

COUNTY

by J. C. HATHORN

DEDICATION

WE APOLOGIZE

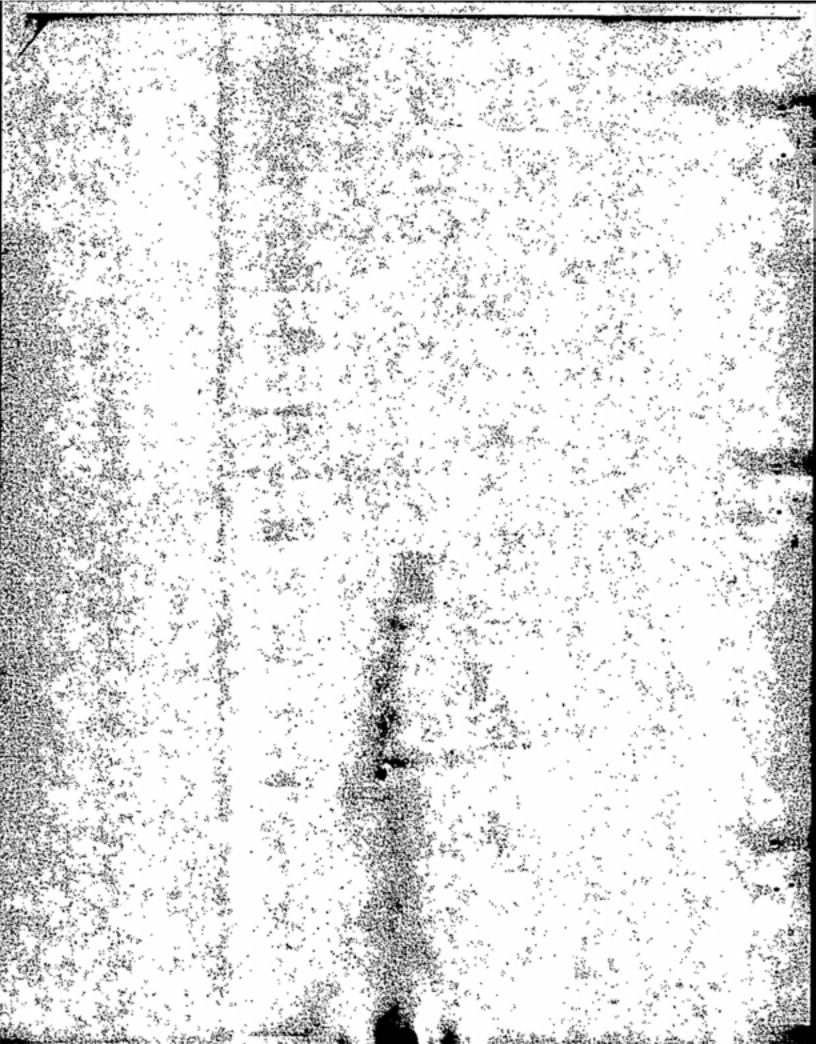
For a number of typographical errors which will be found in this book. Because of a number of adverse circumstances it was impractical to give the final copy the close proof-reading which it deserved. We trust that these errors will not distort the meaning of any part of the text contained herein.

FOREWARD

This modest volume of local history is designed to make available to the people of this area historical information which is now found only in the dusty pages of old newspapers, land deeds, records, wills, personal letters and similar written sources. Another purpose is to either confirm, or correct, some of the traditions which have been handed down from generation to generation until they have come to be accepted as authenic historical facts. Since this book is intended for the casual reader rather than scholars interested in the various sources of the information contained herein, footnotes indicating sources have been omitted, but the information has been obtained from authenic documentary sources such as those mentioned above. The period covered is generally confined to those years elapsing between 1833 and 1900 although, in a few instances, some particular topic will be continued into the first few years of the 20th century.

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Chapter One

THE LAND FROM WHICH GRENADA AND GRENADA COUNTY WERE CREATED

Grenada City and Grenada County were located in that section of Mississippi which was opened for white settlement by the Third Choctaw Land Cession, which cession was provided by the Treaty of Dancing Rabbit Creek. The existence of Grenada as a town, or city, preceded the creation of the County of Grenada by some thirty-six years. Actual settlement in the area which was to become the town of Grenada came at an earlier date than the creation of Grenada, two earlier towns having been organized at least three years before they combined to form the town of Grenada.

The first and second Choctaw land cessions had opened up most of the southern and central portion of the state to white settlement, and by the year 1830, the 19,000 Choctaw Indians of Mississippi were pretty much concentrated in the north-central portion of the state. Not much more than sixty per-cent of the lands opened for white settlement by the previous Choctaw cessions had been settled, but already the land hungry speculators were looking with envicus eyes on the very nearly eight million acres of land still under Choctaw centrol.

Men, high and mighty, both in State and Federal circles, were interested in obtaining more and more speculative lands, and such lands were always cheaper and more easily obtained when Indians were either forced, or induced, to give up new areas of former Indian land. In early 1830, the Mississippi Legislature made the first move in the process of dispossessing the Choctaws of the remainder of tribal land in Mississippi. A law was passed which brought the tribal Indians under the laws of Mississippi. This would result in the end of the privilege which the Choctaw Nation had always retained of being able to regulate by their tribal law, the conduct of Indian individuals within the limits of the territory of the Choctaw Nations. The law also provided that it should be a crime for any person to act as Chief or Mingo of an Indian tribe. This law, if enforced, would mean that a nation of proud Indians would come under the provisions of white men's laws which they did not understand, and would no longer be able to look to their traditional chieftain to guide them in the future as in the past.

The United States Government advised the State to proceed slowly in enforcing this law, and no serious attemptiwas made to enforce it in the early months of the year. The threat of strict enforcement, the free use of whisky by men seeking to negotiate a treaty with the Indians, and the conviction of certain half breed Choctaw chiefs that the tribe would be better off in a western Indian reservation, led to the ratification of the Treaty of Dancing Rabbit Creek later in the year of 1830. There was much discontent in the tribe because of the acceptance of the treaty by those who ratified it. It was claimed that many of the tribe had gone home before the vote on ratification, and that those who did vote were less than a majority of the tribe. The claim was also made by some of the discontented that their leaders had sold them out and had obtained much land and money as a price of their support of the treaty. History has not authenticated that charge aganist the Indian leaders, but it does agree that there was much opposition, on the part of some of the Choctaws, to any deal whereby they would surrender the remainder of their tribal lands in the state of Mississippi.

Anticipating such opposition, the commissioners who negotiated the treaty tried to appeare those members of the Choctaw Nation who wanted to remain in Mississippi by providing that for each family head who elected to remain,

one section of Choctaw land, to be located at a later date, would be reserved. It also provided that for each child of such a family a half section of land would be reserved, if the child had attained the age of ten at the time of the treaty, and a quarter section for those who were younger than ten years. It was also provided that if any Choctaws who elected to remain in Mississippi changed their minds within a period of five years after the removal of the Choctaw Nation to the western reservation, such persons could rejoin the nation with full tribal rights.

Because of the necessity of a land survey of the area before claims could be located; the time required to remove the Choctaws from the state; and in an attempt to prevent white settlement and exploitation of Indians before they were removed to the west; the treaty provided that no legal titles could be secured, nor lands sold, before October 1833. This would give a period of about three years in which it was expected that there would be little or no land grabing. This provision did, in the main, serve the purpose, but did not prevent some of the shrewder land speculators from locating Indians who had proposed to remain in Mississippi and claim land reservations. Although land sales could not be made before October 1833, there was nothing to prevent these shrewd operators from buying from these Indians their reservation rights, and then, after the opening of the land office in October 1833, list the Indians reservation, locate them, show a transfer of title, and become owner of these choice lands at very low cost. The United States learned something from this practice, and thus when the Chickasaw lands were sold as a result of the Treaty of Pontotoc Creek in 1832, the sale had to be approved by two of more tribal chiefs, thereby lessening the chance of fraud on the part of the land speculators.

Land speculators bought up the reservations of Peggy Tryhan who was entitled to land under the general provisions of the Treaty of Dancing Rabbit Creek, and John Donley, mail rider and a general favorite with Indians of the Choctaw nations, who, at the requests of the Choctaws was granted a section of land by the treaty, both sold their land reservation rights. The purchasers of Peggy's reservation located livin the east on half of section 7, township 22 north, Range 5 east. This soon was laid off in lots in a town called Pittsburg. The purchasers of the reservation of Donley located it in section eight of the same range and township as that in which Peggy Tryhan's reservation had been located thus the East half of Section Seven was joined on the East by the West part of Section Eight. The land in the first named Section became the site of the town of Pittsburg and the West part of Section Eight became the site of the town of Tullahoma. These sites were surveyed and land sales of lots in them became legal in October of 1833, and after about three years, the two towns which were divided by only the sectional line between Sections Seven and Eight united to become the town of Grenada.

We give hereafter a brief account of the handling of three of these land reservations for individual Choctaw Indians. In the first we find that Tookloon Tuby conveyed to Hardy Perry (who seems to have been a half breed Indian) "one-half Section of land which said land was allowed the aforesaid Tookloon Tuby by the cultivation article of the treaty." (Reference of course to the treaty of Dancing Rabbit Creek.) Of course, most of the Indian land was held in common by the Choctaw nation, but some individual Indians had selected sites and improved them while still living under the laws of the Choctaw nation. The "Cultivation Article" of that treaty gave such an Indian the right to locate his land reservation on any land which he had improved or cultivated. The first transfer of claim (not title) to the land reservation was made on September 2, 1832, a little more than a year before legal title, or even legal land purchase could be made. Hardy then sold the claim

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to John H. McKennie, who gave a power of attorney to James Crowder to sell and give title to the land after the land office opened. All three of these transactions took place before the sale of lands in the area began at the Land Office in October 1833. In a second example of this early sale of Indian land reservations we find that in July 29, 1833, a little more than ... a month before the opening of land sales, Peggy Tryhan sold to Franklin E. . . Plummer a part of her land reservation right, who on October 9, 1833, just a few days after that purchase authorized George W. Martin to make a selection for the location of this reservation. The location was that fractional part of Section 7, Township 22 north, Range 5 east which was designated by the land survey as lots number one, six, seven, eight, nine, fourteen and fifteen. (Land in Sections along the Yalcbusha was described in this way rather than in half sections, quarter section, etc., probably because of the possibility of a shifting of the river making it more difficult to keep the land measured in fractional parts of a section than would be the case in describing it in lots.) Evidently Peggy Tryhan sold to Plummer only a part of her total reservation right, as we find later transactions whereby she and her sons made other sales of land located on other areas of the cession.

The consideration paid to Peggy by Plummer is not given, but if it followed the usual pattern in such reservation sales, it was inconsiderable. In 1834, about a year after purchasing the reservation claim from Peggy, Plummer sold a fourth interest in the land to the firm of Joseph McRaven & Hiram Coffee of Hinds County, and another fourth interest to the firm of John Lane & John A. Lane of Warren County. He received four thousand dollars for the sale of these two quarter interests in the land, and, a little later, sold a third one-fourth interest in the land to John Smith for two thousand dollars. There is some indication that he may have sold another interest to the firm of Shields and Puckett, but if he did that firm must have defaulted in terms of the sale because we find that on August 15, 1838, he appointed -James Sims to act as agent for Franklin Plummer who is identified as "One of the proprietors of the town of Pittsburg." In the W. P. A. Source Book of Grenada an erroneous statement if made to the effect that Franklin L. Plummer was "the founder of the town of Pittsburg," whereas the town was actually laid out, lots sold and all other matters of town business transacted by Mcraven & Coffee; John Land and John A. Lane, and John Smith, while Plummer shared, to some extent, in the proceeds of the lot sales while continuing as a silent partner, represented by his agent Sims. Plummer's failure to actively participate in the development of the town is understandable when we realize the extent of his involvement in state politics. During the years 1831-1833, inclusive, he served as a representative in the United States Congress. In 1835 he was an unsuccessful candidate for the United States Senate. popular while a congressman, he lost that popularity during the senatorial campaign of 1835 when he was accused of being the candidate of a banking company which had gained ill repute in the state. By the time of his death in Jackson, Mississippi, in 1847, he was in destitute circumstances as well as in political obscurity.

Another example of white land ownership resulting from purchase of lands reserved for individual Choctaw Indians was the sale by John Donley-the mail rider who was granted a Section of land by the Treaty of Dancing Rabbit Creek--of his reservation right to Henry W. Hill of Tennessee. In turn, Hill gave a power of attorney to W. M. Gwin, a government land agent, to locate and sell this land. Gwin located the reservation on Section Eight, Township 22 North, Range 5 East, which section of land jointed on the east the land sold by Peggy Tryhan to Plummer. Under his power of attorney, Gwin sold this section of land to Hiram Runnels and John Watt. They, in turn, sold undivided shares in the section of land until ten men were listed as owners of the section. The price paid Hill by Runnels and Watt was four thousand dollars. These men formed the town company of Tullahoma and began

to lay off a town. The W. P. A. History of Grenada county lists Runnels as "founder of the town of Tullahoma," whereas he, like Plummer in the town of Pittsburg, was more or less a silent partner in the development of the town. Runnels, like Plummer, was too busy to take much active part in the founding and development of the town. From 1820 to 1830 he was State Auditor. In 1830 he was a member of the State Legislature which passed the law which would subject the Choctaw Nation to the laws of the state of Mississippi. In 1831 he ran for State Governor but was defeated by Abraham Scott. In 1833 the date of the organization of the Town Company of Tullahoma, he was elected State Governor. In 1835 he entered the race for United States Senator, then in 1838, upon the organization of the Mississippi Union Bank, he was made president of that institution at a salary of ten thousand dollars per year. Being thus engaged during the years of the development of the town of Tullahoma, Runnels had little time to devote to its business affairs, although he continued to share in the proceeds of sales of lots, and in other land speculations. Incidentally, this was not his first venture in part ownership of a newly organized town. Records in the Chancery Clerk's office in Marion county list him as one of the commissioners who bought up shares of the place first called Lott's Bluff, and developed the town of Columbia, now the county seat of Marion County.

These two men were representative of their time and age. They lived in an age of optimism. New lands, available at small cost, opened up visions of great wealth. So, Plummer, Runnels, and many other of their contemporaries bought up large acreages of land, much of it on credit, and expected to reap a golden harvest from their investment. A number of connected events, which will be related later, conspired to ruin these optimistic dreams and resulted in financial ruin for many of the land speculators.

TOWN AND COMMUNITY DEVELOPMENT IN THE AREA WHICH BECAME GRENADA COUNTY

The people who came into the area opened for settlement by the Treaty of Dancing Rabbit Creek were optimists. They saw, or thought they saw, a golden opportunity to better their economic status in life. Unlike the early English settlers on the Atlantic seaboard, they were not fleeing from religious persecution, not from the arbitrary rule of kings. Some of them were land speculators who expected to build fortunes by rushing to the land offices and buying up large acreages of Indian land at low prices, and on the very favorable terms offered by the Federal Government. They expected to sell the lands at much higher prices to the johnnie-come-lately actual settlers who would follow after the speculators. Of course, there were the bolder spirits among the actual settlers who contended with the speculators in the land bidding. These were able to secure choice land at the prevailing low price being paid for these lands. Then, there were the promotors, frequently land speculators themselves, who dreamed of founding towns in strategic locations and amassing fortunes by the sale of towns lots. They established the towns, but none of them realized their dreams of attaining great wealth from these ventures.

Since the early settlers of the region were dependent on the Yalobusha River for the transportation of most of their supplies and produce, the most promising situations for proposed towns would be along the course of this river. Six early towns were located on this river within the boundaries of the area which later became Grenada County. There were some white settlers in the area before the Treaty of Dancing Rabbit Creek opened the area for the sale of land. The presence of a considerable number of half-breed Indians, as evidenced by the names of some of the Indians securing land under the treaty provisions, indicates that white traders and squaw men had been in the area for a considerable time before the negotiation of the treaty. The first documented information relative to the presence of white people in the area is found in the records of the Elliott Indian Mission School which was established in 1818. We shall discuss this mission and the several towns in chronological order of their establishment.

Elliott Indian Mission School

The presence of a considerable number of half-breed Indians in the area which now comprises Grenada county would seem to indicate that there had been some white men in the area long before the Treaty of Dancing Rabbit Creek. It is probable that most of these men were itinerate traders who established no permanent places of residence. The first attempt by white men to establish. a permanent settlement was the establishment of the Indian Mission School. In the year of eighteen hundred and eighteen, twelve years before the Third Choctaw Cession, and fifteen years before the organization of the ceeded land into counties, this school was started at a point about a mile south of the present town of Holcomb. Of course at that time the land had not been surveyed and divided into townships, ranges and sections, but it was located on land now found in sections twenty six and twenty seven in township twenty two north, range three east. In the earliest land transactions taking place after the Indian lands were placed on sale, an area of eleven hundred and twenty acres in these sections is refered to as # the Elliott Plantation." The school was abandoned soon after the cession of the land by the Choctaw nation, and, in the public land sales which began in the fall of 1833, this land was purchased by Robert J. Walker, Pierce Nolan, James and Lewis Miller, Laurence Millander, John Smith and James A. Girault. Eventually Girault obtained a one half interest in the entire eleven hundred and twenty acre tract.