 1835 up to date—

For Transportation,	\$21,945 66	
From Passengers,	17,045 36	
Warehouse commissions,	2,544 36	
General commissions,	11,870 29	53,105 03
Profits have also been derived from the following sources—viz.		
Smith shop and foundry,	\$3,604 50	
Carriage shop,	2,701 62	
Negro property,	2,503 10	
Real Estate,	2,325 50	
Horse property,	283 25	
Mundries,	1,809 09	14,720 01
Total,		<u>\$125,033 32</u>
The expenses from the beginning of the business upon the road to this date, are as follows—viz.		
Agency expenses,	\$29,321 15	
All other expenses,	65,118 29	104,339 54
Profits,		<u>\$20,003 70</u>

The items in the expense account are as follows—viz.

Horse power up to 1st August 1835,	\$7,053 54	
Locomotive power, do. do.,	6,071 79	
Car establishment do. do.,	6,094 00	
Repairs,	2,983 21	
Paid for 17,321 lbs. cotton burnt December 31st, 1834,	2,266 81	
General expenses,	260 31	
Agency expenses,	21,148 07	
Total up to 1st August 1835,		<u>\$47,006 53</u>
Horse power from 1st Aug. 1835, to date,	14,248 48	
Locomotive power for same period,	6,450 15	
Car establishment do.,	2,380 69	
Unguent account do.,	1,716 33	
General Expenses do.,	6,945 43	
Agency expenses, do.,	18,073 03	
Repairs of the road from beginning to date,	7,382 50	57,552 71
Total expenses to date,		<u>\$104,339 54</u>

A very striking comparison is here presented in the items of Horse power and Locomotives. It is seen that the expense of the former, for the year ending this day, amounts to \$14,248 48, while the expenses of the latter, for the same period, amount to \$6,450 15; and as has been already stated, one half, or two thirds of the business was done by locomotives. It is confidently believed that had the manager of the West Point Foundry made good his promise, (which he ought to have felt bound to do, by much above an ordinary motive,) so that the engine "Comet," could have been put to use in September or October last, it would have made a difference of \$10,000, in the expense of motive power. Horses could have been dispensed with almost entirely. The expense of horse power when brought directly in competition with locomotives, and that under the most favorable circumstances, (to the former,) is much more expensive than the latter. But this difference

is much increased on a line of Rail-Road where there is any fluctuation in the business to be done. Ours is peculiarly of this character; as the freight from below is principally brought up in large boats, it is necessary that we should have the capacity to transport almost the contents of a large steam boat in one single day, whilst there will be but little doing till the next boat arrives. Under such circumstances, the Company being prepared to accomplish the maximum of business, their power is idle during a considerable recess, but the expense, (if the power is by horses,) is constantly the same; whilst with locomotives, the power being provided for the maximum, it costs nothing during the recess, (except the interest on the capital invested,) because the engine being laid up, the engineer who conducts her, takes his place in the shops of the Company and earns his wages there. In short, in the one case, the expense is directly in proportion to the business done, whilst in the other, it is in proportion of the maximum continued for every day in the whole season.

The expenses of the Company up to this time have certainly been very high; and the statement just made is intended to account for a part of this extraordinary expenditure. But this is not the only point in which a reduction is expected to be obtained. Heretofore, and until quite lately, the labor required in loading and despatching goods from the Depot at the Tusculum Landing, has been about double of what it is hoped to be in future. Great improvements have been made at that Depot, to facilitating the loading and changing of cars, by means of cranes, turn-rounds, &c.

The inclined plane at Decatur was not completed until last spring; so that all the freights for up the river had to be transferred by means of wagons and drays, from the base of the inclined plane to the landing at the river. All these difficulties being now obviated, we ought to expect to bring our expenses down to their lowest term during the ensuing year.

It has been before stated that the up freight upon the road is likely to be double what it was the past year. This I presume to be a fair calculation; and if an average crop of cotton shall be produced in the Tennessee Valley, the descending freight will be double or treble of what it was the past season; and the passenger account I feel safe in saying will be increased from 25 to 50 per cent. These are flattering prospects ahead, and I confidently believe they will be realized; and henceforth the stockholders may expect to receive at least fair, if not large dividends.

Very respectfully submitted.

DAVID DESHLER,
Engineer and Gen. Superintendent T. C. and D. R. R.

RAIL ROAD TREASURER'S OFFICE }

Tusculum, August 1st, 1836 }

To the President and Directors of the Tusculum, Courtland and Decatur Rail Road Company.

GENTLEMEN — The following Report will exhibit the situation of this department and the transactions that have transpired from the time of my appointment (11th April, 1836) to this day.

In pursuance of resolutions of your Board, exertions have been con-

tially making to get the old balances on stock liquidated; for this purpose, I obtained the services in part, of Mr. Walter Simpson, who proceeded upon that business, under written instructions, [a copy of which is appended to this report, marked No. 1.] He visited nearly every stockholder, who was accessible at the time; & succeeded in closing many of the accounts; but still a long list, amounting to a large sum of money, is standing open, which from one cause or other, could not, up to this date, be brought to a close. This business will continue to occupy my attention until all these accounts are closed. A list of stockholders is appended, marked No. 2, exhibiting the number of shares held by each in detail, and the balance due from the same.

From this list, it also appears that the total original stock amounts to 3083 shares, equal \$308,300. Of which 258 shares have been transferred to the Company.

Of the 1,500 shares of the additional stock created in June last 1,155 shares have been subscribed, & secured [excepting \$7,500] in the way proposed by the resolution of your Board. 345 shares remain to be subscribed when this shall have been done the total capital stock in the Company will amount to 4,583 shares, equal \$458,300.

An account current, showing the receipts and disbursements in this department is annexed, marked No. 3, by which it appears that the receipts from various sources have amounted to \$407,296 76 cts. and the disbursements, to date, amount to \$104,216 83 leaving a balance of cash in the Treasury on this day, of \$43,120 50.

A General list of balances is also annexed as taken from the books of this department. All of which is very respectfully submitted.

DAVID DESHLER, Treasurer,
of the Tennessee, Clarified and Decatur Rail Road Company.

Benjamin Sherrod

The following pages are a biographical sketch of Ben Sherrod, President of the TC&D Railroad, in order to more fully explain how he became involved with the TC&D Railroad and how he kept the railroad alive financially over the years until in 1847 it went into bankruptcy, the same year of his death. Included are three court cases, of which two were heard in the Supreme Court of Alabama and a 161-page court case heard in the Circuit Court of Lowndes County, Mississippi. These court cases vividly describe the financial condition of the TC&D Railroad and Sherrod's involvement.

Benjamin Sherrod was born in Halifax County, North Carolina on January 16, 1777. Due to the death of both of his parents, his father dying before he was born and his mother shortly thereafter, he was raised by a family member (some publications state his grandfather, others state his uncle) on his maternal side. He was educated in Chapel Hill, North Carolina after which he moved to Washington, Georgia. He served in the War of 1812 (where he became a colonel) as a contractor for the army in the commissary department (The Moulton Advertiser, June 27, 1996). After the death of his first wife, he moved to Lawrence County, Alabama in the Tennessee Valley in 1818. Some biographers state he emigrated in 1821, but others state that 1821 is the date of his second

marriage after moving to Alabama. One writer stated that his age was 32 when he moved to Alabama, but given the date of birth as 1777 and his emigration to Alabama as 1818 or 1821, he would have been in his early 40s. Sherrod settled about four miles north of Courtland and established a plantation he named “Cotton Garden,” located on Spring Creek (not to be confused with the Spring Creek that flows in the Tennessee River at Tuscumbia Landing). Owen (1921) stated that Sherrod’s “plows moved abreast like a company of cavalry in a charge. The foreman with a mule of average speed set the gait, the fast mules being kept back and the slow ones speeded up.” He was a man ahead of his time in the practice of agriculture. He practiced crop rotation, the planting of clover for nitrogen replacement, and “was almost the sole ‘scientific’ farmer in the Valley.” He was said to have owned 700 slaves (Deshler deposition 1845 *Sherrod vs. Rhodes*; Owen 1921: 1547; Patterson 1956: 33; Knox: 5-16-65 newspaper article; Cline 1997: 12; Carlton 2002: 2). Interestingly he wrote a long list of their names in his will.

In a partnership with John Hickman, he became part owner in another plantation, Pond Spring (named for the spring located on the site), now known as the Wheeler Plantation (due to the later ownership of Joe Wheeler, a famous confederate cavalryman). In the late 1820s Sherrod bought Hickman’s share of the property. The TC&D RR track traveled next to Pond Spring and his plantation. The spring was probably used as a water supply for the horses or steam locomotives. By this time Sherrod was becoming one of the most prosperous planters in this area of the Tennessee Valley in Lawrence County (www.wheelerplantation.org: 2008). At the time of his death in 1847, he owned thousands of acres on the south side of the Tennessee River in Lawrence County and Franklin County, as well as property in the Tennessee River (Colbert County in 1867). In 1822 Sherrod was issued 22 land patents for a total of 1,819.91 acres of island property in the Tennessee River at the Huntsville Land Office, one of the U.S. Government’s General Land Offices (www.glorerecords.blm.gov).

Benjamin Sherrod’s will dated January 20th, 1847, was probated in Orphans Court on April 5th 1847 in Lawrence County, Alabama after his death. Sherrod’s will gives one of the most accurate insights into the extent of his land ownership. The following excerpts are from his will:

I devise to the family of my deceased son Felix A. M. Sherrod the Plantation purchased of John P. Hickman, John Glass and others and known as the Pond Spring Plantation.

I will to my son Frederick O. A. Sherrod the following tracts or parcels of land lying in the County of Franklin to wit. The plantation purchased of Aldridge and the Jones about two miles East of Tuscumbia together with all other lands to be by one hereafter acquired adjoining the said plantation.

I devise and bequeath upon the division aforesaid to William W. Watkins, Frederick O. A. Sherrod and Richard Jones and to the survivor or survivors of them in trust the following real and personal property to wit a plantation lying in this county south west of Courtland containing Two thousand acres of land (word not legible) known by the name of the hard bargain plantation.

I devise and bequeath to my son William Sherrod my plantation and land upon which I now reside lying upon the west side of Spring Creek commencing in the center of the west fork of said creek where my South line crosses the same. The center of said creek to

be the line between my sons William and Charles, so far as my lands extends therein. Also an undivided interest of one-half in the Island in the Tennessee River called Cow Island, and the Island lying North of and near the lower end of the former containing about fifty acres.

I devise and bequeath to my son Charles F. Sherrod all my lands on the plantation whereon I now reside lying on the East side of Spring Creek, a line along the center of which creek is hereby made the boundary between him and my son William. Also an undivided interest of one-half in an Island in Tennessee River, called Cow Island and an other Island containing about fifty acres lying north of and near the lower end of the former.

While overseeing the immense number of acres he owned on the four plantations and Tennessee River Islands listed above, he was involved from the very beginning of the Tuscumbia, Courtland, & Decatur Railroad. He served as president from February 11, 1832 until August 10, 1841 when Micajah (M.) Tarver was elected president. Tarver resigned on July 7th, 1842 and Sherrod was again elected president until the last minutes were recorded on March 9th, 1843 (Journal of Proceedings of Tuscumbia, Courtland, & Decatur R. R. Co., 1832-1843).

On August 1st, 1836, Sherrod wrote the following letter:

To the Stockholders of the Tuscumbia Courtland and Decatur Rail Road Company
Courtland

Gentlemen:--The anxiously looked for, Report of the Engineer has been received, and together with that of the Treasurer, is herewith transmitted.

The Engineer has made out a full and specific account of the cost of the Road, in its several items; the cost of the various property of the Company appertaining to the Road, and of our receipts and expenditures from the time that operations were first commenced, up to the present. It appears that, notwithstanding, the numerous disappointments and misfortunes that have, from time to time, befallen the Company, the total amount of receipts has exceeded the total amount of expenditures, by a sum a little upwards of twenty thousand dollars, or nearly five per cent, upon our investment for the entire period, since the Road first began to be used. This, though a small profit, should nevertheless afford us much encouragement, when we take into consideration the adverse circumstances under which it has accrued. In the first instance, we were either disappointed in the receipt of Engines contracted for, or else when received, they were found to be unfit for the purpose for which they were intended. By this means we were, in the first place, hindered in the execution of our business, in the second, lost the confidence of the public, who in consequence refused to give up employment, and thirdly, were put to much actual expense in making our Engines suitable instruments for the purposes of the Company. In addition to these considerations, the Engineer assures us, upon the most satisfactory data, that could Locomotive power have been exclusively employed from the first, the expenditures of the Road up to the date of his Report, would have been diminished at last [least] ten thousand dollars. Such diminution of expenditure would have raised the sum of profits to thirty thousand dollars, or near seven per cent upon the investment, up to this date. From all the information derived from the Reports of the different departments, we may safely predict the future prosperity of the Company. We may rest assured that our expenditures will be continually decreasing while our receipts will be continually increasing. We are now fully prepared to fabricate for ourselves every [every] species of machinery relating to the Road; having for our chief

workman, an English-bred mechanic of the first reputation. The embankment of the Road, which is now the principal object of repairs, when consolidated by time, will have been rendered almost independant of repairs. The labour we employ must necessarily grow cheaper as labourers multiply and population becomes more dense. While the increase of population, productive labour, commerce, manufactures, agriculture, wealth and travel, must greatly advance the business and emoluments of the Road. Thus while time will operate progressively, to reduce expenditure, on the one hand, it will progressively enlarge our receipts on the other. And there cannot exist a doubt, that the ratios of these two progressions [progressions] will be sufficient, speedily, to ensure an income that ought to satisfy the desires of the Company.

It is a fortunate circumstance for the Company, that their improvement has been in advance of all schemes for similar improvement in this region of the U. States. It will, on this account, tend to give direction to subsequent improvement in the same region. There was much talk in South Carolina of connecting their great Western Rail Road with this, and although the plan was eventually abandoned, yet it is worthy of remark and full of encouragement for us, that our comparatively small establishment, should have been a matter of grave deliberation, in determining the route of that stupendous High Way. A connexion [connection], however, will ultimately, take place. A South Western branch must strike off from some point on the Charleston and Cincinnati Road, and will certainly have its origin on this side of the Mountains, as it is not to be supposed that a company would incur the expense of cutting a second pass through the mountains, when one already existed. This branch will have its direction through the Tennessee Valley, and must either be connected with our Road, or take a parallel route, and come in competition with it. But a competition would operate injuriously on both contending interests, nothing is more evident, than that co-operation and coincidence would, on both sides, be preferred; indeed a different supposition would be preposterous in the extreme.

The Georgia Improvement which may be regarded as a matter already determined upon, will next claim our attention, as it will become directly tributary to ours. The road from Augusta to Athens is now under contract, and in the course of construction. From Athens it will *double* (to use a nautical term) the Southern extremity of the Alleghany Mountains, and terminate at a point on the Tennessee River a little below the Suck. The intermediate link of connexion [connection] between our road and this will assuredly be supplied, as soon as found to be called for.—Indeed we already have a certainty of a road from Decatur to Huntsville or some eligible point in the county of Madison.

The contemplated road which is to connect the City of Mobile with the navigable waters of the Tennessee River, becomes a third guarantee of our future prosperity; and I am happy in being able to assure the company, upon the most satisfactory information, that it will be entirely in our power to supply the conditions, upon which this road would be made to intersect ours at a point a little to the East of Courtland.

These three stupendous improvements are to pour their trade and travel along the channel of our road, into the great valley of the Mississippi.

Let us suppose the Charleston and Cincinnati Rail Road to be carried into execution; and also the projected roads in Virginia, running towards the North and towards the South, through the towns of Lynchburg and Abington, to the junction of the French Broad and Nolichucky rivers; and it is evident that the vast majority of the travel from the states of South and North Carolina, from Virginia, Maryland, Delaware and New Jersey, and a great portion of that from Pennsylvania, New York and the New England States, with their great commercial and manufacturing cities, in short from the Old States generally to the New, will direct its current along our own high-way, and down the Tennessee river and Nashville and New Orleans rail road into the great emporium of the West and South West.

The passage through the Alleghany and Cumberland Mountains will be in the nature of a great Sea-port—where the commercial and social intercourse of two connecting regions will be concentrated—and it appears to be our good fortune to occupy, as it were, the focus in point of position.

The Georgia Road, too, will render heavy contributions, and that from Mobile will deliver its burdens as a central point, to pass along our Eastern or Western division, according to particular destination.

Let us, then, continue to cherish those sanguine anticipations which we have all along indulged, and instead of becoming discouraged, rather let it be our chief concern, to perfect and mature our work, and be prepared in the resources that may be put in requisition for the construction of a *second track*, to meet the demands that may in future be made upon us.

Respectfully submitted,

BENJ. SHERROD, *President*
of the Tuscumbia, Courtland and Decatur Rail Road Company
(Third and Fourth Annual Reports 1836: 3-5).

Just before Sherrod submitted the above letter on August 1st, 1836 to the stockholders, an informal meeting of the Board was held on June 27th, 1836 and a resolution was adopted, which stated the condition of the company and action to be taken:

Whereas, it has been ascertained, from the report of the treasurer of this Company, that the amount of stock hereto fore subscribed, and which has been paid by the subscribers, is insufficient for the purpose of paying for the cost of the road, and other improvements appertaining thereto. Be it therefore resolved, that the books of the Company be opened, for the purpose of disposing of stock to the amount of one hundred fifty thousand dollars, including the stock heretofore forfeited to the Company, and that subscriber for such stock be required to pay the same in three equal installments, by giving accepted bills of exchange, with at least one good indorser; said bills to include interest, and the rate of six per cent., to be drawn payable at five, eleven, and seventeen months after the first day of August next, and that upon the delivery of said bills, to the treasurer of the said Company, certificates of stock, as for full payment, shall be issued in favor of said subscribers; and further, that the subscribers, or holders of said stock, shall be entitled to draw dividends n the same, for the year commencing on the first day of August next.

Be it further Resolved, That the books shall be opened, under the direction and superintendance of the treasurer, and secretary of the Company,, who shall attest the said subscription. (*Tuscumbia, Courtland and Decatur Rail Road Company, et al v. Rhodes, Supreme Court of Alabama 1845*).

On the same day, June 27th, 1836, Sherrod offered a \$50,000 loan to the TC&D Railroad for a term of five years with an annual interest rate of eight percent to be paid annually, accruing from January 1st, 1837. A resolution was made to pass the bond and it was signed by twelve persons, one of them being Dr. Henry W. Rhodes, a member of the Board of Directors.

Many writers have credited Benjamin Sherrod with keeping the railroad solvent with his financial support. An 1845 court case, *Tuscumbia, Courtland and Decatur Rail Road Company, et al. v Rhodes*, (Supreme Court of Alabama) involving a law suit

against Dr. Henry W. Rhodes due to his alleged neglect in paying part of the \$50,000 loan gives a great number of financial details and Sherrod's deep involvement. Although this court case must have caused a rift in the company, it provided evidence of how much support Sherrod gave to the railroad. In 1836, the same year that Sherrod wrote the letter on August 1st to the stockholders, the TC&D Rail Road was in financial trouble. Facts brought out in the court case pertaining to the solvency of the railroad were as follows:

That in the year 1836 the Board of Directors represented, that the Company could not sustain its credit, and meet its engagements from the proceeds of the subscriptions to the then capital stock.

That Benjamin Sherrod was the President, and one David Deshler the treasurer, that they possessed the confidence of the stockholders, and managed the affairs of the Company. That in the year 1836, the treasurer of the Company represented to the Directors, and some of the stockholders, that the Company required the sum of fifty thousand dollars, to relieve it from debt, and that if that sum could be procured, the Company could continue its operations with advantage and that the said Benjamin Sherrod had offered to lend that sum, upon bond, executed by respectable persons, and urged the complainant (Henry Rhodes) to become one of the obligors in such bond

That in the early part of the year 1838, the Company became insolvent and so continue to this time (1845). That after the insolvency of the said Company, it transferred to Benjamin Sherrod, to indemnify him for certain claims, which he pretends to have against the Company, all the property, choses in action, and assets of the Company, and among other things, the said subscription list for additional stock, subscribed by complainant, and also other claims against him, amounting to \$14,918.29.

That on the 4th September, 1840, the said Sherrod, in the name of the Company, brought suit against complainant, to recover said amount. That on the trial of the cause, complainant proved that all the obligors to the bond for \$50,000 except three, had become insolvent, and that about the 1st January, 1841, complainant had been compelled to pay the said Sherrod, as his proportionable share, the sum of twenty-six thousand dollars, and upwards. But the Court held, that it was no defence to that action, and that the complainant could only have relief in equity, and verdict was found, and judgment rendered against him, for \$14,918.29. And in addition to the sum he has paid on the bond for the Company to Sherrod, he charges that the Company are largely indebted to him, and is wholly insolvent, and prays that the money paid by him for the Company, be set off against the judgment obtained for the use of Sherrod.

Sherrod, in his answer, admits that assignment to him by the Company of claims due it, amounting in the whole to \$29,118.29, including that claim against complainant, which was done to indemnify him in part, for the sum of \$196,196.14 paid by him, for the Company, to the Decatur Bank, besides the sum of \$33,714.90, also paid by him for the Company, and is liable besides, for other large amounts. He insists, that he did not look to the Company for the loan of \$50,000 but lent in on the faith of the parties to the bond, and that the entry on the minutes of the board, was an attempt on their part, to indemnify themselves. He admits the insolvency of the Company and denies all fraud.

The fact are, that Rhodes, the complainant, became a subscriber with others, to the Rail Road Company, for seventy-five shares of its stock, at one hundred dollars a share, which

was to be paid for, in accepted and indorsed bills of exchange, payable in five, eleven, and seventeen months, interest included. The object of the subscription, was to enable the Company to raise funds for the payment of its debts. About the same time, Sherrod made a loan to the Company of fifty thousand dollars, for five years, to secure the payment of which, Rhodes and eleven others, executed a bond to Sherrod for that amount, payable also in five years, the Company, by an order on its minutes, pledging itself in its corporate capacity, for the payment of the debt. Subsequently, the Company became insolvent, and being indebted to Sherrod, in the sum of nearly two hundred thousand dollars, money paid by him for it, assigned to him some of its effects, and among other claims, the one against Rhodes for his subscription, which he had not complied with, by executing bills of exchange; together with other claims against him. Upon this demand against Rhodes, Sherrod brought suit in the name of the Company, for his use, and subsequently Rhodes paid to Sherrod, upon the bond for fifty thousand dollars, twenty-six thousand dollars. A judgment was obtained by the Company for the use of Sherrod, against Rhodes, and he now seeks to set off in equity, the money thus paid against the judgment (*Tuscumbia, Courtland and Decatur Rail Road Company, et al v Rhodes*, Supreme Court of Alabama, 1845).

Not long after the above court case, another case, *Rhodes v. Sherrod*, was tried during the January Term, 1846 in the Supreme Court of Alabama. During this case David Deshler revealed a “system of financiering” used by the TC&D Railroad to raise money for the company. This method of raising funds began in the year 1833 long before he became treasurer of the company and continued up to the date of the Bills of Exchange presented in this case. Deshler gave this description as follows:

The mode of doing this was, for members of the company to draw bills upon their treasurer, and let him accept them; these bills were indorsed by other members of the company, and when due, the treasurer, if he had funds of the company, appropriated them to their payment, and if he had none, he procured other bills to be made in the same way, to take up the old ones. The plaintiff’s name (Ben Sherrod) was always on nearly all of the bills of the company, made as before described. In 1836, the plaintiff (Sherrod) wished to withdraw his name from the paper of the company, but the directors would not consent for him to do so, as it would injure the credit of the company, and it was finally agreed, the plaintiff would indorse any paper which any of the directors might make in this way, if they would let him be the last indorser, inasmuch as he was very wealthy, and his name a weighty one. That the witness (Deshler) understood this was for Sherrod’s protection (*Rhodes v. Sherrod*, Supreme Court of Alabama, 1846).

It appears that this mode of conducting business for the TC&D Railroad may have had serious faults. The railroad’s relationship with the Branch of the Bank of the State of Alabama at Decatur (operating by 1834) revealed similar financing practices conducted by the bank. The relationship was further clouded by the fact that James Fennell was elected to the TC&D Railroad Board of Directors in 1833 and was also the first president of the State Bank at Decatur (Moore 1927: 296; Johnson 1974: 37). Eventually the practices of the railroad and its business relationship with the branch bank at Decatur came to the attention of the United States Government in a letter written on January 8, 1838 from the Secretary of the Treasury to the Twenty-fifth Congress on the condition of state banks. The letter states the following:

“To the president and directors of the branch of the Bank of the state of Alabama, at Decatur.

Gentlemen: In the course of our examination of the management of said bank, several things which seemed to deserve an unadvised attention presented themselves to our attention at an early day. On these we have not formed a hasty conclusion; but, from careful and repeated examinations of the books of the bank, which relate to them, we feel it our duty to bring them specifically before you.

At all times the directors of our State banks were required to manage them impartially; and, with a view still more effectually to guard them, the act of the General Assembly, passed on the 17th December, 1836, declares it unlawful for any director to be liable or indebted, wither directly or indirectly, in his own name, or that of any other person, at any one period of time, upon bills of exchange, either as drawer or acceptor, in a larger sum than thirty-five thousand dollars; and that, in computing this liability, all liabilities contracted by the partner of any director, either in his own or partnership name, shall be included. We regret to see that in several instances this law has been violated by members of your body; as will be seen by reference to paper [A], which contains a list of the liabilities of the president and directors on the first days of January, June, and November, 1837. At the time the new board was organized, it seemed to have been their intention to reduce the liabilities of each director to the legal standard; and, for this purpose, they called on the cashier for information, and, at the meeting on the 3d February, 1837, received from Colonel A. S. Christian bills at sight on New Orleans, to reduce his liabilities, *subject to the control of the board*. After the application of them, there was still an excess of \$39,869 above the lawful limit; for an error was made in the estimate—we presume from the omission of partnership debts; for we are informed (and from the date it is probably) that a copy of the said law had not been received by the bank at that time. On these bills at sight, no order of the board was ever taken; they still remain in the bank, never having been presented for payment.

The liabilities of Doctor Henry W. Rhodes and Colonel James T. Sykes were respectively reduced by bills, substantially of the same kind, and retained in the bank in the same manner; the dates and amounts of these bills at sight referred to, appear in marginal notes on paper [A].

We have been thus particular in explaining the mode of reduction adopted because our attention was called to it by several members of your board, and it is relied on as valid; but we cannot concur in this opinion. Even if these bills had been given with a *bona fide* intention of demanding payment immediately, they could not have operated as an extinguishment of the liability until payment; for, until then, the liability remains upon the director. Much less can it be viewed in the light, when, from the circumstances, it appeared that no such intention existed. The same act of Assembly, in the sixth section, extends the same restriction placed on directors to all other person or partnerships, as far as inland bills are concerned. On this point we beg leave to refer you to paper marked [B,] which is a statement of the liabilities of two partnerships, (with their dependencies) who are closely connected in business; and the prominent partner in one, a partner of the other concern.

We beg leave to call your attention to paper marked [C,] which contains what we suppose to be the accommodation to the Tusculumbia, Courtland, and Decatur railroad company. We observed an indisposition on the part of the board to have this account made out; but we humbly conceive, as far as official responsibility is concerned, it is unimportant whether the account is condensed, or appears in the names of the individuals who have become liable. In either case, the law has been violated, which places a limit

on inland bills; and coming under our observation, we feel bound, by the oaths we have taken, so to report it. We preferred to present the matter in the same light in which, from the circumstances, the accommodations were regarded when obtained.

We willingly concede that companies chartered for useful purposes should have the favorable regard of banking institutions, and receive liberal accommodations; but in this instance, it is the opinion of the undersigned they exceed all reasonable bounds; and we are reluctantly driven to the conclusion that a concatenation of private interests (perhaps unconsciously) has exercised an undue influence on the administration of the affairs of the bank. The aggregate of accommodations to this company, the two partnerships referred to, and to one of your board, is \$874,000—largely exceeding the whole circulation of the bank at the time she suspended specie payments.

A sense of duty constrains us to address you this remonstrance, and to submit the facts on which it is predicated to the consideration of the General Assembly.

Your, respectfully,

JAMES E. SAUNDERS,

WM. N. GILLESPIE,

JAMES SAMPLE,

Commissioners

November 8, 1837

P.S. Since writing the above, we have ascertained that the bills at sight, given by Colonel Christian, were not signed by him, but by J. T. Christian, and well endorsed by other person; the director's name not appearing on them at all. This alters one feature of the case; but the commissioners are not prepared to say that it reduced the liability in such a manner as the law contemplates. (25th Congress, 2nd Session, House of Representatives, Treasury Department, Doc. No 79, 1838).

On February 27, 1839 another document on the condition of the state banks was presented to the 25th Congress from the Secretary of the Treasury. This document discussed in depth the validity of a state bank receiving bills from a railroad company. The Treasury Department viewed these bills as loans. The bank was prohibited by the charter from making loans over \$2,000 to any corporation. The state legislature viewed the clause in the charter much differently than the commissioners of the U.S. Treasury Department. It was not an uncommon practice for banks to discount notes of individual stockholders for the benefit of a corporation, without any censure by the state legislature. Two examples of loans made by state banks to railroad companies are as follows :

A loan by the bank, in 1836, to the Montgomery and West Point Railroad Company, through one of the stockholders; and also, during that year, by the Decatur Bank, to the Tuscumbia, Courtland, and Decatur Railroad Company. The latter deserves particular notice. The amount of notes discounted, for the avowed purpose of aiding in works of internal improvement, was about half a million of dollars. This transaction was brought before the Legislature at its last session, in the report of the commissioners (U.S. Treasury Department) who examined that bank on a charge of excessive issues and of partiality. As the language of the report is somewhat remarkable, a portion of it is here extracted: 'We willingly concede that companies chartered for useful purposes should have the favorable regard of banking institutions, and receive liberal accommodations; but, in this instance, it is the opinion of the undersigned, they exceed all bounds,' &c. The language of the board of directors, in reply, also deserves a short extract: 'The railroad was viewed as a public improvement of great and general utility to the

community; and it was thought that the interest of the state would be promoted by aiding and fostering the improvement. Our board have always felt it their duty to make loans to individuals, when it was intended for the promotion of works of public improvement, as some of you are aware,' &c. These papers, the remonstrance and reply, took the usual course in the Legislature—were referred to a committee, printed, and discussed. If there was any censure from any quarter, in that body, of the sentiments quoted above, the committee have not been apprized of it. On the contrary, they believe that the sentiments and the action were indirectly approved by the re-election of a majority of the old members of the board of directors, and an extension of the debt to five years (possibly referring to the \$50,000 bond to Benjamin Sherrod issued in 1836 payable in five years (See document in the *Court Case Section* on Pages 62-64). If, then, these and other discounts of the same were not good for the amount. This practice is highly improper, and ought not to be allowed. It is, in effect, permitting the officers of the bank to grant discounts without the sanction of the board of directors, and without security. In this bank no bill-offering book is kept, and no account is made of the bills rejected; while those taken are entered promiscuously with the notes discounted. By this system, partiality of favoritism, which might be practised, cannot be detected.....

There is a practice prevailing in the branch at Decatur, of buying bills payable at the counter, which they call inland bills. This practice we think very objectionable; because, though not perhaps so intended, it has the effect of evading the limitation to accommodation paper. The board, we understood, purchased new bills to pay the old ones, whenever they, in the exercise of their discretion, thought proper to do so; thus converting those bills into the most substantial accommodation paper, as there were no curtailments to pay. Indeed, unless those bills are to have the effect of extending a larger amount of accommodation to individuals than could be done by notes, it would be difficult to assign any satisfactory reason for their purchase.

In September 1836, there was due to this bank, by a number of individuals, \$262,701.35 understood to be for the benefit of the Tuscumbia, Courtland, and Decatur Railroad Company. In September, 1837, those debts had increased to \$343,407.87; and in September, 1838, to the sum of \$344,433.39 (25th Congress, 3rd Session, House of Representatives, Treasury Department, Doc. 227. 1838).

At a Board of Directors meeting of the TC&D Railroad on Friday evening, January 10th, 1841, it was recorded in the TC&D Railroad Minute Book that M. Tarver submitted the following preamble and resolutions, which were adopted:

Whereas the Tuscumbia Courtland and Decatur Rail Road Company is indebted to the Branch of the Bank of the State of Alabama at Decatur in a sum of money amounting to about Three Hundred and fifty thousand Dollars or upwards upon all of which Benjamin Sherrod, David S. Goodloe, Micajah Tarver and David Deshler are in some way bound with as drawing, endorsing or receptors, and whereas the said Tuscumbia Courtland and Decatur Rail Road Company is desiring in the first place to secure to said Bank, the whole of said debt and secondly to secure in some way the said Sherrod Goodloe Tarver and Deshler against their individual liability for the debt above mentioned and whereas Benjamin Sherrod has proposed to assume and to take to his own account the sum of Two hundred thousand Dollars of said debt (Journal of Proceedings of Tuscumbia, Courtland & Decatur R. R. Co., 1832 – 1843).

An additional resolution was passed to state that the method of repayment to Sherrod would be through money still owed to the company on stocks, and if this was not

sufficient, new stocks would be created to pay the remainder. Third, fourth, and fifth resolutions stated:

Be it further Resolved that in case the said Branch Bank shall agree to grant to said Rail Road Company a liberal extension of time upon the balance of said debt, which may remain over and over and above the said sum of Two Hundred thousand Dollars that the Company will execute a lien either by mortgage or deed of trust upon any or all of the property and assets of said Company to said Bank to secure the Balance due from said Company.

Be it further Resolved that three sevenths parts of all monies in securities which said company shall realize from debts due on stock account shall be appropriated and applied to the extinguishment of said balance of debt and further that all the revenue and profits arising from the business of said Road shall be applied to the payment of such installments as may be agreed upon by said Bank, but in case the revenue or profits arising from any years business should be more than sufficient to pay any annual installment, in that case the surplus shall be paid said Sherrod to aid him in paying the said sum of Two Hundred thousand Dollars which shall be received by him as part remuneration to him for the assumption of said debt.

Be it further Resolved that in case the property and assets of said Company should not be estimated at a sum sufficient to (word not legible) the balance of said debt which shall remain over and above the sum of Two Hundred thousand Dollars and the said Goodloe Tarver and Deshler shall secure or pay the remaining balance of said debt, or in case said Bank should anyway (word not legible) payment from said Goodloe Tarver and Deshler this company will indemnify and save harmless said Goodloe Tarver and Deshler against the payment of all such sums as they may be compelled to pay and for that purpose a conveyance of deed of trust or mortgage shall be executed by this Company in its corporate capacity or property sufficient to cover such liability (Journal of Proceedings of Tuscumbia, Courtland & Decatur R. R. Co., 1832 – 1843).

The Demise of the Tuscumbia, Courtland, and Decatur Railroad

By the mid 1840s the financial condition of the TC&D Railroad was in serious trouble. In reading the Board of Directors' minutes, the feeling of optimism appeared to be gone and no minutes were taken after 1843 (at least not in the Minute Book obtained from the Norfolk Southern Railroad archives).. In the State of Mississippi another court case, titled *Benjamin Sherrod vs. Henry W. Rhodes* (Declaration in Debt) was filed, No. 6147, on March 9, 1844. This case continued on for several years. Even after Sherrod's death on February 25, 1847, an interrogatory (deposition) was taken from James Sykes on March 14th, 1849. Sykes stated that he had been discharged from the debt of the \$50,000 bond by the act of (personal) bankruptcy.

Further details of the insolvency of the TC&D Railroad were given in a deposition by David Deshler during this court case. Deshler had previously stated that "a system of financing had grown into use by which accommodations were obtained at banks, on the credit of the company, and the individual endorsement of the President and the several directors." Efforts to secure a permanent loan of \$150,000 at New York (Phoenix Bank of New York) "upon the bonds of the company" failed. "The indebtedness of the company in the form above mentioned (mostly in the shape of bills of exchange drawn upon the treasury of the company) by this time amounted to largely over \$300,000—and the banks appearing less free in their accommodations." Because of this state of financial affairs, Colonel Sherrod offered the loan of \$50,000 (Benjamin Sherrod

vs. Henry W. Rhodes, Lowndes County Circuit Court, Case No. 6147, April 1844). As a part of this case, David Deshler presented a copy of a preamble and resolution passed by the Board of Directors on July 15th, 1840 stating the following:

Whereas Benjamin Sherrod has advanced sundry large amounts of money for and on account of the Tuscumbia, Courtland & Decatur Rail road Company—and whereas he is sued for other large sums on their account, and said company being desirous of refunding to said Sherrod the sums he has paid for them, and also to save him harmless if in their power against the payments of sums now in suit against him.

Be it therefore resolved that the treasurer of the Company be and he is hereby authorized and required to transfer to the said Sherrod any claim or debt that this company may have against any person who so ever for the purpose of paying him money advanced or paid for this Company, and also for the further purpose of indemnifying said Sherrod against the payment of claims now in suit against him, on account of said Company.

A true copy from the minutes of the Board.

David Deshler

(Journal of Proceedings of Tuscumbia, Courtland & Decatur R. R. Co., 1832 – 1843).

Branham Merrill stated in his deposition that Sherrod “had advanced a much larger sum to the Rail Road Company than any other Director.” Merrill stated he (Merrill) was a stockholder until April 1842, when he was divested of his stock due to bankruptcy. Several documents contained in the records of this court case will be displayed in the TC&D Document Section of this chapter. Some very interesting documents are the ones showing lands that apparently were taken as payments to Sherrod as settlement of the bond debt. As stated above this case was still pending after Sherrod’s death in early 1847 and court proceedings were being handled by the administrator of his estate, William W. Watkins (Benjamin Sherrod vs. Henry W. Rhodes, Lowndes County Circuit Court, Case No. 6147, April 1844).

Just a few months after the death of Benjamin Sherrod, the end of the Tuscumbia, Courtland, & Decatur Railroad Company would also take place. On September 22, 1847 the United States District Court foreclosed on a mortgage executed by the TC&D Railroad. The railway, rolling stock, shops, machinery, and franchises were sold by the United States Marshall. The man, who was involved with the building of the railroad from its very inception, purchased the railroad. The sale was confirmed by the District Court and conveyed to David Deshler (Davis v. Memphis & Charleston R. Co. 1889: 68).

Documents of the Tuscumbia, Courtland, & Decatur Railroad

On the following pages are digital copies of selected documents of the Tuscumbia, Courtland, & Decatur Railroad. A list of the documents is given below:

- **Stock Certificate issued to James Sykes dated July 1st, 1836
Twenty-five shares (One hundred dollars each)
Signed by Benj. Sherrod, President**
- **Seventy-five Cent Voucher**
- **Receipt from Branham Merrill (Rail Road Lessee) for shipping of cotton
Commission and Forwarding Merchant, Tuscumbia and Decatur, Ala.
Dated at Tuscumbia Landing, February 8, 1845.**
- **Receipt signed by Branham Merrill for shipment of cotton, dated February
19, 1845.**
- **Letter dated October 24, 1845 from Branham Merrill, Rail Road Depot,
Tuscumbia - Lost bag of coffee. “Our road is now being put in good repair
and we will continue to take cotton at all the landings below Bellefonte.....”**
- **Benjamin Sherrod vs. Henry W. Rhodes, Lowndes County Circuit Court,
Case No. 6147, Declaration In Debt**
- **Tuscumbia, Courtland, & Decatur Railroad Land Records
U.S. Government General Land Office (www.glorerecords.blm.gov)
Lawrence County Tract Book (Secretary of State Office, Alabama)
Morgan County Tract Book (Secretary of State Office, Alabama)**

Note: The County Tract Books will show land conveyed from a state to a secondary land owner or land conveyed to a secondary owner from the first land owner who received a land patent from the General Land Office.

Underwood Bull & Spencer

TUSCUMBIA, COURTLAND & DECATUR
RAIL ROAD COMPANY



25 Shares

No. 10

This is to Certify that *James P. Fykes* is owner of *Twenty five* Shares of

One hundred dollars each in the Capital Stock of the

TUSCUMBIA, COURTLAND & DECATUR RAIL ROAD COMPANY

in which ~~one~~ *Twenty five* per cent amounting in all to *Five thousand five hundred* Dollars has been paid, transferable only at the Office of the Treasurer in Person or by *Manner*

Witness *Wm. Holt* of the

TUSCUMBIA, COURTLAND & DECATUR
RAIL ROAD COMPANY at Tuscumbia

this *15* day of *July*. 18*86*

David W. Fykes Treasurer

Henry A. Howard President



will pay
TUSCUMBIA, COURTLAND AND DECATUR RAIL ROAD COMPANY,
days after date, the
or Bearer, on demand,

SEVENTY-FIVE CENTS.
 Tuscumbia, Ala. _____ 18

Sec'y.

Treasurer.

BRANHAM MERRILL,

(RAIL ROAD LESSEE.)

Commission and Forwarding Merchant,
TUSCUMBEA AND DECATUR, ALA.



Painted by Weston & Corwell, Louisville, Ky.

Shipped, IN GOOD ORDER AND CONDITION, BY BRANHAM MERRILL,
for account and risk of *Wm. J. Slighter* to be received
on board the good *fast* Boat, called the *Deceit* whereof
J. H. Smith is Master for the present voyage, now lying in the Tennessee
River and bound for *New Orleans* the following Packages or Articles,
being marked and numbered as below; and are to be delivered, without delay, in like good order and condition, at the Port of
New Orleans (the dangers of the rivers and fire only excepted,) unto
Wm. J. Slighter or to those assigns; he or they paying freight
on the same, at the rate of *Cent 14/100 per dollar that it may cost*

In Witness whereof, the Master or Clerk of said boat hath affirmed to *2* Bills of Lading, all of this tenor and
date, one of which being accomplished, the others to be void.

Dated at TUSCUMBEA LANDING, this *6th* day of *Feb* 184*5*

	WEIGHTS.	CHARGES.
<p><i>C+D</i></p> <p><i>40 Bales #1011 16020 22024</i></p> <p><i>26, 27, 29, 30, 32, 34, 69, 76</i></p> <p><i>Charg</i></p> <p><i>Group</i></p> <p><i>R/L</i></p>	<p><i>3000</i></p> <p><i>50</i></p>	<p><i>Gay Sixty Bales Cotton</i></p> <p><i>Up of Miss Cam & Dem</i></p> <p><i>12 Bales Bagging torn &</i></p> <p><i>ends open</i></p> <p><i>W. J. Slighter</i></p>
<p><i>Miss Cam & Dem</i></p> <p><i>Int. When please your Recd Lading for 60 bales of</i></p> <p><i>your Cotton ship up from boat Decatur. One Car load of yours to</i></p> <p><i>containing 15 bales broke down, on the road, & could not be got</i></p> <p><i>here in time for this boat. They are now here however and</i></p> <p><i>will be shipped in a few days by the next boat.</i></p> <p style="text-align: right;"><i>Yrs truly</i> <i>Branham Merrill</i></p>		

Received on the Rail Road for account
of Messrs. Cain & Davis thirty Bales Cotton marked
C & D N^o. from 100 to 129 Br. C. also at Kennels
Summit thirty One Bales Cotton same mark In
all seventy One Bales with instructions to ship the
same to Messrs. Hearn Greenhawtho. New Orleans
by the first Boat which I will do

Deated July 19 1845
Frankham Merrill

Rail Road Depot
Savannah Oct. 29 1845

Major Isaac Greenleaf of
Georgia

Your valued per. 30 lbs.
Came duly to hand and contents noticed
The sack of Coffee for Col. Wm. Buffum Mandall
County was regularly forwarded from here on
the 25th Sept. 1845 and your letter is the first
intimation we have had of his never receiving
it - I have written to our agent at Savannah
to ascertain further in relation to it when
he will again advise you -

Our Road is now being put in good
Repair & we will continue to take Cattle at
all the Landings below Beaufort at the
same Rates as heretofore as also bring
any goods that may offer as heretofore
at our advertisement in So. Advocate of
Your Place

Very truly
Yrs
P. M. Merrill

[Faint, mostly illegible handwriting on the top half of the page, possibly bleed-through from the reverse side.]

No 6197

Benjamin Moore

No 3 Antiquarian
A. 2001

Henry W. Phelps

Emilio Guarnier
E. Guarnier 1844

But these few
words are
of the last of the

series of the...

From 1844 to 1850

[Handwritten notes at the bottom of the page, including a crossed-out line and some illegible text.]

1800
The 1st of July 1800 Five thousand dollars being the value of the
July 1st 1800 Received Three hundred and twenty seven Dollars
Benj. Shreve
B. Shreve

I hereby transfer the within sum of Five thousand dollars to
the Board of the Bank of the State of Alabama at Decatur
whenever Collectible, to be applied, for such or any other uses
being said Bank

Decatur March 1800

Benj. Shreve

Received on this date from
James Shreve the sum of Five
thousand and twenty six Dollars
the 1st of January 1800
Benj. Shreve

The Board of the Bank of the
State of Alabama at Decatur
do hereby certify all rights title and
interest in and to the within sum
to the person named above to
enjoy the same from the 1st of
January 1800 for ever and
claim upon said Bank either in
Law or Equity - Benj. Shreve Esq

The Board of the Bank of the State of Alabama at Decatur do hereby certify all rights title and interest in and to the within sum to the person named above to enjoy the same from the 1st of January 1800 for ever and claim upon said Bank either in Law or Equity - Benj. Shreve Esq

Articles of an agreement made & entered
into this the 30th day of December 1841 by and
between Benjamin Shaws of the first part
Henry W. Abbot, David Hubbard & James Finwell
of the second part Wholyth, That whereas the
said Benjamin Shaws is the owner of a bond
made by James F. Lyke, James Finwell, Henry
W. Abbot, James B. Williams, John Gage, John
S. Allen, David Hubbard, John C. McLean
David Woodcock Sr, James Elliott, Rebecca
Threll and Michael Finwell bearing date the
27th June 1836 and payable on the first
day of January 1842 for the sum of Fifty
thousand dollars and bearing interest from
the 1st day of January 1837 at the rate of
eight per cent per annum payable annually
on which was paid four thousand dollars
on the 1st day of January 1838 and on the
1st day of January 1839 the further sum
of three hundred & eighty seven dollars and
sixteen cents and being desirous to make
both the interest & principal of said bond
available at as early a day as possible
and avoid the trouble and expense of a
suit at Law doth agree with the said
Abbot, Hubbard, & Finwell parties of the
second part not to bring suit against
Shaws or either of them for any part thereof.

of said bond or interest thereon until
James Elliott who is also bound in said
obligation is presented to endorsement, and
when no more of said sum of money can
be made off him for want of property. The
said parties of the second part agree to be
and remain liable and bound for whatever
amount may then remain unpaid.

And the said Henry McPherson David Hattard
and Pat Donnell to avoid being sued
and to secure a portion of said bond and
interest doth agree and hereby bind themselves
to pay in discharge of said obligation in
the manner agreed on by the parties four
fifths of said bond together with four fifths
of the interest that has accrued upon the same
and now remains unpaid, that is to say
the said Henry McPherson agrees to pay
towards said bond twenty thousand
dollars and two fifths of the interest not
paid the said David Hattard agrees to pay
of principal ten thousand dollars and
~~one~~ fifth of the remaining interest
and the said James Donnell binds himself
to pay of principal ten thousand dollars
and one fifth of the interest that remains
now due and unpaid. Now upon the pay-
ment of these several sums agreed to be
paid by the parties of the second part in

THE STATE OF MISSISSIPPI, LOWNDES COUNTY.
 TO THE SHERIFF OF LOWNDES COUNTY—*Shawling.*
WE COMMAND YOU, To summon *Henry W. Phillips*

to be heard in your county to be and appear before the Judge of our next Circuit court to be holden for the county aforesaid, at the COURT HOUSE in the town of Columbus, on the first Monday of April next, then and there to answer Benjamin Shields of a plea that he tender to him the sum of Fifty thousand Dollars which to him he owes and from him is unjustly detaine, to his damage of Twenty thousand Dollars

Shawling put out; And have them there this next
WITNESS, *The Honorable* HENDLEY & BENNETT, *Presiding*
Judge of the Sixth Federal District for the State of
Mississippi, the first Monday of October 1843
and the year of American Independence
 I Seal this 9th day of February 1854
Robert Stewart

This is an order of *and is directed to*
 returned to plaintiff for \$ *payable* *day of* *18*
 and date *day of* *18* The sum actually demanded, in the
 amount of said *and amount* *Exhibition filed at the time of the issuance of this writ.*
 No fee required.

Sherrill } Circuit Court March
vs } Term 1848
Rhodes }

Henry W. Rhodes swears that he cannot go safely to trial without the testimony of James T. Lyne. That the deposition of James T. Lyne was taken on this occasion and signed by him, but that it cannot now be found, and that he is taken by surprise and not finding it necessary to prove that he knows nothing of it, as he has never seen the paper.

He expects to prove by Lyne the existence of the partnership and that the bond and papers were executed for the purposes of the partnership and for some other use, and that it was executed to cover money due by the partnership, except the balance upon the loan of the Court, which is the amount which is outstanding.

The facts of the transaction which he expects to prove by Lyne are as follows:

That previous to June 1838 a system of financial irregularity in the affairs of the company had been carried on for years. That the result was the one mentioned above in full upon the loan which the loan was made that

under which were undertaken by other members of the firm or company, and the money realized was appropriated to the use and purposes of the company that in almost every instance where bills were drawn as aforesaid I have been the last indorser and have personally for almost the whole debt for the state of things I have prepared to the Board of Directors that the sum of one hundred thousand dollars should be raised by subscription and be would leave the company fifty thousand dollars if they could be raised. I have been the President of the company a sufficient time as to the mode by which the company was to be raised and it was set that and a good many the partners and stockholders that the Board should execute the bond and and that as comparisons with these and in the order embodying the substance of the understanding should be entered upon the minutes of the Board which as was mentioned is referred to Doctor's Report that all this was done to bind the company and for other purposes and that it was then and then contracted and agreed that there was no individual liability ~~incurred~~ by the company alone toward that I have had the bond signed the money upon the debt of the company which I have already called off and

have the testimony of Lykes at the next
Term of this Court and that this
application is not made for delay
but for justice

Done at New York the 30th day of
April 1840
Wm. C. Wood

to go by - state the particular debt or on what particular bills
but it was to pay the outstanding liabilities of the company

I know a portion of the money was paid to them that is
Messrs Messrs Chasard and myself were on for we had
been in the habit of supervising for each other

Ans to 4th let - The mode adopted by said company for raising
money I have answered in my answer to 2^d let though
they - but will again state that when the terms were
reported back & back bills for was on each & back
days, that some one of the directors made the bills out
- but by some two others still accepted by the Treasurer
who when the mode adopted to raise money in all
cases when money was wanted; Messrs Chasard
& myself were often drawn & endorsed under the
direction generally

Ans to 5th let - Mr Chasard President & Mr David Drake Treas
- were given the principal; the other Managers, the
other latter Directors, however Messrs Chasard (one of them)
generally did directly with said David Drake for the
transmission of money

Ans to 7th let - He was asked and answered that this was
the debt of the company and not of the individuals
signing it as he was very understanding

Messrs Chasard was President of the company and would
take from the fund to himself, or when I understood
I do not recollect whether Chasard was present when
the arrangement was made or not

Ans to 8th let - I have been discharged by the act of Bankruptcy
Ans to 9th - I have nothing more than is stated above

Wm. J. Byler

The foregoing testimony was taken by me as set forth
in the caption of this testimony and was intended to
be read to you & Byler in my presence after having
been read over to him - and has not been out of my
hands until delivered to the said court in the City
whereof my name & seal are at March 1849

Wm. J. Byler

William W. Watkins Administrator
 of Benjamin Sherrod dec'd } Debt
 Henry W. Rhodes Debt }

This day came the parties by their
 attorneys, and the death of Benjamin Sherrod having been sug-
 gested at a former term of this Court &c

and therefore came on jury of good & lawful men, to wit
 Charles McLain, & others - who, after retiring to
 consider their verdict here, returned into Court and upon their
 Oath, do say, that although the ~~case~~ ~~was~~ ~~disputed~~ upon they
 find the issue in favour of the plaintiff, and that there
 was a balance of the debt due in the plaintiff's declaration
 mentioned of Thorton Sherrod nine hundred & twenty eight
 dollars & forty five Cents, and they do award the plaintiff damages
 by reason of the detention thereof to the sum of eight thousand
 one hundred and fifteen dollars - It is therefore ordered
 by the Court that the plaintiff recover of the defendant the
 balance of the debt aforesaid together with the damages by the
 jury aforesaid awarded, and also his costs by him and his
 suit in this behalf expended and that Execution issue for the

Bond due 1st January 1842 For \$50,000.00
 Paid by it but from the 1st January 1837
 to 1st January 1838 of 4000 Paid
 but on \$50,000.00 from the 1st January 1838
 to 1st January 1839 12 mo^o Int.

(over)

4,000.00
54,000.00
 367.16

1st January 1839 For
 Am^t due 1st January 1839 — \$50,000.00
 but on \$50,000.00 from 1st Jan 1839
 to 1st January 1842 3 yrs at 12^o Int.

12,871.88
66,871.88

Bonds 1st January 1842
 By James Kennell \$13,126.57
 - David Hubbard 13,126.57
 - Mr Rhodes 26,253.13

52,506.27

Amt due 1st January 1842 bal of \$13,998.48
 but on \$13,998.48 from that day
 to the 29th day of March 1842
 3 yrs 12 mo 29 days of 12^o Int.

9,022.68
22,021.16

Damages

22,114.11
 13,998.48
36,112.59

Judgment 29 day of March 1869 for \$8995.70 Debt.
" " " 8115.70 Damages.

BILL OF COST.

Jury Tax, Also	2212.40
Issuing writ, : : 1869-70	
Filing papers, : : 100	
Docketing case, : : 25	
Appearance, : : 25	
Continuance, : : 25	
Copy of Interrogatories, : : 100	
Issuing Clerk Love, : : 100	
Enrollment, : : 100	
Filing papers, : : 100	
Docketing case, : : 25	
Appearance, : : 25	
Continuance, : : 25	
Copy of Interrogatories, : : 100	
Commissions, : : 50	
Subpoena, : : 50	
Additional names, : : 1/2	
Empowering Jury, : : 1/2	
Venue, : : 1/2	
Verdict, : : 50	
Entering Judgment, : : 50	
Recording case, : : 50	
Certificate, : : 25	
Execution, : : 100	
Affidavit, : : 25	
Motion, : : 25	
Rules, : : 25	
Order, : : 25	
Certificate of Costs, : : 25	
Myself Sheriff, Serving Writ, : : 25	
Copy, : : 25	
Serving, : : 25	
Empowering Jury, : : 25	
Entering and returning fi. fa. : : 25	
Sheriff Sanderson	
Deer Gas	
A TRUE BILL OF COSTS.	
A. Edson	
Clerk.	

The State of Mississippi
Hinds County

To the Sheriff of Hinds County---Greeting!

WE COMMAND YOU, That of the Goods and Chattels, Lands and Tenements of *Henry M Rhodes* *fourteen thousand*
one hundred and *forty five* *cents,* *which* *Mr M Matthews*
Eight hundred *and* *fifteen* *cents,* *which* *Mr M Matthews*
Eight thousand *and* *fifteen* *cents,* *which* *Mr M Matthews*
which to the said *Mr M Matthews* *has*
in the same court were adjudged for *him*
the said sum, at the rate of *8* *per cent,* *per annum,* *from the* *19* *day of* *March*
1869 *until paid;* *also the sum of* *Twenty* *five* *Dollars* *and* *Twenty* *five* *Cents*
for *him* *two* *cents,* *by*
Henry M Rhodes
as appears to be of record; and that you have the said money before the Judge of our next Circuit Court, to be had for the county
aforesaid, at the Court House in the town of Columbus, on the third Monday of *September*
to render the said *William Matthews* *debtor*
debts, damages and cost aforesaid. And have then there this Writ.

Witness the Honorable FRANCIS M. ROGERS,
Presiding Judge of the South Judicial District of the State of Mississippi, the third Monday
of *March* *1868* *and the* *14* *year*
of American Independence. *th*
ISSUED, *17* *th* *day of* *May* *1868*
A Edson
Clerk.

Given this 14th day of August 1850, the following real estate as the property of
 defendant - 1/2 of Sec 3 - 1/2 of Sec 4 - all of Sec 9 - South half
 of Sec 10 - South Block of Sec 11 containing about 34 acres - fractional
 Sec 14 containing about 17 acres - all of Section 15 - 106 acres
 cut off the East End of Sec 16 - 54 acres from the East End of N 6 1/2
 of Section 21 & N 1/2 of N 1/4 of Section 22, all in Township N. 14
 & Range N. 19 E. - also N. 8 1/4 S. 6 1/4 & S. 1/4 of Section
 34 in Township N. 15, & Range N. 19 E. - In all
 2851 acres, (more or less) J. R. Carvell Juff
 August 14th 1850. By Geo P Vaughan
 Juff Juff

6705 5/8
 5072 4/16
 137 3/8
 1277 1/2

6147 &

William W. Watkins
 Admors Executor & C of
 Benjamin Sherwood
 173 }
 } to receive

Henry W. Rhodes

Apd 11th August 1850

profit 29th Aug 1845
 for debt 1398 5/8
 Jan. 5715 20

Cost £ 2125
 Came to hand Aug 14th 1850

J. R. Carvell Juff
 By Geo P Vaughan
 Juff Juff
 See Encler page 104

B. N. P. 355
 C. V. Y.

There on the within story three copies each as
 as provided by the within story
 J. R. Carvell Juff
 By Geo P Vaughan
 Juff Juff
 The goods shown, lands & tenements belonging to debt
 or any part of it, or the money or the profit thereon
 or any part of it, or the money or the profit thereon
 By Geo P Vaughan
 Juff Juff

Judgment 29 day of March 1847 for \$398⁴⁵ Debt.
" " " " " 815⁰⁰ Damages.

BILL OF COST.

Jury Tax, :
Alto
Issuing writ, : 13
Filing papers, : 25
Docketing case, : 25
Appearance, : 50
Continuance, : 25
Copy of Interrogatories,
Clerk Love,
Issuing : 150
Filing papers, :
Docketing case, :
Appearance, :
Continuance, :
Copy of Interrogatories, :
Commissions, :
Subpoena, :
Additional names, :
Empowering Jury, :
Verdict, :
Entering Judgment, :
Recording case, :
Certification, :
Execution, :
Motion, :
Rules, :
Order, :
Certificate of Costs, :
Sheriff, Serving Writ,
Entering Writ,
Subpoena :
Empowering Jury, :
Entering and returning fi. fa. :
Sheriff :
Copy of subpoena
Henry Morgan

1 25
16 50
1 75
1 50
25
\$21 25

A TRUE BILL OF COSTS.

A. C. Love Clerk.

The State of Mississippi Leflore County

To the Sheriff of Leflore County---Greeting!

WE COMMAND YOU, That of the Goods and Chattels, Lands and Tenements of Henry W. Rhodes lot of your County, you cause to be made the sale of *four hundred and forty five* Dollars and *seven* Cents, which *Wm. W. Watkins Admrs.* for debt, also the sum of *A* Dollars and *—* Cents

Eight hundred and fifteen Dollars and *—* Cents, which *Wm. W. Watkins* in the name court over and against *him* damages, by reason of the attendance of the said debt, with interest on the said sum, at the rate of *8* per cent, per annum, from the *29th* day of *March* 18 *49* until paid; also the sum of *four* Dollars and *twenty* five Cents for *his* costs, by *him* about *Henry W. Rhodes* as appears by the said writs before the Judge of our next Circuit Court, to be holden for the county of *Leflore*, on the third Monday of *September* next, ready to render the said *William W. Watkins admr. &c* *his* debt, and costs of process. And have them there this Writ.

Witness the Honorable FRANCIS M. ROGERS,

Presiding Judge of the Sixth Judicial District of the State of Mississippi, the third Monday of *March* 18 *50* and the *7th* day of *August* 18 *50* year

ISSUED, *10th* day of *August* 18 *50*

A. C. Love Clerk.
By Geo. C. Brown S.C.

Service this p. fo. on the following real estate in my County. To wit: West East quarter of Section number Seventeen, West half of East West quarter & West half of North East quarter of Section number Seventeen, also North West quarter of Section number Twenty two, also One hundred and six and a half acres of the West End of North East quarter of Section number twenty one, the line running north and south parallel with the public land survey. Also the lease for the unexpired term of Ninety nine years on Five hundred and thirty three acres on Section number sixteen, to wit, the West half of said section. Running north and south parallel with the line, dividing the sixteenth and fifteenth sections - all of said lands lying and being in Township number fourteen north of Range number Nineteen East T. C. Carrott Sheriff October 26 1850 To My Geo. P. Dancy her Secy

6147
 Mr W. Watkins
 Adm'r &c of
 Bay Shind bro
 3 } Alas P. P. P.
 3 } do do do
 New York
 Sp 18 Oct 1850
 Justd 29 March 1849
 for bill of 139 s. 45
 " Rem # 8115.00
 Cost # 24.00
 Rec Oct 26 1850
 P. C. Carrott Sheriff
 By Geo. P. Dancy Secy
 See sheet page 111

B157355 C-7

Rec'd Mrs W. H. Tyson of Richards & Evans for P. M. Patton's three hundred dollars on the file upon the amount of the debt of the said debt Mrs Woods checks bank of statement in my County where the balance of the money on this file can be made This is returned 1857

Order of sale *24* day of *Sept* 18*77*.
 Order of sale *24* day of *Sept* 18*77*.
 Order of sale *24* day of *Sept* 18*77*.
 Order of sale *24* day of *Sept* 18*77*.

THE STATE OF MISSISSIPPI,
TO THE SHERIFF OF LOWNDES COUNTY--Greeting:

WHEREAS, In our Circuit Court, for the county of Lowndes, on the *24* day of *September* 18*77*
 in the case of *Wm. H. Watkins admr. of*
Benjamin Shumod

Plaintiff

Defendant.

and *Henry W. Rhodes*
 No. *647* On motion of *E. B. Gaston County Clerk*
 and it appearing to the satisfaction of the Court, that judgment was rendered in this Court against the said defendant in favor of the
 plaintiff, on the *29* day of *March* 18*77*, for \$*221.33* and that execution has issued against
 the said defendant, and been returned "Nulla Etena,"—that the plaintiff is not a resident
 of this State, and that the following
 costs are now due and unpaid, to wit: Jury tax, \$*3.00*. Clerk, *W. H. Lester's* fees \$*1.50* Clerk S. H. Lester's fees
 \$*1.25* Sheriff, *W. H. Lester's* fees \$*1.50* Sheriff *W. H. Lester's* fees \$*2.00*
 Justice *W. H. Lester's* fees \$*1.50* Sheriff *W. H. Lester's* fees \$*2.00*
 amounting to \$*24.00*

Paterson Sheriff
Attorney
 Printer.
Colman Democrat

Whereupon it was ordered by the Court, that the judgment aforesaid be sold by the Sheriff of this county at public auction to
 the highest bidder, for cash, after having given legal notice, (*90* days) to satisfy said costs, and the costs accruing on said motions:
 We therefore command you, to sell said Judgment at public auction, to the highest bidder for cash, after having given notice according
 to the act of the Legislature, in such case made and provided. And, how you shall have executed this order, make known to our said
 Court, on the *5* Monday of *March* next. Herein fail not, and have then there this writ:

WITNESS the Honorable HENDLEY S. BENNETT, presiding Judge of the 6th Judicial District for said State, the *5* Monday of *September* 18*77* and *75* year of American Independence.

Issued, the *27* day of *September* 18*77* *H. E. L.*
 CLERK.

I certify that the costs mentioned in this writ,
 are correctly stated and taxed.
H. E. L.
 CLERK.

The State of Mississippi
Covades County — I know all men by these
presents that Mr William W. Watkins of the County of
Lawson & State of Alabama, John J. Sipp and George H. Young
of the County of Covades and State of Mississippi,
are held and firmly bound unto Nathaniel Woodruff
Judge of Probate of said County and his successors in
office, in the sum of Twenty five Thousand Dollars,
which payment will and truly to be made and done
we bind ourselves, our and each of our heirs, execu-
tors and administrators, jointly & severally, firmly by
these presents sealed with our seals and dated
this fifth day of October A.D. 1847.

The Condition of the above obligation is such, that if, the
above bounden William W. Watkins shall well and
honestly discharge the office of Collector of the goods, Chat-
tels and personal estate, and debts of Benjamin Shepard
deceased in the State of Mississippi and shall make
to come to be paid, made a true and perfect inventory or
inventories of such of the said goods, Chattels, personal estate
and debts as shall come to his or her possession or
knowledge and the same in due time return to the Office
of the Clerk of the Probate Court of Covades County and
shall also deliver to the person or persons who shall be
authorized by the Probate Court of said County to receive
them, such of the said goods, Chattels, personal estate
and debts as shall come to his possession (except such
as shall be allowed for by the said Court), then the above
obligation to be void or otherwise to remain in full force & effect.

W. W. Watkins 
John J. Sipp 
Geo. H. Young 

The State of Mississippi
Lawrence County

To the Honorable Mr. G. Biddins, Judge
of the Court of Probate of said County, now in Session
The Petitioner of W. H. Blakely, do hereby respectfully shew that
Lawrence County Alabama, respectfully shew that
Your Honor that Benjamin, late of said County &
State of Alabama, departed this life the 21st February
last past, having made his last Will & Testament
in writing some considerable time before his death,
which has been admitted to Record in the Probate
or County Court of Lawrence County Alabama
upon due proof before that Court by which last
said Testament, your Petitioner, Frederick P. D.
Sherrill & Richard Jones all of said State, were
appointed Executors thereof & have all qualified
as such & taken upon themselves the burden of the
execution of said Will; having entered into bond with
approved Security as the laws of the State of Ala-
bama require, all which your Petitioner would propose
himself to shew unto your Honor, the facts above
stated by a duly authenticated copy of the will with
the Record of the proceedings of the Probate Court
of Lawrence County Alabama, in relation to the
proving said will of Benjamin Sherrill deceased
& the qualification of said Executors as above stated,
but owing to the negligence & inattention of the
Agent, at Tusculum Alabama, the voyage in
which said Record was contained, has been mis-
sive & was sent back to Courtland instead of being
sent forward to the Petitioner as your Petitioner
had directed.

Your Petitioner would further shew unto your
Honor that it was agreed between the Executors & him
that he should come in to this place & qualify as Executor

Topographical Map Index

Lawrence County

Township 4 S, Range 6 W, **Section 32** E1/2 of SE quarter, Patent # 6877 1835
79.98 acres

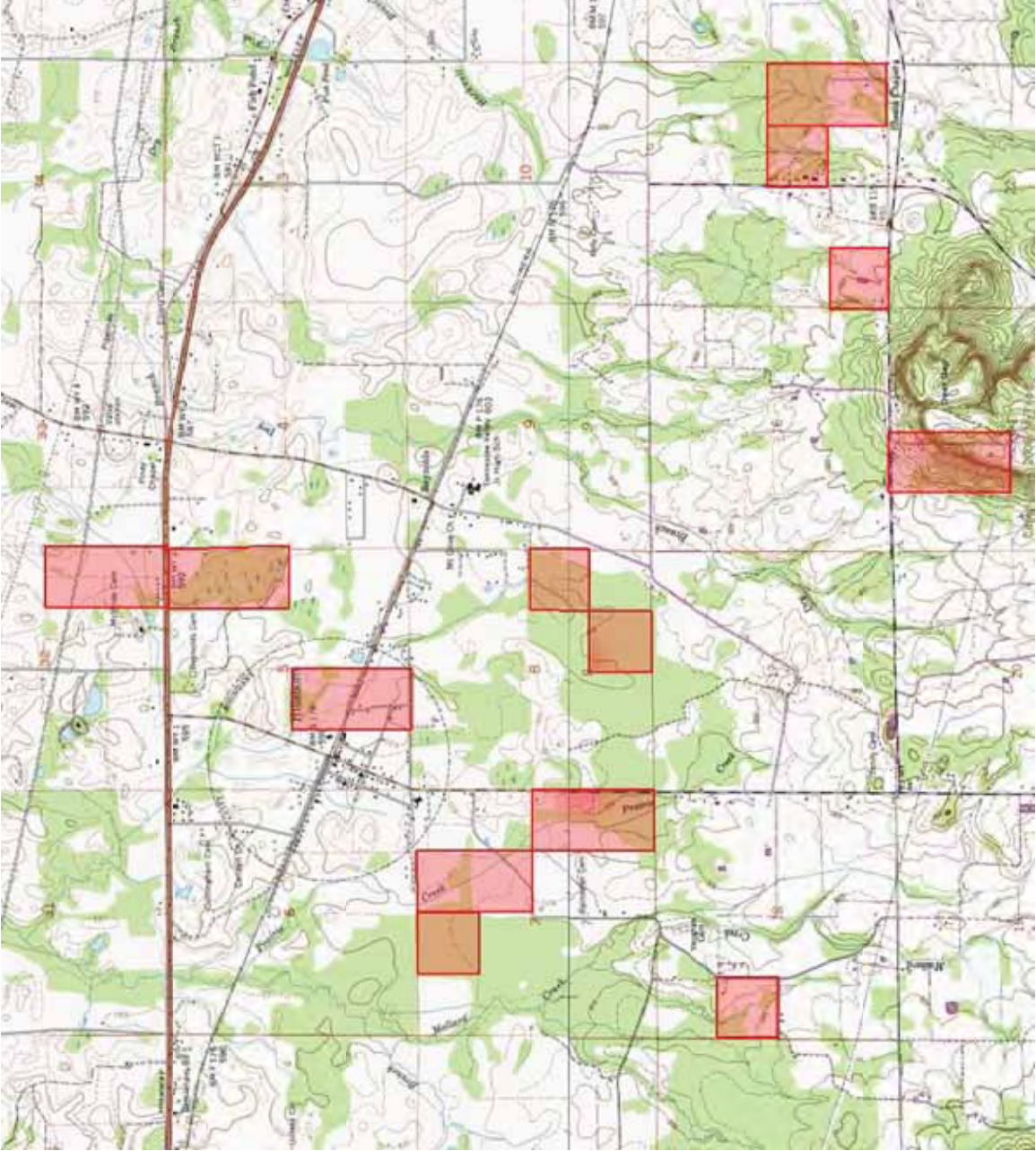
Township 5 S, Range 6 W, **Section 5** E1/2 of NE quarter, Patent # 6878 1835
Lawrence County Tract Book 1833 80.00 acres
Township 5 S, Range 6 W, **Section 5** E1/2 of SW quarter, conveyed by the State of
Alabama, Lawrence County Tract Book 1839 80.00 acres

Township 5 S, Range 6 W, **Section 7** E1/2 of SE quarter, Patent # 6879 1835
Lawrence County Tract Book 1833 80.25 acres
Township 5 S, Range 6 W, **Section 7** NE1/4 of NW quarter, Lawrence County
Tract Book 1839 40.13 acres
Township 5 S, Range 6 W, **Section 7** W1/2 of NE quarter, Lawrence County Tract
Book 1839 80.25 acres

Township 5 S, Range 6 W, **Section 8** SW1/4 of SE quarter, Lawrence County Tract
Book 1839 40.00 acres
Township 5 S, Range 6 W, **Section 8** NE1/4 of SE quarter, Lawrence County Tract
Book 1839

Township 5 S, Range 6 W, **Section 15**, E1/2 of SE quarter, Lawrence County Tract
Book 1839, Conveyed by the State of Alabama 80.00 acres
Township 5 S, Range 6 W, **Section 15**, N1/2 of W1/2 of SE quarter (NW1/2 of SE
quarter), Lawrence County Tract Book 1839, Conveyed by the State of Alabama
40.00 acres
Township 5 S, Range 6 W, **Section 15**, S1/2 of W1/2 of SW quarter (SW1/4 of SW
quarter), Lawrence County Tract Book 1839, Conveyed by the State of Alabama
40.00 acres

Township 5 S, Range 6 W, **Section 21** E1/2 of NW quarter, Lawrence County Tract
Book 1839 80.00 acres



Topographical Map Index

Lawrence County

Township 5 S, Range 6 W, **Section 24** E1/2 of SE quarter, Patent # 6880, 1835

Lawrence County Tract Book 1833 80.00 acres

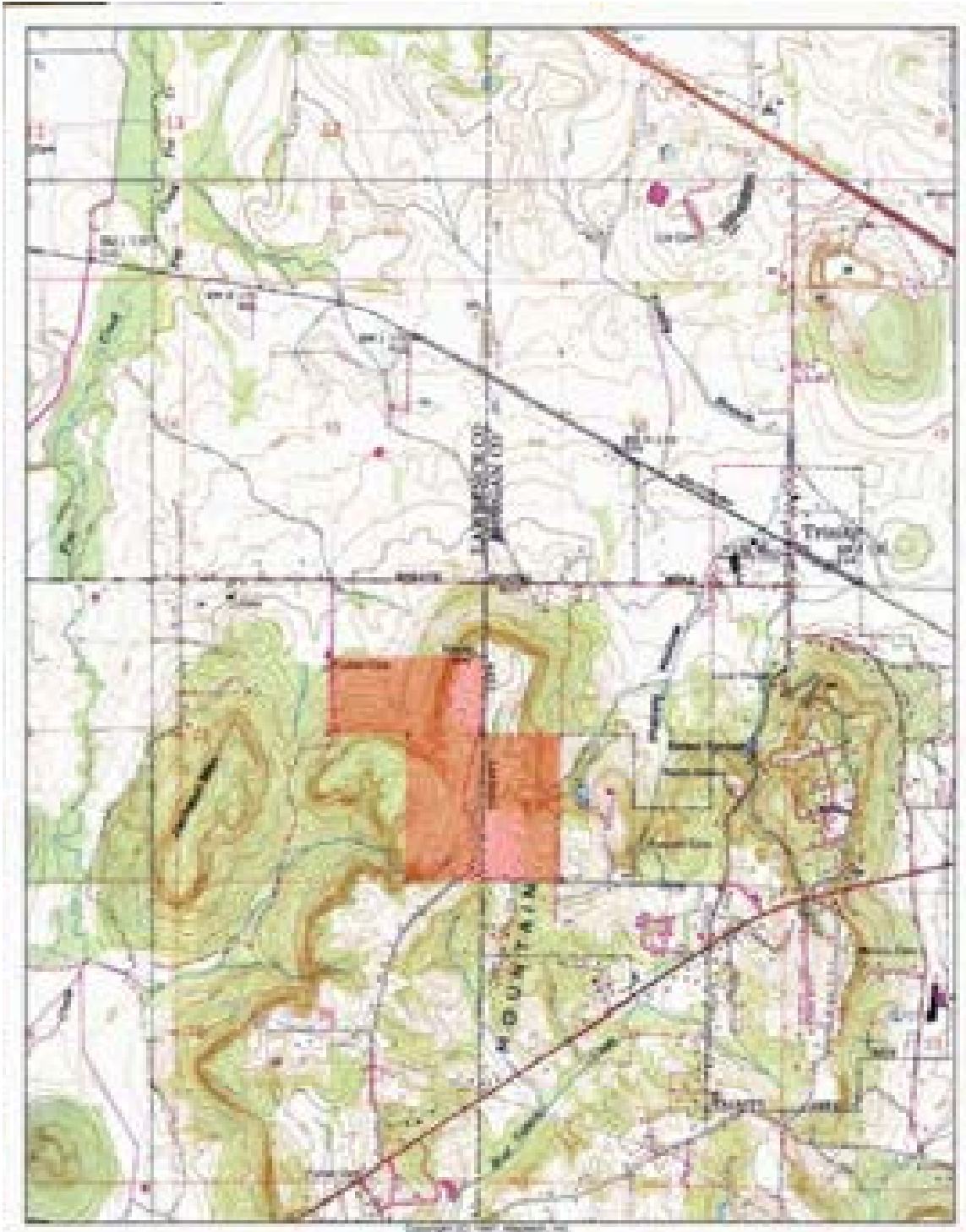
Township 5 S, Range 6 W, **Section 24** S1/2 of NE quarter, Patent # 6881, 1835

Lawrence County Tract Book 1833 80.00 acres

Morgan County

Township 5 S, Range 5 W, **Section 19** W1/2SW quarter, Patent # 6882, 1835

80.21 acres



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The Moulton Advertiser, June 27, 1996

Unknown Newspaper, May 16, 1965, article by John Knox (author of *A History of Morgan County, Alabama*)

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www.glorerecords.blm.gov

Chapter 3

Route of the Tuscumbia, Courtland, & Decatur Railroad Decatur Landing to Tuscumbia Landing

By: Gail King

The forty-five mile route of the Tuscumbia, Courtland, & Decatur Railroad traversed from the steamboat landing at the end of Bank Street in Decatur (See *Figure 3.3*), through the Tennessee Valley south of the Tennessee River, and terminated at Tuscumbia Landing on the Tennessee River. The upper steamboat landing was located in what is known as Old Decatur, because it was the earliest section of Decatur to be built due to steamboat traffic (Personal communication with John Allison, Morgan County Archives). The landing was very close to Rhodes Ferry which was owned by Dr. Henry W. Rhodes (TC&D Board member, who was sued for a debt by the TC&D RR and Benjamin Sherrod, see Chapter 2). According to a court record, Rhodes was given permission to establish a public ferry across the Tennessee River at the site of an earlier ferry, McDaniel Ferry. Rhodes Ferry was located at an old Indian crossing of the river. According to Owen (1921) Rhodes Ferry was the first name for the town of Decatur. Dr. Rhodes was a trustee in the Decatur Land Company, established in 1820, and when he turned his ferry over to this land company, it became known as the “Decatur Ferry.” In 1829 Rhodes built a rope and bagging factory, which was supplied by hemp he grew on the north side of the Tennessee River. In this venture he was later joined by Gen. Jesse Winston Garth, Simon Sykes, and Dr. Dancy, all wealthy men who had helped to develop the Decatur Land Company (Owen 1921: 474; Knox 1967: 32-33).

Decatur is located on the Tennessee River in an area known as “the head of the Shoals” due to the fact that navigating beyond this point was practically impossible before the Tennessee Valley Authority (1930s) dammed the river to make it much deeper so boats could pass over the immovable rock formation (McWilliams 1995: 12-13; Clapp 1955: 6-8). “In 1820 President James Monroe directed the surveyor general to set aside land for a town to be named Decatur in honor of Stephen E. Decatur (1779-1820), hero of the Battle of Tripoli in 1804 and a commodore of the U.S. navy during the War of 1812.” A post office was established in the town in 1825 and Decatur was incorporated in 1826 (Foscue 1989: 46).

From Decatur the route of the TC&D Railroad traveled slightly southwest through Fennel’s Turnout (Trinity), then turned to the northwest and traveled through Hillsborough, passed by Pond Spring Plantation (later the Wheeler Plantation), through Courtland, Jonesboro (Town Creek), Leighton (Crossroads), Tuscumbia, and terminated at Tuscumbia Landing (See the 1837 LaTourette Map in *Figure 3.1*).

Fennel’s Turnout/Trinity

The hills around Fennel’s Turnout (Trinity) were above the “mosquito belt” and considered very healthful, attracting plantation owners in the Tennessee Valley to live in the hills seasonally. Fennel’s Turnout was named for the Willie Fennel family, who migrated to Alabama in 1810, but was later named Trinity after the establishment of the Trinity Methodist Church in the community. Some members of the Fennel family moved to Leighton and into the Decatur Township and became one of the largest landowners between Trinity and Leighton. When Willie Fennel died in 1826, his son,

Colonel James Fennel took his place as a leader in the Trinity Community. A brief description of Fennel is given in the following excerpt:

James Fennel married Mary Curtis King, of a prominent Leighton family, in 1829 and built a large and elegant home between Trinity and Decatur called 'Walnut Grove.' He was not only a large-scale planter but a director of the Tuscumbia-Courtland & Decatur Railroad, which placed a special station for him where the tracks ran through his estate. He is credited with being the builder of the old Bank Building in Decatur, and the material came from his quarries on Trinity Mountain. Slaves on his plantation formed the building's huge columns and they were hauled to the site of installation in specially built ox-wagons. He died in July of 1849 (Knox 1967: 96-97).

As noted in Chapter Two of this report, James Fennel was the first president of the Branch of the Bank of the State of Alabama at Decatur. (See *Figures 3.16 and 3.17*) and was on the Tuscumbia, Courtland, & Decatur Railroad Board of Directors. The bank's relationship with the TC&D Railroad came to the attention of Congress, which is described in depth in Chapter Two (Johnson 1974: 37).

Courtland

The town of Courtland was another important stop on the railroad. The establishment of this town at its location was due to a nearby spring (Personal communication with Dee Dee Martin, Courtland). The town was first called Ebenezer and the name was changed to Courtland in 1819, when a federal court and land office was located in the town. It was incorporated on December 13, 1819. A post office was established there in 1825 (Owen 1921: 427; Foscue 1989: 41). After the incorporation of the Tuscumbia, Courtland, & Decatur Railroad, the first meeting of the Board of Directors was held in Courtland on February 11, 1832 and meetings continued at that location until December 12th, 1836. Ironically it was on this same day that James Fennell resigned as the agent at Decatur for the TC&D Railroad. A few meetings after December 1836 were held in Decatur, but then the meeting location shifted totally to the Rail Road Office in Tuscumbia (Journal of Proceedings of Tuscumbia, Courtland & Decatur R.R. Co., 1832-1843).

Courtland was the home of David Hubbard, when he was a member of the TC&D Railroad Board of Directors. (See *Figure 3.34*). The house still stands today in clear view from the railroad track. Owen (1921) gave a brief biographical sketch. Hubbard was born in Tennessee about 1792 and became a major while serving as a quartermaster under General Andrew Jackson in New Orleans (War of 1812). After the war, he came to Huntsville, Alabama, where he worked as a carpenter and studied law. Hubbard moved to Moulton, Lawrence County, Alabama, where he was heavily involved with the Alabama state legislature. After moving to Courtland in 1829, he became involved in buying and selling Chickasaw Land (Owen 1921: 854). In checking the General Land Office Records on the Bureau of Land Management website, scores of land patents were issued to Hubbard. These land patents included 12 lots in the Cold Water Townsite (Tuscumbia) (www.glorerecords.blm.gov) Numerous Creek Reservations were bought by Hubbard. The "Chickasaw Company," David Hubbard's enterprise, was made up primarily of eastern investors who worked directly with the Indians and operated under the name of New York and Mississippi Land Company in 1835 (Hubbard Papers 1807-

1871, Tennessee State Library and Archives). While serving as a U.S. Senator, he was on the *Committee on the Public Lands*. On April 4th 1840 Report No. 322, titled *Internal Improvement Companies in Alabama and Mississippi*, was submitted by Hubbard (26th Congress, 1st Session). David Hubbard's role with the Tuscumbia, Courtland, & Decatur Railroad only lasted a few years. Hubbard's first involvement with the TC&D Railroad was in 1833 when he was designated as secretary to the Board of Directors. He was elected to the TC&D Railroad Board of Directors in March 1834 and served until 1837. In the TC&D Railroad Minute Book is recorded the following information:

And whereas David Hubbard of Courtland Alabama did on the 20th of November in the year of our Lord 1837 convey to said company four sections of land situated in the county of Marshall in the state of Mississippi described as sections thirty-five and thirty six in Township one and Range four west and sections twenty nine and thirty-two in Township two and Range Four West which lands are certified to be of the value of twelve thousand five hundred dollars and are offered by the said Hubbard in lieu of and to be substituted for the property herein before described as conveyed by the said James Elliot and Thomas Keenan and to beheld in trust by said company for the same purpose.

Be it therefore resolved that the deed of this said David Hubbard conveying the lands before described be received by said company in lieu of and substituted for the Deeds of James Elliot and Thomas Keenan above described and that the deed of the said Elliot and Keenan be cancelled when the consent of the said Delafield (Phoenix Bank of New York) or the Holder of said Bonds shall be obtained for the canceling thereof (Journal of Proceedings Tuscumbia, Courtland & Decatur Railroad 1832-1843).

On April 8th, 1839 a startling event took place during a Board of Director's meeting when Benjamin Sherrod was authorized to settle the matter of releasing David Hubbard as a stockholder. On May 13, 1839 Sherrod declined the "duty assigned to him" by a resolution at the April 8th meeting. A new resolution was passed to form a committee of two (A. H. Walker and David Deshler) "to adjust said matter with said Hubbard agreeably to the Resolution" and to report their progress to the Board of Directors (Journal of Proceedings Tuscumbia, Courtland & Decatur Railroad 1832-1843). This apparently was a separating of the association between Hubbard and the TC&D Railroad.

Benjamin Sherrod lived four miles north of Courtland (as stated in Chapter Two) and today a building still stands on one side of the Courtland town square which displays the Sherrod name on its front. (See *Figure 3.40*). The railroad depot is on the opposite side of the town square and is located along side the railroad track. Information from a historical brochure about the depot's history states that the present-day building was built circa 1887. (See *Figures 3.38 and 3.39*). However the brochure does state that the "site served as a railroad depot between 1834 and 1980" and that "during the Civil War the railroad facilities were destroyed. The present structure, rebuilt after the war and now the town library, appears to be the fourth building on this site" (Courtland Historical District Tour, Alabama Historical Commission and local Courtland historians, Alabama Bureau of Tourism & Travel).

In spite of the loss of so many structures during the Civil War, Courtland still has several homes built during the 1830s. Included in this chapter are photos of extant homes which would have been seen from the TC&D Railroad passenger cars as they passed through the town. (See *Figures 3.30-3.36, 3.42-3.45*).

Town Creek (Jonesboro)

The TC&D Railroad travels northwesterly from Courtland to Town Creek (Jonesboro). A depot in Town Creek beside the railroad track is now a Senior Citizens Center. The building itself is of modern construction, however its proximity to the railroad is suggestive that it may be on the same site, if a depot was built at that location for the TC&D Railroad. (See *Figures 3.46-3.50*).

Leighton/Crossroads/Jeffers Crossroads

The next town on the TC&D route is Leighton, called Crossroads in the TC&D Minute Book. It was also known as Jeffers Crossroads and derived its name from the intersection of two major roads. It was named for William Leigh, who migrated there from Virginia. Leigh was the grand master of the Masonic Grand Lodge of Alabama in 1834. A Post Office was established there in 1831 (Foscue 1989: 83). One of the roads that intersected at Leighton was the Byler Road, which was the first toll road authorized after Alabama became a state in 1819 (Knox 1967: 34). The Byler Road, named after John Byler, ran from Tuscaloosa through Leighton (crossing the TC&D Railroad Track). Byler and his associates were authorized to operate the toll road at the following rates:

On a four-wheel carriage and team, seventy-five cents; on a two-wheel carriage, fifty cents; on a man and horse, twelve and one-half cents; on each pack horse, six and a fourth cents; for each head of cattle, one cent; for each head of hogs and sheep, a half cent (Moore 1934: 297).

No structures associated with the railroad exist in Leighton except what appears to be a loading dock of new construction adjacent to the railroad track. (See *Figures 3.54 and 3.55*).

Tuscumbia

One of the most exciting and bustling towns that the TC&D Railroad passed through was at the next stop. The town of Tuscumbia was located on a hill above a beautiful spring, named Big Spring. The amount of water flowing from this spring was estimated as 17,724 cubic feet per minute and provided a natural location for human occupation. With land cessions from both the Cherokee Nation and the Chickasaw Nation, white families began to move into the area and settle at the future location of Tuscumbia. General Coffee surveyed and laid off the town in 1817. "Its limits were a mile and a half east and west and a mile north and south. None of the streets are less than ninety-nine feet wide, and the commons on the margin are much wider, that on the north being 334 feet." (See Map of Tuscumbia below, *Figure 3.0*). In 1817 the area ten miles to the west of Tuscumbia were lands still owned by the Chickasaw Nation until the last land cession in 1834 (Keller 1888: 8-9; Eighteenth Annual Report, Part 2, 1896-1897. Map No. 1).

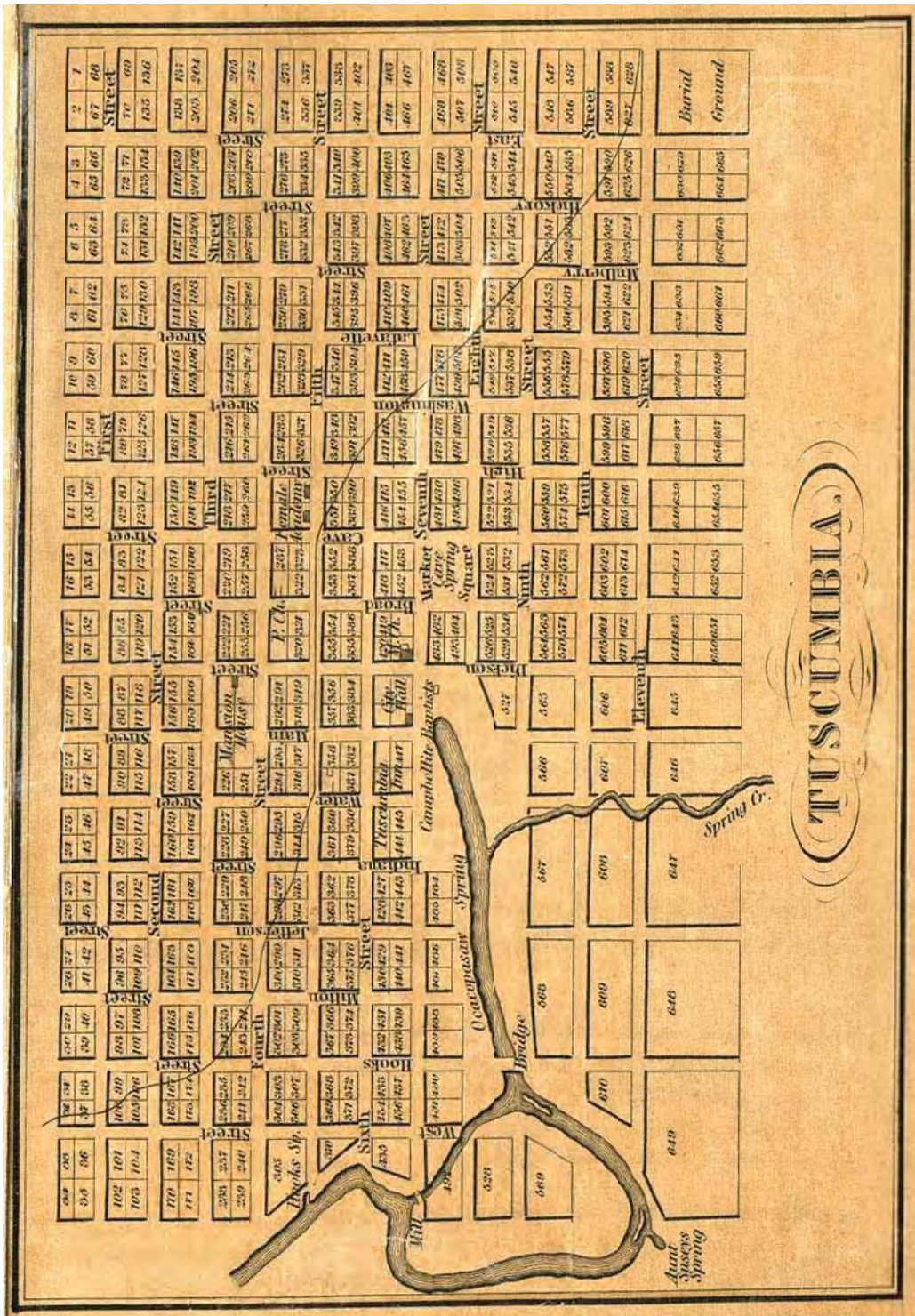


Figure 3.0. Detail of the John LaTourette map ca 1837. An Accurate map of the state of Alabama and West Florida. Town of Tuscumbia with route of the Tuscumbia, Courtland, & Decatur Railroad.

By the 1830s Tuscumbia became a large commercial center connected to the immense trade through Tuscumbia Landing. In 1831-1832 the railroad track of the Tuscumbia Rail Road Company was laid from Fifth and Main Streets in Tuscumbia to Tuscumbia Landing. In 1832 when the Tuscumbia, Courtland, & Decatur Railroad absorbed the Tuscumbia Rail Road Company, plans were made to lay railroad tracks eastward from Tuscumbia to the steamboat landing at Decatur. The 1837 LaTourette Map shows the exact route of the TC&D Railroad as it traveled through the town of Tuscumbia. The train traveled through Tuscumbia on Fifth Street passing by "Commercial Row," whose buildings are still standing today and occupied by modern businesses. Keller (1888) reported that it was here that Tuscumbia did a large wholesale business prior to the great financial crises of 1837. However, by the time of his writing, all of the "Commercial Row" stores were occupied and "in a good state of preservation" (Keller 1888: 9). "The seven adjoining brick buildings....were occupied by early commission merchants of Tuscumbia. The design and original interior trim suggest that Zebulon Pike Morrison, was the builder. The merchants were well located at the terminus of the Tuscumbia Railway (1832)." The *North Alabamian*, a newspaper published by Captain A. H. Keller, father of Helen Keller, operated in this row of buildings. The Colbert County Reporter is now located in one of the buildings and is in possession of Keller's old printing press (The Journal of Muscle Shoals History 1976: 30).

Tuscumbia Landing

The Tuscumbia, Courtland, & Decatur Railroad terminated at this flourishing steamboat port on the Tennessee River. Keller (1888) wrote the following:

For twenty-five years after this road (TC&D Railroad) was built there was an immense trade done with New Orleans by river. Magnificent steamers ran to that place, some of them carrying 6,000 bales of cotton. They were palatial in their appointments and accommodations for passengers. Parties in search of pleasure could find no pleasanter or more enjoyable pastime than an excursion on one of these elegant boats to the Crescent City. Other steamers ran regularly, as they now do, to the cities on the Ohio and to St. Louis; but the New Orleans trade was broken up soon after the completion of the Memphis & Charleston Road in 1857, which road bought the Tuscumbia and Decatur Road, and abandoned the branch to the Tuscumbia Landing (Keller 1888: 9)

In stating that the Memphis and Charleston Railroad bought the TC&D Railroad, Keller left out the fact that David Deshler bought the TC&D Railroad in 1847, when it was sold in bankruptcy. Deshler incorporated the old TC&D Railroad under the name, Tennessee Valley Railroad, and sold it to the Memphis and Charleston Railroad.

The following pages will focus on historical records of the Tuscumbia, Courtland, & Decatur Railroad in order to glean out references to structures associated with the development of the railroad. The existing records providing this information are the *Journal of Proceedings of Tuscumbia, Courtland & Decatur R.R. Co. 1821 – 1843* (TC&D Railroad Minute Book); the 1833 Engineer's Report and 1836 Engineer's Report by David Deshler, and newspaper articles written as eye-witness accounts pertaining to railroad structures.

TC&D Railroad Depots, Warehouses, and Associated Structures

Tuscumbia, Courtland, & Decatur Railroad Minute Book

Excerpts from the Minute Book (Journal of Proceedings of Tuscumbia, Courtland & Decatur R. R. Co., 1832 – 1843, which have been transcribed below are those containing information on structures associated with the railroad.

October 1832

On motion of Mr. Tarver Resolved that an agent be appointed whose duty it shall be to attend to the moving, storing, and forwarding all articles of produce and merchandise carried on the Rail Road or stored in the companies **ware House** at the **depot** at the end of the Road and also be the duty of said agent to open a set of Books suitable for the business in which shall be kept just and fair accounts of all & every kind of business done by the company either at the **depot on the River or in Tuscumbia**.

Resolved that Thomas Limerick be appointed the agent of this Company for the purpose of transacting the business of the company at the **depot on the Tennessee River** and also at the **Companies sheds in Tuscumbia** and that his appointment continue so long as both parties can mutually agree and that he receive such compensation as the company in their opinion shall think just and reasonable under all the circumstances and that he be governed by the advice & rules and ordinances of this Board.

May 1833

Resolved, That the company will build an addition to the East end of their **ware house at the Tennessee river** of the same width of the **present building** and seventy feet in length, and that publication for proposals for said building be made in the North Alabamian and Moulton Whig, and that separate proposals be received for building with brick – and wood and that the Engineer furnish specifications for the and that the said work be required to be completed by the first of November next.

On motion of Mr. Tarver

Resolved, That the company will build at or near the Cross Roads a **shed** for the reception of cotton, and close **ware house** sufficient for storing freight for the upper Country and that the engineer furnish the board at its next meeting specifications for said **shed and ware house**, to be built of brick frame or (word not legible) logs, also that publication be made for proposals for building the same to be received at the next meeting of this Board: the **shed** not to exceed 100 feet in length and 30 (feet) in width – the **house** one story high & 30 feet square.

On motion of Mr. Elliott

Whereas it is desired that one or more **turns out** be constructed from the rail road to any point or points on 6th Street in the Town of Tuscumbia. Resolved that the Engineer locate the same and that the work be completed under the superintendance of D. H. Goodloe, Thos. Keenan and B. Merrill provided the property owners on said street pay the cost of said **turnsout**.

On motion of Mr. Tarver

Resolved, That the Engineer be authorized to order wheels &c for ten cars, so as to have them ready for the Road by the middle of October – And that the engineer be further authorized to contract for and procure proper materials for a **whirling turn out** and each other **turns out** as may by him be deemed necessary.

On motion of Mr. Tarver,

Resolved, That the agent and Engineer report to the next meeting of this Board, what improvements may be necessary at the **depot** in Tuscumbia.

On motion of Mr. Tarver

Resolved, That David S. Goodloe and James Elliott be authorized to settle with William Cooper for the amount which the company shall pay for the land at the **depot on the Tennessee River** and report their proceedings to the next meeting of this Board provided that in case a settlement cannot be effected, that this resolution shall in no wise change or affect the contract now existing with said Cooper in regard to said lands.

August 1833

On motion of Mr. Rhodes

Resolved, That David S. Goodloe, Macajah Tarver, Js. Elliott and Branham Merrill constitute a building committee, who shall have the power to contract for the building of such **cotton sheds and other necessary buildings**, of a cheap character, at the Tuscumbia landing, and in the town of Tuscumbia as they may think the interest of the company requires, and that they be further authorized to purchase such lands as may be necessary for the purpose of their erection.

On motion of Mr. McRae

Resolved, That David Deshler and Thomas Limerick be appointed a committee to purchase two acres of land (or less quantity if they think it sufficient) lying on the Rail Road, at any point within one mile of the Cross Roads to erect a **warehouse**, if they believe it necessary for the company to do so.

September 10th, 1833

On motion of Mr. Tarver

Resolved that John L. McRae and David Deshler be appointed a committee to contract for and superintend the digging of a **well** at the Cross Roads and fixing a (word not legible) therein.

September 27th, 1833

On motion of Mr. Tarver

Resolved, That David Hubbard be appointed agent for the company to attend to all their business and interests at the Cross Roads near the County line for the following consideration and no other that is to say, the said company agree to build a **storehouse** at or near said **depot**, forty feet in length, and twenty four feet in breadth, finished suitably for business, the use and occupation of which is to be vested in said Hubbard, free from (word not legible), for the term of three years; provided he conforms to the rules and regulations of the company – The said Hubbard agreeing on his part to board at least two labourers employed by said company free of expense to the company, and to attend to receiving and forwarding all produce, goods, wares &c which may be received at said **depot** or required to be forwarded, and also to keep books of fair and

correct accounts of all the business done at said **depot** – the same to be kept under the directions of the principal agent – and the said company agree not to keep any goods, wares, or merchandize for sale at said depot their own account during the said term of three years.

On motion of Mr. Hubbard

Resolved, That a committee be appointed to contract for the building of a **depot in the town of Courtland**, at such place as the Engineer may direct, and that the President of the Board, David Deshler, and David Hubbard be appointed the committee for that purpose.

On motion of Mr. Tarver

Resolved, That David Hubbard, Branham Merrill and David Deshler be appointed a committee to contract for the building of a **store house** for the agent at the **Depot** at the Cross Roads, said house to be built of brick or frame at the discretion of the committee to be twenty four by forty feet (blank) Front side to out side, one story high, and said committee are authorised to fit up such temporary building for said agent as in their opinion may best comport with the interest of the company and of said agency.

November 1833

On motion of Mr. Merrill

Resolved, That it is expedient to put up a **shed** 20 by 40 feet and a **ware house** 20 feet square of cheap materials at Town Creek to be completed by the 15th of December

December 1833

On motion of Mr. Tarver

Resolved thatAlso the contract made by said Hubbard with James (word not legible) and his son to be employed in the service of the company as a machaneck &c, also the contract made with James Throckmoreton (sp?) as superintendent of the blacksmith's Department of a **car shop** for the term of three years at the rate of \$900.00 per annum.....

On motion of Mr. Hubbard

Resolved that Thos. F Limerick cause to be insured in New Orleans the companies **Ware House** at the **depot on the Tennessee River** to be effected to the amount of Six Thousand Dollars and also cause to be opened a policy for three thousand bales of cotton in said **Ware House** until the 1st day of April next or until the company shall order a discontinuance. Be it further Resolved that said agent be instructed to notify our customers generally of our having made insurance as aforesaid and require all of them to say whether they are willing to be charged for insurance and all who may agree to submit to the charge shall have their cotton insured and owners to a greater amt than three thousand (3000 bales) agree to pay insurance the said agent shall immediately order insurance for such except (end of resolution).

On motion of Mr. Hubbard

Resolved that Messr. Elliot, Tarver, and Limerick be appointed agents of this board to make regulations with the merchants of Tuscumbia as to the rates of receiving and forwarding commissions and freight from the **depot on the river** to Tuscumbia.

January 1834

On motion of Mr. Fennell

Resolved that it is expedient to build a **depot of stone and brick at Decatur**, a plan of which will be exhibited at the store of Sykes Barnitt and Co. and that the Engineer furnish plans for the same, and that the Secretary cause the same to be advertised for letting out to contract to be finished by the first day of October next, proposals to be addressed to the President of the board by the first Monday in March..

February 1834

On motion of Mr. McRae

Resolved, That the Engineer be directed to erect (word not legible) **turnouts** every two miles between Tuscumbia and Decatur provided the ground suitable for them can be found each two miles, if not as near as an Eligible situation can be had.

On motion of Mr. Rhodes

Resolved, That the Engineer be directed to report to the next meeting of the board a plan of all the **buildings** which the interest of the Company may require at the upper end of the Rail Road and at every other point on the Road.

On motion of Mr. Elliott,

Resolved, That the building Committee at Tuscumbia be authorized to make arrangements for building **cotton sheds and such other buildings** as may be necessary for the business of the company in time for the completion of the Road.

March 3rd, 1834

Upon motion it was Resolved that the proposal of G. Burnitt to build a **ware house at Decatur** – 150 feet by 100 (feet) of brick at the rate of \$8.00 per Thousand and four dollars per cubic yard for stone work be accepted by the company provided that he will agree to complete the same by the (blank) day of (blank) next and that the Engineer prepare a contract accordingly.

March 4th, 1834

On motion of Mr. Rhodes.

Resolved, That no company shall have the privilege of connecting any rail Road with the Tuscumbia, Courtland & Decatur Rail Road on the north side of said Road between Tuscumbia and Decatur.

Resolved, That the Engineer survey the most eligible route from the bank of the Tennessee river opposite the **Depot at Decatur** to the high land in the direction of Athens and Huntsville – and that the same be let to contract to be finished by the first of November.

On motion of Mr. Elliott

Resolved, That Col. Sykes, Rhodes and Fennell be a committee to contract for the building of the woodwork at the **large ware house** and the Brick Work of the **small ware house at Decatur**.

July 1834

The account of D. S. Goodloe for building a bridge across big Nance &c was presented and ordered to be paid, also the account of same for **ware house at Jones's** ordered to be paid.

On motion, Resolved that it is necessary to build a **Depot or Sheds** at such place **between Courtland & Decatur** and (word not legible) a committee be appointed to contract for the same and select the place or places.

September 1834

On motion of Mr. Elliott Resolved that the carriage on Cotton from above Courtland to the **Depot below Tuscumbia** shall be 50 cents per bale – and that salt be carried from Tuscumbia and the **Depot to Decatur** at 75 cents per barrel and 62 ½ cents pr. bag.

July 1835

The current expenses of this Agency (Tuscumbia Landing) at this time do not exceed \$300 pr. month, but a fair estimate pr. annum would probably be about \$10,000.

For that in Town (Tuscumbia)	\$1,000
Leighton	\$ 700
Jonesboro (Town Creek)	(blank)
Courtland	\$1,000
Hillsboro	(blank)
Decatur	(blank)

All of which is respectfully submitted

(Signed) T. Limerick
Agent

Principal Agency at Tuscumbia

August 1835

The committee consisting of M. Tarver and John L. McRae appointed to examine the books of the Decatur Agency, made their report, which was received, read and endorsed to be filed.

On motion of Mr. Tarver

Resolved, That the engineer of the company be authorized and requested to project and let out the building of a bridge across the road at the crossing of the first street, north of Davis Tavern, to be paid for by this company provided however that the work shall not be let out until the corporation of the Town of Decatur shall secure to the company, the right of way from their **office to the River**, and release the company from any obligation to build any other bridges or crossings across the rail road in said town, and further that the said Town shall grant to the Rail Road company, the priviledge of building such **tracts, houses, or sheds** in the street south of their present office as the company my require.

August 1836

On motion it was resolved that the Board go into an election of the following officers: two Agents (word not legible) for Tuscumbia Landing and Decatur, the General Superintendent and Treasurer and one secretary to the Board which resulted in the choice of the following Gentlemen who were declared duly elected viz, David Keller, Agent at Tuscumbia Landing, Jas. Fennell, **Agent At Decatur**, David Deshler General Superintendent & Treasurer and John Tice Secretary of the Board of Directors.

March 13th, 1837

The Committee appointed to lease the **warehouses at each end of the road** submitted a contract with Alexander Somerville, W. H. Reese &c and Rhea & Ross for confirmation by the Board, which when read and deferred for further consideration on tomorrow 14th inst.

March 14th, 1837

Resolved that the contract entered into by Benjamin Sherrod, B. Merrill, D. Deshler and M. Tarver, committee for the company with A Somerville, W. H. Reese &c and Rhea & Ross be accepted and confirmed by the Board provided the said parties of the second part agree to subscribe to the foregoing memorandum to be endorsed.

April 18th, 1837

Resolved that whereas Alexander Somerville and others, contractors for the Rent of the **Depots** &c having assented to the amendment proposed by the Board at its last meeting and signed the endorsement upon the same. It is therefore agreed that said contract and the endorsement made thereon be adopted and filed in the Treasurer's office.

May 8th, 1837

On motion it was resolved that the Board go into an election of an agent to fill the vacancy (word not legible) by the decease of David Keller. Said Agent to remain in service of the Company until the first of August next, unless the lessees of the **depots** shall sooner agree to take possession of the same.

January 8, 1838

Resolved that the Tuscumbia, Courtland & Decatur Rail Road Company propose entering into a copartnership with James a Johnston for the purpose of carrying on the **Blacksmith Shop, machine shop, wood shop and foundry** in the town of Tuscumbia and also for carrying on the Gin Making business.

Engineer's Report to the Board of Directors, March 4, 1833
Submitted by David Deshler (Direct Quotation)

Railroad Depot

Early last spring a site was selected for a Depot, at the termination of the Railway, at the Tennessee River. Contracts were immediately entered into for the different parts of the work, and the building commences with the view, if possible, to have it accomplished by the first day of December, last. But from various causes the work did not progress

with that celerity that had been expected, and finally the winter and bad weather set in, since when much could not be done. The brick work has been up some time, and the carpenters are now engaged in finishing their part of the work. The inclined plane being nearly finished, and the floors nearly laid down, it is hoped that the house will in a few days be of use to the company for their receiving and shipping business, which has thus far been attended with much extra labor and expense. In regard to the plan and location of the warehouse, it will probably suffice to say, that it is located upon an elevated point of land near the junction of Spring creek with the Tennessee river. The building is 75 feet in a parallel direction with the river, extending back sixty feet, three stories high, the first of strong rubble masonry, the other two of brick work, the upper floor – being the one on a level with the Railroad – is elevated above high water mark 62.37 feet, and above the lowest water mark, 85.75.

The front next to the river is set back 105 feet, horizontal distance, from the edge of low water. An inclined plane is erected, passing from the edge of low water into the house, upon the second floor, and terminating upon the upper floor.

This inclined plane is designed to be worked by horse power, when proper gearing, the construction of which is in progress, shall have been erected back of the house for that purpose. For the present a wheel and axle will be used. A floating wharf will be constructed to accommodate itself to the inclined plane, at the different stage of the water in the river, along side of which boats will land and discharge their freight, to be elevated into the warehouse by means of the inclined plane. A memorandum marked D is annexed, containing some calculations and further explanation relative to the above.

The two lower stories of the house are expected to be used for the storage of cotton, which is received into the house by means of a schute or schutes, discharged again by another construction of the same kind, conducting the cotton to, and upon, the floating wharf above mentioned. The following certificates upon the Treasurer of the Company have been granted on account of the above described work, viz;

To Manly H. Davis, for the stone work	\$1,397.56
To David S. Goodloe, for stone work	194.75
To C. C. Carlton for stone work	42.31
To S. J. & G. O. Ragland for brick work	<u>500.00</u>
	\$2,134.62

The final estimates not having been made, it cannot be accurately ascertained what the whole cost of the work will amount to: but we shall be pretty near the truth in estimating it at \$7,000.00.

Engineer's Report to the President and Board of Directors - August 1, 1836
Submitted by David Deshler

Although images of the original Engineer's Report is included in Chapter Two, the information listed here will focus only on property owned at each point along the TC&D Railroad's route. The following is an itemized list of what was owned from the steamboat landing at Decatur to Tuscumbia Landing:

Decatur – Wharves, warehouses, machinery, and all real estate.

Fennell's Turnout, Hillsborough, Courtland, Jonesborough, and Leighton – Consisted of warehouses, water-stations, stables.

Tuscumbia – Several lots of ground, warehouses and offices in Tuscumbia Rail-Road Works – consisted of a lot of ground, occupied by Company's shops and foundry.

Tuscumbia Landing – Four acres of land, wharves, warehouses, machinery, and offices.

Newspaper Accounts

W. A. Raney moved to Decatur in 1851 and gave the following account of the railroad history in the area:

In the spring of 1852 the Tennessee Valley road sold out to the M & C railroad (Memphis and Charleston) and the M & C railroad bought the right-of-way from the Tennessee Valley and all depots; but the old iron was retained, torn up, sent to New Orleans and sold. We had no railroad in Decatur for nine months in 1852. Passengers and mail came here from Chattanooga, and were sent by stage from here to Tuscumbia. Leroy Sims & Bro., of Holly Springs, Miss., were the contractors, and ran two large four-horse stages each way daily. I was living at McCartney's hotel, and kept account for the stage line. The stages ran until the new road was finished to Decatur, which was in the fall of 1853. The railroad bridge was commenced in the summer of 1852. Soward, Hobart & Co. were the contractors. Not many people know that the first pier put in was on the other side of the river. It was; and they came this way. I will tell why: The valley road (Tennessee Valley Railroad) had a **large brick depot** on this side and that had to be taken out of the way. A part of the old walls can be seen there now.

That old road had a **depot in the middle of Market street**. It sat up higher than the road is now, and all heavy goods going to East Town had to be run down to the river depot on an incline push car, ropes and horses. Same way at Tuscumbia landing. (*New Decatur Advertiser*, Reprinted in the *Leighton News*, January 30th, 2003).

The **North Alabamian** ran an advertisement dated May 20, 1837 for Somerville, Reese & Co. to Planters & Merchants. The ad reads as follows:

Somerville, Reese & Co.

Respectfully inform their friends and the public, that they have leased the **Rail Road Warehouses at both ends of the Road**, together with the **Warehouse in Tuscumbia**, and the Rail Road from Tuscumbia to the River, for the purpose of transacting the business at those points which has heretofore been managed by the Company.....The business at the Tuscumbia Landing will be managed by Alexander Somerville; at Tuscumbia by W. H. Reese & Co.; at Decatur by Rhea & Ross.

Mapping of the Tuscumbia, Courtland, & Decatur Railroad

The following pages will display maps compiled by the use of a Global Positioning System unit of the TC&D Railroad route. The route of the railroad was identified by the use of historical maps, locating the present-day route of Norfolk Southern Railroad, and physically locating the abandoned portion of the TC&D Railroad.

Photos were taken along the route, with historical photos added to help identify possible structures once associated with the TC&D Railroad and to document extant structures.

Waypoint and Map Index

By: Marty King

The Waypoint Numbers Are For Map Reference Only. All Numbers Go From East to West. They Do Not Flow In Numerical Order.

Decatur, Alabama

001 ----- Old State Bank Building, Decatur, Alabama. *See Map 3.2. See Figures 3.8, 3.15, 3.16 and 3.17.*

001 1. ----- Rhodes Ferry Park. *See Map 3.2.*

002 ----- Old Decatur Steamboat Landing. *See Map 3.2. See Figures 3.9, 3.10, 3.11 and 3.12.*

002 1. ----- “The Cut” Near the Tennessee River, Decatur, Alabama. *See Map 3.2. See Figure 3.13.*

003 ----- Bank Street, Corner of Harborview CT NE. and Harborview Dr., Decatur, Al. *See Map 3.2.*

003 1. ----- Burleson House, Circa 1836, Decatur, Alabama. *See Map 3.2. See Figures 3.22, 3.23 and 3.24.*

004 ----- Old Depot Site. A Condominium Sits There Today. Decatur, Alabama. *See Map 3.2. See Figure 3.5.*

004 1. ----- Rhodes Ferry Parking Lot, Decatur, Alabama. *See Map 3.2.*

Trinity, Alabama

024 ----- This Waypoint was Taken West of Decatur, Alabama at the Trinity Rail Road Crossing. *See Map 3.3. See Figure 3.25 and 3.26.*

Hillsboro, Alabama

006 1. ----- Hillsboro, Alabama Rail Road Crossing. *See Map 3.4. See Figure 3.27.*

007 1. ----- The Wheeler House, Circa 1818. Approximately 3.5 Miles West of Hillsboro, Alabama. *See Map 3.5. See Figures 3.28 and 3.29.*

008 1. ----- Spring Pond at the Wheeler House. See 007 1. *See Map 3.5.*

Courtland, Alabama

- 009 1. ----- Hubbard House, Circa 1825. *See Map 3.6. See Figure 3.34.*
- 010 1. ----- Peter Torian House, Circa 1830. *See Map 3.6. See Figures 3.30, 3.31, 3.32 and 3.33.*
- 011 1. ----- Tweedy House, Circa 1825. *See Map 3.6. See Figures 3.35 and 3.36.*
- 012 1. ----- Courtland Rail Road Depot. *See Map 3.6. See Figures 3.37, 3.38 and 3.39.*
- 013 1. ----- Wells House, Circa 1830. *See Map 3.6. See Figures 3.44 and 3.45.*
- 014 1. ----- Harris-Simpson House, Circa 1820. *See Map 3.6. See Figures 3.42, 3.43 and 3.45.*
- 015 1. ----- Courtland Spring, Flows Into Big Nance Creek. *See Map 3.6.*

Town Creek, Alabama

- 016 1 ----- Corn Field East of Town Creek, Alabama. *See Map 3.7. See Figure 3.53.*
- 017 1 ----- Tavern Built, Circa 1820's. *See Map 3.7. See Figure 3.51.*
- 018.1 ----- Town Creek, Alabama Rail Road Crossing. *See Map 3.7.*
- 019 1 ----- Town Creek Rail Road Depot. *See Map 3.7. See Figures 3.46, 3.47, 3.48, 3.49 and 3.50.*

Leighton, Alabama

- 020 1. ----- Leighton, Alabama Rail Road Depot Foundation. *See Map 3.8. See Figures 3.54 and 3.55.*

Muscle Shoals, Alabama

- 005 ----- Norala Junction, End of the Original TC&D Rail Road Bed Which is Now a Dirt Access Road for Norfolk Southern Rail Road, Muscle Shoals, Alabama. *See Map 3.9. See Figure 3.56.*
- 006 ----- Point on Norfolk Southern's Access Road. *See Map 3.9. See Figure 3.56*
- 007 ----- Point on Norfolk Southern's Access Road. *See Map 3.9.*

008 ----- Norfolk Southern's Dirt Access Road Meets Asphalt Road (Fairground Road) Maintained By Muscle Shoals, Alabama. The Asphalt Road Was Built Over the Old TC&D Rail Road Bed. *See Map 3.9.*

009 ----- Point Taken At Southern Fasteners and Rental System Building, (Fairground Road), Muscle Shoals, Alabama. *See Map 3.9.*

010 ----- Intersection of Fairground Road and Woodward Road. *See Map 3.9.*

011 ----- Waypoint Taken on Coventry Drive. *See Map 3.9.*

012 ----- Waypoint Taken At the Halfway point on Coventry Drive. *See Map 3.9.*

013 ----- Waypoint Taken At the Substation and Book Smart Warehouse Gate. *See Map 3.9.*

014 ----- Opposite Side of the Substation Lot Gate. *See Maps 3.9 and 3.10.*

015 ----- Waypoint Taken In the Backyard of a Privately Owned Home. The Old Rail Road Bed is, in spite of all the years, clearly visible. *See Map 3.10.*

Tuscumbia, Alabama

022 1. ----- The Corner of East Commons Street South and East 11th Street, Tuscumbia, Alabama. *See Map 3.10.*

016 ----- The Deshler Family Burial Plot, Oakwood Cemetery, Tuscumbia, Alabama. *See Maps 3.10 and 3.11. See Figures 3.57 and 3.58.*

023 1. ----- Waypoint Taken Between East 10th and 11th Street on South East Street, Tuscumbia, Alabama. *See Map 3.11.*

024 1. ----- Waypoint Taken on East 10th Street ¼ Block East of South Hickory Street, Tuscumbia, Alabama. *See Map 3.11.*

025 ----- Waypoint Taken on South Hickory Street ¼ Block North of East 10th Street, Tuscumbia, Alabama. *See Map 3.11.*

026 ----- Waypoint Taken From the SE Corner of South Mulberry St. to the NW Corner of S. Mulberry on East 9th Street. *See Map 3.11.*

027 ----- Waypoint Taken ¼ Block East of S. Lafayette Street on East 8th Street to ¼ Block N. of the Corner of East 8th and S. Lafayette Street. *See Map 3.11.*

028 ----- Waypoint Taken At the Cut in Tuscumbia, Alabama Where Chicken Died. *See Map 3.11. See Figures 3.67 and 3.68.*

029 ----- Waypoint Taken ½ Block East of S. Washington Street on E. 7th Street to the NE Corner of S. Washington Street and E. 7th Street. *See Map 3.11.*

030 ----- Waypoint Taken ½ Block East of S. Washington Street on E. 7th Street to the NE Corner of S. Washington Street and E. 7th Street. *See Map 3.11.*

031 ----- Waypoint Taken ¾ Block E. of S. High Street on E. 6th Street. *See Map 3.11.*

032 ----- Waypoint Taken Cutting the NE Corner of E. 6th Street and S. High Street. *See Map 3.11.*

033 ----- Waypoint Taken ¼ Block E. of S. Cave Street and E. 5th Street. The Track Runs W. on E. 5th Street and Crosses Main Street Where E. 5th Street Changes to W. 5th Street. *See Map 3.11.*

Waypoints 017-020 Were Taken At a Latter Date. They Run East to West Down the Center of Fifth Street in Tuscumbia, Alabama. Their Proper Order Comes After Waypoint 033. *See Map 3.11 and part of 3.12.*

034 ----- Waypoint Taken At W. 5th Street and N. Water Street the Track Turns NW at the NE Corner of N. Water and W. 5th Street Where It Runs Parallel to W. 5th Street About a ¼ Block N. of W. 5th Street. That Places It Directly Behind the Existing Tuscumbia Rail Road Museum. It Then Crosses N. Indian Street, (Indiana Street on the 1837 LaTourrette Map). *See Map 3.12.*

035 ----- Waypoint Taken at the Present Tuscumbia Rail Road Museum. *See Map 3.12. See Figures 3.64, 3.65 and 3.66.*

036 ----- Waypoint Taken Where the Rail Road Bed Exits the SE Corner of N/S Jefferson Street About ¼ Block South of W. 4th Street and Touches the SW Corner of W. 4th Street and N. Jefferson. *See Map 3.12.*

037 ----- Waypoint Taken From Where the Rail Road Bed Runs Diagonally Across W. 4th Street to Touch the NE Corner of N. Milton and W. 4th Street. After Crossing N. Milton It Enters the Next Block at the NW Corner of N. Milton and W. 4th Street Where it Runs From SE to NW Through That Block. *See Map 3.12.*

038 ----- Waypoint Taken Standing in the Middle of N. Hook Street. The Old Rail Road Bed Can Be Seen Telegraphing Through the Asphalt and Running Off Into a Slight Depression in the Hedge Row Across the Road. *See Map 3.12. See Figure 3.69.*

039 ----- Old TC&D Rail Road Bed Before Crossing W. 2nd Street. *See Map 3.12.*

040 ----- Location of an Old Track on the TC&D Rail Road Bed, Sheffield, Alabama. From This Point On The Waypoints Are In the City of Sheffield, Alabama. *See Map 3.12. See Figure 3.63.*

Waypoints 021-023 Were Taken At a Later Date. They Run East to West Close to the Entrance of The Tuscumbia Landing Historic Site. The Three Waypoints Fall Into Place After Waypoint 040. **See Map 3.12 & 3.13**

041 ----- Location of TC&D Rail Road Trestle. Feature is to This Day Visible. *See Map 3.13.*

042 ----- Parking Lot At the Entrance to the Tuscumbia Depot Historic Site. *See Map 3.13 and 3.14.*

Tuscumbia Landing Historic Site

043 ----- Tuscumbia Railway Company Depot, Level 3. *See Map 3.14.*

044 ----- SE Corner of Tuscumbia Railway Depot Level 2. *See Map 3.14.*

045 ----- SW corner of Tuscumbia Railway level 2. *See Map 3.14.*

046 ----- NW “T” Tuscumbia Railway Level 2. *See Map 3.14.*

047 ----- NE corner Tuscumbia Railway Level 2. *See Map 3.14.*

048 ----- SW corner Tuscumbia Railway Level 1. *See Map 3.14.*

049 ----- NW corner Tuscumbia Railway Level 1. *See Map 3.14.*

050 ----- NE corner Tuscumbia Railway Level 1. *See Map 3.14.*

051 ----- Possible Out building Associated With The TC&D Rail Road. *See Map 3.14.*

052 ----- Square Head Nail and 6 or 7 Inch Rail Road Spike Found. The Spike Dates to the Early 1830’s According to a Local Rail Road Historian. *See Map 3.14.*

053 ----- TC&D Rail Road Bed Depression. *See Map 3.14.*

054 ----- Site where TC&D Rail Road and Tuscumbia Railway Co. Rail Road Met (the Y). *See Map 3.14.*

055 ----- Possible Confederate Earthworks.

056 ----- Cistern (Sewer) With Pipe Running Toward the Tennessee River. Date of Construction Unknown. *See Map 3.14.*

057 ----- Possible Campsite for Cherokee, Whiteley Detachment, Unloading From TC&D Rail Road Cars to Wait for the Steamboat to Arrive. The Steamboat Would Take Them West to Indian Territory, (Oklahoma). *See Map 3.14.*

058 ----- TC&D Rail Road Bed Next to Possible Campsite Described in 057. *See Map 3.14.*

059 and 060 Two Out of Three Known Possible Burial Depressions. According to the Whiteley Detachment Cherokee Removal Records, Four Cherokee Children Died At Tuscumbia Landing. An Archaeology Project Using Ground Penetrating Radar, (GPR), Will Soon Begin at the Tuscumbia Landing Historic Site. The Radargrams Will Determine if the Depressions Are Graves. *See Map 3.14.*

61----- The Rail Road Bed Used By Both the TC&D Railway Company and the TC&D Rail Road Before the TC&D Rail Road Absorbed the TC&D Railway Company by Contract. *See Map 3.14. See Figure 3.71.*

062 ----- The Face at Tuscumbia Landing. *See Map 3.14. See Figure 3.75.*

063 ----- Point at the Tennessee River. Prehistoric Site. *See Map 3.14. See Fig. 3.74.*

064 ----- Spring Creek Meets the Tennessee River. *See Map 3.14. See Figure 3.76.*

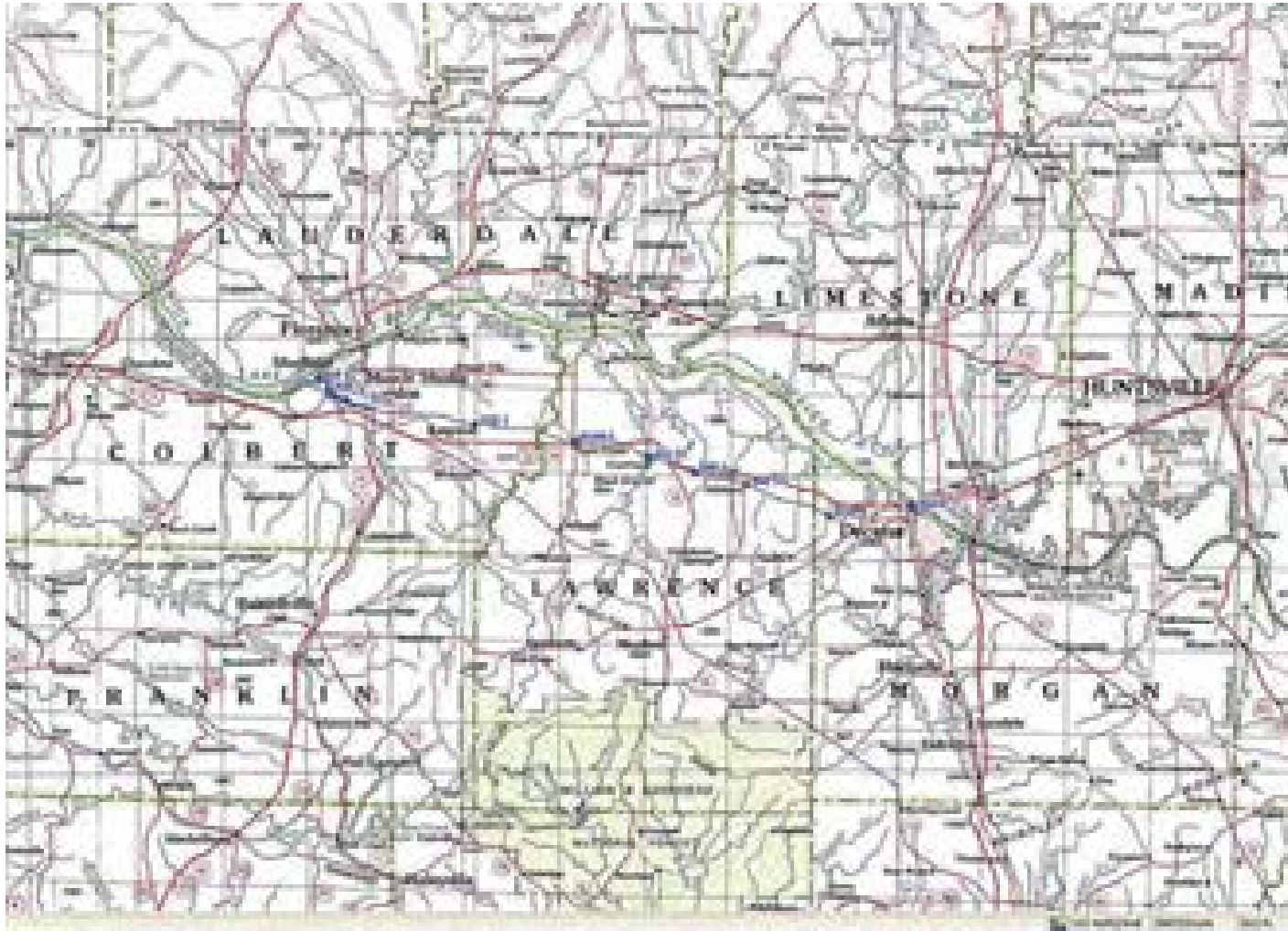
065 ----- Brick Steps to Level 2 of the Rail Road Depot. *See Map 3.14.*

066 ----- Tuscumbia Railway Rail Road Bed. *See Map 3.14.*

067 ----- Tuscumbia Courtland & Decatur Rail Road Bed. *See Map 3.14.*

068 ----- TC&D Rail Road Depot Entrance. *See Map 3.14.*

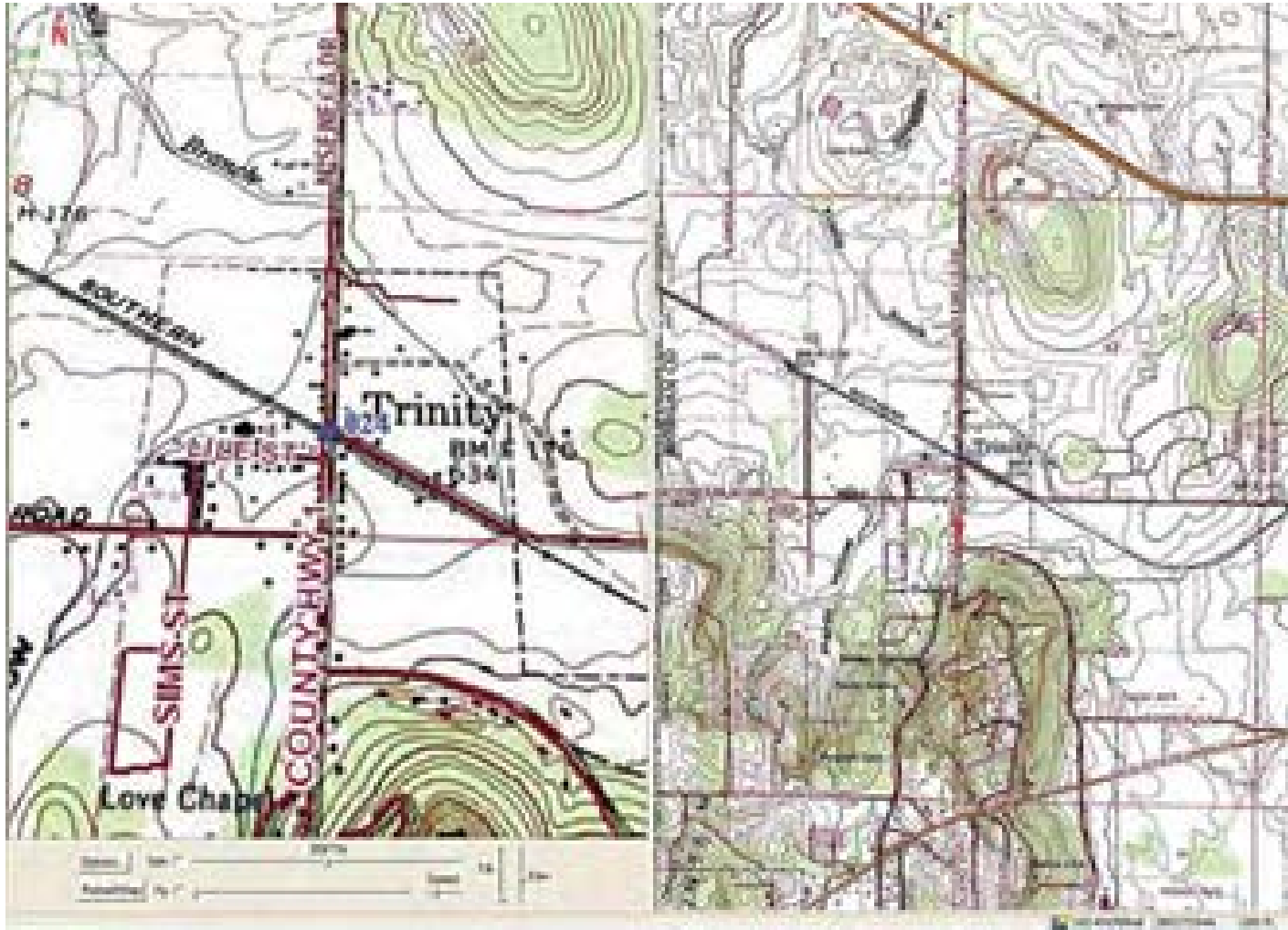
069 ----- Tuscumbia Railway Depot Entrance. *See Map 3.14.*



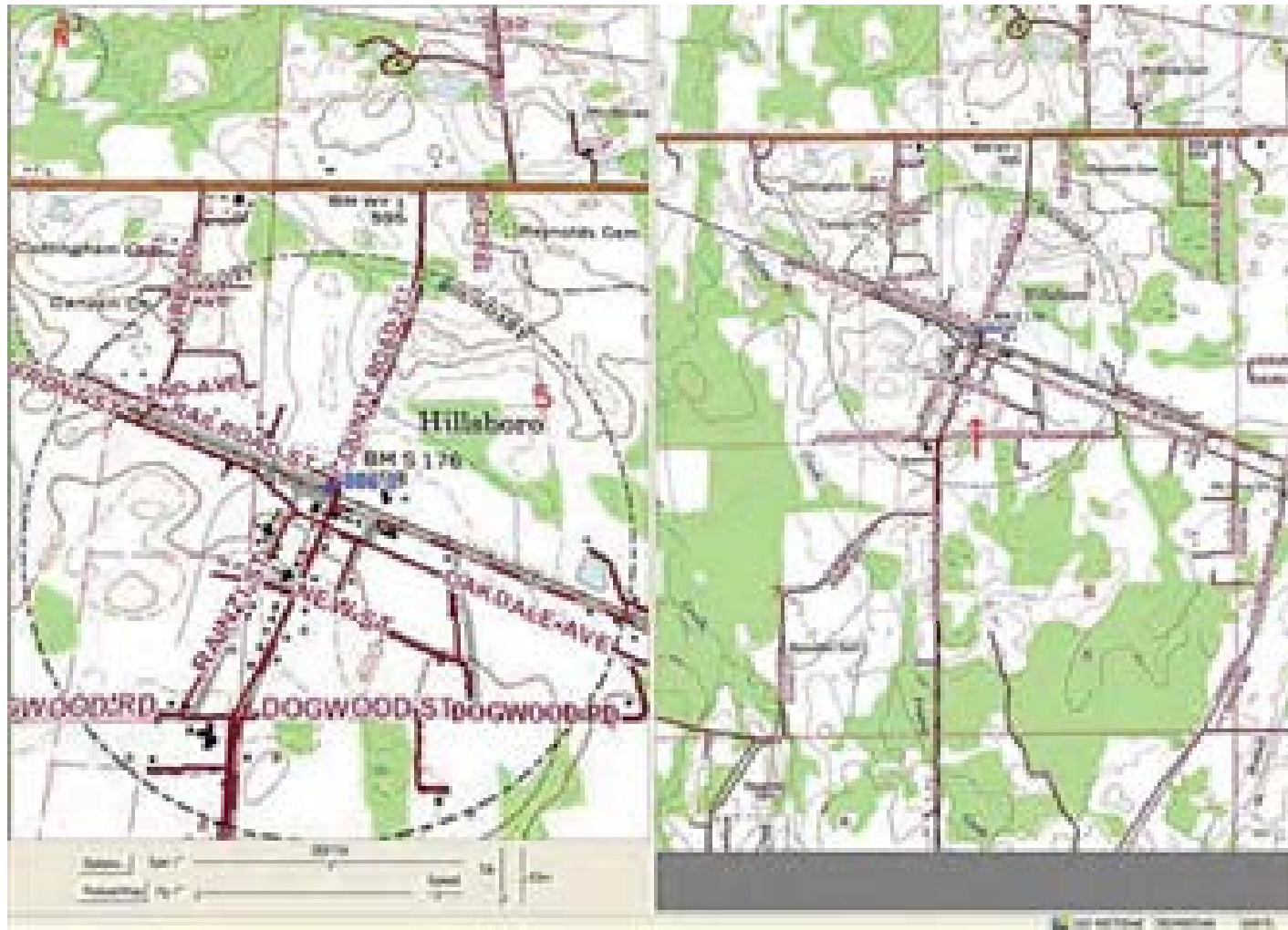
Map 3.1 Tuscumbia, Courtland and Decatur Rail Road route from Decatur to Tuscumbia Landing, Alabama. The map is from National Geographic TOPO!V4.2.6. Digitized with additions by Marty King.



Map 3.2 “Old Decatur”. The map is from MapSource – TOPO – VERSION 3.02. Digitized with additions by Marty King.



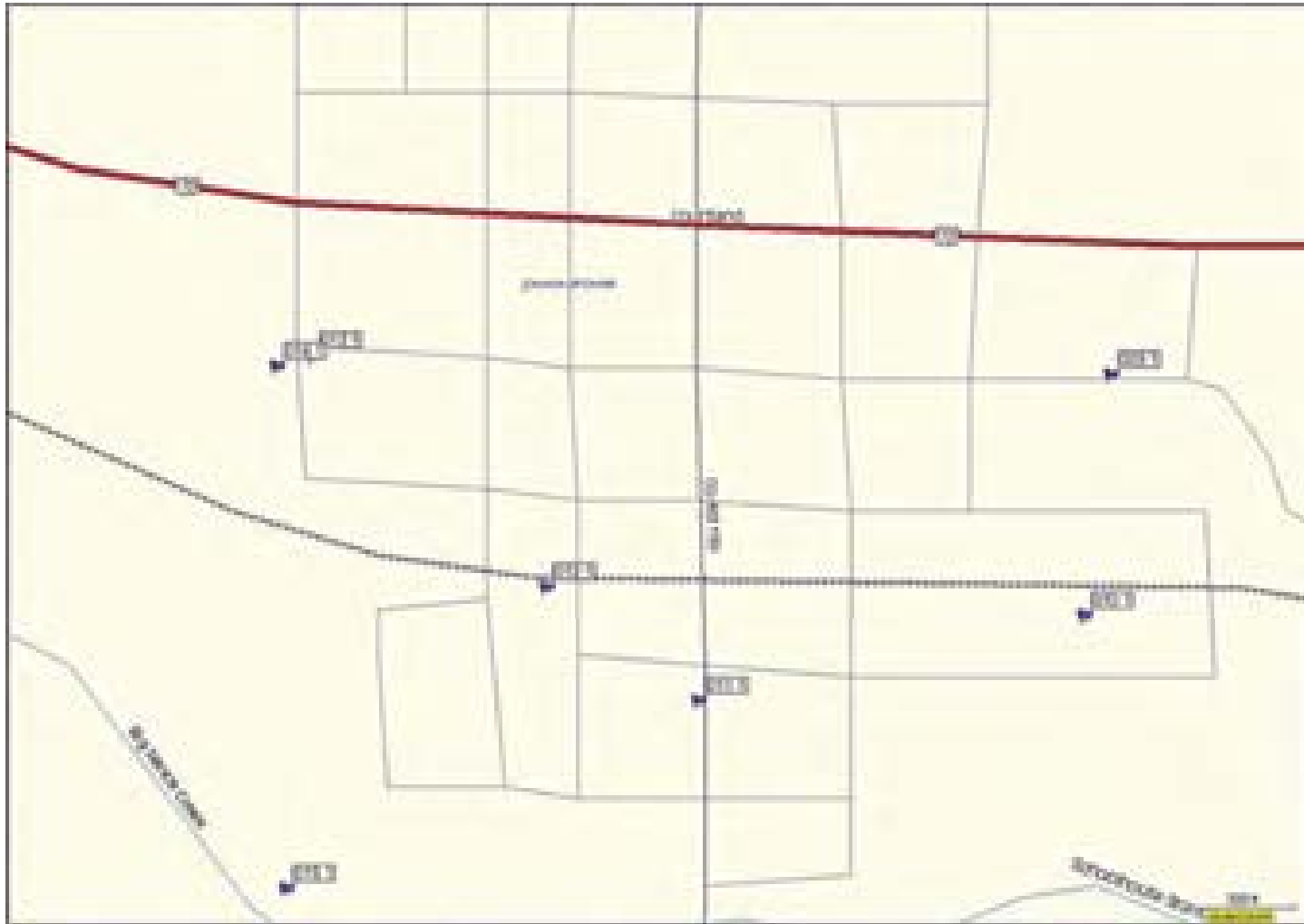
Map 3.3 Trinity, Alabama. The map is from National Geographic TOPO!V4.2.6. Digitized with additions by Marty King.



Map 3.4 Hillsboro, Alabama. The map is from National Geographic TOPO!V4.2.6. Digitized with additions by Marty King.



Map 3.5 The Wheeler Home west of Hillsboro, Alabama. The map is from National Geographic TOPO!V4.2.6. Digitized with additions by Marty King.



Map 3.6 Courtland, Alabama. The map is from MapSource – TOPO – VERSION 3.02. Digitized with additions by Marty King.



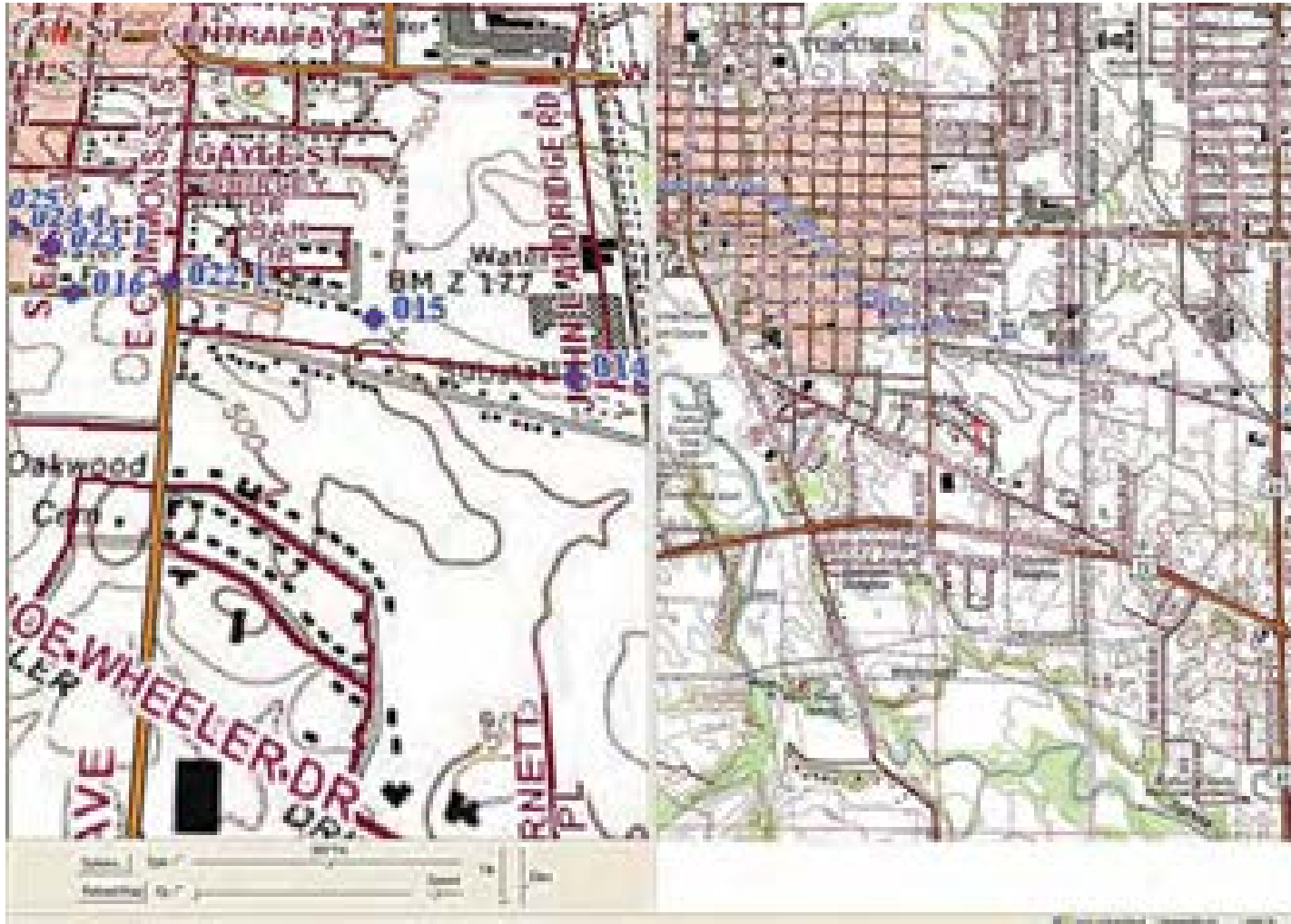
Map 3.7 Town Creek, Alabama. The map is from MapSource - TOPO - VERSION 3.02. Digitized with additions by Marty King.



Map 3.8 Leighton, Alabama. The map is from MapSource - TOPO - VERSION 3.02. Digitized with additions by Marty King.



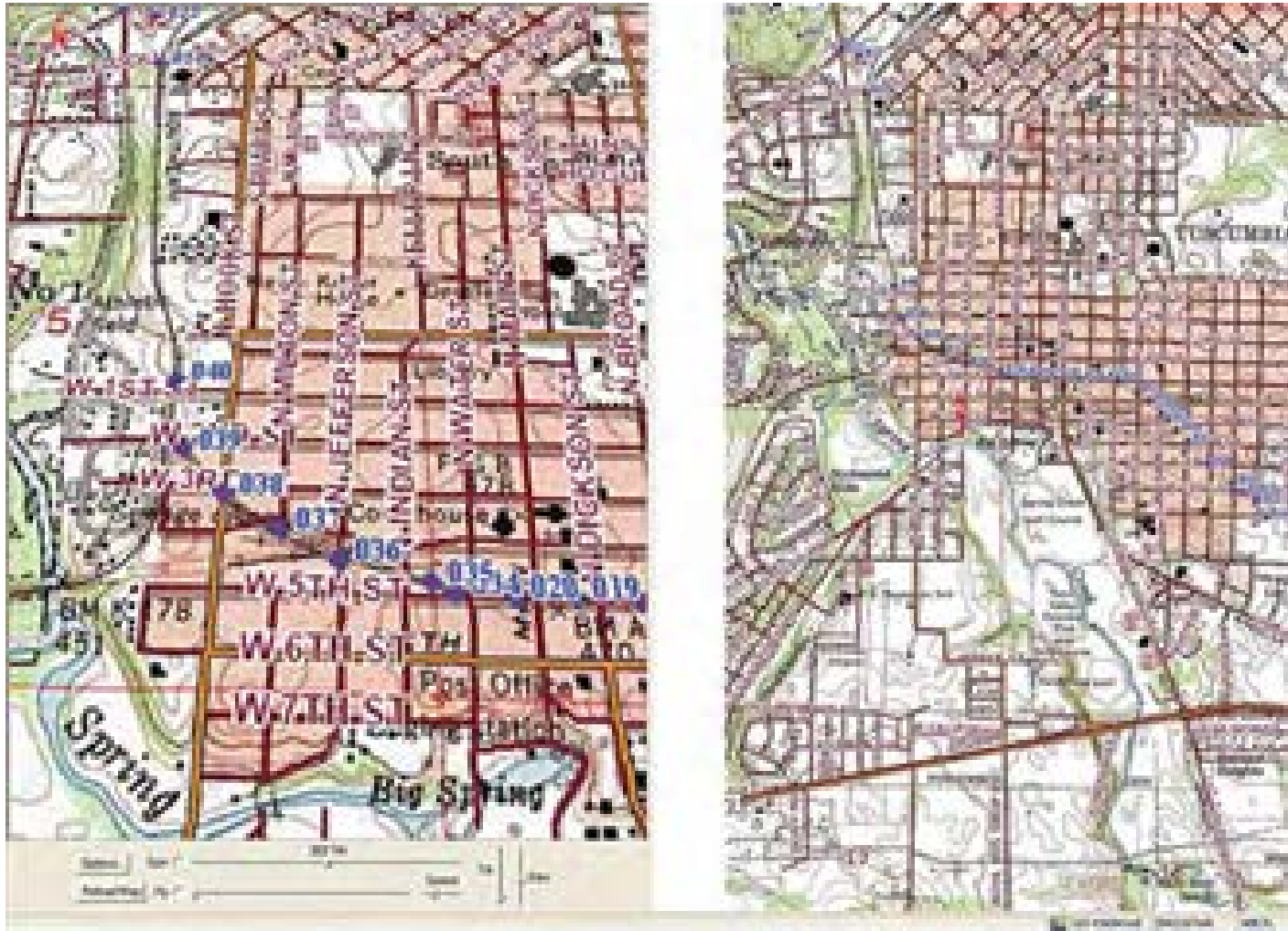
Map 3.9 Norala Junction, Muscle Shoals, Alabama. The map is from National Geographic TOPO!V4.2.6. Digitized with additions by Marty King.



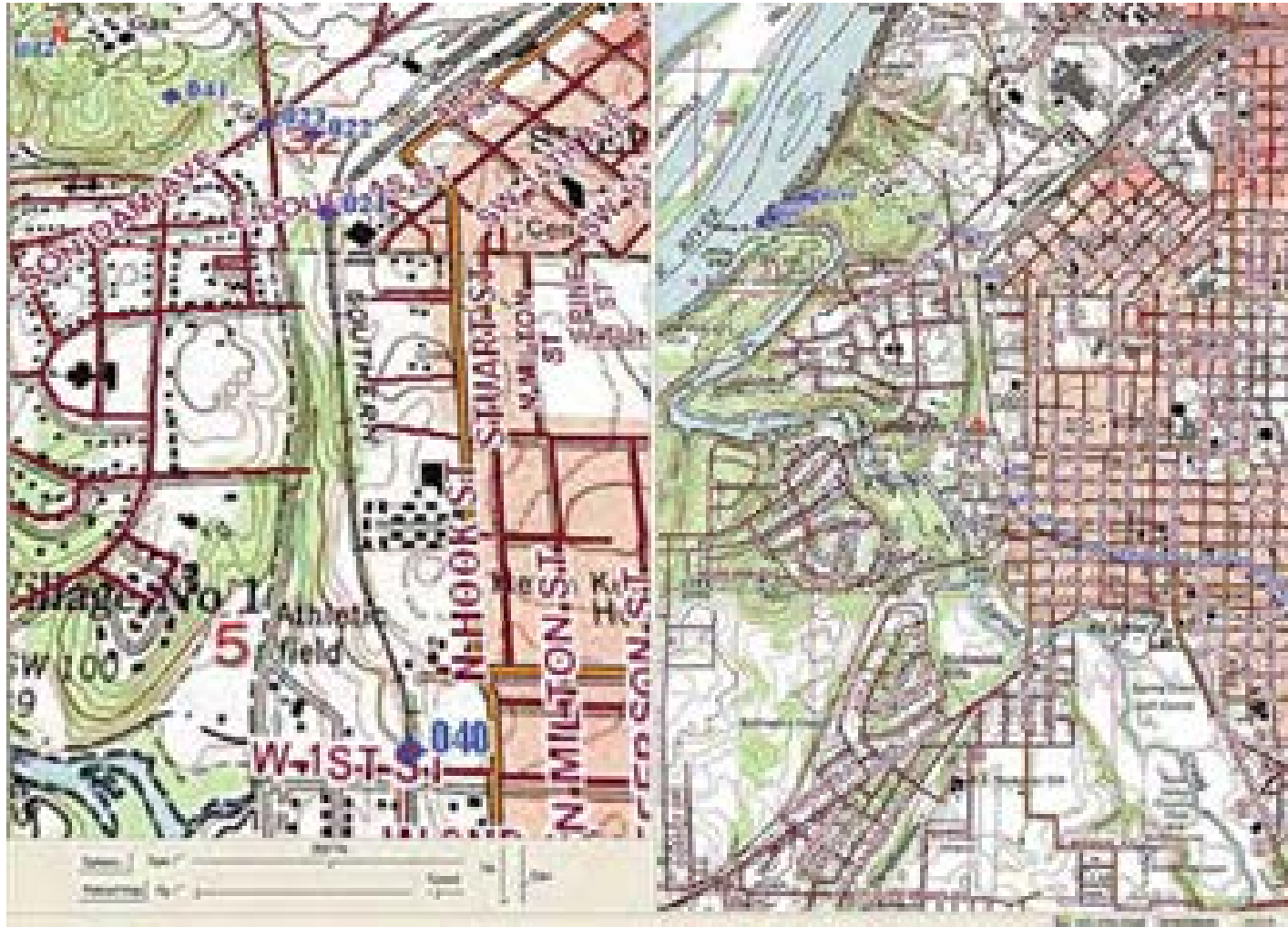
Map 3.10 From Muscle Shoals into Tuscumbia, Alabama. The map is from National Geographic TOPO!V4.2.6. Digitized with additions by Marty King.



Map 3.11 Through the city of Tuscumbia, Alabama. The GPS points through the city were recorded using the 1837 LaTourette Map. Note how the waypoints follow the map contour lines which show the old RR route. The map is from National Geographic TOPO!V4.2.6. Digitized with additions by Marty King.



Map 3.12 The LaTourette map was used to locate the old RR route to waypoint 039. The map is from National Geographic TOPO!V4.2.6. Digitized with additions by Marty King.



Map 3.13 The present day RR bed was laid over the old TC&D RR bed from waypoint 040 to 021. Waypoint 041 is the site of the old RR trestle. Part of the trestle feature is visible. The map is from National Geographic TOPO!V4.2.6. Digitized with additions by Marty King.



Map 3.14 Waypoints in the Tuscumbia Landing Historic Site. The map is from MapSource - TOPO - VERSION 3.02. Digitized with additions by Marty King.

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Figure 3.2 Detail of the Fulton hauling freight and passengers.

Figure 3.3 Close up detail of the Fulton Steam Engine painted by Patricia McWilliams.

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*Figure 3.2 Detail of a Civil War Walking Tour Map, “The 1864 Battle for Decatur, Alabama”.
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Figure 3.17 Photo of the Old State Bank building in Decatur, Alabama.

*Figure 3.18 Civil War era photo. Old brick depot in Decatur, Alabama with warehouses in the
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Figure 3.20 McCartney Hotel, Photo Circa 1864.

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Figure 3.26 Trinity rail road crossing looking west.

Figure 3.27 Hillsboro, Alabama railroad crossing.

Figure 3.28 The Wheeler House, Original log cabin built circa 1818.

Figure 3.29 The Wheeler House kitchen located on the east side of the original part of the house.

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Figure 3.31 West side view of the Peter Torian House.

Figure 3.32 Rear view of the Peter Torian House.

Figure 3.33 Oak tree on the front south side of the Peter Torian House.

Figure 3.34 Hubbard House. Constructed circa 1825.

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Figure 3.36 Tweedy House as seen from the rail road tracks.

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Figure 3.41 Hand cut stone used to make mounting a horse easier, Courtland Town Square.

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Figure 3.49 Rear view of the Town Creek Railroad Depot looking east toward Decatur, Alabama.

Figure 3.50 South side of the depot looking east toward Decatur, Alabama.

Figure 3.51 Old Inn, (Circa late 1820's) in Town Creek, Alabama about 100 feet from the rail road station.

Figure 3.52 View looking east toward Decatur, Alabama. This section of track is east of Leighton, Alabama.

Figure 3.53 Photo taken on June 06, 2009 at 10:16 AM of a lush corn field east of Leighton, Alabama.

Figure 3.54 The Leighton, Alabama, Loading Dock.

Figure 3.55 The Leighton, Alabama Loading Dock..

Figure 3.56 TC&D abandoned railroad bed where it joins the present-day Norfolk Southern Railroad track.

Figure 3.57 Plaque at Oakwood Cemetery, Tuscumbia, Alabama..

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Figure 3.59 Historic marker in Tuscumbia, Alabama at the Tuscumbia Depot Museum .

Figure 3.60 Tuscumbia, Alabama. Center building. Circa early 1820's.

Figure 3.61 Southerland's Store, Tuscumbia, Alabama.

Figure 3.62 Photo of Commercial Row, North side of Fifth Street, downtown Tuscumbia. Commission Merchants operated stores here in the 1830s, Received and forwarded goods on TC&D Railroad cars, where they passed in front of the stores, Tuscumbia, Alabama.

Figure 3.63 Photo of Commercial Row, April 29, 2005. Tuscumbia, Alabama.

Figure 3.64 Tuscumbia Depot Museum, Constructed circa 1888, March 30, 2006. Tuscumbia, Alabama.

Figure 3.65 Section of original 1830 TC&D Railroad track. Image taken at the Tuscumbia Depot Museum, Tuscumbia, Alabama.

Figure 3.66 Example of 1830 TC&D Railroad track construction.

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Figure 3.68 Photo taken of the "deep cut" mentioned in the Figure 3.61 newspaper article.

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Figure 3.70 This is a rail section, later than the TC&D Railroad, found on the old railroad bed.

Figure 3.71 Well-preserved section of TC&D Rail Road bed at Tuscumbia Landing.

Figure 3.72 Hand cut limestone foundation of the Tuscumbia Courtland and Decatur Rail Road at Tuscumbia Landing.

Figure 3.73 Remains of the limestone block steamboat pier at Tuscumbia Landing.

Figure 3.74 Looking west at Tuscumbia Landing. A group learning about the history of the site.

Figure 3.75 "The Face" at Tuscumbia Landing looks toward the west.

Figure 3.76 Standing in line with "The Face" watching the sun set on the Tennessee River.



Figure 3.1 Detail of the 1837 LaTourette Map of northwest Alabama. The Tuscumbia, Courtland and Decatur Railroad route was digitally enhanced by Marty King.



Figure 3.2 Detail of the Fulton hauling freight and passengers taken from a poster at the Tuscumbia Railway Depot Museum in Tuscumbia, Alabama. Painted by Patricia McWilliams. Courtesy of the Tuscumbia Railway Company Museum. Digitized by Marty King.



Figure 3.3 Close up detail of the Fulton Steam Engine painted by Patricia McWilliams. Courtesy of the Tuscumbia Museum, Tuscumbia, Alabama. Digitized by Marty King.



Figure 3.5 Historic Marker on Highway 72 across the street from the Old State Bank Building in Decatur, Alabama. Photo by Marty King.

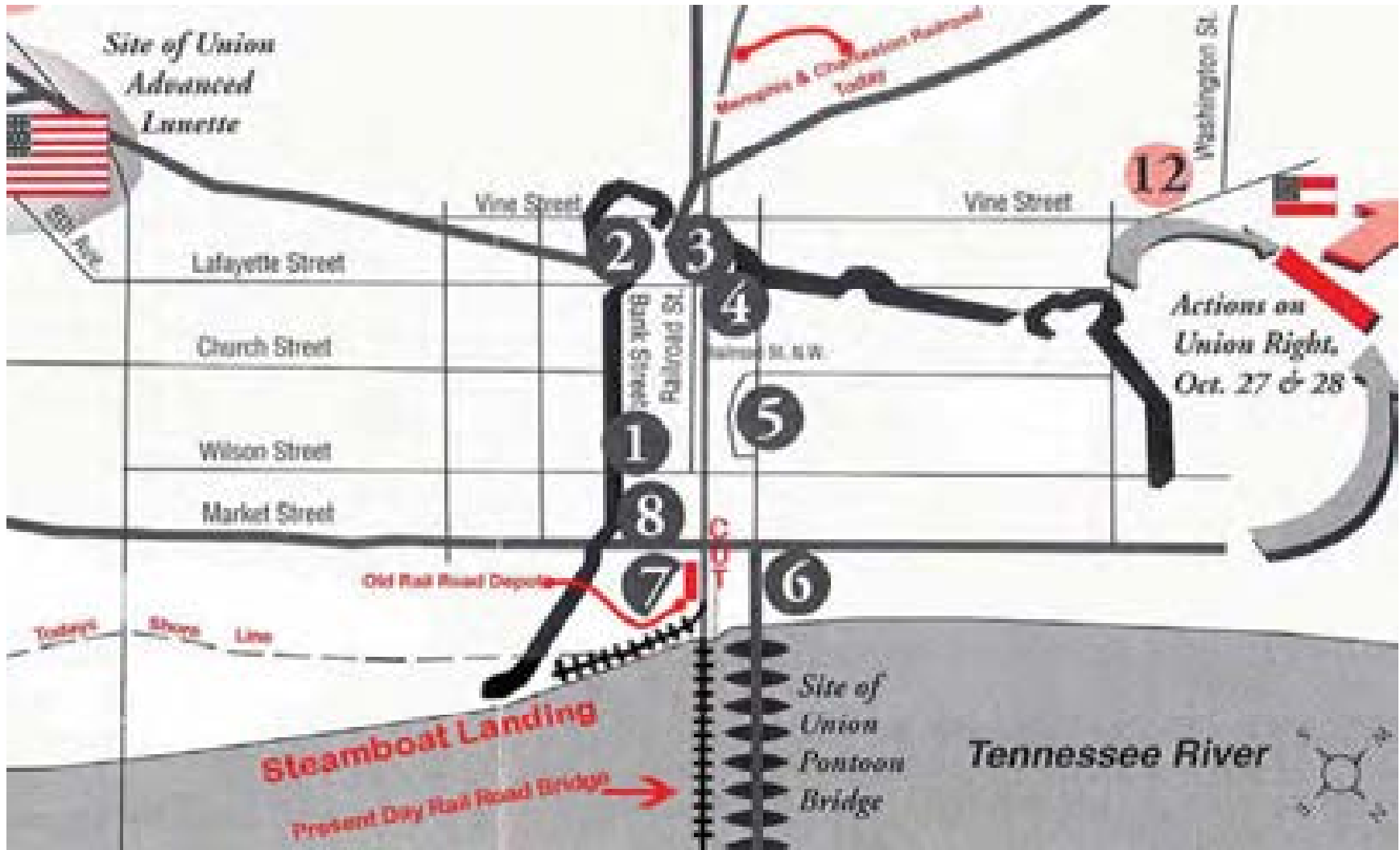


Figure 3.6 Detail of a civil war walking tour map, "The 1864 Battle for Decatur, Alabama". Courtesy of the Morgan County Archives, Decatur, Alabama. Digitization and additions by Marty King.



Figure 3.7 Circa, 1880's. The road curving to the left and then back to the right and terminating at the boat is Bank Street. Courtesy of the Morgan County Archives. Digitally enhanced by Marty King.



Reproduced (from D. D. Burleson collection) by Wm. Hannah; Courtesy Decatur Daily.

STEAMBOAT UNLOADING AT FOOT OF BANK STREET — LATE 1890's

Figure 3.8 Digitized by Marty King from John Knox's book, "History of Morgan County, Alabama". John Knox, 1967.



Figure 3.8 Decatur, Alabama. Bank Street today. In the 1830's Bank Street ran straight to the Steamboat Landing. The Old State Bank building can be seen at the left. Photo by Marty King.



Figure 3.9 This is the location of the Old Steamboat Depot in Decatur Alabama. Note that pleasure boats have replaced the steamboats, and the railroad tracks even now run parallel to the Old Depot location. Photo by Marty King.



Figure 3.10 Circa 1864. Buildings constructed at the steamboat landing by the Union Army during their occupation of Decatur. Courtesy of the Morgan County Archives. Digitally enhanced by Marty King.



Figure 3.11 Photo by Marty King showing the tracks curving to run parallel to the Tennessee River. This is probably on the original bed the TC&D Railroad took to the Steamboat landing.



Figure 3.12 Photo taken from above “The CUT” showing the tracks curving to the right to run parallel to the Tennessee River. Photo by Marty King.



Figure 3.13 “The Cut” in Decatur, Alabama. Photo by Marty King



*Figure 3.14 Photo taken from above “The Cut”. This side is looking toward Trinity, Alabama.
Photo by Marty King.*



Figure 3.15 Historic Marker located outside the Old State Bank Building in Decatur, Alabama. Photo by Marty King.



Figure 3.16 Photo of the Old State Bank building in Decatur, Alabama. Courtesy of the Morgan County Archives. Photo circa 1870's. Digitized and Adjusted by Marty King.



Figure 3.17 Photo of the Old State Bank building in Decatur, Alabama, 2009. Photo by Marty King.



Figure 3.18 Civil War era photo. Old brick depot in Decatur, Alabama with warehouses in the rear. Courtesy of the Morgan County Archives. Digitally enhanced by Marty King.

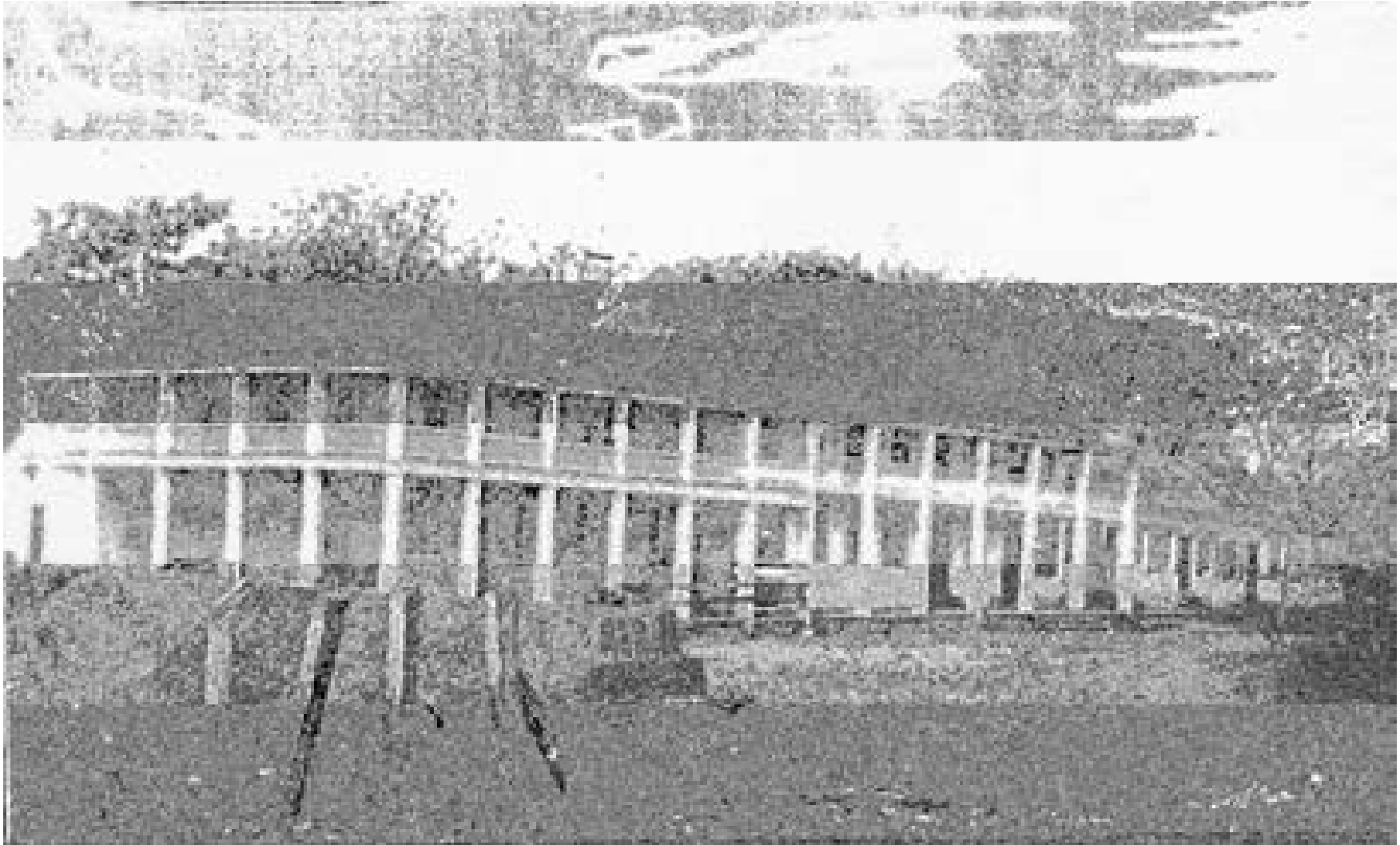


Figure 3.19 McCartney Hotel, Photo Circa 1864. Courtesy of the Morgan County Archives. Digitally enhanced by Marty King.

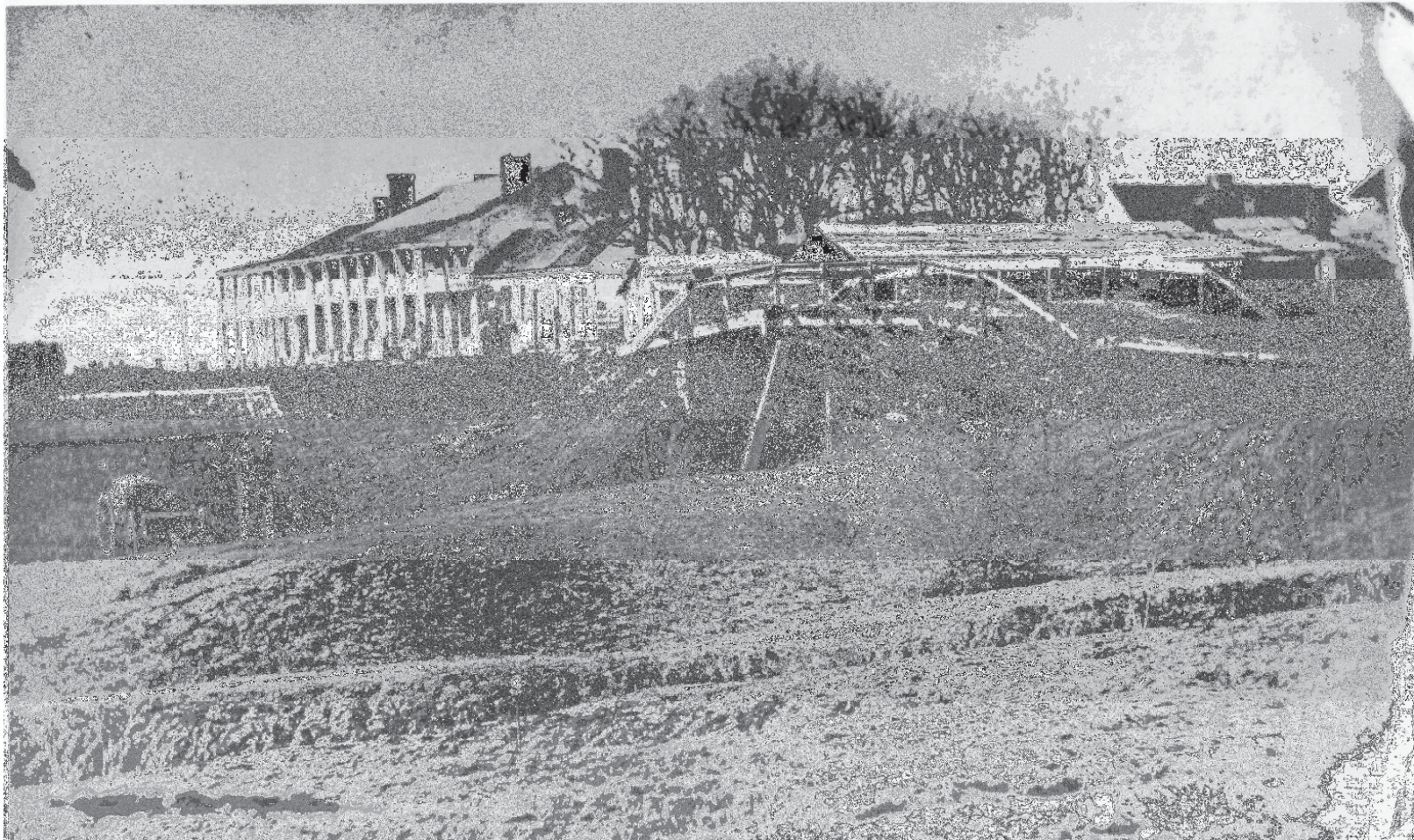


Figure 3.20 McCartney Hotel, Photo Circa 1864. Courtesy of the Morgan County Archives. The shed in the left foreground is attached to the old railroad depot. It is believed that the bridge is over the same cut used by Norfolk Southern today. Digitally enhanced by Marty King.



Figure 3.21 Sycamore Street. The Dancy-Polk house (circa 1829), which had a good view of the TC&D Railroad. House still exists today (2009). Courtesy of the Morgan County, Alabama Archives. Digitized and adjusted by Marty King.



Figure 3.22 Unobstructed view of the Burlison House, Constructed circa 1836, photo circa 1880's. View of TC&D Railroad. Courtesy of the Morgan County Archives. Digitally enhanced by Marty King.



Figure 3.23 Burleson House, constructed circa 1836, Photo February, 2009 by Marty King.



Figure 3.24 Side view of the Burlison House. Railroad tracks not part of TC&D Railroad. These tracks were used by a manufacturing complex nearby. Photo by Marty King, February, 2009.



Figure 3.25 Trinity, Alabama rail road crossing. Photo by Marty King, July, 2009.



Figure 3.26 Trinity rail road crossing looking west. The years have gone by but the Old Rail Road bed is even now in use as can be seen by the replaced wear polished tracks. Photo by Marty King.



Figure 3.27 Hillsboro, Alabama railroad crossing. Photo by Marty King, February, 2008.



Figure 3.28 The Felix Sherrod (son of Benjamin Sherrod) House, Circa 1818. The house was first constructed as a 1 story log home.. At a latter date a second story was added and the entire structure was covered with wood siding. Adjacent to Wheeler Home. Photo by Marty King.



Figure 3.29 The Wheeler House kitchen located on the east side of the original part of the house. Photo by Marty King.



Figure 3.30 The Peter Torian House, Circa 1830. Front, south view, Courtland, Alabama. Photo by Marty King.



Figure 3.31 West side view of the Peter Torian House. Note the rail road cars on the original TC&D Rail Road bed. Photo by Marty King.



Figure 3.32 Rear view of the Peter Torian House. Photo by Marty King.



Figure 3.33 Oak tree on the front south side of the Peter Torian House. It is alive and well. Photo by Marty King.



Figure 3.34 Hubbard House. Circa 1825. Rear of house had view of the TC&D Railroad. Photo by Marty King.



Figure 3.35 Tweedy House. Circa 1825. Photo by Marty King.



Figure 3.36 Tweedy House as seen from the rail road tracks. Photo by Marty King.



Figure 3.37 Railroad marker at the Courtland, Alabama Railroad Depot. Photo by Marty King.



Figure 3.38 The Courtland, Alabama Railroad Depot. The building appears to be on the original foundation. Railroad tracks in foreground, along side the depot. Route of the TC&D Railroad. Photo by Marty King.



Figure 3.39 Rear view of the Courtland, Alabama Railroad Depot. Photo by Marty King.



Figure 3.40 Former Sherrod Hotel Building. Circa 1935. This photo was taken because the building was named after one of the founders of the TC&D Rail Road. Photo by Marty King.



Figure 3.41 Hand cut stone used to make mounting a horse easier. Photo by Marty King.

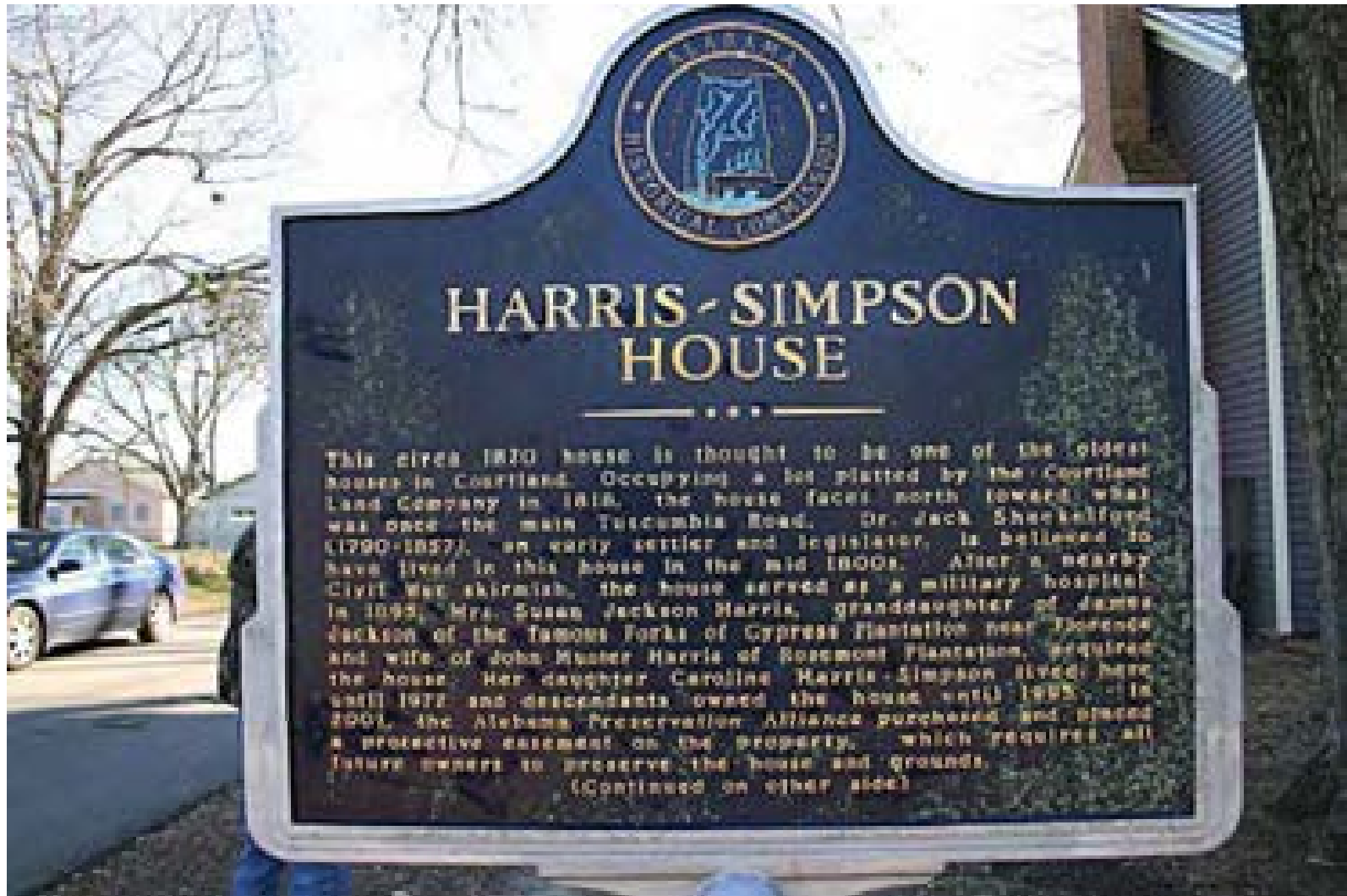


Figure 3.42 Historic marker of the Harris-Simpson House, circa 1820. Photo by Marty King.



Figure 3.43 Front, north view, of the Harris-Simpson House. In view of the TC&D Railroad. Photo by Marty King.



Figure 3.44 Wells House. In view of the TC&D Railroad. Circa 1830. Photo by Marty King.



Figure 3.45 View from the rail road tracks of the Harris House left and the Wells House right. Photo by Marty King.



Figure 3.46 Railroad marker at the Town Creek, Alabama Railroad Depot. Photo by Marty King.



Figure 3.47 South and west view of the Town Creek Railroad Depot. The depot appears to be on the original foundation. Photo by Marty King.



Figure 3.48 Close up of the Town Creek Railroad Depot foundation. Photo by Marty King.



Figure 3.49 Rear view of the Town Creek Railroad Depot looking east toward Decatur, Alabama. Photo by Marty King.



Figure 3.50 South side of the depot looking east toward Decatur, Alabama. Note the bleed through on the asphalt of the old spur track (turnout). Photo by Marty King.



Figure 3.51 Old Inn, (Circa late 1820's) in Town Creek, Alabama about 100 feet from the rail road station. Photo by Marty King.



Figure 3.52 View looking east toward Decatur, Alabama, cornfield on left, June 6, 2009. This section of track is east of Leighton, Alabama. Photo by Marty King.



Figure 3.53 Photo taken on June 06, 2009 at 10:16 AM. Gail King, as a gauge for plant height, standing in front of a lush cornfield east of Leighton, Alabama. Photo by Marty King.



Figure 3.54 Leighton, Alabama Railroad Depot. The foundation is not the original depot foundation but this is probably the original location of the depot. Photo by Marty King.



Figure 3.55 The Leighton, Alabama Railroad Depot. Note the foundation is constructed from concrete block which had not been invented in 1832. Photo by Marty King.



Figure 3.56 Dirt access road onto Norfolk Southern property. This road was constructed over the Old TC&D Rail Road bed. At the end of the road the original bed is in use today. Photo by Marty King.

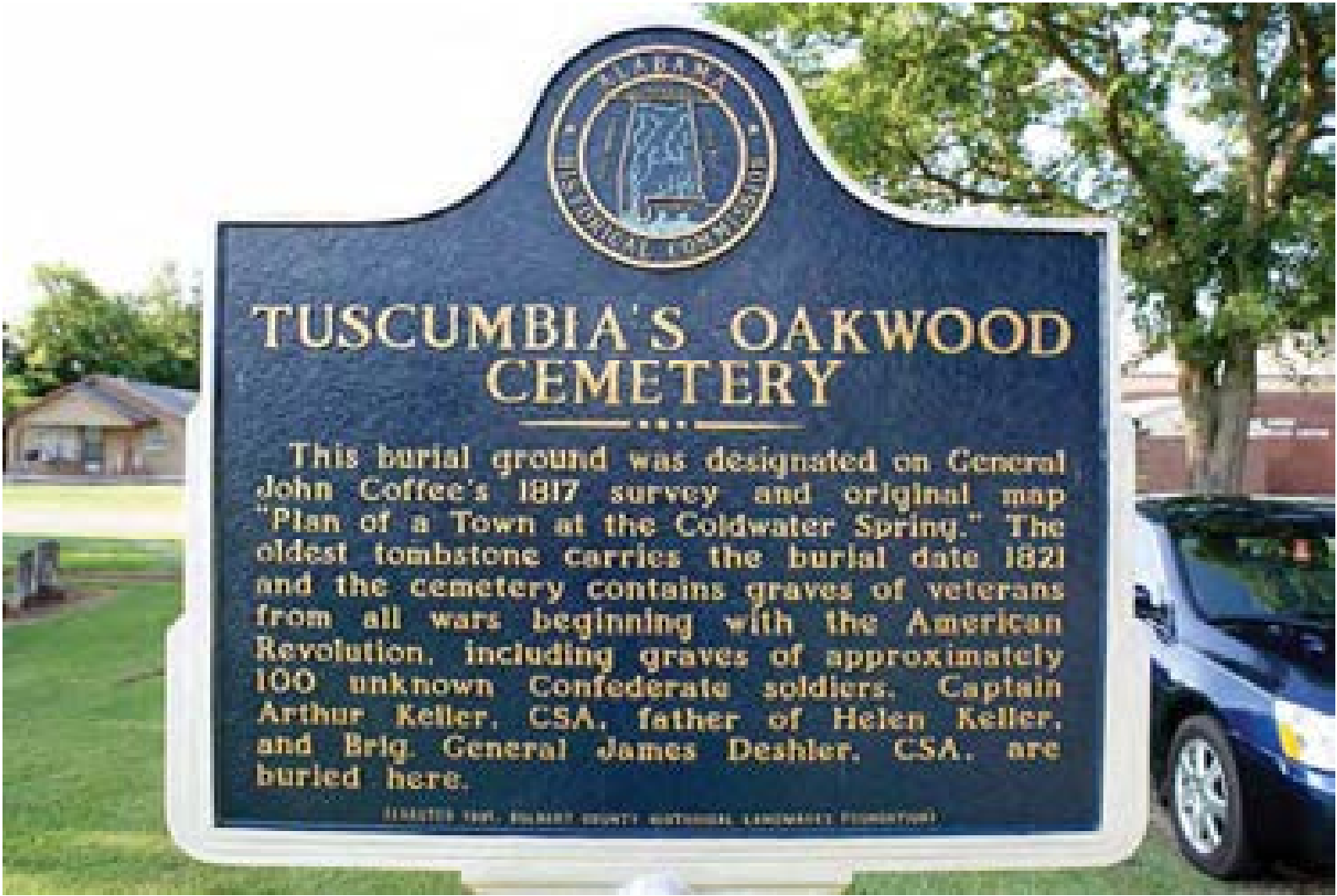


Figure 3.57 Plaque at the Tusculmbia, Alabama Oakwood Cemetery. Photo by Marty King.



Figure 3.58 The Deshler Family burial Site which is within 100 feet of the Old TC&D Rail Road bed. Photo by Marty King.



Figure 3.59 Historic marker in Tuscumbia, Alabama on the Tuscumbia Railway Depot Museum property. Photo by Marty King.



Figure 3.60 Tuscumbia, Alabama. Center building. Circa early 1820's. Photo courtesy of the Tuscumbia Depot Museum.



Figure 3.61 Southerland's Store. This store front was probably seen by the Indians when they stopped in Tuscumbia, Alabama. Photo courtesy of John McWilliams of the Tuscumbia Depot Museum.



Figure 3.62 Photo of Commercial Row with part of railroad track visible. The TC&D Railroad traversed in front of these buildings in downtown Tuscumbia. Courtesy of the Tuscumbia Depot Museum.



Figure 3.63 Photo of Commercial Row, April 29, 2005. Photo by John McWilliams.



Figure 3.64 Tuscumbia Depot Museum, March 30, 2006. The Old TC&D tracks passed under the silver car seen in the right rear of the museum. This is not the original location of the TC&D Railroad Depot. Photo by Marty King.



Figure 3.65 Courtesy of the Tuscumbia Depot Museum, Tuscumbia, Alabama. Photo by Marty King.



Figure 3.66 Example of 1830's track construction. Note the curved steel. This is called a snake head. If the engineer didn't see it, the wheel of the train would hit it and force it up through the floor of the rail car causing serious bodily injury to the passengers. The first law suit against the railroad was due to such an event. Photo by Marty King.

News Paper Article

June 23, 1838

About 850 emigrating Cherokees arrived here on the cars last night, they will have despatch on the 1st. boat.

Accident.—As the cars were passing through the deep cut, near this place last evening with the emigrating Cherokees, an Indian, who had taken his liquor rather too freely, jumped off a car, & falling across the track, was instantly killed.

Figure 3.67 1838 newspaper article. Courtesy of the Tuscumbia Depot Museum. Digitized and enhanced by Marty King.



Figure 3.68 This photo was taken from the “deep cut” mentioned in the Figure 3.61 newspaper article. This accident involved a Cherokee Man, named Chicken, in the Whiteley Detachment. Photo by Marty King.



Figure 3.69 Hook Street, Tuscumbia, Alabama. Note the telegraphing of the old rail road bed through the asphalt. Photo by Marty King.



Figure 3.70 This is a rail section, later than the TC&D Railroad, found on the old railroad bed. Photo by Marty King.



Figure 3.71 Gail King walking along the well preserved TC&D Rail Road bed in Tuscumbia Landing. Photo by Marty King.



Figure 3.72 Hand cut limestone foundation of the Tuscumbia Courtland and Decatur Rail Road at Tuscumbia Landing. Photo by Marty King.



Figure 3.73 Remains of the limestone block steamboat pier at Tuscumbia Landing. Photo by Marty King.



Figure 3.74 Looking west at Tuscumbia Landing. A group learning about the history of the site. Photo by Marty King.

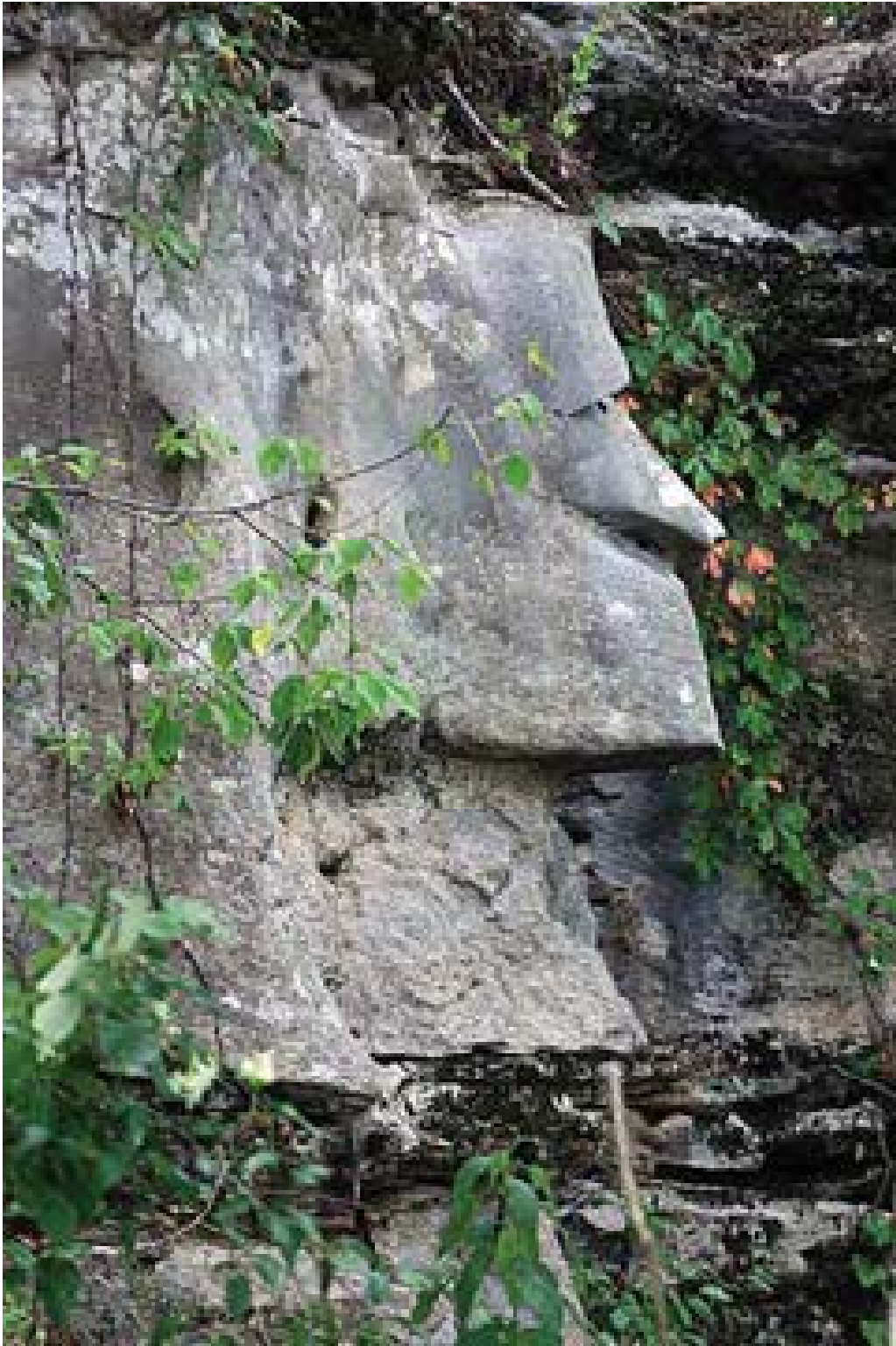


Figure 3.75 “The Face” at Tuscumbia Landing looks toward the west. When it rains the face sheds tears. Photo by Marty King.



*Figure 3.76 Standing in line with “The Face” watching the sun set on the Tennessee River, Spring Creek Flows into the river from the left.
Photo by Marty King.*

Extant Structures

Through the use of historical maps, the TC&D Railroad Minute Book, David Deshler's Engineer Reports, the route of the present-day Norfolk Southern Railroad track, and physically locating even now-visible features of the abandoned portion of the TC&D Railroad, it was possible to reconstruct the route of the 1830 railroad. The most difficult part was finding structures associated with the TC&D Railroad which are still visible today. In the South particularly, not only were buildings with wooden frames destroyed by termites and mold, but the Civil War took its toll. The route of the TC&D Railroad was hard hit due to its location in being a major conduit around the rock formation of the shoals in the Tennessee River. The competition for control of this route between the Confederate and Union armies was an underlying cause for major destruction of the TC&D Railroad and its associated structures. The bed of the railroad appears to be the one thing that did survive.

The map of the area in Old Decatur (See Figure 3.6) where the steamboat landing and the TC&D Railroad Depot(s) and warehouses were located is now partially under water in the Tennessee River or else occupied by a large area of apartments and condominiums. A boat slip for the condominiums has been built in the area of what was once the steamboat landing. There are still railroad tracks lying in between the boat slip and the condominiums; however, these tracks are fairly newer ones, but still more than likely in the location of the old TC&D Railroad tracks.



Figure 3.77 Standing where Bank Street ends today the view of the Tennessee River is hidden by the roofs condos. Bank Street went between the two condos seen in the background. Photo by Marty King.

“The cut” (Figures 3.12-3.14) constructed of limestone blocks, which appear to be hand-cut, is still used today by Norfolk Southern Railroad. As trains pass through the cut to go across the Tennessee River on the bridge, this is the area referred to in W. A. Rainey’s newspaper account of when the 1852 railroad bridge was constructed, which required the removal of a large brick depot, belonging to the valley road (Tennessee Valley Railroad, which bought the TC&D Railroad). The Old State Branch Bank of Decatur Building of the 1830s is now open to the public as a museum. The bank’s relationship to the TC&D Railroad was discussed in depth in Chapter 2. It is believed that the depot Rainey refers to in the middle of Market Street is the one that existed in the Civil War era photo. The 1829 Dancy-Polk House and the 1836 Burleson House, both with views of the TC&D Railroad are still standing.

Along the forty-three mile route to Tuscumbia, the only sites which appear to yet exist, of the original depot sites are located at the present-day railroad depot buildings at Courtland and Town Creek. Although the depot in Courtland has been rebuilt four times, it appears to be on the exact same spot. The depot at Town Creek has what appears to be hand-cut limestone as a foundation, but the structure on top is modern.

There are no structures presently existing in Tuscumbia directly associated with the TC&D Railroad. According to John McWilliams, Colbert County historian, Tuscumbia doubled in size from 1834 to 1836 with the opening of the Tuscumbia, Courtland, & Decatur Railroad to Decatur. It was recorded in the TC&D Railroad Minute Book that Board of Directors meetings were held at the Rail Road Office in Tuscumbia after 1836. David Deshler reported in his 1836 Engineer’s Report that there were warehouses, offices, railroad shops and a foundry in Tuscumbia. There have been major fires in the downtown area and a tornado wrecked the town in November of 1874. “Commercial Row” is the only structure still existing in basically its original state that had a commercial interest in the railroad. “The Planter’s Hotel on the northeast corner of 5th and Main Streets was completed in late 1839.” Fire gutted the structure in the early 1950s. Originally it was three stories, but it was rebuilt with only two stories. The building still stands today, but it is not a hotel. On December 31, 1847 an ad was placed in the newspaper, which stated the following:

The (TC&D Railroad) cars and all the stages will stop and deliver at the hotel for all wishing to travel in either- car or stage passengers paying only what other do for meals- three bits.....

J. L. McRae, Proprieter

(McWilliams 1999: 8-11).

The last stop on the Tuscumbia, Courtland, & Decatur Railroad was at Tuscumbia Landing. The depot at the Landing was very unique in that it was three stories high, with an inclined plane. It was the first railroad depot built in the State of Alabama and although the Civil War impacted the depot and the rest of the site, it served in some ways to preserve the site. There has been no development where the foundation of the depot lies and the railroad bed passes to the landing. The only other human activity at the site was the building of two small nitrate crystallization buildings in 1918. The foundations of these buildings are still at the site and do not appear to have disturbed the 1832 railroad depot or the original bed of the Tuscumbia Rail Road Company and Tuscumbia, Courtland & Decatur Railroad.

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Chapter 4

Events Leading to the Cherokee Removal on the T.C. & D. Railroad

By: Gail King

Founders of the Tuscumbia, Courtland, & Decatur Railroad probably never had any idea that their railroad would be important in the removal of the Cherokee people from the southeastern United States. In reading the Minute Book the most important issues on their minds were securing land for the railroad track, constructing the railroad, buying steam locomotives that worked, selling stocks and finding funds to pay for the railroad, dealing with law suits, and having the route from Tuscumbia Landing to Decatur connect with a railroad from Memphis to Charleston with side connections to towns along the way.

Cherokee Removal and the Americans

Forces were well underway for the removal of the Cherokee long before ideas were conceived about the “Iron River.” When the Peace of Paris was signed by British and American representatives in 1783, the sovereign authority of England over all the land and people within its domain in the American colonies shifted. The colonies had won the Revolutionary War. The loss of the Revolutionary War by England and its Indian allies, one of which was the Cherokee Nation, set the stage for policies instituted by the newly created American government. When England lost, so did its Indian allies. Congress extended its authority over Indian tribes within the conquered territory (Perdue 1995: 7-8).

After 1783 Congress pursued a “conquered nations” policy north of the Ohio River, but allowed the individual states to pursue this policy south of the Ohio River. With the exception of South Carolina, southern colonial charters extended state lands west to the Mississippi River and beyond. “These states argued that England’s authority had passed to them, not Congress, by right of conquest, and they quickly began to act on their assertions.” As pressure mounted for land cessions from the Southeastern tribes, a split occurred in the Cherokee Nation. One faction (Dragging Canoe and his followers) believed in warfare against the Americans and the other faction (the older chiefs) believed in peaceful negotiations. The newly formed government of the United States and the Cherokee Nation signed the Treaty of Hopewell in 1785. Georgia and North Carolina refused to honor it and continued their expansion into Cherokee territory, while “the Cherokees continued to resist” (Perdue 1995: 8-9).

No analysis of Indian Removal policies instituted by the American government would be complete without addressing land cessions by the tribes and in this case by the Cherokee Nation. Although the first land cessions occurred when treaties were negotiated under British rule, the Treaty of Hopewell was the first treaty between the Cherokees and the United States. Treaties involving land cessions in the southeastern United States continued between the Cherokee Nation and the American government until 1835, until there were no lands left east of the Mississippi under the control of the Cherokee Nation.

The continual loss of a land base is one method of gradually lessening the control of one population, while another more aggressive population takes its place. It is evident that some of the Indian population of the southeastern United States was absorbed into

the white population as it encroached on Indian land illegally, as well as after each “legal” land cession took place. Not all Native People moved with their shrinking land base. Especially in the Southeast, many Indian women simply were absorbed into White society, when they married white men. However many white men were absorbed into Indian society as they married Indian women and received land in the right of their Native wife. What ever the circumstances were, the loss of land was a form of Indian removal and the constant chipping away at the Cherokee land base was relentless.

By the end of the 1780s, “the United States abandoned its assertion that the tribes were conquered enemies that had forfeited their rights to their lands.” Peace would be the answer. “In the South, where the policy had always been to end the fighting, the change meant increased government efforts to restrain the expansionist states of Georgia and North Carolina.” With the reorganization of the United States government under the Constitution, Indian affairs were placed solely in the hands of Congress and the president. Because the states were subordinate to the federal government, controlling the actions of the states and their citizens could be accomplished with greater ease (Perdue 1995: 9).

As parties and presidents changed, the policies of the American government toward the American Indians also changed. The new American government promoted the idea that there could be an eventual integration into white society, but gradually shifted to the idea that Indians were different from Anglo-Americans. Removal of the Cherokees (at first voluntary) gained more and more support, until it culminated in the legislation of forced removal under Andrew Jackson (Phillips and Phillips 1998: 6-12).

Presidential Policies and Indian Removal

Henry Knox, President George Washington’s first Secretary of War, was the key figure in instituting policies with Indian Nations. Knox had several years of experience in Indian matters and developing relationships with the tribes. He held the opinion that tribes were “sovereign, independent nations” and that each tribe was entitled to an autonomous, self-government within its borders. Knox felt that the federal government was obligated morally to protect American Indians, because “when uncivilized people came into contact with ‘civilized’ ones,” extinction of the uncivilized people was inevitable. However, Knox’s opinion had another side to it. He “fully concurred with the general American view that as the population of the United States grew, Indians must surrender their lands to accommodate the increased numbers.” One historian called it “expansion with honor” (Perdue 1995:10).

President Washington and Secretary of War Knox believed that civilizing the Indians ensured their survival and their uncivilized state was “cultural, not racial.” The role of government would be to instruct them how to “dress, think, act, speak, work, and worship the way rural United States citizens ideally, did” (Perdue 1995: 10-11).

The Treaty of Hopewell (1785), negotiated before Washington became president in 1789, had failed to end white settlement on Cherokee lands. It would be very difficult to remove the thousands of whites, who had settled on Cherokee lands. Washington and Knox proposed a new treaty, which would buy the land that was illegally settled, set a new boundary, strictly forbid any further encroachment, and begin a civilization program for the Cherokees. The 1791 Treaty of Holston included these provisions. The 1793 Trade and Intercourse Act also provided an additional provision for providing “civilized” goods to Indians, as well as people to train them in their use (Perdue 1995: 11).

Before the election (1788) of George Washington and during the years of his first administration, the warring faction of the Cherokee Nation under Dragging Canoe was a “thorn in the side” of the Americans. The Chickamaugans gained many followers from the Creeks, their neighbors to the south, and members of other tribes opposed to American aggression. For fifteen years, Dragging Canoe never wavered in his hatred for the Americans’ land greed and he still maintained his friendship with the British, French, and Spanish. Dragging Canoe died on March 1, 1792 at Lookout Town (present-day northwest Georgia). John Watts, who continued Dragging Canoe’s mission of warring on the American settlements, moved to Willstown to be closer to the Spanish supply of arms from Pensacola and closer to his Creek allies. Warriors from all parts of the Cherokee Nation gathered in Willstown in September 1792 to hear Watts’ report of a trip to Pensacola to meet with Spanish Governor O’Neal (Brown 1938: 175, 329, 344). Many military expeditions took place over the years against Dragging Canoe and his Chickamaugan followers, which resulted in the burning of numerous villages. Under John Watts, peace came gradually and with another Cherokee land cession in 1798, more land was lost in Tennessee and North Carolina (Royce 1883-1884: 378).

When John Adams served as president of the United States from 1797 to 1801, he retained George Washington’s entire cabinet. His independent thinking and inability to work with others was his demise as president. His Indian policies changed very little from those of Washington’s administration. When Thomas Jefferson was elected as the third president in 1800, Adams refused to take part in Jefferson’s inauguration (Kunhardt 1999: 132-138).

Beginning in 1801 the Jeffersonian generation saw the birth of the American government and expansion of the American domain. The transformation of the Indian from savagery to civilization was to catapult him into perfection. “The New World as paradise, inhabited by noble savages, supplied the needed formula. From the simplest improvements in the human condition to the grandest flights of achievement, the vision of a perfect order on earth operated as a basic force in the development of civilization.” The New World (Americas) was interpreted as a paradise unblemished by human hands. “By the Jeffersonian age, the noble savage had become the most important conventionalized term for the Indian. Rather than standing aside from his surroundings, as did civilized man, the noble savage blended into the surface of paradise.” The Indian was one with the environment and the white man treated him as a natural resource. Civilization meant conquering the continent. The Indian as noble savage, “indistinguishable from the land, should have gradually taken on the virtues, though not the vices, of the civilized world.” The Indian “could no more be the noble savage in reality than he could consciously slough off the cultural accretions of a millennium. Still, the Jeffersonian generation persisted in its idealistic expectation that the Indian would some day meld into the white man’s society” (Sheehan 1973: 89-91).

Civilization, linked to agriculture, bound the Indian to the earth and a plot of land he could cultivate. “Since the process of transition from savagery to civilization would be gradual, the land must be surrendered at a rate corresponding to the alteration in the Indian’s life, although taking it (the land) might accelerate the move into civilization.” Jefferson believed that it was an act of friendship to be ready to buy land whenever “red brethren” sold a portion of their land. The money would help them improve their land for agriculture and support them “more plentifully” (Sheehan 1973: 169).

Formal policy regarding Indian Removal began to form under the administration of Jefferson even though he continued the “civilization” program created during Washington’s administration. Jefferson advocated individual ownership of farms, instead of tribal ownership and a change from the Cherokee matrilineal clan system to the white man’s patrilineal system (Phillips and Phillips 1998: 9).

“The land held a central place in the Jeffersonian design for the Indian’s future. The tribes claimed it, and white men wanted it.” The American government’s policy was to “distribute the Indian’s vast acres among the members of civilized society.” Philanthropists viewed the land as shifting from tribal property to that of civilized use. “Since the tribal possession of these surplus acres constituted one of the major signs of savagery, the abandonment of the land was a positive step toward civilization.” Savagery would disappear and civilization would rule. Jeffersonian opinion dictated that land should be formally purchased (Sheehan 1973: 167-168).

During Jefferson’s administration, large land areas in the states of Georgia, Kentucky, Tennessee and Alabama were ceded by the Cherokee Nation in 1804, 1805, and 1806. In four treaties 9,680,160 acres were ceded (Royce, Fifth Annual Report, Bureau of Ethnology, 1883-1884: 378).

President Jefferson increasingly found the American frontier difficult to control. Whites intruded in their lust for land, and new state governments claimed land already claimed by Southeastern Indian tribes. In a letter written in 1803 to William Henry Harrison, Jefferson suggested that the governor (governor of Louisiana Territory) use the government factories to indebt the Indians to the extent that they could only pay their debts by exchanging land. During the previous year he had proposed the same idea in a memorandum concerning Indian boundaries. This idea of indebting Indians far beyond their means went past “Patriarchal manipulation and became outright deception, demonstrating how close the assertion of civilized superiority could come to reprehensible coercion” (Sheehan 1973: 170-171).

The government factories among the Indian tribes had been authorized by an Act of Congress in 1795. This act was passed not only to institute fair trading practices by placing strict controls on prices, weights, and measurement, but “to counteract the influence and prestige of British traders and Spanish agents.” The factory built to serve the Cherokees was located near the junction of the Tellico River and the Tennessee River. This site was chosen because it was already an accepted location for meetings and negotiation with the Indians. In spite of all the measures to keep the factories viable, successful, and honest, the results fell short of what was expected. Overpricing and tampering with measurement standards were evident all too often. Goods at the Tellico Factory were usually inferior to goods from British traders and the well-entrenched Panton, Leslie & Company in West Florida. Factors “were supposed to restrain themselves from improper financial gains,” however many of them became rich. (Malone 1956: 149-150).

A land acquisition that would nearly double the size of the United States would set the stage for the future of the Southeastern tribes. On April 10, 1803, Napoleon, in a message to his finance minister Marbois, stated that he was considering ceding all of the Louisiana Territory to the United States. The treaty was signed on May 2, 1803 at a cost of \$15,000,000 (Van Noppen 1980: 434-435).

The lands obtained in the Louisiana Purchase provided a place for the eastern tribesmen who wanted to follow the tradition of hunting on the western prairies. Indians, who remained east of the Mississippi River, would become civilized so that hunting grounds would no longer be needed. The need for agricultural supplies for their farms could induce the Indians to run up large debts and exchange more of their land for payment of the debts. Jefferson took the acquisition of the lands in the Louisiana Purchase one step further. Due to the uncertain legality of the Louisiana Purchase under the United States Constitution, Jefferson drafted constitutional amendments, "one of which included the proviso that lands purchased by the United States on the west side of the Mississippi could be exchanged by act of Congress for Indian lands wanted by the United States on the east side of the river, and that whites on the west side might be removed to the thus-acquired lands on the east side" (Wallace 1999: 220-224).

Under the two administrations of James Madison (1809-1817) government policies relating to Indian nations changed very little. Voluntary removal to the west of the Mississippi River was being stressed. There were no Cherokee land cessions from 1806 to 1815. There were two land cessions in 1815 and four land cessions in 1817 (Royce 1883-1884: 131).

President James Monroe's administration (1817-1825) will be long remembered for the Monroe Doctrine, which stated the policy of the United States toward the rest of the world in proclaiming "the United States as the chief protector of republican principles throughout the Americas." As president, James Monroe "presided over a vast expansion of the American empire. He had spoken out as if the United States were a world power, and as he did so, it began to become one" (Kunhardt 1999: 308-309).

During Monroe's presidency there was a continuation of Jefferson's Indian policy of civilization programs, acquiring land cessions through treaties, and voluntary removal to the west of the Mississippi River. He was continually criticized by the leaders of Georgia and their Congressional delegation for not extinguishing Cherokee and Creek titles to land in the State of Georgia. The Georgia legislature presented a memorial to Congress on December 18, 1823 and a letter from the Georgia delegation was presented to Congress on March 10, 1824. On March 30, 1824 President Monroe, in a message to Congress, defended "the course that had been pursued by the executive authorities of the United States." Accompanying his message was a report compiled by Secretary of War John C. Calhoun of the progress made by the United States government in acquiring the Creek and Cherokee lands for the state of Georgia since the 1802 Compact between the United States and Georgia. At the date of the Compact the Creeks were in possession of 19,578,890 acres and the Cherokees were in possession of 7,152,110 acres in Georgia. Since that date the United States had negotiated seven treaties, five with the Creeks and two with the Cherokees (Royce 1883-1884: 238-239).

The administration of John Quincy Adams (1825-1829), the son of the second president, John Adams, would not be filled with the achievements he had experienced while serving as Secretary of State under James Monroe. Adams' achievements were overshadowed by his independent and arrogant manner. He became extremely depressed after the death of his father, John Adams, in 1826 and the suicide of his oldest son. The remainder of Adams' presidency was "desperately unhappy" and two years later Andrew Jackson defeated him by a large majority (Kunhardt 1999: 170-171).

During the previous administration, President Monroe had “emphatically informed Congress” that the United States was not obligated to remove the Indians by force. In February 1826 Secretary of War James Barbour outlined the removal policy of John Quincy Adams’ administration, to call for removal of individual Indians as opposed to tribes. In the minds of the whites who wanted Indian lands, this policy of voluntary removal was never really successful (Valliere 1982: 142).

Aggression by the State of Georgia intensified against the Creek and Cherokee people. Georgia surveyors forcibly entered into land ceded by the Creek Treaty of 1826. The treaty specifically forbade such action before January 1st, 1827 (Royce 1883)1884: 239-240). This was only the beginning of the end of the Cherokee and Creek Nations east of the Mississippi River. The president, who followed John Quincy Adams, would support Georgia every step of the way in removing both tribes.

President Andrew Jackson (1829-1837) was described as the most violent-tempered man to serve as president. Thomas Jefferson stated, “His passions are terrible. He is a dangerous man.” John Quincy Adams characterized him as a barbarian. “Jackson was a man of terrible contradictions—of deep prejudices against Native American, blacks, and those he considered his political enemies.” Unlike his predecessors, he was born poor and fought his way to the top. His simple roots put him on the level with the working class of America. Through his eight years in office, he helped define the modern presidency (Kunhardt 1999: 350-353).

Jackson supported Georgia claims to Cherokee lands and advocated total removal of the Cherokees. It was not an easy task to reverse the policies promoted by George Washington and guaranteed by treaty after treaty. In the opinion of the missionaries, civilizing and Christianizing of the Indians had been “eminently successful.” McLoughlin (1995) stated that it was Jackson’s mission to convince “American voters that they were not sacrificing their ideals, laws, or institution when they compelled 125,000 friendly Indians to move hundreds of miles from their homes to the westernmost frontier.” The bottom line of Jackson’s strategy was to tell the voters, what they wanted to hear, that moving them west “would put them beyond the reach of those oppressive, wicked whites who cheated them and plied them with liquor and intruded on their land.” Although Jackson’s removal policy included approximately seventy Indian tribes, the Cherokee Nation became the center of the controversy in its resistance to both the federal government and the State of Georgia (McLoughlin 1995: 143-145).

In April 1830 an event that would bolster the passage of the Indian Removal Bill (passed during the following month) occurred when the highly populated and powerful Choctaw Nation of central Mississippi announced that it would consider signing a voluntary treaty of removal. It was a surprising decision to administration officials, but an opportunity Jackson seized to gain Congressional support for the Indian Removal Bill. The Choctaw treaty was submitted to the Senate for approval even while it was still in the proposal stage. “Jackson emphasized that the proposed treaty was the ‘voluntary’ act of the Choctaws and that, as President, he was willing to co-operate with whatever decision ‘my constitutional advisors may suggest.’” While the Senate took no action on the proposed treaty and its exact impact in the passage of the Indian Removal Bill in May 1830 is unclear, Jackson was not about to ignore the Choctaw’s willingness to sign a voluntary treaty of emigration.” Commissioners were appointed to negotiate with the Choctaws and by September 1830 the treaty of Dancing Rabbit Creek was signed. What

a great triumph this was for the Jackson Administration Indian Removal treaties! It was the ideal document to set the stage for negotiations with other tribes. “It was very close to being the Jackson Administration’s perfect voluntary treaty of removal” (Valliere 1982: 142-143).

On May 28, 1830 the Indian Removal Act was passed in Congress after a bitter debate. The act authorized the president to exchange lands in the West for Indian-held lands in any state or territory. Congress passed an appropriation of \$500,000 to carry out the act. President Jackson could now proceed with his removal policy and negotiate removal treaties with the southeastern tribes (Prucha 2000 [1975]: 52-53).

The storm clouds had been gathering between the State of Georgia and the Cherokee Nation ever since the United States agreed to pay Georgia \$1,250,000 for lands “lying south of Tennessee and west of Chattahoochee River and line drawn from the mouth of Uchee Creek direct to Nickojack, on the Tennessee River and to extinguish the Indian title whenever the same could be done on peaceable and reasonable terms” (Royce 1883-1884: 233). Large land areas were occupied by both Cherokee and Creek Nations within the State of Georgia after 1802. The conflict between Georgia and the Cherokees would simmer for years until Jackson became president during the election of 1828, when the Georgians knew he would support whatever measures they took to get rid of the Cherokees.

Andrew Jackson was elected on a platform “that included reining in federal authority and ending the quasi-independent status of the tribes. Though known for championing the cause of the common man, Jackson also came into office with a serious constitutional agenda.” He felt that Knox (President Washington’s Secretary of War) was “misguided” in his views about American Indians. Jackson argued that the tribes were not “semi-autonomous sovereigns that could not be regulated by the States,” but rather “aliens who had no rights and could be governed by the States.” According to Jackson, the states could oversee tribal affairs (Magliocca 2003: 887).

When Martin Van Buren took office in 1837, he “was the perfect complement to Andrew Jackson, whom he served for eight years as chief advisor.” Van Buren was Jackson’s “chief political ally and alter ego.” His cool and calm demeanor balanced out Jackson’s temperament and impetuosity. Thurlow Weed, a devoted political enemy of Jackson and Van Buren, stated that Van Buren was non-committal, self-serving, and had the “habit of sitting on the fence on almost all controversial issues.” Van Buren wrote an autobiography in which he attempted to show himself “as the political heir of both Jefferson and Jackson.” In spite of this attempt, he was a different sort of politician—“the first modern, professional politician, and the father of American party politics.” Van Buren took office just prior to the forced removal of the Cherokees and saw the final removal of Indians in the southeastern United States. (Kunhardt 1999: 93-94).

The Cherokee Nation: Its Formation

During the early 1800s American government policies were implemented by two groups of people: Indian agents and missionaries. Agents live with each tribe and worked on behalf of the government to oversee civilization programs and to negotiate with tribes for land cessions. “The government also used missionaries to implement the “civilization’ programs. The missionaries supplied the expertise to train the Indians, while the federal government supplied plows, spinning wheels, and domestic farm

animals” (Phillips and Phillips 1998: 9). Both “federal policy makers and missionaries agreed that ‘civilization’ was inseparable from Christianization. Therefore, during the period of 1800 to 1830 many religious groups met the call of government as well as God” (Phillips and Phillips 1998: 2)..

In January 1809 when President Jefferson learned that Upper Town Cherokee Chiefs wanted to formally split the Cherokee Nation into two groups, Upper Cherokees and Lower Cherokees, he “urged conciliation between the two factions and suggested that the entire nation acquire unity through organizing a democratic type of government.” He recommended the creation of an assembly to enact essential laws and the appointment of judges to interpret the laws. He wished them success and promised that “in this you may always rely on the council and assistance of the government of the United States” (Malone 1956: 77).

During the decades before 1809 the government of the Cherokee Nation was loosely organized with the leading chief honored as “great beloved man” (Malone 1956: 74-75). “The council and local chiefs scrupulously monitored his actions, particularly in relations with the federal government, and in the early nineteenth century when the views of the principal chief failed to reflect the dominant opinion in the nation, other chiefs did not hesitate to depose him.” One such incident was when Chief Black Fox was inclined to accept President Jefferson’s proposal for the Cherokee Nation to exchange land acquired by the Louisiana Purchase (west of the Mississippi River) for lands claimed in the east by the Cherokee Nation. The vast majority of Cherokees strongly opposed the plan. Even though Cherokee Agent Meigs and some of the Chickamaugan chiefs supported Black Fox, in 1808 “a confederation of prominent chiefs” replaced Black Fox with Path Killer (Anderson 1991: 58-59).

There were no written laws until 1808, when the Cherokee Council instituted its first written law creating a national police force “to protect property and to ensure the inheritance rights of widows and orphans.” Today we usually apply the definition of property as being real estate, but in this case property is defined as chattel property and improvement. Real estate was owned by the Cherokee Nation. This law was a backlash from the incident with Black Fox and his inclination to agree with President Jefferson for the exchanging of Cherokee real estate east of the Mississippi River for land west of the Mississippi. For the next twenty years protecting property would remain at the forefront of developing governmental strategies for providing laws and oversight (Anderson 1991: 99).

On April 18, 1810 a step toward Cherokee Nation centralization was taken when the old law of Clan Revenge was abolished. The National Council enacted a law to deal with murder and punishment through its regulations. Punishment was to be taken out of the hands of the nearest relative in retaliating against the murderer’s relatives. The Revenge Law was so closely related to the Mosaic requirement of “an eye for an eye and a tooth for a tooth” (Brown 1938: 453-454). James Adair, who lived and traded among the Cherokees and Chickasaw from 1736 to 1768, believed that the Indians were “lineally descended from the Israelites.” (Williams 1930:14).

In 1817 the council “unanimously adopted articles of government ‘in order to obviate the evil consequences’ of independent towns and unauthorized individuals negotiating the concession of common land between council meetings” (Anderson 1991: 59). The Cherokee Council created a national bicameral legislature, with a “Standing

Committee” (later known as the National Committee) as the upper house, which was composed of thirteen members (elected for a two-year term) from the National Council (Malone 1956: 78). The Standing Committee was created under the Articles of Government to manage the affairs of the Cherokee Nation when the council was not in session (Anderson 1991: 59). An extremely important function of the Standing Committee was to oversee the annual annuity payments from the federal government administered by Agent Meigs (Malone 1956: 78). Also under the Articles of Government individual rights to improvements were reaffirmed under the principle of matrilineal descent and emigrants (who signed the emigration provision in the Treaty of 1817) forfeited any claims to Cherokee Nation property in the east (Anderson 1991: 59). A lower house was created to constitute the whole Council, which “retained reviewing powers over actions of the committee” (Malone 1956: 78).

In 1820 the Cherokee Nation was divided into eight districts. See Figure 4.1 below for chart of National Committee and National Council members, compiled in 1822 by a visitor to the American Board’s missions (Malone 1956: 79-81).

Path Killer - Principal Chief of National Council,
Charles R. Hicks - Second beloved man and treasurer of National Council.
Major Ridge – Speaker for the Council

National Committee Members	National Council Districts	Member	Member	Member	Member
John Ross, President	Coosawatee	William Hicks	Terrapin Head	Rising Fawn	One Vacancy
George Lowrie	Etowee	Tonnateehie	Walking Stick	The Feather	Old Turkey
Richard Taylor	Amohee	Going Snake	Choo-no-yuh-kee	Wa-nuh-kee	Ta-quh-kee
Cabin Smith or Big Cabin	Chatooga	Tsoo-ee-kullah	Big Rattling Gourd	Uh-nee-o-lee	Samuel Gunter
John Baldrige	Hickory Log	Slim Fellow	Gone to Sleep	Tuh-quo	Kee-nah-tee-hee
Sleeping Rabbit	Chickamaugh	Tah-lee-is-kee	Noisy Warrior	Three Killer	Charles Reese
Thomas Forman	Aquohee	Un-nee-ka-yah-no-hee	Sik-quh	Woman Keeper	Kul-lo-skee
The Hare	Tawquohee	Tsoo-a-lo-gee	Was-to-no-hee	A-maw-yee-tah	Charley
John Beemer					
Kee-la-chu-lee					
Kur-la-chu-lih					
Roman Nose					
John Downing, Jr.					

Figure 4.1. 1822 National Committee and National Council. Cherokees of the Old South.

A council house would be established in each district for holding trials overseen by a district judge. There would be a marshal in each district to enforce the judge's decisions. A special circuit judge would have jurisdiction over each two districts and "associate with the district judges in determining all causes agreeable to the national laws." A company of light-horse would administer the circuit court orders (Malone 1956: 78).

In 1822 the National Committee and National Council took another important step in creating a republican form of government. A "National Superior Court" was created to meet concurrently with the legislature each autumn. Four district judges would sit on this bench and oversee both civil and criminal cases. A jury would be selected to bring in the court's verdict. This court came to be known as the "Supreme Court of the Cherokee Nation" and met at Newtown (later named New Echota) in its first sessions on October 9, 1823. From October 9 to October 25, the high court heard twenty-one cases (Malone 1956: 93).

Elias Boudinot was appointed in October 1825 by the Cherokee Council to tour various cities in the United States to seek monetary support for establishing and maintaining a Cherokee national academy and establishing a printing office at New Town (the Cherokee capital, later named New Echota) with the capability of printing in both Cherokee and English. In "An Address to the Whites" delivered in the First Presbyterian Church in Philadelphia on May 26, 1826, Boudinot chronicled the Cherokee Nation's progress in becoming civilized. The following excerpts are from this address:

The time has arrived when speculations and conjectures as to the practicability of civilizing the Indians must forever cease. A period is fast approaching when the stale remark—'Do what you will, an Indian will still be an Indian,' must be placed no more in speech. With whatever plausibility this popular objection may have heretofore been made, every candid mind must now be sensible that it can no longer be uttered, except by those who are uninformed with respect to us, who are strongly prejudiced against us, or who are filled with vindictive feelings towards us; for the present history of the Indians, particularly of that nation to which I belong, most incontrovertibly establishes the fallacy of this remark.....

It needs not the power of argument on the nature of man, to silence forever the remark that 'it is the purpose of the Almighty that the Indians should be exterminated.' It needs only that the world should know what we have done in the few last years, to foresee what yet we may do with the assistance of our white brethren, and that of the common Parent of us all.....Nor is it my purpose to enter largely into the consideration of the remnants, of those who have fled with time and are no more—. They stand as monuments of the Indian's fate. And should they ever become extinct, they must move off the earth, as did their fathers. My design is to offer a few disconnected facts relative to the present improved state, and to the ultimate prospects of that particular tribe called Cherokees to which I belong.

The Cherokee Nation lies within the chartered limits of the states of Georgia, Tennessee, and Alabama (and North Carolina). Its extent as defined by treaties is about 200 miles in length from East to West, and about 120 in breadth. This country which is supposed to contain about 10,000,000 of acres exhibits great varieties of surface, the most part being hilly and mountaneous, affording soil of no value. The vallies, however, are well watered and afford excellent land, in many parts particularly on the large streams, that of the first quality. The climate is temperate and healthy..... Those lofty and barren mountains, defying the labour and ingenuity of man, and supposed by some as

placed there only to exhibit omnipotence, contribute to the healthiness and beauty of the surrounding plains, and give to us that free air and pure water which distinguish our country. These advantages, calculated to make the inhabitants healthy, vigorous, and intelligent, cannot fail to cause this country become interesting.....

The population of the Cherokee Nation increased from the year 1810 to that of 1824, 2000 exclusive of those who emigrated in 1818 and 19 to the west of the Mississippi—of those who reside on the Arkansas the number is supposed to be about 5000.

The rise of these people in their movement towards civilization, may be traced as far back as the relinquishment of their towns; when game became incompetent to their support, by reason of the surrounding white population. They then betook themselves to the woods, commenced the opening of small clearing, and the raising of stock; still however following the chase. Game has since become so scarce that little dependence for subsistence can be placed upon it.....

On the other hand it cannot be doubted that the nation is improving rapidly improving in all those particulars which must finally constitute the inhabitants an industrious and intelligent people.

In 1810 there were 19,500 cattle; 6,100 horses, 19,600 swine; 1,037 sheep; 457 looms; 1,600 spinning wheels; 30 waggons, 500 ploughs; 3 saw-mills; 13 grist-mills &c.

At this time (1826) there are 22,000 cattle, 7,600 horses; 46,000 swine; 2,500 sheep; 762 looms; 2,488 spinning wheels; 172 waggons; 2,943 ploughs, 10 saw-mills; 31 grist-mills; 62 Blacksmith-shops; 8 cotton machines; 18 schools; 18 ferries; and a number of public roads.

Elias Boudinot continued describing in detail the Cherokee syllabary invented by George Guest and the high literacy rate among the young, the formation of a republican government in the Cherokee Nation, and laws passed to “establish the respectability of the nation.” His closing remarks are as follows:

But if the Cherokee Nation fail in her struggle, if she die away, then all hopes are blasted, and falls the fabric of Indian civilization.....There is, in Indian history, something very melancholy, and which seems to establish a mournful precedent for the future events of the few sons of the forest, now scattered over this vast continent. We have seen every where the poor aborigines melt away before the white population. I merely speak of the fact, without at all referring to the cause. We have seen, I say, one family after another, one tribe after another, nation after nation, pass away; until only a few solitary creatures are left to tell the sad story of extinction.

Shall this precedent be followed? I ask you, shall red men live, or shall they be swept from the earth? With you and this public at large, the decision chiefly rests. Must they perish? Must they all, like the unfortunate Creeks, (victims of the unchristian policy of certain persons,) go down in sorrow to their grave.

They hang upon your mercy as to a garment. Will you push them from you, or will you save them? Let humanity answer.

While Boudinot was in Philadelphia, his address was published in a pamphlet, which he hoped would reach even more people. Funds raised from his tour made it possible to purchase a press and the Cherokee National Council appropriated funds to build a printing office at New Echota and named the newspaper, the Cherokee Phoenix (Perdue 1996: 66-87).

On October 13, 1826 the National Committee and National Council called for a Constitutional Convention and an election to be held in each district for three delegates to the Convention. The delegates were elected as follows:

Districts	Delegate	Delegate	Delegate
Chickamauga	John Ross	John Baldrige	
Chattooga	George Lowrey	Edward Gunter	John Brown
Coosawatee	John Martin	Joseph Vann	Kelechulee
Amohee	The Hair (Hair Conrad)	Lewis Ross	Thomas Foreman
Hickory Log	James Daniel	John Duncan	
Hightower (Etowah)	Joseph Vann	John Beamer	Thomas Petit
Aquohee	Situwakee	Richard Walker	John Timson
Taquohee	Ooclenota	William Boling	

Figure 4.2. Delegates to the 1827 Cherokee Constitutional Convention. Cherokees of the Old South.

John Ross was named as the Presiding Officer of the Constitutional Convention and Alexander McCoy was appointed as Clerk. The document produced from this convention “epitomized nearly a generation of progressive legislation” and “led to a greater unity in government, and produced a broader system of justice for the Cherokee people (Malone 1956: 84-85). The road to adopting the Constitution was not without bumps. Strong opposition to the constitution was led by a full-blood conservative and member of the National Council, White Path. He held meetings in Turniptown, his home town, advocating the following measures: “repudiation of the constitution; abandonment of the white man’s religion, economic life, and social structure; and re-adoption of tribal existence.” After being removed from his office late in 1828, he had a change of attitude and made a public acceptance of the constitutional government. White Path was reinstated on the National Council (Malone 1956: 87).

Principal Chief Path Killer and Assistant Principal Chief Charles Hicks died six months before the Cherokee Nation reached its apex in the establishment of a republican form of government by the adoption of a Constitution on July 26, 1827. Both had “ardently supported a unified Cherokee Nation.” Elections for new leaders of the Cherokee Nation were held in the National Council meeting during fall 1828. John Ross was elected Principal Chief and George Lowrey was elected Assistant Principal Chief (Phillips & Phillips 1998: 397-398).

In October 1827, the Cherokee Council at New Echota issued a resolution for the establishment of a newspaper to be printed weekly under the name of *Cherokee Phoenix*. The newspaper was to print important news and official publication in the Cherokee syllabary created by Sequoyah. Elias Boudinot, educated in Cornwall in Connecticut, was hired as editor at an annual salary of \$300. The first edition of the *Cherokee Phoenix* was published on February 21, 1828. Boudinot hoped for a wide circulation of the newspaper not only among Indians but also white men. He hoped it would serve “the

best interests of the Cherokees” since it “belonged to the Cherokee Nation” (Malone 1956: 158).

Boudinot planned to circulate 200 copies of each issue in the Cherokee Nation and through agents in a number of states, he obtained subscription from whites. “By July, he could boast thirty to forty subscribers in Mobile, Alabama, and a like number in Troy, New York, as well as scattered subscribers throughout the United States. A year later, a copy of the Phoenix had even reach Baron William de Humbolt in Berlin.” His father-in-law, Benjamin Gold, wrote in a letter dated June 24, 1829 that approximately 100 U.S. newspapers were exchanged with the *Phoenix* (Perdue 1996: 16, 17, 36).

The Splintering of the Cherokee Nation

When Congress passed the Indian Removal Act on May 28, 1830, it marked the beginning of a new struggle for the Cherokee Nation. Since the Cherokee Nation was unified under a Constitutional government, there was now a mechanism in place to deal with issues concerning the well-being of the Nation. During the years after the passage of the Indian Removal Act up until the signing of the treaty at New Echota on December 29th, 1835, the Cherokee government sent numerous delegations to Washington City (D.C.) in hopes of influencing Congress to oppose the removal of the Cherokee Nation to the west of the Mississippi River. At the same time the U.S. Government sent envoys to secure a final land cession of lands east of the Mississippi.

On October 20th, 1830 Colonel John Lowry, who was appointed as a special commissioner by the federal government, presented “a formal proposition for their removal west.” The action of the Cherokee National Council on October 22nd was an “emphatic refusal.” During the following months several other special commissioners and emissaries were appointed to negotiate with the Cherokee Nation and met with the same results (Royce 1883-1884: 262).

On November 19th, 1830 John Ross wrote a letter from the Cherokee Nation Executive Department to Richard Taylor, John Ridge, and William S. Coodey stating the following:

Gentleman,

By the authority of the General Council and with the advice & consent of the Committee, you have been nominated & appointed as delegates to attend to the business of this nation at the seat of the General Government during the session of the approaching Congress. Upon your arrival at Washington City you will therefore, as customary report yourselves thro’ the war department to the President [Andrew Jackson], and request an interview with him as soon as circumstances will permit.....

I place into your hands documents containing the correspondence of former delegations with the war department on various subjects, which remain unadjusted.....

Should you find that the sum appropriated to meet your expenditures, to be inadequate, you are authorized to draw on the general government for any amount of the annuity due to this nation. You will keep a correct account of your expenditures and on your return, make a report of the same to the National Treasurer. Confiding in your fidelity & abilities to discharge the arduous duties committed to your care, you are authorized to exercise a sound discretion & judgment in all other things for promoting the best interest of this nation, according to the provisions of the Constitution.....

J Ross

(Moulton 1985: 206-207).

On December 1st, 1831 John Ross wrote a letter informing John Martin, John Ridge, and William S. Coodey that they were appointed to a delegation to visit Washington on behalf of the Cherokee Nation. The delegation's mission was to inform President Jackson "unequivocally, that the declarations which have been so repeatedly made by the proper authorities that 'the Cherokee Nation will never consentingly abandon this country to remove west of the Mississippi river' accords with the true disposition of the people, and that their sentiments in this subject are unchangeable" (Moulton, 1985: 232).

During the same winter of 1832, the case of Worcester vs. the State of Georgia, involving the Cherokee Nation and its sovereignty, went to the United States Supreme Court. "Chief Justice John Marshall determined that the Indian Tribes were dependent sovereigns or nations within the borders of the United States. The Tribe was not subject to the passage of Georgia's state laws that disenfranchised them and determined that such laws were unconstitutional." President Jackson's refusal to enforce this decision "allowed the state of Georgia to deny civil rights to the Cherokee Nation. There was no doubt that Jackson was motivated by his desire for the removal of the Cherokee" (Bird 2003:11, Royce 1975: 136-138). The outcome for Samuel Worcester, a missionary to the Cherokees, was that he would remain in the Georgia penitentiary, even though the U.S. Supreme Court's decision was that his incarceration violated the treaty with the Cherokees and the states were bound under the U.S. Constitution. Georgia ignored the decision and the President refused to enforce the court order (Zinn 1980: 141).

During the winter and spring of 1831-1832, another formal attempt was made to secure a land cession and removal of the Cherokee Nation. On April 17, 1832 the Secretary of War sent Mr. E. W. Chester to the Cherokee Nation to negotiate a much more expanded version than the previous proposition presented to the Cherokee National Council on October 20, 1830 by Colonel Lowry. Mr. Chester failed to negotiate a treaty. On September 4th, 1832 Governor Lumpkin, of Georgia, "was requested to attend the Cherokee Council in October" and offer the same proposition. "A similar fate attended this attempt" (Royce 1883-1884: 263-264).

A Cherokee delegation, headed by John Ross, spent most of the winter of 1832-1833 in Washington with hopes of changing government policies concerning Cherokee removal. "A voluminous correspondence was conducted between them and the War Department upon the subject of their proposed removal (Royce 1883-1884: 272). Several letters are found in the Papers of Chief John Ross that were written to Lewis Cass from Brown's Hotel in Washington City (January and February 1833) and signed by Jno Ross, R. Taylor, Jno. F. Baldrige, and Joseph Vann (Moulton 1985) 256-258). "They (the delegation) were yet unshaken in their objections to a removal west of the Mississippi River. On the question of their rights and the justice of their cause, their minds were equally unchangeable." They additionally asked that the federal Government "satisfy the claims of Georgia by granting to those of her citizens who had in the lotteries of that State drawn lots of land within the Cherokee limits" by exchanging lands owned the United States in other territories or states. On February 2, 1833 the Secretary of War, replying for President Jackson, stated that no "practicable plan could be adopted by which the reversionary rights held under the State of Georgia could be purchased upon such terms as would justify the Government in entering into a stipulation to that effect." He further stated that it would not change the conditions of the Cherokee where they

were subject to the laws of Georgia, surrounded by the white settlements, and “exposed to all those evils which had always attended the Indian race when placed in immediate contact with the white population.” In Jackson’s opinion, removing the Cherokee from these surroundings was the way to avoid that fate “which had already swept away so many Indian tribes” (Royce 1883-1884: 272).

John Ross replied in a communication expressed with great diplomacy, but with feelings of “great diffidence and deep regret” that “this scheme of Indian removal” was:

more expediency and policy to get rid of the Cherokees than to perpetuate their race upon any permanent, fundamental principle. If the doctrine that Indian tribes could not exist contiguous to a white population should prevail, and they should be compelled to remove west of the States and Territories of this republic, what was to prevent a similar removal of them from there for the same reason?

An attempt to bribe John Ross by the U.S. Government was denied by the Commissioner of Indian Affairs in a letter to Agent Montgomery dated April 22, 1833. While the story was unfounded, “its improbability would possibly have been more evident but for the fact that only five years earlier the Secretary of War had appointed secret agents and authorized them to expend \$2,000 in bribing the chiefs for this very purpose, and had made his action in this respect a matter of public record” (Royce 1883-1884: 273-274).

During January 1834 a Cherokee delegation returned again to Washington and submitted a proposition on March 28, 1834, stating that their existence and permanent welfare depended on the relationship between the Cherokee Nation and the federal government, which should “eventually lead to an amalgamation with the people of the United States. They proposed the following:

As the prospects of securing this object collectively, in their present location in the character of a territorial or State government, seemed to be seriously opposed and threatened by the States interested in their own aggrandizement, and as the Cherokees had refused, and would never voluntarily consent, to remove west of the Mississippi, the question was propounded whether the Government would enter into an arrangement on the basis of the Cherokees becoming prospectively citizens of the United States, provided the former would cede to the United States a portion of their territory for the use of Georgia; and whether the United States would agree to have the laws and treaties executed and enforced for the effectual protection of the Cherokees on the remainder of their territory for a definite period, with the understanding that upon the expiration of that period the Cherokees were to be subjected to the laws of the States within whose limits they might be, and to take an individual standing as citizens thereof, the same as other free citizens of the United States, with liberty to dispose of their surplus lands in such manner as might be agree upon.

The reply (dated May 1, 1834) to this proposition was that the President (Jackson) did not see the slightest hope of a termination to the embarrassments under which the Cherokees labored except in their removal to the country west of the Mississippi (Royce 1883-1884: 274).

A most interesting aspect of this 1834 Cherokee delegation to Washington is that separate negotiations were being conducted by delegation members. Proposals were

diverging as to their content and intentions. On March 3, 1834 Andrew Ross, John Ross's brother, who was also a member of the delegation, "suggested to the Commissioner of Indian Affairs that if he were authorized so to do he would proceed to the Cherokee country and bring a few chiefs or respectable individuals of the nation to Washington, with whom a treaty could be effected for the cession of the whole or part of the Cherokee territory." This was exactly what the federal government was hoping for and if a treaty should be concluded the government would pay the expenses of the delegation. Andrew Ross succeeded in assembling a committee at the Cherokee Agency and appointed William Hicks as chief and John McIntosh as assistant chief. When the committee arrived in Washington, Hon. J.H. Eaton was designated to negotiate with them. Before the treaty was concluded Eaton advised Ross of the negotiations and asked for his co-operation in the scheme. Ross answered in a letter dated May 29, 1834 refused to be a part of it and added in behalf of the Cherokee Nation that "in the face of Heaven and earth, before God and man, I most solemnly protest against any treaty whatever being entered into with those of whom you say one is in progress so as to affect the rights and interests of the Cherokee Nation east of the Mississippi River." On the June 19, 1834, the treaty or agreement was concluded as follows:

The treaty provided for the opening of emigrant enrolling books, with a memorandum heading declaring the assent of the subscriber to a treaty yet to be concluded with the United States based upon the terms previously offered by the President, covering a cession and removal, and with the proviso that if no such subsequent treaty should be concluded within the next few months then the subscribers would cede to the United States all their right and interest in the Cherokee lands east of the Mississippi. In consideration of this they were to be removed and subsisted for one year at the expense of the United States, to receive the ascertained value of their improvements, and to be entitled to all such stipulations as should thereafter be made in favor of those who should not then remove (Royce 1883-1884: 275)

The treaty failed to be ratified, however the enrolling books were opened and some Cherokees entered their names for emigration.

While negotiations for the treaty were being conducted, John Ross and his delegation presented a memorial to Congress on May 17, 1834. Royce (1883-1884) of American Bureau of Ethnology thought the memorial was worthy of being reproduced, because it portrays the Cherokee's attachment to the land of their fathers, assesses "the wrongs and humiliations of the past," and shows their lack of confidence that "justice, prosperity, and happiness awaited them" when removed to the west of the Mississippi. The memorial is as follows:

The memorial of the Cherokee Nation respectfully showeth, that they approach your honorable bodies as the representatives of the people of the United States, intrusted by them under the Constitution with the exercise of their sovereign power, to ask for protection of the rights of your memorialists and redress of their grievances.

They respectfully represent that their rights, being stipulated by numerous solemn treaties, which guaranteed to them protection, and guarded as they supposed by laws enacted by Congress, they had hoped that the approach of danger would be prevented by the interposition of the power of the Executive charged with the execution of treaties and

laws; and that when their rights should come in question they would be finally and authoritatively decided by the judiciary, whose decrees it would be the duty of the executive to see carried into effect. For many years these their just hopes were not disappointed.

The public faith of the United States, solemnly pledged to them, was duly kept in form and substance. Happy under the parental guardianship of the United States, they applied themselves assiduously and successfully to learn the lessons of civilization and peace, which, in the prosecution of a humane and Christian policy, the United States caused to be taught them. Of the advances they have made under the influence of this benevolent system, they might a few years ago have been tempted to speak with pride and satisfaction and with grateful hearts to those who have been their instructors. They could have pointed with pleasure to the houses they had built, the improvements they had made, the fields they were cultivating; they could have exhibited their domestic establishments, and shown how from wandering in the forests many of them had become the heads of families, with fixed habitations, each the center of a domestic circle like that which forms the happiness of civilized man. They could have shown, too, how the arts of industry, human knowledge, and letters had been introduced amongst them, and how the highest of all the knowledge had come to bless them, teaching them to know and to worship the Christian's God, bowing down to Him at the same seasons and in the same spirit with millions of His creatures who inhabit Christendom, and with them embracing the hopes and promises of the Gospel.

But now each of these blessings has been made to them an instrument of the keenest torture. Cupidity has fastened its eye upon their lands and their homes, and is seeking by force and by every variety of oppression and wrong to expel them from their land and their homes and to tear them from all that has become endeared to them. Of what they have already suffered it is impossible for them to give the details, as they would make a history. Of what they are menaced with by unlawful power, every citizen of the United States who reads the public journals is aware. In this their distress they have appealed to the judiciary of the United States, where their rights have been solemnly established. They have appealed to the Executive of the United States to protect these rights according to the obligations of treaties and injunction of the laws. But this appeal to the Executive has been made in vain. In the hope by Yielding something of their clear rights they might succeed in obtaining security for the remainder, they have lately opened a correspondence with the Executive, offering to make a considerable cession from what had been reserved to them by solemn treaties, only upon condition that they might be protected in the part not ceded. But their earnest supplication has been unheeded, and the only answer they can get, informs them, in substance, that they must be left to their fate, or renounce the whole. What that fate is to be unhappily is too plain.

The State of Georgia has assumed jurisdiction over them, has invaded their territory, has claimed the right to dispose of their lands, and has actually proceeded to dispose of them, reserving only a small portion to individuals, and even these portions are threatened and will no doubt, soon be taken from them. Thus the nation is stripped of its territory and individuals of their property without the least color of right, and in open violation of the guarantee of treaties. At the same time the Cherokees, deprived of the protection of their own government and laws, are left without the protection of any other laws, outlawed as it were and exposed to indignities, imprisonment, persecution, and even to death, though they have committed no offense whatever, save and except that of seeking to enjoy what belongs to them, and refusing to yield it up to those who have no pretense of title to it.

Of the acts of the legislature of Georgia your memorialists will endeavor to furnish copies to you honorable bodies, and of the doings of individuals they will furnish evidence if required. And your memorialists further respectfully represent that the Executive of the United States has not only refused to protect your memorialists against the wrongs they have suffered and are still suffering at the hands of unjust cupidity, but has done much more. It is but too plain that, for several years past, the power of the Executive has been exerted on the side of their oppressors and is co-operating with them in the work of destruction. Of two particulars in the conduct of the Executive your memorialists would make mention, not merely as matters of evidence but as specific subjects of complaint in addition to the more general ones already stated.

The first of these is the mode adopted to oppress and injure your memorialists under color of enrollments for emigration. Unfit persons are introduced as agents, acts are practiced by them that are unjust, unworthy, and demoralizing, and have no object but to force your memorialists to yield and abandon their rights by making their lives intolerably wretched. They forbear to go into particulars, which nevertheless they are prepared, at a proper time, to exhibit.

The other is calculated also to weaken and distress your memorialists, and is essentially unjust. Heretofore, until within the last four years, the money appropriated by Congress for annuities has been paid to the nation, by whom it was distributed and used for the benefit of the nation. And this method of payment was not only sanctioned by the usage of the Government of the United States, but was acceptable to the Cherokees. Yet, without any cause known to your memorialists, and contrary to their just expectations the payment has been withheld for the period just mentioned, on the ground, then for the first time assumed, that the annuities were to be paid, not as hitherto, to the nation, but to the individual Cherokees, each his own small fraction, dividing the whole according to the numbers of the nation. The fact is, that for the last four years the annuities have not been paid at all.

The distribution in this new way was impracticable, if the Cherokees had been willing thus to receive it, but they were not willing; they have refused and the annuities have remained unpaid. Your memorialists forbear to advert to the motive of such conduct, leaving them to be considered and appreciated by Congress. All they will say is, that it has coincided with other measures adopted to reduce them to poverty and despair and to extort from their wretchedness a concession of their guaranteed rights. Having failed in their efforts to obtain relief elsewhere, your memorialists now appeal to Congress, and respectfully pray that your honorable bodies will look into their whole case, and that such measures may be adopted as will give them redress and security (Royce 1883-1884: 276-277).

Ridge (Treaty) Faction and Ross (National) Faction

Early in February 1835 of the following year, instead of one delegation going to Washington to represent the Cherokee Nation, two rival delegations arrived. It was very apparent that the Cherokee Nation had split into two factions, the Treaty Party (also known as the Ridge Party) and National (Ross) Party. At the root of this split was an event that took place one year earlier during the trip to Washington by the Cherokee Delegation. As noted previously Andrew Ross, John Ross' brother diverged from his brother's stand against Cherokee emigration. While in Washington, he had suggested to the Commissioner of Indian Affairs that if he were authorized to bring notable Cherokee

chiefs and individuals to Washington, to negotiate a treaty for Cherokee emigration, he would do so. The committee, Andrew Ross assembled met with John Eaton in Washington and negotiated a treaty, but since it failed to be ratified (Royce 1883-1884: 275), the U.S. government would continue to negotiate a treaty, while anger between the two parties continued to mount.

President Jackson wrote the following letter from his home at the Hermitage in Nashville on September 3, 1834 to Ben Currey and Colonel Hugh Montgomery:

I have just been advised that Walker has been shot and Ridge and other Chiefs in favor of emigration and you as agent of the United States government threatened with death.

The Government of the United States has promised them protection. It will perform its obligations to a letter. On the receipt of this, notify John Ross and his council that we will hold them answerable for every murder committed on the emigrating party. (Woodward 1963: 177).

On November 27, 1834 the Treaty Party (Ridge Faction) became official, being organized at the home of John Ridge at Running Waters. Ben Currey described the event to Governor of Georgia, Wilson Lumpkin in the following letter:

Sir—I am now at John Ridge’s where a council is to be held on the 27 inst in order to organize a party favourably disposed to Cherokee removal. An election of chiefs in favour of transplanting the tribe will be held.....and a delegation is to be appointed to go to the city—Washington—to memorialize Congress.....

The party about to be organized will require money. Their expenses will not fall short of three thousand dollars in a contemplated visit to Washington City....They desire me to say one season more will give them an entire ascendancy over all opposition, provided they receive a hearty support from the states and Gen’l Government and request that you address the President and Sec. of War urging the importance of having a fund to be reached through the draft of the Superintendent to carry on the cause successfully which appears to be gaining formidable support (Woodward 1963: 178)

If John Ross had read the correspondence between the Governor of Georgia and John Ridge, he would have realized that going to Washington was useless. The Governor’s correspondence indicated that a treaty negotiated with the Ridge Party would be the only one accepted by President Jackson. Several weeks prior to the meeting at John Ridge’s house, John Ross in a letter to Ridge had attempted to reconcile differences for the good of the Cherokee Nation. Another attempt at reconciliation occurred on the eve of the 1835 trip to Washington, but was a “fiasco.” The schism deepened (Woodward 1963: 178-179).

In February 1835 when the two opposing parties arrived in Washington, both delegations claimed to represent the Cherokee Nation. John Ross, as principal chief, headed one delegation and was accompanied by R. Taylor, Daniel McCoy, Samuel Gunter, and William Rogers. The other delegation was headed by John Ridge (the same John Ridge who was educated in Cornwall, Connecticut) and accompanied by William A. Davis, Elias Boudinot, A. Smith, S.W. Bell, and J. West. Rev. J. F. Schermerhorn was authorized to meet with Ridge. Before Schermerhorn could meet with the Ridge delegation, the Ross delegation requested the opportunity to submit a proposal to the

President for his approval. So much time lapsed with no proposal from the Ross delegation that Schermerhorn began negotiations with the Ridge delegation. The basic agreement was that Cherokee lands would be ceded for \$3,250,000 and \$150,000 would be set aside for depredation claims. An additional tract of 800,000 acres of land west of the Mississippi would be added to land already promised them, totaling to 13,800,000 acres (Royce 1883-1884: 278).

When the Ross delegation learned that negotiations were proceeding with the Ridge delegation, his delegation submitted a proposition on February 25th, 1835. The proposition asked for \$20,000,000 for the cession of the Cherokee lands and an uncertain amount of money for “a class of claims of uncertain number and value. This was considered so unreasonable as to render the seriousness of his proposition doubtful at the time, but it was finally modified by an assertion of his willingness to accept such sum as the Senate of the United States should declare to be just and proper” (Royce 1883-1884: 279)

A statement of all the facts involving the propositions from the two delegations was given to Senator King of Georgia and he submitted the statement to Committee on Indian Affairs on March 2nd. It was decided that this matter should be put before an assembly of the Cherokee people for their consideration. On March 6th the Secretary of War advised Ross that in the opinion of the Senate that “a sum not exceeding \$5,000,000 should be paid to the Cherokee Indians for all their lands and possessions east of the Mississippi River.” Ross declined to negotiate under this condition. The treaty with the Ridge delegation was “completed with some modifications and duly signed on the 14th of March 1838, but with the express stipulation that it should receive the approval of the Cherokee people in full council assembled before being considered of any binding force.” The payment for the Cherokee land was changed to \$4,500,000 with 800,000 additional acres. On March 16th President Jackson sent an address to the Cherokees, “inviting them to a calm consideration of their condition and prospects, and urging upon them the benefits certain to inure to their nation by the ratification of the treaty just concluded and their removal to the western country” (Royce 1883-1884: 279).

Even before a final treaty was made a census was taken of every Cherokee home in 1835 to determine an accurate number for removal and to identify legitimate claimants for spoliations (Bird 2003: 11). This census is the only known enumeration documenting the whole Cherokee Nation and was to be taken under the direction of Major Benjamin F. Currey, Superintendent of Cherokee Removal. In a letter dated September 7, 1835 written to Secretary of War Lewis Cass from Major Currey and others, the instructions were as follows:

To be fully possessed of a knowledge of their number, the number of each man’s houses, the number of his farms, with the quantity of land under cultivation, the proportion of tillable land, the mineral resources and water privileges of the country, etc., the commissioners would be able to fix a true estimate upon the value of the country in case the whole tribe does not approve of the gross sum fixed upon already (Trail of Tears Association Oklahoma Chapter 2002: Introduction).

Five census takers were appointed by Major Currey. Rezin Rawlins was appointed census taker for the State of Alabama, George W. Underwood and C.H. Nelson for the State of Georgia, Nathaniel Smith for the State of North Carolina, and Daniel

Henderson for the State of Tennessee. The name of the roll seems to have retained the name of Daniel Henderson and is sometimes called the Henderson Roll. Nathaniel Smith would later become the superintendent for Cherokee removal after the death of Benjamin Currey. The census for Tennessee was finished in late September 1835, in Alabama approximately one month later, and in Georgia and North Carolina it wasn't until late December 1835 (Trail of Tears Association Oklahoma Chapter 2002: Introduction). The census yielded the following population numbers:

States	Cherokees	Slaves	Whites Intermarried
Georgia	8,946	776	68
North Carolina	3,644	37	22
Tennessee	2,528	480	79
Alabama	1,424	299	32
Total	16,542	1,592	201

Figure 5.1. Chart compiled from Fifth Annual Report of the Bureau of Ethnology. 1883-1884.

President Jackson appointed Schermerhorn and General William Carroll to present an address to the council. Due to General Carroll's ill-health, Rev. Schermerhorn went to the Cherokee Nation alone. He spent the entire summer and fall of 1835 attempting to reconcile differences, but basically made no progress. In a communication to the Secretary of War Rev. Schermerhorn suggested two alternative propositions to secure a treaty as follows:

- (1) That the appraising agents of the Government should ascertain from influential Cherokees their own opinion of the value of their improvements, and promise them the amount, if this estimate should be in any degree reasonable, and if they would take a decided stand in favor of the treaty and conclude the same.

Or

- (2) To conclude the treaty with a portion of the nation only, should one with the whole be found impracticable, and compel the acquiescence of the remainder in its provisions.

On September 26, 1835 Schermerhorn was advised that President Jackson was opposed and asked that he (Schermerhorn) "abandon the effort and leave the nation to the consequences of its own stubbornness. Schermerhorn must make no particular promise to any individual, high or low, to gain his co-operation. The interest of the whole must not be sacrificed to the cupidity of a few" (Royce 1883-1884: 280).

A full council of the Cherokee people met in October 1835 and rejected the Ridge treaty proposal. Both John Ridge and Elias Boudinot pulled their support from Schermehorn and "coincided with the preponderance of Cherokee sentiment on the subject." The Red Clay council authorized the Ross delegation to negotiate a treaty either at Red Clay or in Washington. During this council meeting the people of the Cherokee Nation were asked to meet with the United States commissioners on the third Monday in December at New Echota, "for the purpose of negotiating and agreeing upon

the terms of a treaty. Notices about the meeting were also printed in Cherokee and circulated throughout the Cherokee Nation; however the notices additionally stated “that those who did not attend would be counted as assenting to any treaty that might be made.” While the October council was adjourning, John Ross was arrested and detained for some length of time under “the surveillance of a strong guard.” During his arrest “all of his papers were seized, including as well all his private correspondence and the proceedings of the Cherokee council” (Royce 1883-1884: 280-281).

In Schermerhorn’s report (to Washington) of his failure to conclude the negotiations with a treaty that was acceptable to the Cherokee Nation, he stated the following: (Royce 1883-1884: 280).

I have pressed Ross so hard by the course I have adopted that although he got the general council to pass a resolution declaring that they would not treat on the basis of the \$5,000,000, yet he has been forced to bring the nation to agree to a treaty, here or at Washington. They have used every effort to get by me and get to Washington again this winter. They dare not yet do it. You will perceive Ridge and his friends have taken apparently a strange course. I believe he began to be discouraged in contending with the power of Ross; and perhaps also considerations of personal safety have had their influence, but the Lord is able to overrule all things for good (Senate Document 120, Twenty-fifth Congress, second session: 124).

On December 22, 1835 Rev. Schermerhorn opened the Cherokee Nation Council at New Echota “in the absence of Governor Carroll, whose health was still such as to prevent his attendance.” The National Intelligencer (May 22, 1838 issue) reported that the number in attendance to be between 300 and 500 Cherokees. Schermerhorn in a communication to the Commissioner of Indian Affairs dated December 31, 1835 stated the following:

The objects of the council were fully explained, the small attendance, being attributed to the influence of John Ross. It was also suggested by those unfriendly to the proposed treaty as a good reason for the absence of so large a proportion of the nation, that the right to convene a national council was vested in the principal chief, and they were unaware that that officer’s authority had been delegated to Mr. Schermerhorn (Royce 1883-1884: 281).

The following day on December 23rd those present at the council meeting entered into negotiations and appointed a committee of twenty members to work on the details of the treaty with the Commissioner (Schermerhorn) and present the results to the whole council. The treaty committee and Schermerhorn worked for the following five days. Details were agreed upon except whether or not the resolution of the Senate included compensation by the federal government for damages to individual property by white trespassers. The Cherokees wanted \$300,000 to cover these damages, and it was agreed “that the treaty should not be presented to the Senate without the consent of their delegation until they were satisfied the Senate had not included these claims in the sum named in the resolution of that body.” An interesting stipulation in this treaty is granting of reservations to Cherokees wishing to remain in their homes and become citizens of the United States. Schermehorn agreed to the following stipulation:

To allow pre-emptions of 160 acres each, not exceeding 400 in number, in the States of North Carolina, Tennessee, and Alabama, to such heads of Cherokee families only as were qualified to become useful members of society. None were to be entitled to the privilege unless their applications were recommended by a committee of their own people (a majority of which committee should be composed of those members of the tribe who were themselves enrolled for removal) and approved by the United States commissioners. The latter also proposed to make the reservations dependent upon the approval of the legislatures of the States within which they might be respectively located, but to this proposition a strenuous objection was offered by the Indians.

The Cherokee committee reported the articles as agreed upon to the Cherokee council, where the treaty was approved, transcribed, and signed on the December 29th, 1835. The council designated a committee to travel to Washington and oversee any alterations proposed by the President or Senate. The council adjourned on December 30th and immediately afterwards, Commissioner Schermerhorn wrote the Secretary of War saying: "I have the extreme pleasure to announce to you that yesterday I concluded a treaty. * * * Ross after this treaty is prostrate. The power of the nation is taken from him, as well as the money, and the treaty will give general satisfaction." Source: National Intelligencer, published May 22, 1838 (Royce 1883-1884: 282). President Jackson disapproved of several articles in this treaty, especially the pre-emption right of 160 acres. This article was declared void. Removal expenses and payment of claims against citizens of the United States would be allowed at the sum of \$600,000, in addition to the \$5,000,000 for the land cession (Royce 1883-1884: 282).

John Ross in the meantime tried to influence pro-treaty senators to change their mind. He was in Washington again in the spring of 1836 with a delegation to present two protests against the ratification of the treaty. One was signed by 3,250 Cherokee living in North Carolina and the other by 12,714 persons living in the main body of the Cherokee Nation. Ross also demanded payment of the annuities "to himself as the duly authorized representative of the nation, which was declined unless special direction to that effect should be given by an authentic vote of the tribe from year to year." He was informed that President Jackson no longer recognized "any existing government among the Eastern Cherokees." In spite of attempts by the Ross delegation to stop the ratification of the treaty, it was ratified on May 23, 1836. The terms of the treaty mandated that within two years the Cherokee Nation must remove west of the Mississippi River. On June 7th, 1836 Gov. Wilson Lumpkin of Georgia and Gov. William Carroll of Tennessee were appointed commissioners to oversee execution of the treaty. Benjamin F. Curry was placed in charge of the agents to appraise the value of Cherokee improvements (Royce 1883-1884: 282-283).

An interesting document was found in the records of the 25th Congress, 2nd Session, Senate document No.120. This document recorded the names of Cherokees who were paid for their services and expenses incurred in negotiating the Treaty of New Echota, 29th Dec. 1835. The title is: "Abstract of moneys paid by Benjamin F. Currey to the Cherokees, for expenses incurred and service rendered." Images of the document are on the following two pages.

ABSTRACT of moneys paid by Benjamin F. Currey to the Cherokee, for expenses incurred and services rendered, as per the following receipts.

[120]
1834

Date.	To whom paid.	Nature of the expenditure.	Amount.
1834.			
May 25	James Starr	For services and expenses incurred in negotiating treaty of 25th Dec., 1828	\$600 00
July 2	Do.	Do. do. do. do.	1,091 00
May 20	Andrew Ross	Do. do. do. do.	500 00
July 2	Do.	Do. do. do. do.	2,100 00
May 25	John Guzier	Do. do. do. do.	600 00
July 2	Do.	Do. do. do. do.	715 00
May 25	Longbell Turtle	Do. do. do. do.	600 00
July 6	Do.	Do. do. do. do.	600 00
2	Johnson Rogers	Do. do. do. do.	1,520 00
2	James Rogers	Do. do. do. do.	2,175 00
2	John Smith	Do. do. do. do.	2,175 00
2	William S. Coody	Do. do. do. do.	1,467 00
6	Elihu Bondenot	Do. do. do. do.	1,520 00
6	John A. Bell	Do. do. do. do.	1,200 00
6	William Rogers	Do. do. do. do.	1,316 00
6	Robert Sanders	Do. do. do. do.	1,200 00
6	Tapsky	Do. do. do. do.	1,200 00
6	James Foster	Do. do. do. do.	1,200 00
6	John Fields	Do. do. do. do.	1,200 00
6	Major Ridge	Do. do. do. do.	1,250 00
6	George Welch	Do. do. do. do.	1,200 00
6	John Ridge	Do. do. do. do.	2,054 87
6	Saml White	Do. do. do. do.	1,419 00

	6	James Fields	Do.	do.	do.	do.	1,900 00
	6	Wash. Adair	Do.	do.	do.	do.	110 00
	6	Samuel A. Bell	Do.	do.	do.	do.	354 00
	6	Archibald Smith	Do.	do.	do.	do.	354 00
Jan.		Benj. F. Currey	For travelling expenses in North Carolina, and to seat of Government, and returning to Cherokee agency, also necessary repairs done to agency buildings, bill for stationery for public use				549 50
May 26		James A. Foreman	For services and expenses incurred in negotiating treaty of 29th Dec., 1835				600 00
July 3		Do.	Do.	do.	do.	do.	715 00
							33,039 37

BENJAMIN F. CURREY,
Acting Indian Agent.

1035

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Chapter 5

Pro-Treaty Group Removal: The Ridge Party

By Larry J. Smith

Members of the Pro-Treaty Removal faction of Cherokees, those who favored immigration to the West, and who signed the Treaty of New Echota in 1835, were understandably the first to leave their homeland. Not least among their reasons for departing as soon as possible was the real threat of reprisal by those opposed to the treaty. It was clearly a violation of the blood law, which called for full consent of the nation for the cession or sale of Cherokee lands (Woodward 1963:187). It is reported that as he signed the treaty, Major Ridge, leader of the Pro-Treaty group, said he had signed his death warrant (Ehle 1989:295).

Major Ridge was born ca 1771 on the Savannah Ford of the Hiwassee River in present Polk County, Tennessee. His parents were near full-bloods who through family tradition claimed kinship to Attakullakulla and other Cherokee chiefs. They named their son Kah-nung-da-cla-geh. He had three older brothers who died in their youth, and a younger one, Oo-Watie, "The Ancient One," who lived to maturity. There was also another brother who died young, and a sister who survived. Around 1776 the whites destroyed more than fifty Cherokee villages during their long war with the Chickamaugas, so the family moved to the Sequatchie Valley in present Marion County, Tennessee. It was while living and hunting in this mountainous region that he was given the name "The man, who walks on the mountaintop," which was shortened to "The Ridge" (Wilkins 1970:3-5, 7, 9, 11).

The Ridge married Susanna Wickett about 1792 and she bore him several children—author Thurman Wilkins states their first child was Nancy, followed by John, who was born in 1803, a baby who died, Walter (Watty or Wattie, Watie), who was described as feebleminded, and the last, a daughter named Sarah or Sally (Wilkins 1970:28,31). Authors Edward Dale and Gaston Litton list only three children: John, Sarah, and Walter (Dale and Litton 1995:12n).

He became a warrior against his parents' wishes and earned the name Nung-noh-hut-tar-hee, "He who slays the enemy in the path." The Ridge fought alongside Dragging Canoe, John Watts, Bloody Fellow, Doublehead, and others. During the war with the whites he moved his family to Pine Log, in north Georgia, between the Oostanaula and Etowah Rivers in present Bartow County (Wilkins 1970:4,14-24).

When peace between the Cherokees and whites was declared in 1794, The Ridge returned to Pine Log and began a long career as a leader of his people and as a farmer. He was elected to the tribal council at Oostanaula about 1796, though he was almost destitute. The Ridge moved his family to nearby Oothcaloga Creek, where he was joined by his brother, Oo-watie, and their sister and her husband (Wilkins 1970:25,30-31).

When Doublehead was accused of selling some Cherokee land to the United States in a secret deal in 1806, The Ridge was among those selected to assassinate their former Chickamauga warrior ally for violating the blood law (Conley 2005:83-84). By 1809 The Ridge had risen in popularity and was among thirteen men elected to the Cherokee National Council (Wilkins 1970:49).

The Shawnee Tecumseh visited the South in 1811 in an attempt to persuade the various Indian tribes to unite against the whites, but The Ridge and other Cherokee leaders chose to not join Tecumseh's alliance (Halbert and Hall 1995:40-84; Carter 1976:33).

When war broke out with the Red Stick Creeks in 1813, The Ridge was among the several hundred Cherokees who enlisted and fought for the United States (Woodward 1963:131). He

may have also recruited up to eight hundred of his people for the fight (Mooney 1992:96). He fought under Colonel Gideon Morgan, first as a captain and later as a major, and his company of men had at least two killed according to the casualty report. Following the war he retained the title of his military rank and became known as Major Ridge (Wilkins 1970:67; Moulton 1984:20-21).

Major Ridge's military service was not yet over. When trouble arose with the Seminoles and Creeks in Florida in 1818, he helped raise around 200 Cherokees and fought once again, though only briefly, for General Jackson (Wilkins 1970:115).

Major Ridge was one of the earliest supporters of education for the Cherokees and enrolled his son John and daughter Nancy in the new school/mission later called Brainerd, near present Chattanooga, Tennessee. His children had already received some schooling from the Moravians at Spring Place near present Chatsworth, Georgia. John would continue his education at the American Board of Commissioners for Foreign Missions school at Cornwall, Connecticut (Walker 1993:67-69, 156-157; Wilkins 1970:99,101).

Around 1831 Major Ridge moved his family to the Oostanaula River near present Rome, Georgia, to an existing two story log cabin. It was later remodeled and expanded by his son John, whose own plantation, Running Waters, was located nearby. Major Ridge's home has been preserved and today houses Chieftain's Museum. Major Ridge owned a ferry nearby, which added to his prosperity as a plantation owner (*Cherokee Phoenix*, January 15, 1831; Wilkins 1970:181-184). See Figure 4.1 for portrait painting of Major Ridge.

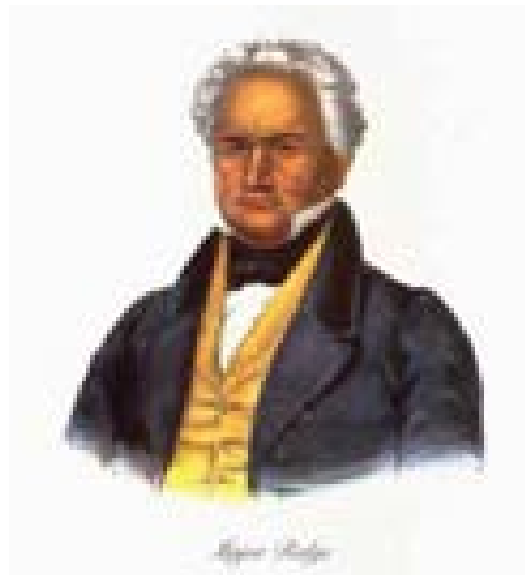


Figure 4.1. The McKenney Hall Portrait Gallery of American Indians

Although he originally opposed the cession or selling of any more Cherokee land, at some point Major Ridge became convinced that his people would fare better in the West, away from white intruders. He then became leader of those advocating removal and was among the December 29, 1835 signers of the Treaty of New Echota. Though considered fraudulent by a majority of the Cherokees, the treaty ceded the remaining Cherokee land to the United States and set in motion their removal (Carter 1976:135; Ehle 1989:295; Conley 2005:141-143).

Once the treaty was ratified by the U.S. Senate, some of the Cherokees began to self remove to the West. Major Ridge wasted no time in leaving—he and his family were in the first detachment of immigrants conducted by the federal government. General Nathaniel Smith, superintendent of Cherokee emigration, wrote Major General Winfield Scott on 21 September, 1838 that “...the first party of 466 [immigrants] left this 28th Feby. 1837....” (National Archives and Records Administration, SR, Record Group 393, Microfilm 1475, Roll 2, Frame 294).

Major Ridge, his wife Susanna, their son Walter, and granddaughter Clarinda were among those comprising this detachment. Of the 466 Cherokees reported by General Smith, half were children and five or six were Creeks. Also making the trip were several slaves—the Ridge family brought along eighteen of theirs. The detachment was loaded on to eleven open flatboats and headed down the Tennessee River (Foreman 1953:273-274; Ehle 1989:363).

A Moravian missionary witnessed the departure, and recorded that even the Pro-Treaty faction of Cherokees had reservations about leaving their homeland:

It is mournful to see how reluctantly these people go away, even the stoutest hearts melt into tears when they turn their faces towards the setting sun--& I am sure that this land will be bedewed with a Nation's tears—if not with their blood....Major Ridge is....said to be in a declining state, & it is doubted whether he will reach Arkansas (Ehle 1989:363).

Among the leaders of the flotilla was Dr. Clark Lillybridge of New York, who was appointed as a removal physician in October of 1836 (25th Congress, Second Session Senate Document 120:934-935, 937) (hereafter cited as Senate Document 120). He kept a journal of the entire voyage and his recordings are the best known account of the trip. His record of the trip was forwarded to the War Department. The journal was published in the *Mississippi Valley Historical Review* in 1931 by historian Grant Foreman, who titled the article “Journey of a Party of Cherokee Emigrants” (Foreman, ed. 1931:232-245). The portion of his journal from the detachment's arrival at Ross's Landing to their departure from Tuscumbia Landing follows in its entirety. Only minor changes are made to the text, with spellings, capitalization, italics and most punctuation used as Foreman recorded them. Dr. Lillybridge proved to be a vigilant physician and was devoted to his patients and sympathetic with their plight. He was perturbed when he was forbidden to purchase needed medicines and equipment due to an unsympathetic disbursing agent, and appears to have done all he could to make the difficult voyage as comfortable as possible. He often referred to himself in the journal as the Physician, and his method of diagnosing and administering treatment with various drugs or bleeding is most interesting. It is remarkable that no one was reported to have died on the voyage, due perhaps to Dr. Lillybridge's medical and humane acts.

Dr. Lillybridge began his journal when he arrived at Ross's Landing two days prior to the detachment's departure from the Landing:

March 1 Arrived at 3 O'clock P.M. at Ross' Landing where I had been previously ordered to join the Detachment. Visited the Camps of Indians collected here for emigration. Found one female slightly indisposed with common cold, and prescribed for her.

March 2d Visited camps—found all well. At 1 O'clock P.M. the Detachment arrived from the Agency, under the charge of Genl. [Nathaniel] Smith, the Superintendent. Dr. John W. Lyde accompanied the detachment to this place. I am informed he has been recently appointed by the Superintendent Medical Director to the Cherokee Emigration. Of this, however I have not been

officially advised. It is agreeable to have the aid of Gentlemen of the profession in this business; and the talents of Dr. Lyde, will unquestionably be a valuable addition to the Medical department of the Emigration.

I had been ordered to transport all the public Medicines at New Echota, to this place, for the benefit of the detachment. This Dr. Lyde examined and made an additional requisition for some that were not to be had before and for Hospital Stores &c, to be fill'd by me, when I arrive at a place where they could be had (Foreman, ed. 1931:233).

The eleven flatboats were stocked with provisions for the trip—150 bushels of corn meal, 78 barrels of flour, and 12,000 pounds of bacon (Wilkins 1970:290). There was also a full crew aboard to assist in the immigration of the Indians. Although Dr. John S. Young is listed as the conductor, he did not officially take charge of the detachment until it reached Tuscumbia. Assistant conductors were Abraham Cox, A.S. Harbin, J.M. Reeves, and David S. Walker. James Bigby Jr., Robert Brown, Jesse Hicks, and William Reese served as interpreters; Catherine Choate and Elizabeth Downing were nurses; Charles Johnson was the muster clerk; George S. Massey was the enrolling agent; John A. Jarnagin was in charge of services; and Williamson Smith was the contractor. In addition to Dr. Lillybridge, there were three other physicians—Barzallai Cottle, Samuel W. Doak, and A.M. Folger. Among the notable Cherokees onboard other than the Ridges was Turtle Fields and Stand Watie, Major Ridge's nephew. (Clark, n.d.:1). See Figure 4.2 below for image of Stand Watie.



Figure 4.2. In *Cherokee Cavaliers* by Edward Everett Dale and Gaston Litton. 1939 (Reprinted in 1995)

Turtle Fields was a Native Cherokee and an early convert to Methodism. In 1828 he was appointed to the Wills Valley, Alabama circuit (West 1893:392-393) His home was near Willstown (present DeKalb County, Alabama) as shown on John LaTourette's 1837 map of

Alabama (Alabama Department of Archives and History). Stand Watie later became a general in the Confederate army during the Civil War (Ehle 1989:389).

Dr. Lillybridge continued his journal with the departure of the detachment:

March 3d The additional Boats procured in this place for transporting the Indians were hastily put in order, and the Indians accordingly embarked and the Detachment left the Landing at 5 P.M. Many of the Indians whilst on Shore had found their way to the Whiskey Barrels, and became highly intoxicated. We therefore had a very rude and noisy set for a while—The Boats landed about sunset, at a place called Hickson Landing, about 5 miles from Ross' Landing. Night cold with high winds. Boats too open for the comfort of the Emigrants.

March 4th Set off from land about ½ past 6 o'clock. Visited the different Boats, found a few cases of common colds and Diarrheas, but none of sufficient importance to be placed on the Sick list. These cases generally yield to a single prescription of Cathartic and sudorific medicine. The weather during the day has been very uncomfortable, cloudy and a cold humid atmosphere, with an occasional flurry of snow. Extracted tooth for Daughter of Tse-Teska and another for Mrs. Archd. Downing. Mrs. Waitte, James Wolf & (illegible) slightly indisposed from exposure, prescribed for each.

March 5th Weather greatly moderated since last evening. Sun rose clear and bright and the pleasantness of the morning has given a cheerful aspect to all the detachment—Much inconvenience is experienced by the Physician, for the want of a Yawl or canoe to visit the different boats. The detachment is conveyed in Eleven flat Boats and thus far has been separated into three or more divisions. On this account it has been impossible for the Physician to visit all the emigrants at his pleasure—

This morning the Division with which the Physician sailed landed from necessity on the shore opposite of the other Boats. It was intended by the Conductor of this division to remain until the other boats came near and give the Physician the opportunity of boarding the other divisions. But in a few minutes it was discovered that a boat loaded with Whiskey lay at a short distance—the boats were immediately got under way, and thus the evil of another Whiskey frolic was prevented.

The patients mentioned yesterday have all except one been seen and are convalescent; other cases of Influenza show themselves. Mr. Waitte is affected with it by a local determination to his face and jaws, face much swollen, prescribed fomentations & cathartic. About 3 O'clock P.M. the different divisions of the boats came together & the Physician was enabled to visit all of the emigrants, no new cases of sickness of importance have taken place since last evening. Mrs. Downing is much troubled with inflammation of her face and jaws and prescribed for her.

March 6th Arrived at Gunter's Landing [present-day Guntersville, Alabama, over 100 miles downstream from Ross's Landing] at 9 o'clock A.M.

See Figure 4.3 below for Plat Map of Gunters Landing. Plat maps created by surveyors in 1840 after the last land cession by the Cherokee Nation in Alabama provide a wealth of information pertaining to roads, ferries for river and stream crossings, and boat landings. Surveyors also took notes as they crossed existing roads while creating the township survey grid. These notes when compared to their survey plat maps are a tremendous help in finding the old 1830 wagon roads.



Figure 4.3. Plat Map of Gunter's Landing, Alabama, on the Tennessee River. Survey of Fractional Township 8 South of Range 3 East, of the Huntsville, Alabama Meridian, South of the Tennessee River. Plat Certified June 10, 1840 by James W. Weakley, Surveyor General of the Public lands in Alabama.

Gunter's Landing was also the site of Gunter's ferry, which was owned by Edward Gunter. Mr. Gunter received a 640-acre fee simple reservation (Cherokee Treaty of 1817-1819) on the north side of the Tennessee River (connected to his ferry). According to research conducted by Alabama Chapter, Trail of Tears Association, member Michael Wren, "the Gunter's Landing ferry was financially the most valuable of any Cherokee ferry in the State of Alabama." In Gunter's property valuation, it was reported that the "best evidence" showed that the net annual income was \$3,000 (King, et al. 2009: 273). The Benge Detachment crossed the Tennessee River on Gunter's Ferry and according to an interrogatory taken of John L. Colburn in Washington City on March 2, 1841, it took the detachment three days to cross the river (Government Accounting Office, Record Group 217, Box 370, Year 1841, Acct. 6289-F).

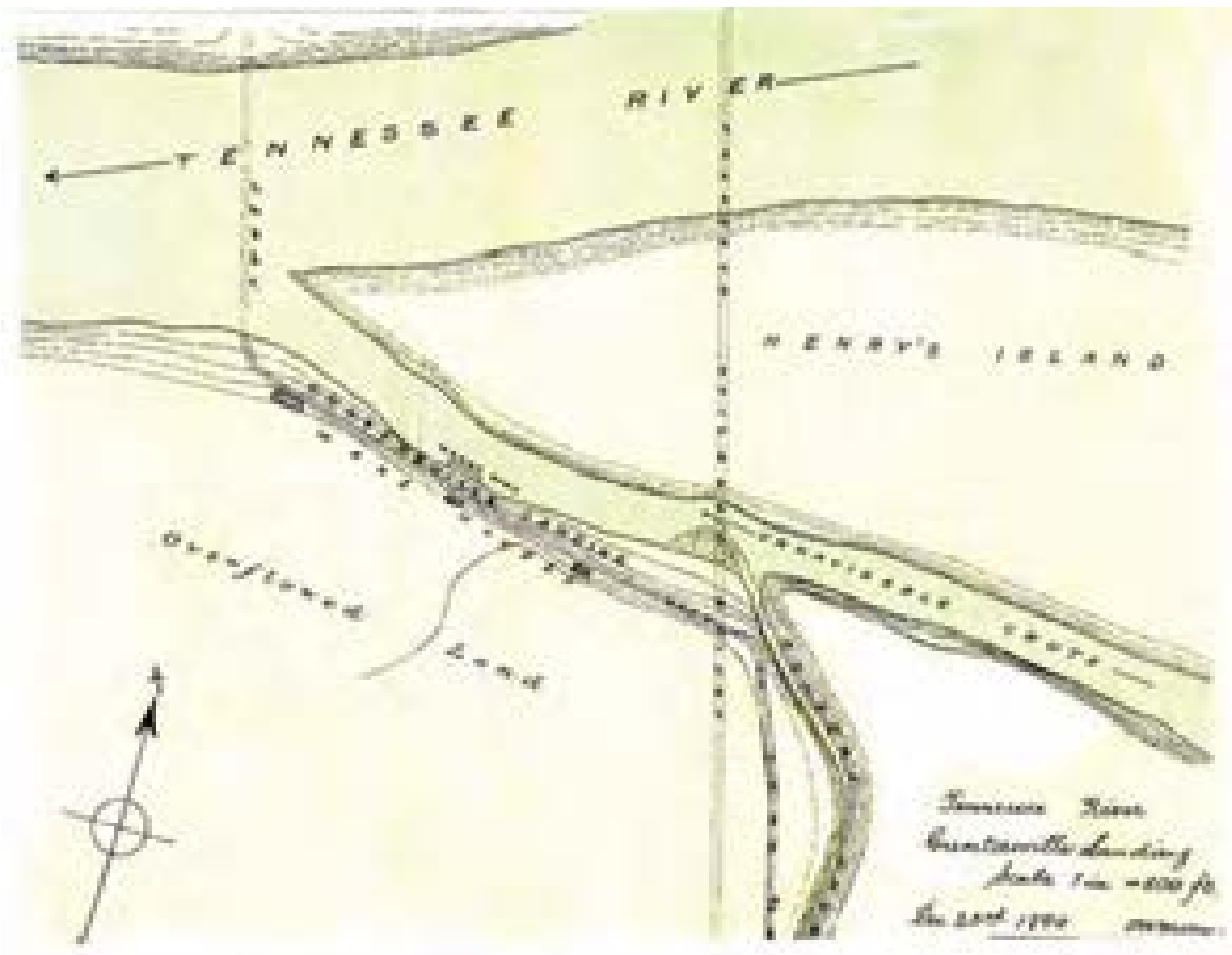


Figure 4.4. Guntersville Landing, December 23, 1890, J.W. Walker

March 6th Continued, Visited all the emigrants, found all convalescent except William Hix who is confined with Gonnorrhoea. Weather quite pleasant. Bled William Hix and prescribed. With a view of preventing the Indians from indulging too freely in Whiskey the Genl. [Nathaniel Smith] Ordered the Boats on our arrival to be landed at Gunter's Island, which is separated from the Town by a Sluice of about 30 Yards in width. It was soon found, however that 30 yards of Water affords but a slight impediment to an Indian eager for his Whiskey. When it was found that the regular Ferry boats were interdicted, they seized whatever craft touched the Island and some who were not so fortunate as to fall in with an opportunity of this kind threw themselves into the Water and swam across. Alexander Brown an Indian six feet seven inches in height and tolerably well proportioned seized a Canoe and for fear he should be interrupted before he got out of reach of the shore, paddled with all his strength; when the main current struck the canoe, he lost his balance and fell in; endeavoring to recover, the Canoe dipped so much water that she immediately sank; Brown however managed to turn her and get upon her bottom, in which condition he floated down stream 200 Yards to a point of land. The Indians who got to Town were soon under the influence of the destroyer, a fight ensued and in the fracas, a white man, was struck by an Indian, who in turn seized an axe and aimed at the offender. The Indian was quick to elude the blow and leap into the River, where he narrowly escaped from drowning. All was soon put in order by a Military officer who with a few under his command happened to be near.

March 7th The Steamer *Knoxville* has been engaged to tow down the flats [flatboats] to the head of the [Muscle] Shoals, and was lying at Gunter's Landing yesterday when we arrived. The delay however in getting on board the emigrants collected at this place rendered it necessary to remain until morning. About 10 O'clock a Boat came for the Physician to visit an Emigrant on board the Steam Boat—the patient was found wreathing in agony, from a paroxysm of *Whiskey Colic*. Patient talk'd Coherently and said he was *not drunk*—that he had drank only 2 half pints of Whiskey, and a few other times with his friends. Bled him 2 lbs and gave him Gum Opil, gr.iv. This morning I found him easy. Gave him Sulph. Mag. 3ij. Set off from Gunter's in 11 Boats in tow at 9 o'clock A.M. Two Creek women were found sick from exposure during the night due to a wet situation. Prescribed for each. A child of John Fields sick with diarrhea gave Pulv Doveri gr. Iv. Sub. Mur. Hydr. gr. iij M (with a line through it). Diarrhea appears in the different parts of the boats, but very mild. Betsy Bear Up a Tree, complained of headache and requested to be bled which was done. Mary Swimmer was taken suddenly with fainting & spasms. Bled her and gave her an Emetic of Tart [and she?] is relieved. She is subject to Dysmenorrhea. Extracted tooth for Standing Wolf. Weather warm during the day, a number slightly affected from the exposure to the Sun—

Arrived at Decatur at 6 ½ O'clock, Genl. Smith directed me to call upon the Mayor and request him to take such measures as he might think advisable to prevent the selling of spirits to the Indians. His honour the Mayor was accordingly waited upon with the Message, who very politely reply'd that immediate and effectual measures should be taken to prevent any disorder of that nature.

The rain pours down most copiously as indeed it has done for some hours. Thus far the smiles of providence has attended the expedition (Foreman 1931: 233-236).

A newspaper article written for the Morgan Observer in Decatur, Alabama and reprinted in the Arkansas State Gazette, Little Rock, Arkansas on May 9, 1837 states the following:

Removing Cherokees.

The Party of Cherokees to which we have referred the two past weeks, arrived at this place on Tuesday evening, last in flat boats, towed by the steamer *Knoxville* from Gunter's landing. It being an excessively wet evening, and quite late when the boats effected a landing, our citizens had not the pleasure of witnessing their arrival. Early on Wednesday morning, however, the Indians, under the direction of Gen. Smith and Doct. John S. Young, the conducting agent of the government, commenced debarking, and by seven o'clock a handsome train of cars were snugly loaded with about half of them and their effects.

To the numerous spectators that thronged either side of the railroad, among whom were to be seen a goodly number of ladies, this aboriginal group presented a truly interesting spectacle. But their appearance, in connection with the locomotive and its train, was not more attractive to the spectators, then did the engine and cars seem to be to the Indians. Many of them could be seen examining, with their peculiar inquisitive silence and gravity, this great enigma to them, while others, apparently uninterested and thoughtless, amused themselves with an old fiddle or sat motionless, gazing at those around. But a lively spirit seemed to animate the balance, with the exception of a few small children, who, though unable to speak a word of our language, as a bystander facetiously observed, 'cried in very good English.'

The remainder of the party left in the afternoon and the next morning. They are to be conveyed by steam-boats, direct from Tusculumbia to Fort Gibson. The whole tribe, according to the late

treaty, have to follow them within two years after its ratification (Arkansas State Gazette, May 9, 1837).

This newspaper article gave a great deal of insight as to the reaction of the Cherokees seeing a steam locomotive and riding a train for the first time. Dr Lillybridge's journal is amazingly consistent with the newspaper account and continues below:

March 8^t Morning clear and pleasant. Carrs of the Rail Road in readiness at 8 oclock. About one half of the emigrants under the attendance of Genl Smith were started for Tuscumbia.

Those complaining of indisposition yesterday are convalescent, some discharged from further attention. Turtle Fields was found by the Physcian, labouring under severe Bowel Complaint....John S. Young the conducting agent joined us on our arrival at this place; he was left by Genl Smith in charge of the balance of Indians left; these were to start in the next train of carrs, which were expected to be in readiness at 1 Oclock P.M. The locomotive did not arrive as was expected, but the emigrants were in readiness in due season. From 3 Oclock til Sun Set the Indians continued setting upon the open Carrs, waiting the arrival of the Locomotive, the weather having become very cold, their condition was quite uncomfortable at length the order was given that the train would not start til morning. The Indians were immediately and anxiously engaged in selecting their bedding for the night; before they accomplished this darkness closed in upon them. The Physician was not a little surprised to find that no one had made it his business to aid and direct the Indians, where they could lie for the night. It appears that no order or direction had been given in this particular, except that they would lodge in the Ware house. The train of Carrs from the West were momentarily expected, and the Indians were afraid to lie down for fear of being run over. No lights were furnished them, and they were grouping in the dark, in a pitiful manner. Not an Agent could be found at the Warehouse. The Physician, at this time took the responsibility upon himself, to request the R.R. Agent, to furnish lights, which was forthwith done. He also went round and directed where the Indians could make their Beds. Mrs. Archilla Smith, whose family and effects were sent on in the morning Carrs, came to the Physician for aid. She pointed to three or four other females, in the same condition as it respected their bedding. She also pointed to two or three Carrs that had been conveyed to the Engine House, and in broken English, gave him to understand that an old Woman was there.

The Physician repaired thither & found an old woman, nearly blind & but just able to stand from infirmity, standing in a puddle of water, into which she had step'd on descending from the Carr, and was unable to direct herself out. The Physician then went to the Rail Road Agent, and requested him to furnish a comfortable room for these females to lodge in for the night. He went a short distance from the Warehouse and showed a large & comfortable room, which he said was at our service and added, it would have saved us much inconvenience had it been earlier requested. To this room were conducted all of those who were without Bedding, and a number of others, that could not find comfortable places to lie. The Physician then left them for the night, with the hope of finding them all comfortable in the morning.

March 9th Visited the Emigrants at an early hour. Found them generally engaged in preparing for breakfast. Some complaint that their provisions had been lost or spoiled, in the confusion of last evening. A number of cases of colds, from the exposure of the last 48 hours, but the Carrs, being about to start at an early hour, the physician thought it more advisable to see that all had a good warm cup of Coffee than to resort to medicine & to see that those complaining were in a comfortable condition for transportation.

Turtle Fields appears convalescent; his case is Dysentary-- placed a bed for him in a Baggage Car, where he was able to rest comfortably, brought him a cup of Coffee & Navy bread, which he said made him feel better.

At nine O'clock the Carrs started. After they had proceeded a few miles, it was reported that some were left behind sick. No cases had been reported to the Physician, except those now in the Carrs, and he supposed he had himself seen all. He however took the Mail Carr & returned to Decatur, where he found James Wolf (a lad) slightly indisposed, though it was evident his slight indisposition was made a pretext by his parents, for an unnecessary delay. A comfortable room was provided for him to which his father carried him with much reluctance.

Prescribed for him 01. Ricini 3fs Sub. Mur. Hydr. Gr.....This medicine operated & cured him before night.

March 10th Left Decatur, at 9 O'clock, with the remaining emigrants. Bob Mackteer had evidently remained in order to get Whiskey. After the body of Indians had left and vigilance removed, he had been intoxicated for 24 hours, and was very troublesome in this way. Arrived at Tusculumbia at 8 ½ o'clock P.M. Found Genl. Smith & others in good spirits, learnt that all the emigrants were well. Turtle Fields had become able to walk about.

March 11th Visited the Camps & found the Emigrants generally in good condition, Killanica, yesterday got into a Whiskey frolic & received a severe blow over the left eye. The Eye itself, was much inflamed and he complained of severe head ache. Bled him 1 ½ lbs, Gave him Sulph. Mag 3ij ordered lotions of Acet. PlumbWent to Town and engaged the filling of the requisition for additional Medicines. On returning found John Fields Jr. sick with measles.

March 12th Visited Camps, found no new case of sickness, rain during the night and this morning Misty, with high winds. After noon visited camps & found John Fields Jr. complaining of pain & fullness in his abdomen. Prescribe for him Rx 01. Ricini 3j. Son of Archilla Smith, sick with measles. The emigrants are badly exposed for the present weather—commenced raining about 4 o'clock, and the rain continued to fall till the time of retiring most powerfully. The disbursing Agent, arrived this evening, and tells me he has instructions to supervise the Medical department of this detachment.

March 13th The rain during the last night poured down most copiously and much solicitude was felt for the emigrants encamped out. Visited the Camps, and found most of the Indians, up & cheerfully engaged in preparing to dry their articles, that had got wet during the night. They all appeared to be sensible that their situation during the night was from an unavoidable providence. A few cases of colds. The delay of the arrival of the disbursing Agent at this place had produced some discontent, but this all vanished at the news of his arrival; and now all were actively engaged in preparing to be off.

It was advised and designed that sufficient time should be allowed the Indians to dry their clothes &c before they embarked, but they were too impatient to be off to avail themselves of such a privilege. About 10 o'clock the Steam Boat with the Keels [keelboats] were moved to the landing, near which the Indians were encamped; immediately the whole posse of them were in motion bringing their effects to the boats. The day was spent in getting their things arranged on board. At night, the emigrants laid themselves down as they could cheerful in the expectation of being underway early in the morning. The medicines, Hospital Stores &c ordered from Town, were received on board this evening. The bills in due form were presented to the disbursing Agent [Dr. Philip Minis] for payment. He excepted to it as being too extensive and full; *said there were*

needed only a few simple medicines &c. He utterly declined paying for a Cupping apparatus, which had been ordered. This was particularly regretted by the Physician as it is an article much needed; the Indians are partial to the practice it themselves, with a Horn, but the Disbursing Agent *Vetoed* the Bill, and there was no remedy.

The Physician was directed *verbally* at the Office of Indian Affairs, to purchase these instruments as he found to be absolutely necessary; and it should be remembered the requisition was by the entire sanction of the Superintendent and the newly appointed Medical Director. Of the amount of articles purchased I can only say I hope there will be no occasion to use any. But should the detachment be detained as the former one was, with a most fatal Epidemic, it will be found that the present supply embraces no more than which was contemplated in the treaty, Viz, that the Physicians '*shall be well supplied with medicines.*' Besides if none are used they are not to be lost, but will unquestionably be disposed of without sacrifice. The weather during the day has been cloudy, high Winds & cold for the season. The Boats prepared for the transportation of the Emigrants, are entirely too limited in room and conveniences for the accommodation of the party. The Keel Boats are without Stoves or fires in them, water in the hold, & present to those accustomed as many of the Emigrants are, to many of the comforts of civilized life, rather a revolting spectacle. I am gratified however to find in general the Indians are disposed to put up with the inconvenience of traveling in a body without murmuring.

March 14th Morning cold, with high winds from the north. Child of Young Puppy much indisposed, high fever and obstinacy of the bowels. Daughter of McCammon indisposed with influenza—Refused to take Medicine [and I] deceived her by putting Tart. Ant. into coffee, by which active emesis was produced, and she is reported this evening better. Daughter of Bear Meat sick. Violent head ache and fever—prescribed Rx Ext. Colcynth Compd. Sub. Mur. Hydr. aa gr X Tar Ant. gr j M (with a hyphen through it) Pila no iij. A number of children complaining of common colds. The idea of getting under way however, superseded every other consideration and all have endeavored, thro' the day to appear in health. Some misunderstanding took place to day among the officers, in relation to *Ranks* &c. in consequence of which the boats, were detained till a late hour in the afternoon, before they left Tuscumbia. Much discontent and disaffection was manifested & expressed by the Indians, and the spirits of all were much depressed at the idea of being longer detained. The difficulties were however happily settled and the Boats, with the detachment set off from the landing at 4 o'clock P. M. and in a few minutes were rapidly descending the Tennessee. And the cheerful countenances of the emigrants, afforded a happy contrast to the gloom that prevailed but a short time before (Foreman 1931: 236-239).

The Cherokees' arrival at Tuscumbia Landing by train on March 9th and 10th, 1837 was reported several days later in two separate stories March 17th in *The North Alabamian*. The stories included one written by a staff member of the paper and another by someone who identified himself only as "R" in a letter to the editor. These writings provide valuable information on the appearance and demeanor of the Cherokees and how they were treated by the townspeople:

An Arrival. During the latter part of last week, a party of four hundred and sixty Cherokee Indians, on their way to their future home west of the Mississippi, arrived in our town, by the Railroad. The celebrated and now venerable Chief, Major John [sic] Ridge, was among the number. They encamped at the Landing while waiting for the boat which was to convey them on their journey, and during their stay in our vicinity, visited us in large numbers, and in turn were visited at their encampment by our citizens, who were universally much pleased at their correct

deportment and neat and comfortable appearance. It was conceded, by all, that this party of Cherokees presented much the finest appearance of any body of Indians that ever passed through our town.

We are indebted to a friend for some interesting facts in relation to them, for which we refer the reader to his communication, in a succeeding column.

They took their departure from our Landing on Tuesday last in the Steamer Newark, for Little Rock, Arkansas, from which place they will proceed by land to the section of country assigned by the Government.

For the North Alabamian. Cherokee Indians—Advances toward Civilization.

Mr. Editor: This much and ever-to-be-pitied Tribe are now on their way to their new home west of the Mississippi. They were detained at our Landing some days, awaiting the departure of the steamboat which was to bear them on their journey from the land and the graves of their fathers; and during that time numbers of them, old and young, visited our town, and excited universal admiration, by their correct and orderly deportment, and the sympathy which their hard fate naturally suggested to the minds of our citizens. In these visits, as well as in their conduct at the 'camp,' I remarked indications of their rapid advance towards the better traits of civilized life, which few of our people have given them credit for, and at which I was equally surprised and pleased. In their promenadings up and down our streets, the aged father and mother were frequently observed side by side, in familiar conversation, while behind them strutted the *belles and beaus* of the tribe, arm in arm, with all the grace and fashionable bearing of our fairer and more fortunate followers of ion [or lon?]. The matrons, too, were observed to carry their infants in their arms, and not slung over their backs, as is common with Indians. Every one of this emigrating band, also, had thrown aside the blanket and the mocoasin, and was clothed after the manner of our white citizens. These facts will surprise many, and will doubtless yield high gratification to every friend of the red race; as it must be apparent to every one who is at all acquainted with the Indian character, that they are the most positive evidence of great melioration in their condition from a savage state. Other indications of their progress to the moral and refined state of civilized society, might be mentioned; but it is thought unnecessary to add but this one, that, on Sunday afternoon last, they attended divine services (performed by one of their number, the Rev. Mr. Turtlefield) when their deportment was characterized by all the decorum and engagedness so well befitting the importance of the duty they were fulfilling.

May we not confidently hope, after all that has been said and thought on the difficulty or impossibility of civilizing the Indians, that it *is not impossible* and that ere long we may see our Cherokee friends, and eventually all of the race of red men, completely rescued from savage ignorance and degradation, and elevated to the high stand occupied by our white population in all that makes life valuable. R (*The North Alabamian*, 17 March, 1837)

In the newspaper article above Major Ridge is referred to as Major John Ridge, which is misleading to readers. Major Ridge's son was John Ridge. John and Sarah (Northrup) Ridge did not travel with this detachment, but instead chose to self-remove separately along with the family of Elias Boudinot and his new wife, Delight Sargent. His former wife, Harriet Gold Boudinot, had died earlier. The family of William Lassley and Polly Gilbreath were invited to accompany the Ridges. They left Running Waters at the end of September 1837 and stopped by Creek Path to pick up children at the mission school. They reached Honey Creek in Indian Territory late in November 1837 (Parrins 1991: 24-25).

Dr. Lillybridge did not mention Major Ridge and his wife until March 25, three days before the detachment arrived at their destination: "Major Ridge & wife much afflicted with cough..." Major Ridge's nephew, Stand Watie, is probably referred to by Dr. Lillybridge as Stand: "Stand has been in quite a feeble state of health since I first saw him at New Echota..." (Foreman, ed. 1931:241,244). Major Ridge and his wife were given preferential treatment once they reached Gunter's Landing and boarded the steamboat. "While \$20 was the cost of transporting the ordinary Cherokee, General Smith had allocated \$300 for cabin passage for The Ridge and his family, and they made the rest of the trip in comfort" (Wilkins 1970:291; (Senate Document 120:1049).

According to Dr. Lillybridge, the emigrants followed the Tennessee River north to Paducah, Kentucky, where they took the Ohio River south to the Mississippi River. They followed the Mississippi River to the mouth of the White River to reach Montgomery's Point in Arkansas, and from there they traveled west on the Arkansas River to Fort Coffee in present Oklahoma. The trip lasted twenty five days (Foreman, ed. 1931:240-245).

As Secretary of War, General Joel R. Poinsett was required to file reports with Congress of the various removal detachments. These reports contain correspondence from various suppliers, removal personnel and others, and provide valuable information on the complex business of removal. On 12 January 1838 General Poinsett filed his lengthy report with the senate on the Ridge Detachment, which appeared as "Report from the Secretary of War, in compliance with a resolution of the Senate of the 13th of October, 1837, in relation to the Cherokee Treaty of 1835." It was published in 1838 in the records of the 25th Congress, Second Session, as Senate Document 120. The letters contain a wealth of first hand information about the detachment and the squabbles that arose among some of the key removal personnel.

By 1836 various business firms began writing then Secretary of War Lewis Cass requesting they be hired to furnish services and supplies for the removal. A company composed of men from Tuscumbia and Decatur proposed to remove "...the Cherokee Indians from their several points of rendezvous in the old nation to Fort Smith on the Arkansas, at the rate of twenty dollars per head for men, women and children, exclusive of victualling [food]." The firm of Christian Simpson, T. Limmerick, John S. Rhea and L. Stevens stated in a letter to Cass on 22 October, 1836 that they had the endorsements of Cherokee leaders Edward Gunter and John Gunter [of Gunter's Landing] and could furnish more. William Carroll, a former governor of Tennessee, also endorsed the firm in an earlier letter to Cass, adding that "Feeling a lively interest in the prompt removal of the Indians, I cannot but hope but for the success of the gentlemen above named" (Senate Document 120:689-690).

In addition to those already mentioned as having assisted in the removal of the Ridge Party, there were several others. David Ricketts was employed in September of 1836 as appraising and enrolling agent for the First District, which included Gunter's Landing. On the 13th of March, 1837 William Simpson was paid \$430 for transporting 450 Cherokees (why this number differs from previously reported 466 Cherokees is unknown) and their baggage from Decatur to Tuscumbia Landing and another \$37.50 for transporting provisions from Decatur to Tuscumbia Landing. On the 21st of March, 1837 Joseph Wantyn was compensated \$8,504.50 for transporting 466 Cherokees and their baggage by steamboat from Tuscumbia Landing to Little Rock, Arkansas (Senate Document 120:1010, 1021).

Dr. Lillybridge wrote C.A. Harris, commissioner of Indian Affairs, on 28 March, 1837 while aboard the steamboat *Revenue* one day after the detachment reached their destination:

Sir: Above you have my report of the health of the first detachment of emigrating Cherokees, in 1837, up to the time of their discharge. You will perceive we have been so fortunate as to accomplish the tour without losing any; a circumstance very gratifying to all, but more particularly to myself. The cases left sick were all convalescent, except the two cases of consumption, and they were in a far more comfortable condition than were at the time of my former report on the 22d instant.

My journal will be forwarded as soon as I have time to copy it, which, from ill health, I have not been able yet to do (Senate Document 120:822).

As cited earlier in this chapter Dr. Lillybridge stated in his journal on the 8th of March, 1837 that “Dr. John S. Young the conducting agent joined us on our arrival at this place (Decatur); he was left by Genl. Smith in charge of the balance of Indians left; these were to start in the next train of carrs” (Foreman 1931: 236). In order to transport all of the 466 persons, it was necessary to utilize the train on two separate trips. Dr. John S. Young wrote his account of his participation in the removal on 29 March, 1837 and provided additional information about the journey, including the fact that he was officially put in charge of the detachment when it reached Tuscumbia Landing. He titled his report “Journal of Occurrences, &c.”:

Had delivered to me at Tuscumbia, Alabama, on the 14th of March, 1837, a detachment of 466 emigrating Cherokee Indians, together with 5 Creeks; embarked the detachment the same day on Steamboat Newark, with two sixty ton keel-boats in tow; reached Little Rock on the evening of the 21st March, being seven days from Tuscumbia, without the occurrence of any circumstance worthy of notice, or cause of delay..... (Senate Document 120:822).

General Smith’s letter of 29 March, 1837 to Harris reveals that not all of the 466 emigrants left Ross’s Landing at the same time. According to him, he brought 205 Cherokees with him who had been collected at the Cherokee Agency East, and boarded another 198 who had assembled at Ross’s Landing, and picked up the remainder at Gunter’s Landing:

On the 28th of February last, I left this place [Cherokee Agency East] with 205 Cherokees collected here for emigration. Called at Ross’s landing and got 198, and at Gunter’s landing got about 60 [probably 63], making in all 466; put them on board of flat-boats, and accompanied them to the foot of Muscle shoals, in Alabama about 240 miles [from Ross’s Landing] where we arrived on the 8th instant, all in good health and spirits. The number of this detachment falls about 300 short of what was calculated on by all concerned in the execution of the treaty, owing, the Indians say, to the absence of the disbursing agent, Doctor P. [Phillip] Minis, who left New Echota on the 6th February for Augusta, Georgia, and did not return until the 6th or 7th instant, which put it out of the power of many of the Cherokees to remove, who were all ready but getting their money to pay off their debts, &c. I was assured by many of the leading men in the lower part of the nation, that at least 300 would be ready to go from that part and meet me at Gunter’s Landing; I made my arrangements accordingly on 7 or 800 being ready by the 1st of March to emigrate. I dispatched Doctor [John] Young, conducting agent, to the foot of the Muscle Shoals to make a contract with some steamboat company, for the transporting that number to Fort Gibson, or as high up the Arkansas as he could.

He succeeded in making a contract with the owners of the steamboat Newark, to carry any number not exceeding 1,000 nor under 600; the Cherokees and boat should be at the landing at Tuscumbia by the 8th instant; if either failed, they should pay the other \$125 per day for every day

they should be detained by such failure; and on the 24th, Doctor Young returned, and informed me of his contract. I set all hands to work, got in 30 days' rations for 700 Indians, put all on board on [February] the 28th [Dr. Lillybridge's journal states the detachment left Ross's Landing on March 3], and run day and night, and reached there on the evening of the 8th [of March], and on the same day the boat [*Newark*] reached, and on the 12th Doctor Minis reached, and on the 14th put all on board of two large keels and the Newark, and they cut loose for Little Rock....You will find herewith a enclosed the muster-roll of the first detachment [the roster is still in existence at the National Archives but much of it is virtually unreadable]....(Senate Document 120:823.

Dr. Young reported to Harris from Fort Coffee, Arkansas, on 29th March, 1837:

I have the honor to report to you the arrival of 466 Cherokee Indians within the limits of the Cherokee country west. A part of them were landed, according to their wishes, two miles above Fort Smith, and the remainder opposite this place

The muster roll exhibiting a re-muster is herewith transmitted, by which it will appear that not a single change took place between the time of embarkation east and the debarkation west; no death, birth, or elopement having occurred....In addition to the detachment of Cherokees, there were five Creeks transported and subsisted, as will appear by a roll herewith forwarded. (Senate Document 120:824) [This indicates there were 471 total Indians in the detachment; 466 Cherokees and 5 Creeks].

A problem immediately arose once the detachment reached their destination. Dr. Minis sent a lengthy letter to Harris on 8 April, 1837, explaining that the Cherokees in the Ridge Detachment had not received payment they were expecting upon their arrival in Arkansas. He had accompanied the detachment to their new home and reported that Lieutenant Van Horne, disbursing agent for the Cherokees west of the Mississippi, did not have funds to pay the Cherokees the remaining money they were due. Dr. Minis then went into detail about his role as disbursing agent since he caught up with the detachment at Tuscumbia.

I overtook them at Tuscumbia, Alabama, where they remained about three days after my arrival, from the 11th to the 14th of March, before they were ready to embark and start. On the afternoon of the 14th, after the Cherokees had embarked and the boat had her steam up ready to start, General Smith, the superintendent, made a requisition upon me 'for the transportation of 466 Cherokees, with their baggage, provisions, &c, to their residence west of the Mississippi.' On receiving this requisition, I endeavored to make a contract with the steamer Newark, the boat on board of which the Cherokees were embarked, but found that a contract had already been made by Dr. Young, the conductor of the party, by the instructions of the superintendent. On examination into the contract, I found that it was a very disadvantageous one to the United States. I then determined I would have nothing to do with it, as I could find nothing either in the regulations or my instructions which authorized me to disburse money on a contract made by a conductor or the superintendent. I then endeavored to make a new contract with the agent of the Newark, but found it impossible to do so, without I would agree to pay the amount contracted for by Dr. Young. This I refused to do, and immediately used every effort to procure other means of transportation. This I found impracticable, as there was no other boat in the place, and none expected for some days. Upon deliberate reflection, I thought it were better for the interests of the Government that I should make a contract in my own name with the Newark, and comply with her exorbitant terms, than that the Cherokees should be relanded with all their baggage, which if it were done, I considered, would create dissatisfaction amongst them. This I wished to avoid, as it was a matter much to be desired that this, the first emigrating party under the late

treaty, should proceed and arrive at their new homes with as much comfort and as little delay or cause of complaint as possible. This object has been fully accomplished, and I doubt whether any party of emigrating Indians have been landed at their new homes within so short a period after their embarkation, or with so much comfort, and without the occurrence of a single incident to produce discontent or mar their happiness (Senate Document 120: 833-834).

Dr. Minis further stated that his role as disbursing office was viewed differently by Superintendent General Smith than that “contemplated” by the regulations. He felt that he was simply viewed as being there to pay the bills and that all the decisions concerning financial arrangements were under the sole authority of the conductor. His protest is as follows: “This course I protested against, but notwithstanding my protest, and showing him (General Smith) the regulations and instructions on the subject, he persisted in adhering to his first decision on the subject, and gave the exclusive charge of the detachment to Dr. Young, the conductor.”

According to Dr. Minis’s letter, he thought the contract signed by Dr. Young was too high for the steamboat *Newark* (Senate Document 120:834). He also thought the overall expenses being incurred by the detachment were too high and chastised General Smith:

...I told the superintendent [General Smith], from the knowledge which I had obtained in moving with bodies of troops, that so large an expenditure was totally unnecessary, and that one-fourth of the amount would be sufficient. The result proved the correctness of my opinion. Not one-hundredth part of the supply was used on the route. The provisions were purchased by the superintendent, and put on board of the steamboat by him, without receipt being taken by him from any one for them; they were merely put in charge of the conductor, and issued by him. On the arrival of the party here, there remained on hand about sixty barrels of flour, some sacks of corn meal, and 2,600 pounds of bacon. Some of these provisions were sold by Dr. Young on account of the superintendent, the remainder were turned over to Captain Armstrong; the Cherokees....all....preferred receiving money in lieu of the year’s subsistence. These provisions remain on hand, and will, no doubt, be a total loss....Minis added a post script stating: Some of the Cherokees who were transported at the expense of the United States, had already been paid commutation for their transportation. This money they refunded to the superintendent, which he kept, and did not turn over to me (Senate Document 120:834-835).

Dr. Minis had written General Smith earlier protesting what he thought was wasteful spending. On 14 March, 1837, he penned this letter from Tuscumbia:

Your requisition for the transportation of 466 Cherokees, with their baggage, provisions, &c., to their homes in the country assigned them west of the Mississippi was received about two hours since, and I have to inform you that I have been compelled to [agree with] the terms of the agent of the steamer *Newark*, in consequence of the Cherokees having been already shipped....in virtue of a contract made by your agent, Dr. Young, which contract I protest against....In consequence of the authority given by you to Dr. Young, I absolve myself from all responsibility as to the charge of the detachment of Cherokees.... (Senate Document 120:835-836).

General Smith had instructed Dr. Young in a letter dated the same day (14 March, 1837), that he was to take charge of the detachment when it reached Tuscumbia and that Dr. Minis was to be the disbursing agent:

You will take charge of the detachment of Cherokees now on board of the steamer *Newark* at this [Tuscumbia] landing, and deliver them at their homes in the country assigned them west, or to

such agent as may be directed to receive them from you. Dr. P. Minis is disbursing agent for the detachment (Senate Document 120:836).

By 5 June, 1837, General Smith was back at the Cherokee Agency East, and wrote Harris another lengthy letter in which he recalled his entire involvement in the Removal since his arrival at New Echota in January of 1837. His concern for the well-being of the party conducted by John S. Young is reflected in the following statements from his letter:

In starting the party, I purchased and forwarded with them 78 barrels of flour, near 12,000 lbs. of bacon, and about 150 bushels of corn meal. To convey the latter, I purchased domestic and had sacks made, and directed Dr. Young, as they were emptied, to give them to the poor Cherokees of the party. My reason for sending such a quantity of provisions was to guard against the emigrant suffering in case of detention on the way, as had been the case with all the parties previously removed by water, as I was informed, none of which had ever reached their destination in less than ten weeks, and the last party had been even three months on the way and suffered greatly for provisions.

His letter was no doubt the result of the flap with Dr. Minis. He sought to justify his actions for the amount of provisions he had purchased for the Removal and stated that some of the provisions he purchased actually cost less than they could have been bought elsewhere. Lieutenant Van Horne had obviously complained about having to sell the provisions that were not used by the detachment, for General Smith wrote:

...it is not a little astonishing to me that Mr. [Lieutenant] Van Horne should complain of having the duty of selling a few barrels of flour, and a few hundred pounds of bacon, imposed upon him (Senate Document 120:878).

General Smith added in his letter to Harris that he had the money that had been returned to him by the Cherokees, which was \$20 per person, and had duly receipted the money. He also said he had paid \$400 for the eleven flatboats used in transporting the Indians from Ross's Landing, and that he could not use them once he reached Decatur because of low water. According to his letter, he left the flatboats "... with a commission merchant at that place to sell as 'lighters', to freight cotton over the shoals and have the Cherokees transported to Tuscumbia on the railroad." (Senate Document 120:879).

Lieutenant Van Horne had also complained about not getting accurate rolls of the emigrants, and that some of them had been entered three times under different names (Document 120:836). The general denied the accusations and explained that whatever disparity there may have been in the rolls could have resulted from the excitement and confusion of the Cherokees leaving their homeland and of the intoxicated state of several of them. He had made an attempt to muster the detachment at the Cherokee Agency at Calhoun, Tennessee and another attempt at Ross's Landing. Finally at Tuscumbia Landing in an effort to get an accurate count of the emigrants, he said he ordered all but Major Ridge's wife and some six or seven of the sick to go ashore before departing from Tuscumbia. General Smith did admit to one error in not counting the "idiot daughter of John Ridge" who stayed on the boat with the old and sick. The general was explicit in responding to Lieutenant Van Horne's statement that the muster rolls were incorrect: "This I pronounce to be untrue, and as unfounded as some other assertions of Mr. Van Horne....The roll turned over to Dr. Young is an accurate copy of the one I forwarded to your office on the 29th March...."(Senate Document 120:879-880).

Below is a chart compiled from microfilm of the Muster Roll, which was under the direction of John S. Young (See Appendix A) and names listed in the Dr. C. Lillybridge Journal.

Muster Roll by John S. Young Record Group 75, Records of the Bureau of Indian Affairs, Muster Rolls of Cherokee, Book 2.	List of Names in Journal of Dr. Lillybridge March 1st, 1837 to March 28th, 1837
Page 1	Daughter of Tese-Teska
Big ?	Mrs. Archd. Downing
Long Shell ?	Mrs. Waitte
Black Bird	James Wolf & not legible name
Richard Taylor	Mr. Waitte
Bread Cutter	Mrs. Downing
Daniel Griffin	William Hix
Charles Griffin	Alexander Brown
Billy Wilson	Child of John Fields
6 names not legible	Betsy Bear Up a Tree
?Archibald Downing	Mary Swimmer
?Alexander Brown	Standing Wolf
Young ?	Turtle Fields
12 names not legible	Mrs. Archilla Smith
Susan Mankiller	Bob Mackteer
Nanny	Killanica
Spring frog	John Fields, Jr.
3 names almost blacked out	Daughter of Bear Meat
Page 2	Polly Taylor
Leonard Hicks	Sally Raincrow
John W. Lide	Daughter of McCamman
James McIver ?	Jack, servant of Brown
John Hicks	Son of Archilla Smith
Charles Hicks	John and Tuskee Fields
William Hicks	Henry Clay, a Creek
? McCoy	Daughter of Young Squirrel
3 names not legible	James Williams
? Buzzard	Daughter of J. W. Lyde
? or Watty	Henry Clay, Stand, and James
? Jesse Swimmer	Jesse Griffin
Polly	Peggy Lyde
Samuel McCamm	Charles Reese, interpreter
Anna Roden	Peggy Black Fox
Elec hi nah hee	Long Shell Turtles wife and daughter
Alsey Downing	Long Shell Turtle
John Wayne	Big Coon
Cul col o sku	Charles Hix
Jack ?	Water Dog

Name not legible	Big Coon
Betsy	Daughter of Young Squirrel
Jenny ?	Servant boy of Alexander McCoy
Nancy Walker	Child of John Fields
Peggy	Wife of Saml. McCamman
Name not legible	Wife of Swan
Big ?	Major Ridge and wife
George	John Fields
Ned Five Killer	Child of Bear Meat
Long Shell Turtle	Elijah Hicks
Black Bird	Major Ridge
Richard Scott	Major Ridge and his friends
Durky Bear Meat	Two sons of Tal-a-cau-che
Page 3 – Names not legible	Son of Big Coon
Page 4	
John Fields	
Sarah ?	
7 names not legible	
Daniel Miller	
2 names not legible	
Betsey	
Archila Smith	
7 names not legible	

There were other accusations by Lieutenant Van Horne and General Smith asked Harris to determine whether he or Van Horne was correct. He also said he thought the amount spent on the number of agents and interpreters was indispensable, as were expenditures for medicines and hospital stores. General Smith then apologized for his letter being so lengthy but said that he was anxious to justify himself of the criticisms he had received (Senate Document 120:881-882).

Dr. Young wrote Harris a lengthy letter from the Cherokee Agency East on 25 June, 1837 and in it justified the actions of General Smith. He wrote that “Mr. Van Horne’s communications, if not accusatory in their character, are, at least full of severe strictures [hostile criticisms] upon the conduct of the superintendent.” He also recounted his role in the removal of the Major Ridge detachment. His letter provides a few additional details about removal of the detachment. Dr. Young was ordered on 7 February, 1837 to leave the Cherokee Agency East and travel to Gunter’s Landing, 160 miles away. This was no doubt to make arrangements for the detachment’s expected arrival there in March, for he then proceeded to Decatur, Florence and Tuscumbia to work out details for the securing a steamboat:

Upon my arrival at Tuscumbia, and after fully satisfying myself that it was the only point which presented any prospect of success, I opened a negotiation with the Louisville and Tuscumbia Steamboat Company (there being no competing interest in the place). I soon found that a single steamboat, of the size and class capable of ascending the Arkansas river, would not accommodate one-third of the number with any sort of comfort, and to employ two steamboats would not accomplish the object in view, whilst an expense at once exorbitant and unreasonable would be incurred. To obviate the difficulty which presented itself, I employed the steamboat

Newark to take in tow two keel boats, of 60 tons burden, and 80 feet long each, at \$13 per head, to take the detachment from Tuscumbia to Little Rock....They [keelboats] were spacious, well covered, painted, dry, kept constantly clean and well ventilated, by means of side doors, which afforded the Indians the means of sleeping without being exposed to the night air or inclement weather. On the top of each keel were three hearths, which added to the one in the deck of the steamboat, made fire-places which enabled the Indians to cook and eat at regular periods without it even being necessary for the boat to stop. After having made the above arrangements, and closing a contract with the D.C. & S. Railroad [it was actually the Tuscumbia, Courtland, and Decatur Railroad], accomplished the objects of my mission so far as it was my power to do, I returned on the 23d of February, and reported myself to the superintendent. Every necessary arrangement was immediately set on foot to have the detachment at Tuscumbia by the stipulated day, which was the 8th day of March. The detachment arrived on the 9th, and remained until the 14th; the superintendent in charge [this indicates General Smith was with the detachment]. On the evening of the 14th the superintendent delivered to me the muster roll, together with a small leather covered book, containing a list of the names of all such as had commuted subsistence or transportation, as well as others as those belonging to the detachment. This book, together with the muster roll, I delivered to Capt. Anderson (Senate Document 120:897-898).

The controversy with Lieutenant Horne was still being debated in the mails months after the detachment reached their destination. Dr. Young wrote Commissioner Harris on 4 July, 1837 that he "...had much reason to complain." He added that "...I am made the subject by your department of severe castigation for doing that which I did not do, and not doing that which it was placed out of my power to do. All without the privilege of being heard." Dr. Young said he had been made a scapegoat in the controversy, and closed by saying "Although I occupy an humble station, I feel conscious that I have honestly and faithfully discharged my duty, and feel as jealous of my reputation as those occupying higher places." (Senate Document 120:904-906).

In late 1837 both Dr. Lillybridge and Dr. Young assisted with voluntary Cherokee Removal activities at Rawlingsville, Alabama in Wills Valley. Documents show that Dr. Lillybridge purchased medicinal items on December 7, 1837 and January of 1838 for the Cher. Post No. 4 near Rawlingsville, Alabama (King, et al 2009: 176).

Once the detachment arrived at their new home, and with Major Ridge at their lead, about half of them left the boat two miles above Fort Smith (Senate Document 120:899). Major Ridge's son John, who self removed to the West, wrote to Indian commissioner John Kennedy in December of 1837 that he found his mother and father to be in good health in their new home in the west, and said "...this corner of the western nation is superior to any country I ever saw in the United States." He added that "Perfect friendship and contentedness prevail all over this land" (Wilkins 1970:297-298). But it was not to be.

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Chapter 6

The Army Roundup: The Cherokee Forced Removal

By: Gail King

The beauty of the spring of 1838 and the buzz of activities in the Cherokee Nation would give no hint of what was to come with the roundup of the Cherokee families. William J. Cotter wrote in his autobiography the following account:

There was no cold weather after the first of March. Vegetation advanced without any backsets from cold. The buds burst into leaves and blossoms; the woods were green and gay and merry with the singing birds. The Indians started to work in their fields earlier than before. Usually they were lazy and late in starting with their crops, working around logs in their fields and letting bushes and briars grow in the fence corners. That spring you could see the smoke of their log heaps or piles of ashes where the logs had been. Fence corners and hedgerows were cleaned out. The ground was well plowed and the corn planted better than every before. Soon it was knee-high and growing nicely....After all the warning and with the soldiers in their midst, the inevitable day appointed found the Indians at work in their houses and in the fields (Wilkins 1983: 317, 377).

When General Winfield Scott, “a dominating man of six feet three inches,” arrived in early May at the Cherokee Agency, location at Calhoun, Tennessee, he set about implementing his plans for the Cherokee roundup. Prior to that while in Washington, he had spent the last ten days “perfecting his plans for the roundup, and while like Wool (his predecessor), he felt deep sympathy for the Cherokees, he resolved to spare no pains in executing the treaty. On May 10, 1838, he spoke with a firm tone to sixty chiefs and headmen gathered at the agency. The Cherokees “listened in stony silence” as he explained why he had been sent by the President (Van Buren):

The emigration must be commenced in haste, but, I hope, without disorder....The full moon of May is already on the wane, and before another shall have passed away, every Cherokee man, woman and child must be in motion to join their brethren in the far West....I come to carry out that determination. My troops already occupy many positions in the country that you are to abandon; thousands and thousands are approaching from every quarter, to render residence and escape alike hopeless....The desire of every one of us is to execute our painful duty in mercy....Will you then, by resistance, compel us to resort to arms? God forbid! Of will you, by flight, seek to hide yourselves in mountains and forests, and thus oblige us to hunt you down? ...I am an old warrior, and have been present at many a scene of slaughter, but spare me, I beseech you, the horror of witnessing the destruction of the Cherokees.(Wilkins 1983: 317; Niles' National Register 1838: 210).

General Scott had his address published in newspaper, had his address printed in the form of handbills to be distributed throughout the Cherokee Nation, and gave copies to his soldiers. Before Scott took charge of the removal operations, preparations had already begun to take place for the roundup. Twenty-three military posts had been established in different locations of the Cherokee Nation (which included areas of northwest Georgia, northwest Alabama, southeast Tennessee, and western North Carolina). Troops were already manning the posts (Wilkins 1983: 319).

On May 17, 1838 General Scott sent out *Orders. No. 25* from Head Quarters, Eastern Division, Cherokee Agency, Tennessee to the troops assembled in the Cherokee Nation, which pertained to the organization of the Cherokee Removal, the duties of the army, and the treatment of the Cherokees. The order reads as follows:

Major General Scott, of the United States' Army, announces to the troops assembled and assembling in this country, that, with them, he has been charged by the President to cause the Cherokee Indians yet remaining in North Carolina, Georgia, Tennessee and Alabama, to remove to the West, according to the terms of the Treaty of 1835. His Staff will be as follows:

Lieutenant Colonel W. J. Worth, acting Adjutant General, Chief of the Staff.

Major M. M. Payne, acting Inspector General.

Lieutenants R. Anderson, & E. D. Keyes, regular Aids-de-camp.

Colonel A. H. Kenan & Lieutenant H. B. Shaw, volunteer Aids-de-camp.

Any order given orally, or in writing, by either of those officers, in the name of the Major General, will be respected and obeyed as if given by himself.

The Chiefs of Ordinance, of the Quarter-Master's Department and of the Commissariat, as also the Medical Director of this Army, will, as soon as they can be ascertained, be announced in orders.

To carry out the general object with the greatest promptitude and certainty, and with the least possible distress to the Indians the three principal Military Districts, under as many officers of high rank, to command the troops serving therein, subject to the instructions of the Major General.

Eastern District, to be commanded by Brigadier General Eustis, of the United States Army, or the highest officer in rank, serving therein:--North Carolina, the part of Tennessee lying north of Gilmer county, Georgia and the counties of Gilmer, Union, and Lumpkin in Georgia. Head Quarters in the first instance, say, at Fort Butler.

Western District, to be commanded by Colonel Lindsay, of the United States' Army, or the highest officer in rank serving therein:--Alabama, the residue of Tennessee and Dade county, in Georgia. Head quarter, in the first instance, say, at Ross' Landing.

Middle District, to be commanded by Brigadier General Armistead of the United States' Army, or the highest officer in rank, serving there in:-- All that part of the Cherokee country, lying within the State of Georgia and which is not comprised in the two other districts. Head Quarters, in the first instance, say, at New Echota.

It is not intended that the foregoing boundaries between the principal commanders shall be strictly observed. Either, when carried near the district of another, will not hesitate to extend his operations, according to the necessities of the case, but with all practicable harmony, into the adjoining district. And, among his principal objects, in case of actual or apprehended hostilities, will be that of affording adequate protection to our white people in and around the Cherokee country.

The senior officer actually present in each district will receive instructions from the Major General as to the time of commencing the removal, and every thing that may occur interesting to the service, in the district, will be promptly reported to the same source.

The Major General will endeavour to visit in a short time all parts of the Cherokee country occupied by the troops.

The duties devolved on the army, through the order of the Major General & those of the commanders of districts, under him, are of a highly important and critical nature.

The Cherokees, by the advances which they have made in Christianity and civilization, are by far the most interesting tribe of Indians in the territorial limits of the United States. Of the 15,000 of those people who are now to be removed—(and the time within which a voluntary emigration was stipulated, will expire on the 23rd instant—) it is understood that about four fifths are opposed, or have become adverse to a distant emigration; and altho' none are in actual hostilities with the United States, or threaten a resistance by arms, yet the troops will probably be obliged to cover the whole country they inhabit, in order to make prisoners and to march or to transport the prisoners, by families, either to this place, to Ross' Landing or Gunter's Landing where they are to be finally delivered over to the Superintendent of Cherokee Emigration.

Considering the number and temper of the mass to be removed, together with the extent and fastnesses of the country occupied, it will readily occur, that simple indiscretions—acts of harshness and cruelty, on the part of our troops, may lead, step by step, to delays, to impatience and exasperation, and in the end to a general war and carnage—a result, in the case of those particular Indians, utterly abhorrent to the generous sympathies of the whole American people. Every possible kindness, compatible with the necessity of removal, must, therefore, be shown by the troops and, if, in the ranks, a despicable individual should be found, capable of inflicting a wanton injury or insult on any Cherokee man, woman or child, it is hereby made the special duty of the nearest good officer or man, instantly to interpose, and to seize and consign the guilty wretch to the severest penalty of the laws. The Major General is fully persuaded that this injunction will not be neglected by the brave men under his command, who cannot be otherwise than jealous of their own honor and that of their country.

By early and preserving acts of kindness and humanity, it is impossible to doubt that the Indians may soon be induced to confide in the Army, and instead of fleeing to mountains and forests, flock to us for food and clothing. If however, through false apprehensions, individuals, or a party, here and there, should seek to hide themselves, they must be pursued and invited to surrender, but not fired upon unless they should make a stand to resist. Even in such cases, mild remedies may sometimes better succeed than violence; and it cannot be doubted that if we get possession of the women and children first, or first capture the men, that, in either case, the outstanding members of the same families will readily come in on the assurance of forgiveness and kind treatment.

Every captured man, as well as all who surrender themselves, must be disarmed, with the assurance that their weapons well be carefully preserved and restored at, or beyond the Mississippi. In either case, the men will be guarded and escorted, except it may be, where their women and children are safely secured as hostages; but, in general, families, in our possession, will not be separated, unless it be to send men, as runners to invite others to come in.

It may happen that Indians will be found too sick, in the opinion of the nearest Surgeon, to be removed to one of the depots indicated above. In every such case, one or more of the family, or the friends of the sick person, will be left in attendance, with ample

subsistence and remedies, and remainder of the family removed by the troops. Infants, superannuated persons, lunatics and women in a helpless condition, will all, in the removal, require peculiar attention, which the brave and humane will seek to adapt to the necessities of the several cases.

All strong men, women, boys & girls, will be made to march under proper escorts. For the feeble, Indian horses and ponies will furnish a ready resource, as well as for bedding and light cooking utensils—all of which, as intimated in the Treaty, will be necessary to the emigrants both in going to, and after arrival at, their new homes. Such, and all other light articles of property, the Indians will be allowed to collect and to take with them, as also their slaves, who will be treated in like manner with the Indians themselves.

If the horses and ponies be not adequate to the above purposes, wagons must be supplied.

Corn, oats, fodder and other forage, also beef cattle, belonging to the Indians to be removed, will be taken possession of by the proper departments of the Staff, as wanted, for the regular consumption of the Army, and certificates given to the owner, specifying in every case, the amount of forage and the weight of beef, so taken, in order that the owners may be paid for the same on their arrival at one of the depots mentioned above.

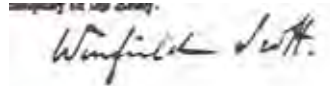
All other moveable or personal property left or abandoned by the Indians will be collected by agents appointed for the purpose, by the Superintendent of Cherokee Emigration, under a system of accountability, for the benefit of the Indian owners, which he will devise. The Army will give to those agents, in their operations, all reasonable countenance, aid and support.

White men and widows, citizens of the United States, who are, or have been intermarried with Indians, and thence commonly termed, *Indian countrymen*; also such Indians as have been made denizens of particular States by special legislation, together with the families and property of all such person, will not be molested or removed by the troops until a decision, on the principles involved, can be obtained from the War Department.

A like indulgence, but only for a limited time, and until further orders, is extended to the families and property of certain Chiefs and head-men of the two great Indian parties, (on the subject of emigration) now understood to be absent in the direction of Washington on the business of their respective parties.

This order will be carefully read at the head of every company in the Army.

By Command

A handwritten signature in cursive script, reading "Winfield Scott". The signature is written in dark ink on a light-colored background. Above the signature, there is a faint, illegible stamp or mark.

(National Archives and Records Administration (NARA), Record Group (RG) 393, Microfilm (M) 1475, Roll (R) 1, Frame (F) 252).

The 1835 Treaty of New Echota, which was ratified by Congress on May 23rd, 1836, specified that removal of the Cherokees would begin in exactly two years. General Scott issued Order 34 on May 24th, 1838 to set the dates for the roundup. The roundup in

Georgia would begin on May 26th and commence ten days later in Tennessee, North Carolina, and Alabama.

.....The commanding officer at every fort and open Station will first cause to be surrounded and brought in as many Indians, the nearest to his fort or station, as he may think he can secure at once, & repeat the operation until he shall have made as many prisoners as he is able to subsist and send off, under proper escort, to the most convenient of the emigrating depots, the Cherokee Agency, Ross' Landing, and Gunter's Landing. These operations will be again and again repeated, under the orders of the commanders of the respective Districts, until the whole of the Indians shall have been collected for emigration...King, Smith, et al 2009: 172-173; University of Georgia Libraries, Hargrett Rare Book and Manuscript Library, Captain Isaac Vincent Papers, Box MS617, doc. 3).

General Scott wrote to Nathaniel Smith, Superintendent of Cherokee Emigration on June 8, 1838 the following comment: "The distress caused the emigrants by the want of their bedding, cooking utensils, clothes and ponies, I Much regret as also the loss of their property consequent upon the hurry of capture and removal." He blamed the Cherokees for believing that John Ross would save them (New York Observer 1838: page 2, column 6; Foreman 1989: 288).

Even though General Scott in Orders No. 25 above stated that "such, and all other light articles of property, the Indians will be allowed to collect and to take with them (NARA, RG393, M1475, R 1, F 252), "Claims of Spoliation" filed by the Cherokees after removal to Indian Territory show that these light articles were left behind during the soldier's haste to capture or arrest them. Foreman (1932) compiled a list of items he selected as representative of the claims filed and are listed as follows: "Fields and crops, horses, saddles, harness, rifle guns, chickens, hogs, cows and calves, ducks, geese, hoes, money, grist mills, feather beds, blankets, quilts, pots, ovens, kettles, dishes, cups and saucers, knives and forks, pails, (belonging to Elizabeth Cooper) 'one set blue edged plates and set blue (colored) plates, paled gardens, sowed and planted.' " He also listed "bacon, potatoes, beans, salt, cabins, looms, shuttles, weavers reeds, spinning wheels, thread reel, bedstead, cherrywood table, chairs, cupboard, wooden spoons, ploughs, chains, baskets, a 'first rate fiddle,' saw, shovel, and carpenter tools (Foreman 1989: 288). Although many of the items in the list were not readily movable, necessary items for survival were forcibly left behind.

Foreman (1932) stated that twenty-eight hundred rounded-up Cherokees (during the end of May and June 1838) were divided into three detachments to be "accompanied by a military officer, a corps of assistants and two physicians (Foreman 1983: 291). Travel by Cherokees who had already removed to the west of the Mississippi River by land or water demonstrated that water was less "exhausting" and there was a better chance of survival during the trip (Wilkins 1983: 317). General Nathaniel Smith would later (September 21st, 1838) summarize the groups who were removed by water and paid for by the United States Government. The third (Deas), fourth (Whiteley), and fifth (Drane) parties consisted of those forcibly rounded up after May 23, 1836. A copy of Nathaniel Smith's letter to General Scott is displayed on the following pages.

Charles Agency Cash,
September 21, 1857

My. Gen. Winfield Holt
Care of Gen. U. S. Grant,

Sir,

I had the honor to receive your
note of this morning. In reply I have to state that I have
not the Document now before me, by which I can give you
the precise amount of the Cash for head for transporting
the Cherokee Emigrants west by water, but will answer
your question generally to my best recollection.

The 1st party of 466, left this 28th July 1837, were one
month on the route - Cash for Transportation and Subsistence
about \$37 per head.

The 2^d party of 252, started 26th March 1838, were transported
to Tazewell by Gen. Chat. Drayton, & thence to Little Rock
by Col. Smith, at a Cash for Transportation and Subsistence
of about \$10.75 to Little Rock per head, and I think Gen. J. J.
Treas informed me that he paid \$3 per head to Mr. Lane's Cot-
ton. Thence they were transported by land to their new homes.
This party is believed to have Cash by land and water about
\$26 per head.

The 3^d party of 1000, Conducted by Gen. J. J. Treas, left
Poplar Landing on the 6th June and reached their homes on
the 14th at a Cash of less than \$10 per head.

The 4th party, Conducted by Gen. M. W. Pickens, comprising about
1000, left Poplar Landing on the 12th June, and Cash to Little
Rock for Transportation & Subsistence \$10.75 per head, from

that to their new homes by land, they cost about \$14.25, making about \$30 per head;

The 5th party, conducted by Capt. Evans, left Pop Landing on the 17th June by land for Waterloo, Alabama, which place they reached on the 11th July. This party cost per head to that point over \$20. From Waterloo to Little Rock by water the cost was about \$10.50 per head. I have no information of the cost from Little Rock to their new homes, of this party.

I purchased 11 Flat Boats for the 1st party at a cost of about \$3000, which sum is included in the cost per head of that party. No other Craft or boats were purchased for transporting Cherokees, nor were any repairs made on those purchased excepting plank for flooring. The other parties transported by water went under the Contract of Mr. Chas. Matlock to Tusculum, and led with the balance of the Boats.

The amount of Demurrage paid on all the boats since I came into service is about \$9000 and which only covers actual expenses. This amount was incurred by the tardiness of the Cherokees in emigrating, and by different instruments held out to them by some influential persons of good to demijustice, so that after they had actually embarked and announced themselves in readiness to start, many would leave the ground and not return at all. — The Demurrage is not included in the Cost for Transport of the different parties. By including the amount it would increase the Cost per head about \$2.00

Mr. Peabody Harvett was appointed March 8/1837, and

was discharged. Capt Page informs me, on the 14th day
of July 1858. - Mr Barrett was out of house about
the kind of the time mentioned.

Very Respectfully
Yrs. in Obedience
Wm. Smith
Capt. Ch. Co.

The Cherokee Roundup and the Tuscumbia, Courtland, Decatur Railroad

Of the three detachments moved by water after May 23, 1838 two detachments, due to low water, traveled around the treacherous Muscle Shoals on the Tuscumbia, Courtland, & Decatur Railroad. The detachments which traveled by train were led by Lieutenant Edward Deas and Lieutenant R. H. K. Whiteley.

Lieutenant Edward Deas Detachment

Departure: June 6, 1838

Arrival: June 19, 1838

A list of persons who assisted Lieutenant Deas, the conductor, was compiled by Jerry Clark, archivist at the National Archives and Records Administration, Washington, D.C.

Assistant Conductors

Abraham Cox
J. N. Reeves
A. S. Harbin
D. S. Walker

Physicians

Barzallai Cottle
Clark C. Lillybridge

Nurses

Catherine Choate
Elizabeth Downing

Interpreters

James Bigby, Jr.
Jesse Hicks
William Reese

Contractor

Williamson Smith.

There were also 23 armed guards, not soldiers, but hired gunmen (Clark no date: 3). Although General Smith stated in his letter of September 21st, 1838 that 1000 person were in the Deas Detachment, Lieutenant Deas in his journal stated that he started with about six hundred and ended after desertions, deaths, and births along the way with 489 persons. Deas' original handwritten journal gives great insight into the events and locations associated with the detachment as it traveled from Ross' Landing, TN to Fort Coffee, Arkansas (territory) and is stated as follows:

Journal of Occurrences:
**On the Route of Emigration of a Party of Cherokees from Ross' Landing E. Tenne.
to Fort Coffee Ark Ty kept by Lieut. Edw Deas USA Conductor of the Party.**

6th June 1838

The present party of Cherokees consists mostly of Indians that were collected by the Troops and inhabited that portion of the Cherokee country embraced within the limits of the state of Georgia, and were assembled at Ross' Landing E. Tenne. Preparatory to setting out upon the Journey.

The number of the Party is about six hundred, but is not yet accurately known, as it was thought inexpedient to attempt to make out the muster rolls before starting. The Indians were brought into the boats under guard & being necessarily somewhat crowded, any unnecessary delay while in that situation was by all means to be avoided on account of the health of the people. It was therefore thought best to set out from the points of assembly without waiting to muster the Party, leaving it to be done by the conductor after starting, when more accurate books could probably be made than before setting out.

The route related by the Superintendent is by water, and the Party was turned over to me to-day at Ross' Landing, after having been placed on board of the Boats provided for its transportation at Decatur Ala (followed by a superscript a). These consist of a small S. Boat of about 100 Tons burthen, and 6 Flat-Boats, one with double cabins, (one upon the other) of a large size. The others are middle sized Boats, but appointed by capacity to transport the Party without being too much crowded.

The Boats having been lashed side by side, 3 on each side of the Steam Boat, all were got under about noon and proceeded at about 4 or 5 miles an hour until we arrived near the Suck when it was necessary to separate them in passing thro the mountains. The Suck, Boiling-Pot, the skillet, and the Frying-Pan are names given to the different rapids formed in the Tennessee Basin as it passes through the Cumberland Mountains.

The river here follows a very circuitous course, a distance of 80 miles by water being only equal to 8 (miles) by land.

The Suck is the first and most difficult and dangerous of the rapids. The river here becomes very narrow and swift with the Banks on either side are rocky and steep, it being the point at which the stream passes thro' a gorge in the mountains. The S. boat with one Flat on each side passed thro' with most of the people on board, but after getting thro' the most rapid water, it was found impossible to keep her in the channel, & in consequence was thrown upon the north Bank with some violence but luckily none of the people were injured although one of the Flats was a good deal smashed.

The other 4 boats came thro' two by two and the party was encamped before dark as it was too late in the day to reach the foot of the rapids in daylight.

The present party is accompanied by a guard of 23 men in order to prevent any desertions that might be attempted before leaving the limits of the Cherokee country.

7th June

The S. Boat and Flat Boats were got under weigh this morning and came thro' the remainder of the rapids separately. The first Started at 8 o'clock, and all were got thro' by noon.

The Boats having been lashed side by side they continued to proceed at the rate of from 4 to 5 miles an hour thro' the remainder of the day.

8th June

Last night being clear and the moon nearly at the full the boats continued to run until near daylight this morning when they were obliged to stop and separate owing to the Fog which suddenly sprung up. We passed Gunter's Landing about 9 o'clock and then continued to run (stopping once to wood) until dark, when the Boats were landed for the night 6 miles above Decatur, and much of the people (two words not legible) have gone ashore to sleep and cook. The weather has been remarkably fine since starting and the people generally healthy though there are several cases of sickness amongst the children.

9th June

The Boats started this morning early and reached Decatur about 6 o'clock, but on arriving it was found that the Rail road cars were not in readiness although they had been notified that the party was approaching.

We have therefore been obliged to remain here to-day.

Two Locomotives have arrived in readiness to transport the party to Tuscumbia tomorrow.

10th June

This morning early the Indians and their Baggage were transferred from the Boats to the Rail Road cars. About 32 cars were necessary to transport the Party, and no more could be employed for want of power in the Locomotive Engines.

The Indians therefore being necessarily crowded, I determined not to take the guard any further, as I heard the Steam Boat Smelter was waiting their arrival at the other end of the Rail Road, and in that case there would be no necessity for the guard, as the party would embark without any delay at Tuscumbia. On the arrival of the 1st Train Cars at Tuscumbia landing about 3 o'clock PM, the Steamboat was in readiness and took nearly half the Party on board but immediately set-out for Waterloo at the foot of the Rapids without accounting for the 2nd train of cars with remainder of the party. In consequence when the 2nd Train arrived between 4 & 5 o'clock there being no boat to receive the remainder of the Party on board they were necessarily encamped near the S. Boat landing for the night, and tho' the guard having been sent back for the reasons above stated and having no doubt that the Steam boat Smelter would remain, drunkenness and disorder may be expected to-night. Nothing could be more unfortunate than the departure of the Boat at the moment the Party was on the point of reaching here.

11th June

As might be expected there was much drunkenness in camp last night and over one hundred of the Indians deserted. The remainder were conveyed from Tuscumbia Landing to Waterloo (30 miles) on one of the double deck keels and a small Steam Boat.

The party was there established on board the Smelter and the two keels such as are described in the contract for transportation & about 2 o'clock these boats were got under weigh and have since continued to run from 10 to 12 miles an hour.

As there is room enough on board to accommodate the party with sleeping room and the (four words not legible) we shall continue to run thro' the night.

Until we reached Waterloo the rations consisted of flour, corn meal, & bacon. At Tuscumbia yesterday I had purchased 4 days supply of fresh beef, but owing to the heat of the weather and the (one word not legible) of the Party most of it became spoiled and unfit for use before it could be issued when the Party was reassembled on the Smelter to-day.

12th June

The Boats continued to run until this forenoon at 1 o'clock (when a stop was made for wood) and reached Paducah between 4 & 5 P.M. I have enrolled the Party as accurately & carefully as possible since leaving Tuscumbia and find the number to be 489.

Finding that the S. Boat and one keel are sufficient to transport the party the other was left at Paducah this afternoon, and the rate of traveling is thereby much increased. We left Paducah about sun set and shall continue to run thro' the night.

The weather since starting with the Party has been warm and as yet there had been no rain. The People have been generally healthy and there are but few cases of sickness at present and more none of a dangerous character.

On June 13th the detachment passed Memphis between 9 & 10 o'clock in the evening and reached the mouth of the Ohio about midnight. On June 14th Deas reported in his journal that the boats reached Montgomery's Point at the mouth of the White River, where a pilot for the Arkansas River boarded the boat (without landing). The boats entered the White River and passed through the cut-off into the Arkansas. After ascending the Arkansas River for about 70 miles, Fresh Beef has been obtained the night before in Memphis and was issued.

On June 16th the boats landed 14 miles below Little Rock at sunset. The following morning the detachment reached Little Rock about 8:00 and Lt. Deas decided to leave the keel boat behind in order to expedite travel and gave those traveling on the keel boat the main cabin of the steamboat. On the June 17th the detachment spent the night a few miles below Lewisburgh. On June 18th they stopped on the north bank opposite McLeans Bottom two miles above Titsworths' Place. Deas commented that the people still remained "generally healthy." On June 19th, the party passed Fort Smith between 3 & 4 P.M. and arrived at Fort Coffee just before sunset.

Fort Coffee
20th June

After the Party landed last evening I found that they had taken all of their baggage out of the Boats and were desirous of stopping in this neighborhood.

(Two words not legible) much pleasure at reaching their country in safety and meeting some of their friends and acquaintances here, and finding that others of them are living not far off, they prefer remaining here to proceeding to Fort Gibson.

I should have preferred to deliver them at the latter place, as there is water enough for the Boat to go up, at present; but at the same time considered it proper to consult their wishes.

After counseling together and with their friends from the vicinity they decided in favor of proceeding no further.

I therefore to-day discharged and paid off the Agents and Physicians that accompanied the Party who returned on the S. Boat Smelter.

This morning early an express was dispatched by the Comman (followed by superscript y, short for commanding) officer with a letter from myself to the officer at Fort Gibson appointed to receive the Cherokees, giving information that the Party is at this place, awaiting to be mustered and to receive their subsistence.

Fort Coffee
23rd June

Since arriving at this place I have issued a sufficient quantity of cotton domestic to the Indians for tents to protect them from the weather. I have done so in consideration of their destitute condition, as they were for the most part separated from their homes in Georgia, without having the means or time to prepare for camping and it was also the opinions of the Physicians of the Party that the health of these people would suffer if not provided with some protection from the weather.

Last evening an Agent of Capt. J. R. Stephenson the Disb. Agent to receive the Cherokees arrived at this place and to-day I had the Party mustered in his presence. The number was found to be 489 as shown by the Muster-Roll, no deaths having occurred upon the journey and no alteration having taken place since the Party was enrolled.

The foregoing remarks embraced all matters of interest affecting the Indians, that came under my observation from the day of setting out upon the Journey until the Party was to-day turned over to the Agent appointed to muster & receive it.

(Signed) *Edw Deas Lieut. U.S.A. Conductor*

Deas Journal was transcribed from his handwritten journal (National Archives and Records Administration (NARA), Record Group (RG) 574, Bureau of Indian Affairs – Special File 249, D235).

Lieutenant Deas stated in his journal above that he “enrolled the Party as accurately & carefully as possible since leaving Tusculumbia and find the number to be 489.” When arriving at the end of the journey, he turned the detachment over to the

appointed Agent "to muster & receive it." A copy of the Deas Detachment muster roll dated June 19, 1838 is on the following pages (NARA, Special Microfilm Roll A23). An enlargement of the names on the roll has been included to facilitate reading of the document.

*Muster Roll of a Company of Cherokee
Jesse Rice under the direction of Sully Edwards*

Names of Heads of Families	Number & Ages of Indians							
	Males				Females			
	18	15-17	12-14	10	18	15-17	12-14	10
<i>Abey Bought</i>								
<i>Red a lak in camp</i>				1				
<i>Lo who was</i>				1				
<i>At chit lak a wife living</i>	1		1					1
<i>ten tin all lak</i>			1					
<i>lak tin wak</i>				1				
<i>Lo was lak</i>			1					
<i>lak tin wak</i>			1		1	1		
<i>lak was you tin - lak</i>	1	1	1					
<i>lak tin (lak) was</i>	1				1			1
<i>Will lak</i>	1		1		1	1	1	
<i>lak tin wak</i>						1		1
<i>Lak tin</i>			1					1
<i>George</i>	1		1		1			1
<i>lak tin lak lak</i>				1		1		1
<i>Chawo lak a lak</i>			1					
<i>lak tin</i>	1				1			1
<i>lak tin</i>					1			1
<i>lak tin lak lak a lak, in camp in the place</i>			1					
<i>lak tin lak</i>								1
<i>lak tin was lak</i>		1	1					1
<i>Charles lak</i>	1	1		1		1	1	
<i>lak lak lak was</i>	1	1		1	1	1	1	
<i>lak tin</i>				1				
<i>lak tin lak tin</i>				1				

181	Mark and	2			2	1	
	Like you be who are			1		2	
	How a be had			1			1
	Had cool and			1			1
	Had be			1			1
	Had a you had						1
	Oh how good			1			
	Long good and	1		1			
	Had and too			1	1		1
	How to me see			1			
	Had and both and	1		1			1
	Out my					1	
	Like you					1	
	Will and had			1			
	Why are you be			1			
	Had a see his by		1				
	Oh much his be			1		1	
	He be his had			1			1
	Had how had		1			1	1
	To now see his			1	1		1
	Oh see his now too	1		1	2		1
	Oh his					1	
	How is had by his			1	1		1
	Oh you			1			
	How are a too too	1		1	1		1
	Cool a and had	2			1	2	
	He be how				1	1	1
	To too you speak	1		1		2	1
	Had a by a see you	1	1	1			1
	Oh with me			1			
	Charly			1			
	Let too a Lydia		1			1	1
	How you and			1			1
	Nancy					1	1
	Oh how who too			1			

119

Book of the
Sine Bon is he no
Ground Squirrel
Che youk See
Stick a to hee
Quail See

1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1	1	1

I certify that the foregoing Muster
was taken the 3^d of August
1850

We hereby certify that the foregoing
List of Absentees was taken on
the 19th June 1850
(Signed) John Jones
John Stephens
Capt of the
Company of the



Lieutenant R. H. K Whiteley Detachment

Departure: June 13, 1838

Arrival: August 5, 1838

Gen. Nathaniel Smith reported in his letter of September 21, 1838 that the detachment conducted by Lt. Whiteley had 1000 persons. Whiteley’s initial estimate was 875. The Whiteley Detachment traveled on the Tuscumbia, Courtland, & Decatur Railroad on June 21st from Decatur to Tuscumbia Landing. An elderly woman died in Decatur and an accident happened as the train was going through a cut entering into Tuscumbia. Whiteley reported in his journal that a Cherokee man, under the influence of alcohol, tried to retrieve his hat, fell under the train, and was crushed to pieces. A newspaper article in the North Alabamian reported the following: “*Accident*—As the cars were passing through the deep cut, near this place last evening with the emigrating Cherokees, an Indian who had taken his liquor rather too freely, jumped off a car, & falling across the track, was instantly killed” (North Alabamian, June 23, 1838, courtesy of Tuscumbia Railway Co.). His death was also noted by his sister, Sailsey, when she filed a claim in 1842 for losses at her residence in the east before removal. She stated that “her brother, Chicken, was killed by the cars on the rail road when coming to this country” (1842 Flint Dist Claims Book 1: Claim No. 83). The following chronology is from Whiteley’s Journal, transcribed in part by Wayne Gibson and referenced to his website.

Journal of Occurrences

Date 1838	Daily Log	No. of Miles Traveled each Day
June 12	The movement of a party of Cherokee Indians commenced this day from the camp five miles distant from the town of Chattanooga East Tenn. The day was consumed separating the Indians so as to obtain as far as practicable whole families.	
June 13	The party in the flat boats dropped down the Tennessee river to Brown’s Ferry, more Indians were this day brought in from camp to increase the detachment of (if possible) to one thousand.	10
June 14 & 15	<p>The party remained stationary at Brown’s Ferry. Clothing was purchased & brought aboard; but they would not be persuaded upon to take the articles, neither would they be mustered, as all attempts to obtain their names were without success.</p> <p>Organization of the detachment. Lieut R.H. K. Whiteley. U.S. A Conductor and Dis[bursing] Ag[ent]</p> <p>Col. John a Hooke E. S. Curry P. H. Price Geo. Stubblefield Thom. Jones</p> <p style="text-align: right;">Assistant Conductors</p>	

	<p>Doctor Robert Hodsden George D. Morrow</p> <p>James Brown Robert Bengel Betsy Woodard & son (Mrs. Woodard) Betsy McDaniel, Hospital Attendant (allowed by direction of the superintendent one dollar per day and expenses) Guess number of Cherokee Indians 875</p>	<p>Attending Physicians Do. Do.</p> <p>Interpreter Do. Do.</p>	
June 16	The detachment left Brown Ferry at 10 A.M. in eight flat boats, these boats were started by pairs well secured together, and floated safely through the suck, pot, skillet, and pan, all places of dangerous navigation. The steamboat George Guess employed to tow the flats to Decatur brought down a part of the detachment. The party encamped at Kelly's Ferry in the Tennessee River at 4 P.M.		20
June 17	Left Kelly's Ferry at ½ past 7 A.M., were detained from 12 n to 3 P.M. repairing the engine of the steamboat, encamped on the bank of the Tennessee River at 20 minutes past 7 P.M.		34
June 18	Started the detachment at 8 A.M. the flats were well secured four on either side of the steamboat, and towed with perfect safety. The Indians this day requested clothing, the issue was commenced and continued from day to day until all were applied. One death (a child and one birth). Were stationed three hours wooding— Encamped on the bank of the Tennessee River at 6 P.M. The hours of stopping and starting were arranged as to give the Indians sufficient time to cook in the evenings & mornings the provision for the day. Thomas Jones an assistant Conductor was this day attacked with measles, he was immediately removed from the boat & every precaution taken to prevent the disease spreading among the Indians.		34
June 19	Started the detachment at ½ past 7 A.M. encamped on the bank of the Tennessee since at 6 P.M.		50
June 20	Started the detachment at ½ past 7 A.M. landed at ½ past 1 P.M. two miles above Decatur Alabama and encamped on the opposite bank of the Tenn. river.		20
June 21	Started the detachment at 8 A.M., reached Decatur at 9 A.M., started on train of cars for Tuscumbia Alabama at 11 A.M., the second train at 1 P.M. One very old woman died at Decatur and one more the 2 nd party was killed at the ?? one mile from Tuscumbia, he had been drinking lost his hat jumped off the car to obtain it. He was crushed to pieces.		47
June 22, 23, 24, 25 & 26	Between Ross' Landing & Decatur 25 Indians left the party. Remained stationary in the Tenn. River below Tuscumbia, waiting the arrival of boats to carry off the party. The detachment became sickly, caused in the opinion of the doctors by the fresh beef, the issue in consequence was stopped. Four deaths (children) Appointed Mr. Holy in of Mr. Jones Asst. Conductor to date from the 23 rd June 1838.		

June 27	The detachment started in flat boats at 10 A.M. floated down the Tennessee River to Colbert Shoals, where the party encamped.	20
June 28	Started the detachment at ½ past 9 A.M. passed over Colbert Shoals and reached Waterloo Alabama at 2 P.M. and encamped on the opposite bank of the Tenn. River, two deaths (children).	10
June 29	The detachment remained stationary this day. The S. B. Smelter arrived last night, and required this day to clean up & repair 118 Indians left the party. One death (a child) & one birth.	
June 30	Left Waterloo Ala. at ¼ before 10 A.M. with the party on board of one Keel and the Steamboat Smelter stopped to wood from ½ past 3 to 4 P.M. & again at 10 P.M. Lay for the night on account of fog.	

(www.mindspring.com/~wayne.gibson)

Whiteley continued in his journal that the detachment anchored off Paducah, Kentucky on July 1st, left there at 2 A.M. and reached the Mississippi River, where they camped on its banks. On July 3rd they stopped at Memphis, Tennessee to obtain supplies and before nightfall stopped for wood. The boat ran all night and reached Montgomery's Point, where they waited for a pilot before they entered the White River. From the White River the boat entered the Arkansas River. One July 6th Whiteley landed the detachment one mile above Little Rock to conduct a head count. He counted 722 persons. His initial estimate was 875 persons. On July 7th, 8th, 9th, 10th, and 11th the detachment remained at this camp on the river bank for a light draft steamboat to take them to Fort Coffee or Fort Gibson at \$5.50 per head. The steamboat S. B. Tecumseh arrived on July 11 and once again the detachment boarded another boat and stayed on it, until July 13th when it grounded on Benton's Bar four miles below the town of "Lewis Berg," Arkansas. All the deaths Whiteley reported from July 1st to July 13th were those of children.

From this location it became necessary to hire wagons to continue on. On July 22 Whiteley wrote that water was scarce and of bad quality and the weather especially warm. He continued that "the party has suffered much this day for want of water, from the heat, from sickness, & from dust." He appointed Mr. S. D. Lewis assistant Conductor in place of Mr. E. S. Currey, who was left sick in Little Rock. On July 24 he wrote that there were three and four deaths daily and by July 28th there between two and three hundred persons were sick. By August 1st the detachment rested. Deaths were occurring at up to six or seven persons per day. Due to scarcity of provisions at Fort Gibson, the detachment would travel to the Flint Settlement. On August 3rd, they camped at the foot of Boston Mountain. On August 4th the detachment crossed the mountain, entered the Cherokee Nation and camp at the head of Lee's Creek in the Flint Settlement. On August 5th Mr. C. Nan took charge of the detachment and the following information was reported pertaining to number of persons reaching this location: 602 Indians, 65 Indians left the party and went into the Nation after crossing the boundary, and 70 deaths on the journey. The number of miles traveled was reported as 1554 miles. No muster roll has been found, however several documents have been located pertaining to expenses incurred by Dr. Hodsdon, one of the physicians with the detachment and Betsey Woodward, an interpreter for the detachment. Copies of original documents were provided courtesy of the Sequoyah Research Center, University of Arkansas, Little Rock and are displayed on the following pages. TC&D Railroad expenses are indicated with a red arrow.

Account of the accompanying a statement of Charles Page
from Repulse, Va. to West Point, Va. 1858

- June 15th - After leaving and breakfast at the camp \$1.00
- two packages at Repulse, and one at the camp 2.00
- 21 - Transportation from Repulse, Va. to West Point on
 the mail boat ^{to West Point} Capt Page 5.00
- 21 - Transportation of mail case from West Point to Annapolis 2.00
- 22 - One day boarding at Annapolis 7.50
- 23 - Breakfast leaving and breakfast above Annapolis 1.00
- 24 - One day boarding at Annapolis 1.50
- July 1 - Transportation from West Point to Little Rock on
 the mail boat Annapolis Capt Page 65.00
- 11 - One day boarding at Little Rock 7.50
- 12 - Transportation from Little Rock to Newburg on
 the mail boat Annapolis Capt Page 5.00
- 21 - One day boarding at Newburg ^{to West Point} 6.00
- 21 - One day boarding from West Point to Annapolis 1.50
- 22 - " " " " " " " " 1.50
- 23 - " " " " " " " " 1.50
- 24 - " " " " " " " " 1.50
- 25 - " " " " " " " " 2.50
- 26 - " " " " " " " " 1.50
- 27 - " " " " " " " " 1.50
- 28 - " " " " " " " " 1.50
- 29 - " " " " " " " " 1.50
- 30 - " " " " " " " " 1.50

Post come over - 77.50

August 1 st	about lost over	-	-	-	77-37
2	to two days traveling for self and horses	at	at	at	3.00
3	"	"	"	"	1.00
4	"	"	"	"	1.00
5	to two days	"	"	"	3.00
This of three of Stephen's horses 25 days commencing on the 15 th of July and ending on the 5 th of August 1828 - at 1/100					-25.00
					<u>131.37</u>

I certify in honor that the above account for my actual and necessary expenses while accompanying a party of American Indians west of the Mississippi River, commencing on the 15th of July and ending on the 5th of August 1828 is just and true and I actually paid the amount as charged

Rt. H. K. ...
to Charles Cony...

Remembrance of my services from Sept. 1862 to
 March 1864. I was attached to the 1st
 Arkansas Cavalry, and was promoted to
 Captain on the 15th day of June, and ending
 on the 15th day of July 1864.

1st pay for 100 days from Sept. 1862 to the 15th day of June 1864	100.00
2nd pay for 100 days from the 15th day of June 1864 to the 15th day of July 1864	100.00
3rd pay for 100 days from the 15th day of July 1864 to the 15th day of August 1864	100.00
4th pay for 100 days from the 15th day of August 1864 to the 15th day of September 1864	100.00
5th pay for 100 days from the 15th day of September 1864 to the 15th day of October 1864	100.00
6th pay for 100 days from the 15th day of October 1864 to the 15th day of November 1864	100.00
7th pay for 100 days from the 15th day of November 1864 to the 15th day of December 1864	100.00
8th pay for 100 days from the 15th day of December 1864 to the 15th day of January 1865	100.00
9th pay for 100 days from the 15th day of January 1865 to the 15th day of February 1865	100.00
10th pay for 100 days from the 15th day of February 1865 to the 15th day of March 1865	100.00
Total	1000.00

I certify within that the above is a true and correct
 copy of the original.

Wm. A. Smith, Secretary of the Board

Copied from NARA, Washington D.C., Courtesy of Sequoyah Research Center,
 University of Arkansas, Little Rock, Arkansas. Digital image by Marty King.

Troop Movement on the Tuscumbia, Courtland, & Decatur Railroad

The TC&D Railroad was not only used for the Cherokees who were emigrating to their new homes west of the Mississippi River, but also for troops moving to the east to assist with the Cherokee Removal. Stephen Dennis, an independent researcher, compiled a list of contracts from records (located in the National Archives in Washington, D.C.) that were made with steamboat companies, Somerville, Reese & Company, and David Deshler. I have listed only those contracts specifically pertaining to the use of the Tuscumbia, Courtland, & Decatur Railroad. According to Dennis some of the original contracts do still exist in the national archives records (Personal Communication, July 3, 2009). A synopsis of the contracts and contracts dates are listed below under the military officer's name:

Army Contracts for Transportation on the T. C. & D. Railroad

LIEUTENANT W. W. CHAPMAN:

June 2, 1838 (Tuscumbia, AL), with Somerville, Reese & Co. for transportation of troops (50-75 soldiers of 4th Infantry, and 200-300 soldiers of 3rd Artillery) by rail from Tuscumbia, AL to Decatur, AL; payment to be \$.12 ½ per person to Tuscumbia and \$2.12 ½ per person to Decatur, with additional specified freight charges from Tuscumbia Landing to Tuscumbia and from Tuscumbia to Decatur (Contract No. 345).

June 4, 1838: (Tuscumbia, AL), with D. Deshler of Tuscumbia, Courtland & Decatur Rail Road for transportation of troops (6-10 officers and 150-200 soldiers) by rail from Tuscumbia to Decatur, AL; payment to be \$2.12 ½ for each person (Contract No. 346).

June 21, 1838 (Tuscumbia, AL), with Somerville, Reese & Co. for transportation of troops (280-300 soldiers) by rail from Tuscumbia Landing, AL to Decatur, AL; payment to be \$1.87 ½ per person (Contract No. 350).

CAPTAIN WILLIAM DULANY:

June 2, 1838 (Tuscumbia, AL), with Somerville, Reese & Co. for transportation of troops (three officers, 150 men and one laundress, with provisions and baggage, arms & accoutrements, eleven boxes of ammunition, sixteen wet barrels, 42 dry barrels, six boxes of soap and candles, and two bags containing pork & salt) from Tuscumbia Landing, AL to Decatur, AL; payment to be \$2.12 ½ per person and freight on provisions at \$1.37 1/2

per wet barrel and \$.62 ½ per dry barrel, with ammunition, soap, candles & bags of salt and pork at \$.47 3/8 per hundredweight (1,200 pounds) and \$7.00 for baggage (Contract No. 183).

LIEUTENANT GEORGE LINCOLN:

June 2, 1838 (Tuscumbia, AL), with Somerville, Reese & Co. for transportation of troops (eight officers and 216 soldiers of 4th Regiment U. S. Infantry) from Tuscumbia, AL to Decatur, AL; payment to be \$2.12 ½ per person and freight at \$1.37 ½ per wet barrel and \$.62 ½ per dry barrel (Contract No. 245).

LIEUTENANT J. M. MORGAN:

July 21, 1838 (Tuscumbia, Landing, AL), with Somerville, Reese & Co. for transportation of troops (one officer and unknown number of soldiers) by rail from Tuscumbia Landing, AL to Decatur, AL; payment to be \$1.87 ½ for each person, \$.62 ½ for each barrel of bread, \$1.37 ½ for each barrel of pork (Contract No. 365).

David Deshler's involvement with the railroad is explained extensively in Chapter Two, however the role of Somerville, Reese & Co. with the TC&D Railroad will be described in detail at this point due to its involvement with military contracts. Leftwich (1935) gave the following information about Somerville, Reese and Company:

In 1837, Somerville, Reese and Company who were interested in steamboat traffic between Tuscumbia and New Orleans leased the railroad from Decatur to the Landing on the river, the warehouses at both ends of the line and at Tuscumbia and began transacting the business which had before been managed by the company. Their next step was to establish a line of boats in connection therewith between Decatur, Chattanooga and Knoxville. They secured the contract for carrying the mail from Tuscumbia to Knoxville. they had four fine boats built, not mere makeshifts, but as large and good as any that navigated the Tennessee. Thus they opened up a tremendous traffic between Knoxville and New Orleans, handling every pound of freight and carrying every passenger going and coming (Leftwich 1935: 94).

Verification of this lease is contained in the Minute Book of the TC&D Railroad. A Board of Directors meeting was held on March 14th, 1837 and the following resolution was made:

Resolved that the contract entered into by Benjamin Sherrod, B. Merrill, D. Deshler and M. Tarver Committee for the company with A. Somerville, W. H. Reese and C (not legible) Rhea and Ross be accepted and confirmed by the Board provided the said parties of the second part agree to subscribe to the foregoing memorandum to be endorsed in the

contract by the next regular meeting of this Board (Journal of Proceedings of Tuscumbia, Courtland & Decatur R.R. Co., 1821-1843).

On June 23, 1838 a newspaper article in the *North Alabamian* reported that “Between 400 & 500 Soldiers under the Command of Maj. McClintock arrived here last evening from N. Orleans, and left on the cars this morning for the Cherokee Nation” (Newspaper article courtesy of Tuscumbia Railway Depot, Tuscumbia, Alabama).

Additional information about military use of the T. D. & D. Railroad is provided in a letter written from Fort Cass, Tennessee by Abner Hetzel in the spring of 1838. He stated the following:

Supplies can be brought to this place by water at any season of the year. The Tenn. River from its mouth to Waterloo is navigable by steam Boats from that place, should the water be low it might be necessary to transfer them to Steam Boats of a very light draft, or keel boats to transport them to Tuscumbia, Ala. a distance of 40 miles, thence they would be conveyed to Decatur on the rail road avoiding the Muscle Shoals, thence to a place called the Suck a distance of about 150 miles and about 12 miles from Fort Poinsett (Ross’s Landing) or should there be a freshet, they could be brought direct to this place. But should the water be unusually low they would either have to be transferred to Keel Boats or brought up by land conveyance a distance of about fifty seven miles (National Archives and Records Administration, Office of the Quartermaster General, Record Group 92, E 350, Abner Hetzel Letters Sent Bound, Volume 2).

It is hoped that the documents included in this chapter are not the only ones still surviving in archives, libraries, or even someone’s attic pertaining to the Cherokee Removal and its use of the Tuscumbia, Courtland, & Decatur Railroad. It is very exciting to speculate as to what other sources may still be in existence.

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Chapter 7

Summary and Conclusion

By: Gail King

The Tuscumbia Rail Road Company was incorporated by an Act of Alabama on January 16th, 1830. The 2.1 mile railroad that was built by the Tuscumbia Rail Road Company from Tuscumbia Landing to the Town of Tuscumbia was not only the first railroad in the State of Alabama, but the first railroad built west of the Appalachian Mountains. The railroad depot built at Tuscumbia Landing was also a first for the State of Alabama. It served as a depot and a warehouse and was uniquely built to fit the contour of the bluff above the steamboat landing. The horse drawn inclined plane made it possible to get cotton and other freight up and down the three-story building, either to load or unload steamboats at the wharf below on the Tennessee River or to load or unload the railroad cars at the top of the bluff.

When the Tuscumbia Rail Road was absorbed by the Tuscumbia, Courtland, & Decatur Railroad, the railroad track was extended another 43 miles to Decatur, making the railroad a total of 45.1 miles. The Tuscumbia, Courtland, & Decatur Railroad was incorporated by an Act of Alabama on January 13th, 1832. Historian Thomas M. Owen stated that it was the second railroad built in the State of Alabama (Owen 1921: 1339). It was a great achievement because this railroad circumvented the obstruction to river traffic caused by the Muscle (Mussel) Shoals from the “head of the shoals” at Decatur, Alabama to the “foot of the shoals” at Tuscumbia Landing. With the construction of the railroad, freight could be transferred to railroad cars from steamboats coming all the way from New Orleans and docking at Tuscumbia Landing, hauled by the railroad to Decatur, and transferred back to steamboats headed to Knoxville, Tennessee and points in between. The flow of commerce on the Tennessee River was expanded tremendously.

John McWilliams, Colbert County historian, claims that this American frontier railroad created many firsts for the State of Alabama: the first steam locomotive, first engineer, first conductor, and the first railroad bridge. McWilliams also stated that the engine named Comet (bought by the TC&D Railroad Company) was the first all metal steam engine built in the United States (McWilliams 1995: 2)

A vivid description of the railroad by Mrs. J. M. Clark is as follows:

My earliest memories are of Courtland, although Moulton was my native place. At Courtland my father, whose name was Jackson, was, when I can first remember, Warehouseman, railroad agent they would now call it – for the Decatur-Tuscumbia railroad, the first railroad in the South, and among the very first in the United States, or in the world. Although quite a child, only 5 years old, when my father first moved there (Courtland) I remember it all very vividly. I remember the queer little engines, the funny little ‘freight wagons’ you have seen so often in school histories, of that day. Not less queer and funny were the passenger coaches of that day, a sort of exaggerated stage coach, as I remember it. I can remember for awhile that passengers went in passenger coaches pulled by horses, while freight or goods was carried on cars pulled by engines. Of course both styles of locomotive were in use on the same tracks. I remember distinctly the ‘stringer’ of wood on which the broad metal piece was spiked – this in lieu of the present ‘rails’ we know in the railroad world seventy odd years later.

I can't recall the speed with which the railroad whizzed its passengers from place to place, but I know it was considered quite an achievement for those times. I remember often taking trips from Courtland up and down the road. Of course we considered it something akin to a miracle and had one then dare to foretell the wonders that those living then would yet live to see come to pass, he would have been laughed to scorn and probably sent to the insane asylum.

Who for instance, would have dreamed that in the span of one life these little horse and steam railroads would have developed and grown into the magnificent 'systems', each carrying the commerce of an empire, with which the entire country is literally gridironed (Recorded by W. H. Norris and found in the Leighton, Alabama Library).

Mary Wallace Kirk, who grew up at *Locust Hill*, an antebellum mansion in Tuscumbia, gave the following account of how her grandmother met her grandfather due to an encounter on the TC&D Railroad. Her grandmother was on her way to visit her sister at *Boxwood Plantation*, when she met Mr. Rather on the train, and he would later become Mary Wallace's great-grandfather. He had just come from a shopping trip to buy plantation supplies in Memphis, Tennessee, where he had also bought a chair.

On his return to his Morgan County plantation he left the boat at South Florence and transferred to the Tuscumbia, Courtland, and Decatur Railroad and had the chair placed in his coach. At that time the seats on the train were "split-bottom" chairs and when Miss Letitia Pearsall, going to visit her sister at Boxwood, got on the train, he, knowing who she was, insisted that she sit in his more comfortable chair. That visit to Boxwood resulted in her getting not only the chair but his son as well. [The chair sat in the parlor of Locust Hill at the time of Mary Kirk's writings] (Kirk 1976: 44).

The Tuscumbia, Courtland, & Decatur Railroad was the only railroad used to transport Southeastern Indian Removal detachments. The three Cherokee detachments which traveled on the train are well-documented. The Ridge Party (Pro-Treaty Group) was conducted by General Nathaniel Smith, beginning at the Cherokee Agency with a party of the 205 persons, arriving at Ross's Landing on March 2nd to pick up 198 persons, and later downriver (Tennessee River) stopping at Gunter's Landing to pick up about 60 persons. The Detachment traveled by water to Decatur, Alabama, where they were split into two parties due to limited space on the TC&D Railroad. Although John S. Young met the detachment at Decatur, he was not officially placed in charge of the detachment until the train reached Tuscumbia Landing with the 2nd party. He would conduct the detachment until it arrived at Fort Coffee, Arkansas. Dr Lillybridge, a physician with the detachment, kept a journal that has been invaluable in documenting the day-to-day travels of the detachment.

Two others detachments to travel by the TC&D Railroad were the Deas Detachment and the Whiteley Detachment. The 1835 Treaty of New Echota was ratified by congress on May 23rd, 1836 and according to its stipulation, the Cherokee would be give two years (May 23rd, 1838) to voluntarily emigrate to land west of the Mississippi River. On May 24th, 1838 General Scott issued Order No. 34 to set the dates for the roundup of Cherokees still remaining in the east. The roundup in Georgia would begin on May 26th and commence ten days later in Tennessee, North Carolina, and Alabama.

Three Cherokee detachments were forcibly removed in June 1838 basically by water with some land travel where necessary. The Deas Detachment left Ross' Landing

on June 6, 1838 and traveled on June 10th by way of the TC&D Railroad, utilizing two separate trains. Deas Journal stated that about 32 cars were necessary to transport the party and these were apparently divided between the two locomotives that arrived the evening before on June 9th to transport the detachment. The Whiteley Detachment left in flatboats on June 12th, 1838 from a camp five miles from the Town of Chattanooga, Tennessee. While at Brown's Ferry additional Indians were brought in hopes of increasing their numbers to one thousand. On June 21st, the first party of the detachment caught the train at 8:00 A.M. and the second half of the detachment caught the train at 1:00 P.M. One elderly Cherokee woman died at Decatur and a Cherokee man was killed near Tuscumbia, when he fell off the train and was crushed. Between Ross's Landing and Decatur 25 Indians left the detachment. Four children died while camped at Tuscumbia Landing on June 22nd, 23rd, 24th, 25th, and 26th. Finally flatboats transported them to Waterloo where they camped on the opposite side of the Tennessee River awaiting the arrival of the steamboat Smelter. At this location 118 Cherokees left the detachment. The Drane Detachment was the last detachment to leave in June 1838 and traveled by land to Waterloo. Why this detachment did not follow the same route as the other two detachments is not exactly clear. Some writers stated their route on the north side of the Tennessee River was due to low water.

One detachment not noted as traveling on the TC&D Railroad in Chapter 6, is believed by Colbert County historian, John McWilliams, to have traveled on the Railroad. This was the detachment transported to Tuscumbia by Charles Matlock, as noted in Nathaniel Smith's letter of September 21, 1838. A journal was kept by Lieut. Edward Deas beginning in Waterloo, so there is no daily record prior to that time. A newspaper article in the *North Alabamian* newspaper, published in Tuscumbia stated the following:

FRIDAY APRIL 6, 1838

Emigrating Cherokees—About 300 of this tribe, under the superintendence of Co. Smith left our landing on the 4th inst. for their destination west of the Mississippi.

Since the detachment came through Tuscumbia Landing, it is highly probable that they did arrive on the TC&D Railroad. If they had come through the Shoals, it does not seem feasible that it would have been necessary to stop at the Landing. Further research is needed on this detachment in order to determine the location of contracts which would give information on the exact route.

The Fate of the TC&D Railroad

A court case heard in the Alabama Supreme Court dated May 21, 1889 presented a lot of information about the financial status of the Tuscumbia, Courtland, & Railroad. The law suit involved land that had been sold and conveyed by Joseph Sykes on February 7, 1832 to the TC&D Railroad. Ann Davis, a descendant of Joseph Sykes, was asking for title to the property to be returned to her. A section of the proceedings is stated as follows:

Under a decree made by the United States district court on a bill to foreclose a mortgage executed by the company, the railway, rolling stock, shops, machinery, and the

franchises of the Tuscumbia, Courtland & Decatur Railroad Company were sold by the marshal September 22d, 1847, and purchased by David Deshler. The sale was reported and confirmed by the court, and a conveyance executed to Deshler. On February 10th, 1848, Deshler and his associates were incorporated by an act of, the general assembly under the name of the 'Tennessee Valley Railroad Company.' The preamble of the act recites the sale of the railroad and all the property of the Tuscumbia, Courtland & Decatur Railroad Company, under a decree of the United States district court, and that Deshler became the purchaser. The third section of the act provides that upon payment of the purchase money, all right, title, interest, and property in the latter company, including the right of way, and all rights, franchises, and privileges, shall vest in the Tennessee Valley Railroad Company. And in 1848 Deshler sold and conveyed to the latter company the railway and all the property and franchises purchased by him at the marshal's sale. The tenth section of the act made similar provision for the continuance of the charter, subject to the state's exercise of the right to purchase at the expiration of fifty years, and at successive periods of ten years, as contained in the charter of the Tuscumbia, Courtland & Decatur Railroad Company. Acts 1847-48.

The Memphis & Charleston Railroad Company was incorporated January 7, 1850. By the seventh section it is provided: 'It shall be lawful for the company hereby incorporated to acquire by purchase, gift, release, or otherwise, from any other company, all the rights, privileges, and immunities of said company, and possess and enjoy the same as fully as they were or could be possessed or enjoyed by the company making the transfer.' Acts 1849-50, p. 183. Under this legislative authority the company acquired by purchase and conveyance from the Tennessee Valley Railroad Company all their property, including the roadbed, and all the franchises privileges, and immunities, which they had used or enjoyed under or by virtue of their charter. It thus appears that the Memphis & Charleston Railroad Company has acquired by the legislative authority all the property and franchises of the Tuscumbia, Courtland & Decatur Railroad Company, including their right to the lands in controversy, and the franchise to use them permanently for railroad purposes, unless the state exercises its reserved right of purchase.

The proceedings further stated the following:

There has been no voluntary surrender or judicial forfeiture of the charter of the Tuscumbia, Courtland & Decatur Railroad Company. Their chartered rights, immunities, and franchises have been continued and perpetuated by the legislative acts referred to, and now exist in the Memphis & Charles Railroad Company, which company possesses and enjoys them as fully as they were or could have been enjoyed by the Tuscumbia, Courtland & Decatur Railroad Company. The latter corporation has ceased to do business under its corporate name, but the rights and franchises granted by the charter still exist, and are exercised by the defendant, though under a different corporate name. The charter, as employed in the conveyance of Sykes, representing and expressing the charterer rights, continues (The American and English Railroad Cases, Vol. XXXIX: 68-70).

The result of this court case is that the Tuscumbia, Courtland, & Decatur may not exist in its original name, but does continue to exist as a railroad under everyone who purchases the right of way. From the Memphis & Charleston Railroad, it became the Southern Railroad, and today it is the Norfolk Southern Railroad.

The only change in the original route of the TC&D Railroad is that the railroad track today veers off the original bed to the north at Norala Junction east of Tuscumbia

(See Map 3.9 in Chapter 3). The survey of this entire route showed that no original, standing structures remain along the route from Decatur to Tuscumbia Landing. However, structures such as adjacent homes or commercial buildings are still standing. It appears that the present day depots at Courtland and Town Creek are built on the same sites as an original TC&D Railroad depot existed. Local history at Courtland does substantiate this, but historical records and oral history do not authenticate the original date of the depot at Town Creek. At the landing at Decatur, we can basically determine where the landing site was and approximately where the depot was, but it appears there were two depots, plus large warehouses. The area where they were constructed has been highly impacted by apartment buildings and condominiums. The most pristine site with extant foundations is at Tuscumbia Landing, because of the absence of commercial or residential development.

Other than this type of development, the Civil War had the greatest impact on the TC&D Railroad structures. The following excerpt from Alabama historian, Albert Burton Moore is so descriptive of how much the war destroyed:

The manufacturing establishments were destroyed outright, or dismantled and sold. Whether so intended or not, the systematic demolition of the industrial equipment of the State prolonged many years its dependence on Northern manufactories. The transportation system broke down. Steamboats on the rivers were destroyed and the railroads were a spectacle of wreckage. There was little railroad building done during the war except on the most important military roads. At the end of the war practically all of the rolling stock had been destroyed or confiscated, or was worn out; rails were worn out or torn up and bent so as to be useless; bridges, trestles, tanks, and depots were burned, and shops were destroyed. The Memphis & Charleston (old TC&D Railroad route), the Montgomery & West Point, and the Mobile & Ohio, three of the leading roads in the State, presented a sad spectacle. The rolling stock of the Memphis & Charleston was destroyed and 140 miles out of a total of 155 miles of track in the State were literally demolished, the rails being heated and bent around trees and stumps (Moore 1927: 605).

The inspiration of the founders of the Tuscumbia, Courtland, & Decatur Railroad was to be the foundation of a great railroad system linking Charleston, South Carolina with Memphis, Tennessee. Today that dream is a reality and the old TC&D Railroad bed is still alive with trains traveling on it, a lot faster than the horse drawn funny stage coaches on train wheels.

The *Mechanics' Magazine* carried a letter written on April 25, 1834 from a reader which stated the following:

A railroad from the Tuscumbia and Decatur Railroad to Tuscaloosa will add greatly to the facilities and conveniences of business men in the interior of Alabama. We consider the projectors of the Tuscumbia, Courtland, and Decatur Railroad among the true benefactors of the State. *That road*, short as it is, *will become the centre of action*. It will, within a few years, be continued to the Atlantic on the east, the Mississippi on the west, the gulf of Mexico on the south, and the Ohio on the north; and will be intersected by numerous other shorted railroads from all the principal towns in their vicinity (*Mechanics' Magazine and Register of Inventions and Improvements* 1834: 301-302).

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