

# Isaac King

1938-1951



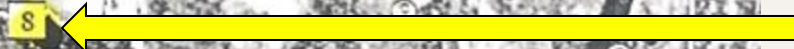
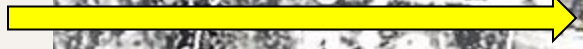
Julia, Stephen, Rachel, Max, & Striker

# Plots of Focus 6, 7, 8

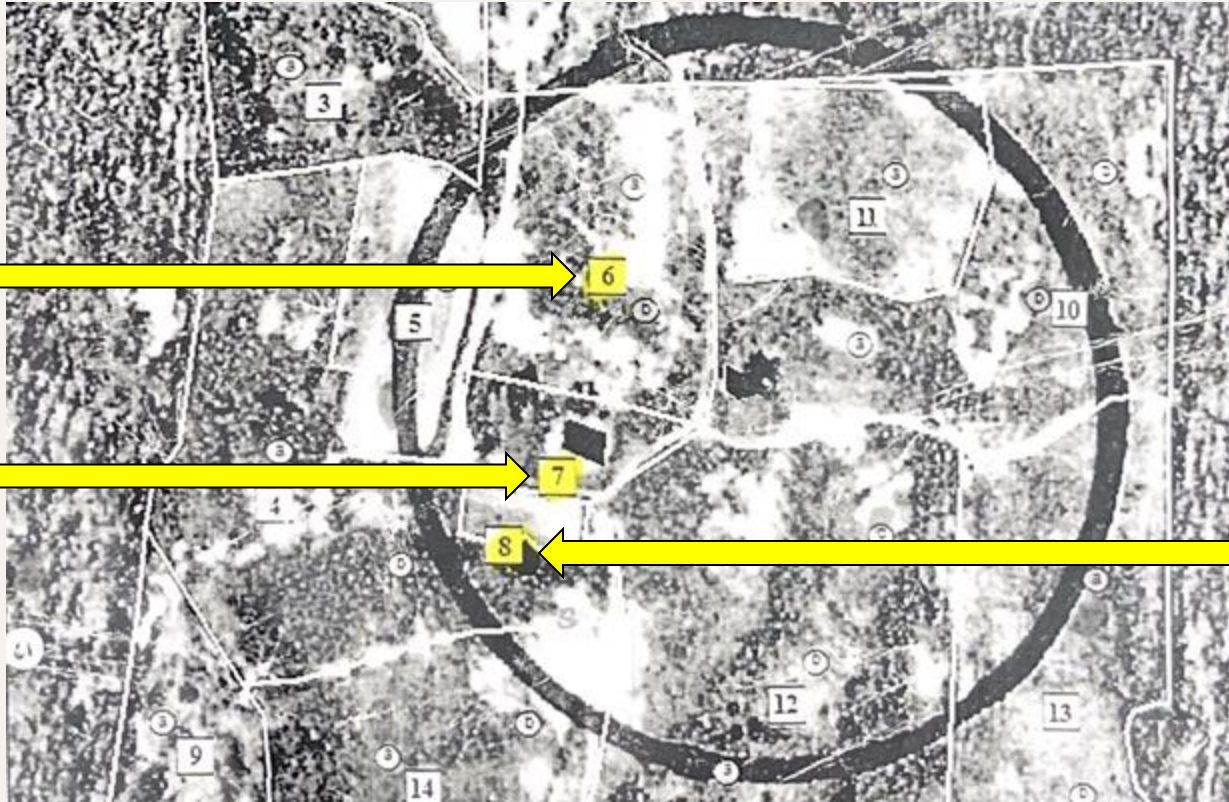
Garden



Home



Field



# Lease Agreement (1938)

LEASE -Page 1-

SECTION 1. This indenture made this 17th day of March 1938 by and between The University of the South, a corporation under the laws of the State of Tennessee, of Sewanee, Tennessee, hereinafter called the lessor(s) which expression shall include its heirs, representatives, and assigns where the context so requires or admits, and Isaac King of Sewanee, Tennessee, hereinafter called the lessee, which expression shall include his heirs, representatives, and assigns where the context so requires or admits.

SECTION 2. WITNESSETH, That said lessor(s) for and in consideration of the rents hereinafter agreed to be paid, and of the several covenants and agreements hereinafter mentioned to be kept and performed by said lessee, has (have) leased and does (do) hereby lease to the said lessee all the premises situate, lying and being in the County of Franklin, State of Tennessee, and being described as follows: forty (40) acres of a certain tract or parcel of land situate, lying and being in the 18th civil district of Franklin County, Tennessee 2 1/2 miles from Sewanee on the \_\_\_\_\_ Road, and containing forty (40) acres, more or less (acres in farm) called the Rufus Moseley farm, and more particularly described as follows:

Bounded on the North by University of the South  
Bounded on the East by University of the South  
Bounded on the South by University of the South  
Bounded on the West by University of the South

SECTION 3. TO HAVE AND TO HOLD the said above described premises, with all the privileges and appurtenances belonging to the same, unto the said lessee for a term of ten years, beginning March 17, 1938 and ending at midnight, December 31, 1948.

SECTION 4. Should the lessor (s) sell this farm or should this lease terminate after wheat or other grain crops are sown in the fall, it shall be subject to the tenant's rights to the growing crops, and should any ground be plowed for future sowing or planting at the time of the sale of this tract of land or termination of this lease, the lessor (s) agree (s) to reimburse the lessee at the rate of \$ \_\_\_\_\_ per acre as the lessee's full compensation for doing this plowing. The lessor shall have the right to designate another lessee to plant grain crops in the fall of the year, provided the lessee is not to occupy the premises during the succeeding year.

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SECTION 5. The said lessee agrees to plant, cultivate and harvest in a good husband-like manner such crops as are listed on the farm plan each year and/or are approved by the Resettlement Administration, its successors or assigns.

The lessee agrees to pay the lessor as rent the following portion of the crops:

Fifty (\$50) Dollars per annum, payable during the year.

Tithe to the portion of the crops reserved as rent by the lessor, whether divided or undivided, shall be vested in the lessor.

SECTION 6. The lessee covenants and agrees that he will accept the supervision of the Resettlement Administration, its successors and assigns, in the use, management and work of said property herein leased, and that he will abide by the rules and regulations, instructions, directions and orders of the Resettlement Administration, its successors and assigns.

SECTION 7. The lessee may if satisfactory to and approved by the <sup>lessor and</sup> Resettlement Administration, its successors and assigns, sublet, and work, manage and use said property as he may desire, and shall have the right to sublet the premises or any part of parts thereof as he sees fit, and also shall have the right to assign this lease in whole or in part, as he sees fit, any sub-tenant, however, shall be approved by the lessor. None of these rights or powers may be exercised without the approval of duly authorized officials of the Resettlement Administration its successors and assigns.

SECTION 8. The said lessee is to have the use of enough trees for firewood for the use of one family during the term of this lease, ~~or for the purpose of constructing new buildings, or making improvements or repairs on the premises.~~

SECTION 9. The <sup>lessee</sup> lessee shall, unless herein specified to the contrary, maintain the said premises, including all structures, stables, outhouses and improvements, in good repair and tenable condition, ~~except in case of damage arising from the act or negligence of the lessee.~~

SECTION 10. It is agreed that the lessee is to have the use of the following buildings, structures, and improvements.

Four (4) buildings now located on said premises.

SECTION 11. The lessee covenants and agrees that he will permit the lessor(s) to enter upon said premises at all reasonable times to examine the condition thereof, to make repairs, or to show the said premises to prospective purchasers.

# Lease Agreement (1938)

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SECTION 12. The lessee covenants and agrees that he will deliver and surrender said premises to lessor(s) at the end of the term of this lease, in as good order and condition as the same now are, reasonable use and ordinary wear and tear and damage by fire or by circumstances over which the lessee has no control, excepted.

SECTION 13. It is hereby agreed that if the lessor or lessee should be desirous of terminating this present lease at the expiration of the first or second year of the term hereby granted, and of such his desire shall give two calendar months previous notice, in writing, to the other party, and shall in case of the lessee pay and discharge all the rents, and perform and observe all the covenants herein contained, and on the part of the lessee to be performed or observed up to such determination. Then and in such case immediately after the expiration of the said term of one or two years this present lease and warranty herein contained shall cease and be void.

SECTION 14. And the lessor(s) doth (do) hereby covenant with the lessee that the lessee, performing and observing all the covenants by the lessee herein contracted, may enjoy and hold the said premises during the said term without any interruption by the lessor(s) or any person claiming through the lessor(s).

SECTION 15. Provided, however, that on any breach of any of the covenants or agreements by the lessor(s) or the lessee, the other party to this instrument may declare this lease forfeited and thereupon the said term shall absolutely determine, and if said forfeiture is declared by the lessor(s), the lessor(s) determine, and if said forfeiture is declared by the lessee, the lessor(s) determine, and in either case the lessor(s) shall have the right, without prejudice, however, to the rights of the said lessor(s) to recover from said lessee all damages occasioned by the default of the said lessee in the performance of any of the covenants of this lease, or occasioned by the negligence of the said lessee, provided, however that any recovery made by the lessor(s) shall be subject to the equities and rights of the lessee in the growing crops.

SECTION 16. Lessor(s) covenant(s) that it is lawfully seized and possessed of said real estate herein leased in fee simple (if not absolute) and that said lessor(s) has (have) good right (list encumbrances, or if unencumbered state "None") None other, state lessors interest) to lease the same, and that said property is free and unencumbered, except (list encumbrances, or if unencumbered state "None") None and None the mortgage(s) and lawful owner(s) of said indebtedness, hereby consents to the making of this lease, and join (s) in the execution hereof for the sole purpose of evidencing said consent.

SECTION 17. And the lessor(s) in consideration of the rents herein agreed to be paid by the lessee, and of the several covenants and agreements aforesaid to be kept and performed by the said lessee, and in order to enable the lessee to obtain a loan, from the Resettlement Administration, its successors and assigns, all the rights, liens, particularly such as now exist or may arise by virtue of Sections 9014 and 9019 of the 1932 Edition of the Code of Tennessee, slaves, shares, and interests, except his share or portion of the crop reserved as rent or in the nature of rent and/or his landlord's claim of right in or to the crops grown or to be hereafter law under whatever claims of right in or to the crops grown or to be hereafter law under whatever claims of right in or to the crops grown or to be hereafter law during the term of this lease on the land herein leased or the proceeds

-page 3-

the sale thereof, to the extent of the claim thereto of the Resettlement Administration, or any claims thereto acquired by the Resettlement Administration during the term of this lease. The lessor(s) does (do) not waive and relinquish his (their) landlord's lien for rent or any rights, claims, shares, or interest in that share or portion of the crops reserved to him (them) as rent or in the nature of rent for the use of the land.

SECTION 18. In the event any crop adjustment contracts are made with reference to any of the land herein leased, the division of said crop adjustment contract payments between the lessor and lessee shall be made in accordance with the agricultural adjustment act and all amendments thereto and all other laws that may be applicable thereto, and in accordance with the terms of said crop adjustment contracts. All of the lessee's payment shall be made to the Resettlement Administration. In the event payments are made to the lessee, he hereby agrees to deliver them to the Resettlement Administration.

SECTION 19. The lessee shall have the right to mortgage his share of the crop, and the lessee hereby agrees to permit the mortgage or his agents to enter upon the premises and cultivate and harvest said crops in the event same become necessary under the terms of the mortgage.

SECTION 20. (Additional stipulations, agreements and covenants)

X

SECTION 21. It is agreed and understood by all the parties hereto that this instrument is not to be binding on either the lessor(s) or lessee unless and until the said instrument is approved by an authorized officer of the Resettlement Administration at its office in Nashville, Tennessee; and it is further agreed that the approval of this instrument by the Resettlement Administration, as above shall in no wise constitute the Resettlement Administration a party to this instrument nor shall such approval create any liability or obligation on the part of the Resettlement Administration. The approval of this instrument by the Resettlement Administration being hereby a condition precedent to this instrument becoming a binding contract by and between the lessor(s) and the lessee.

It is fully understood by all parties hereto that this instrument cannot and will not be approved by the Resettlement Administration until and unless the application of the lessor for a loan is approved by an authorized officer of the Resettlement Administration at its office in Nashville, Tennessee.

Witness our hands this 17th day of March, 1938.

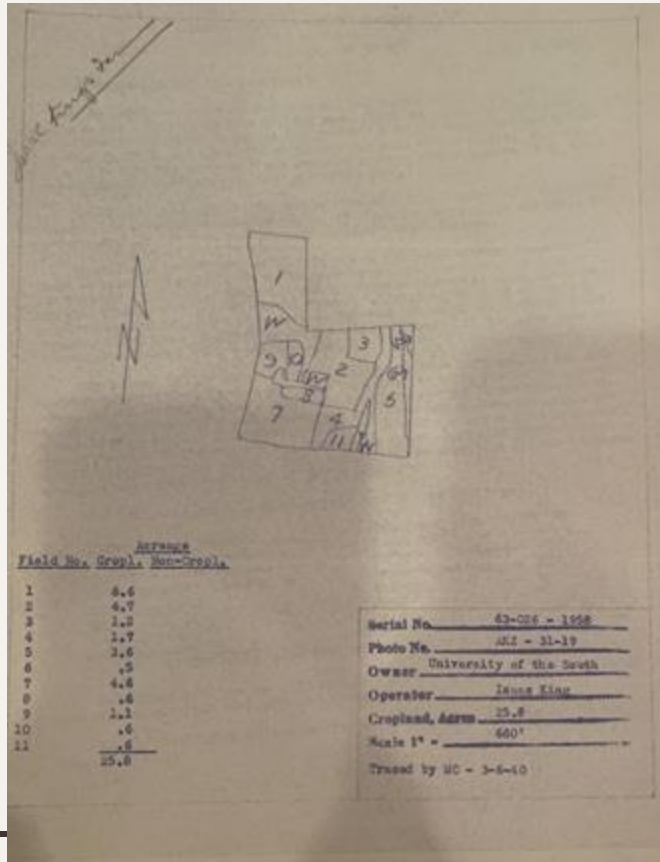
THE UNIVERSITY OF THE SOUTH,  
By W. C. [Signature]  
Commissioner of Buildings & Lands

Witness my hand and seal this 17th day of March, 1938.  
ATTEST: [Signature]  
Assistant Commissioner

Witness my hand and seal this 17th day of March, 1938.  
ATTEST: [Signature]  
Assistant Commissioner

Witness my hand and seal this 17th day of March, 1938.  
ATTEST: [Signature]  
Assistant Commissioner

# Agricultural Adjustment Administration Letter to Isaac King (1940)



UNITED STATES DEPARTMENT OF AGRICULTURE  
 Agricultural Adjustment Administration  
 Agricultural Department, Washington, D. C.  
 April 4, 1940

To all farm operators in the AAA Program:

We are enclosing herewith for your use and information, a copy of a map made from the aerial photograph of your farm. This map shows the permanent field lines as they were drawn on the photograph by the supervisor who was on your farm in 1939, and the measured acreage for each of the fields. The purpose of the farm map is to show the measured acreage within a given field where the boundary lines remain the same year after year.

The acreage is listed in two columns for each field numbered, a column for cropland and a column for non-cropland. If there are entries for any field in both columns the total of the two entries is the field acreage.

In planting by this map be certain you do not plant outside the boundary lines of your permanent field or the acreage will be increased. As long as you stay within the old boundary lines the acreage figures given on the farm map will stand as the official measurement. It will be the duty of the AAA supervisor, however, during performance checking to see if the farm and field boundary lines shown on the farm map have been changed. If the lines have been changed the acreage will be changed also.

The county office retains the authority to revise this tracing and make acreage corrections if necessary, prior to a field's being planted in a poultry crop, cotton, tobacco, wheat, etc. If such a correction is necessary in the absence of a given field and the acreage error was not discovered until after planting, the acreage figures will stand as correct for the correct crop year, except in cases of obvious errors, such as incorrect placing of decimal point or mistake in location of field lines. Errors will be corrected for the following year and the operator notified of such changes.

The following are a list of symbols used on the farm maps:

Farm or field boundary	_____	Wide Canal	==  ==
Road	=====	Field Road	- - - - -
Terrace	.....	Railroad	
House or other building	■	Non-crop pasture	- NF
Creek	~~~~~	Cropland	- Cr
River	~~~~~	Food	- F
Drainage ditch	~~~~~	Woods	- W or Sh
		Woods	- W or W

The large arrow with the "N" points North.

We suggest that you use this map as a guide for planting your 1940 crops and working out your crop rotation system.

If you have any questions on the use of this farm map, inquire at the County Office.

Yours very truly  
 T. L. Mayes  
 T. L. Mayes  
 County Agent

# THE GARDEN (plot 6)

- ❑ The Kings grew various crops like corn, tobacco, cabbage, and cotton in the fields
- ❑ All these crops have high nutrient requirements, King must have been a skilled farmer to grow them on the plateau.
- ❑ According to an interview with King's kids the soil was worked using plows and cultivators drawn by mules
- ❑ King purchased bags of fertilizer that he applied to his fields "He bought fertilizer ... truckloads of it."
- ❑ King used other amendments as well, like manure and potentially lime



Isaac King's wagon

Max Patterson

## Property mortgaged:

Livestock: "(1) One black horse male, 9 years old, 15 hands high and weighs 1000#, (left fore foot slightly turned) Price \$125.00. (2) One black jersey cow, 5 years old and weighs 750#. (3) One red brindle Durham cow, 8 years old and weighs 750#."

Kept on the farm of C. V. Medford "on tract of land lying in the 10th District and being bound on the North by Hinch, East by University, South by St. Mary School and on the West by Medford. Said tract is owned by C. V. Medford."

## Crops "planted or grown from 1 January 1937-31 December 1938 on

(1) same tract of land lying in the 10th District and bounded on the North by Hinch, East by University, South by St. Mary School & on the West by Medford. Said tract is owned by J. G. Hawkins."

Personal property as follows: "(1) One 1-horse turning plow, Vulcan plow, solid mold board. (2) One hillside, 1-horse turning plow, Syracuse, solid mold. (3) One 2-horse Cultivator (plow) 6 plows. (4) One double shovel, (brown). (5) One home-made bull tongue."

Personal property kept on the land of C. V. Medford.

King Chattel Mortgage 1937

# THE GARDEN ecological legacies

- Application of fertilizers and other soil amendments left lasting legacies
- Soil pH of 5.2, far higher than regular plateau soils
- Phosphorus levels of 13 ppm, higher than plateau and cove soils
- Calcium 382 ppm, higher than most plateau soils
- Potassium 120 ppm, a level similar to cove soils
- Presence of cove species like sugar maple, tulip poplar, and even a Cucumber tree
- A gate with hog wire was present, probably to keep animals out



# Seed Dormancy

A dormant seed is one which is alive, but does not germinate when provided with ample water, good aeration and a suitable temperature (i.e. the normal requirements for plant growth).

Virtually all tree seeds are dormant:

- Some are described as **deeply dormant** – they are completely unable to germinate until pretreated.
- Some are described as **shallowly dormant** – they only germinate slowly and over a narrow range of conditions until pretreated.
- Some are described as **hard-seeded** – they do not germinate until their impermeable seed coat has been pretreated.



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# THE HOME (plot 7)

- ❑ At the site of three sugar maples
  - ❑ Built on raised land at one of the highest points on the property
  - ❑ Two-story home with a road leading up to the left hand side of the house
  - ❑ A lot of precisely cut stones at back site of the house
  - ❑ No canopy of trees, open space where the house was, aside from the sugar maples
  - ❑ Indention in the group where the King's house basement/cellar was
  - ❑ Later on there was a well put in behind the house for the resource of water
-

# THE HOME Ecological Legacies

- White oak and tulip poplar surrounding the homesight
- No recolonization
- Presence of sugar maples (cove species)
- Artifacts found where the house cellar once was



Marble



cowbell



makeup remover jar

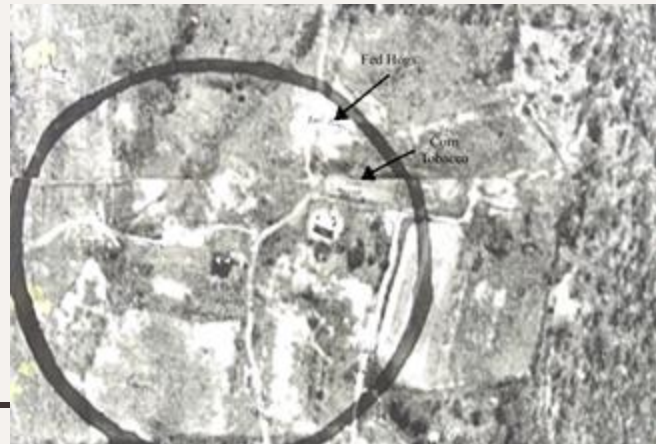


Toy Car

**Striker Alvis-Moss**

# THE FIELD (plot 8)

- Likely either a grazing field and/or a crop field
- There is a small spring adjacent to plot 8
- Isaac Kings nephew recalled that when he was working there, this area had a field where they planted corn and tobacco along with a clearing by the spring where they fed hogs



# THE FIELD Ecological Legacies

- ☐ The area where the field once was is flat, and the canopy is roughly the size
- ☐ Trees such as persimmons and tulip poplars
- ☐ Based on the similar use of sight six to grow crops, it can be assumed that the magnesium, potassium, and calcium levels are of similar values in the field.



☐ Tulip Poplar trees,



☐ Persimmon trees, similar to the ones found growing in sight eight

# Further ecological impacts from the King era

- ❑ The Kings gathered and sold wild herbs like Ginseng and Mayapple to sell for medicinal properties
- ❑ In an interview one of King's sons states that Blackhaw was removed from the forest due to overharvesting of roots
- ❑ Overharvesting of herbaceous plants could have a lasting impact on surrounding ecosystem



Blackhaw, *Viburnum prunifolium*

# Hypothesis

01

Pigs



02

Trash



03

Farming



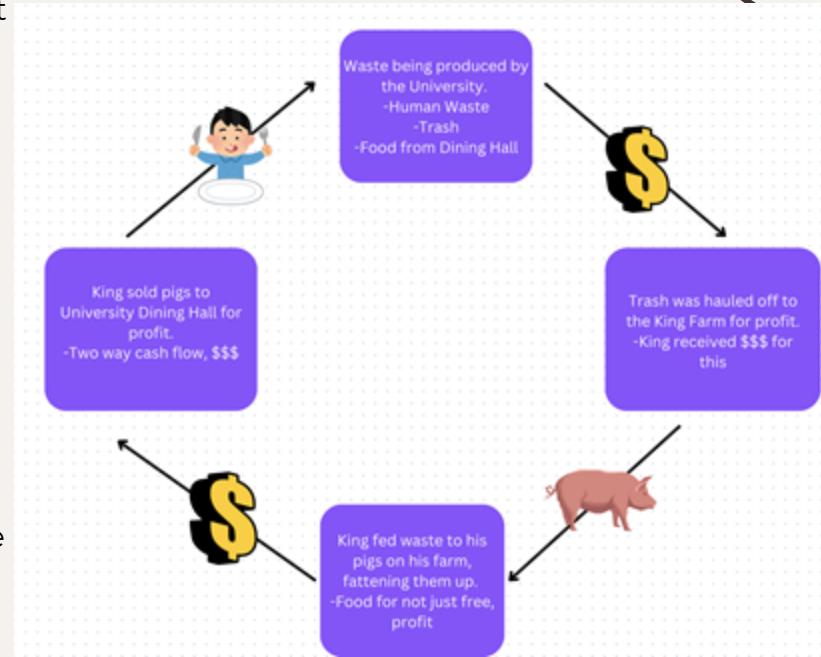
04

University  
Involvement



# Pigs & Trash

- ❑ We know that the King family kept hogs and also that there is a lot of trash at the farm, so is it possible the family fed the hogs trash from the university
- ❑ We do know for a fact that the amount of trash found at the King Farm could not have derived from their family unit based on the amount of trash found.
- ❑ Some of the trash could be potentially harmful to pigs, broken bottles, tin cans, etc
- ❑ King was a seasoned farmer he might have considered it beneath him to collect trash like that
- ❑ We have been unable to find any record of transactions between the University and the King's for sale of hogs or for trash pickup
- ❑ Congress passed the Solid Waste Disposal Act (SWDA) in 1965 meaning that King could have dumped trash here on behalf of the university if he wanted
- ❑ The fact that the University rented the land to King means that something that occurred on the farm was beneficial and they wanted to continue it
- ❑ King's nephew recalled that when the truck would come the pigs would all come



# Farming

- ❑ Nephew of Isaac King recalled that they grew corn, tobacco, cantaloupe, and watermelons.
- ❑ They also had livestock including horses, goats, pigs, chickens, and cattle
- ❑ In a mortgage with the Resettlement Administration in 1938 King put his crops up as collateral, which shows that he was growing a decent amount of crops
- ❑ Furthermore, King was an experienced farmer and had a lot of farm equipment including multiple plows
  - ❑ From 1937 loan agreement "Personal property as follows: "(1) One 1-horse turning plow, Vulcan plow, solid mold board. (2) One hillside, 1-horse turning plow, Syracuse, solid mold. (3) One 2-horse Cultivator (plow) 6 plows. (4) One double shovel, (brown). (5) One home-made bull tongue."
- ❑ King fertilized and augmented the soil showing that he was invested in the soils quality for the purpose of growing crops

"Know all men by these presents: That Isaac King residing in the 18th Civil Dist., County of Franklin, State of Tennessee, for the purpose of securing the payment of the promissory note hereinafter mentioned, and in consideration of one Dollar to him in hand paid, the receipt of which is hereby acknowledged, does by these presents, bargain, sell, assign and set over unto W. M. Scarborough all the following described goods, chattels and personal property, to-wit:

- One 1940 Ford V-eight, ¾-ton express truck, motor no. 18-5567623Y;
- Two black Poland China sows, weighing about 300 lbs., each, and
- 18 Poland China pigs about one week old free and unincumbered [sic], said property now being at my home in the 18th Civil District, County of Franklin, State of Tennessee, and being in possession of said mortgagor and to remain in his possession until the same shall be taken possession of by said mortgagee as hereinafter provided.

Personal loan with W.M Scarborough

Property mortgaged:

- One ¾-ton Ford Truck, Motor Number 185567623Y;
- One black horse mule, 9 years old, 15 1/2 hands high, called 'John';
- One light bay horse mule, 7 years old, 16 hands high, called 'Mike';
- One light Jersey milch cow, 6 years old, called Heifer;
- One light Jersey Heifer, 2 years old;

Loan with Franklin 1st National Bank

Property mortgaged:

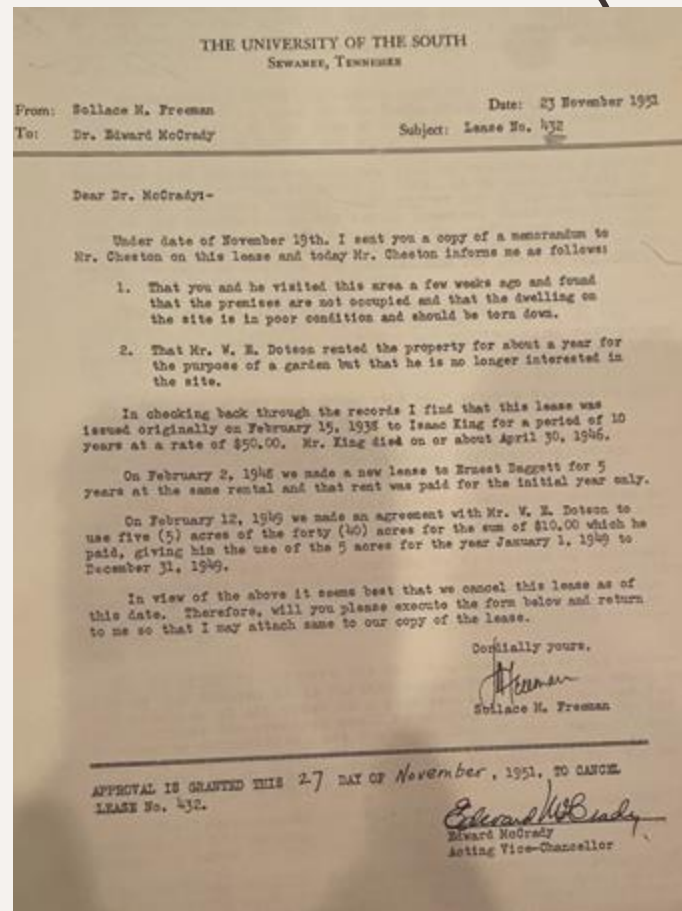
"All crops planted or growing and to be planted or grown during the period January 1, 1938 to December 31, 1938 upon the land situated in Franklin County described as follows: one tract of land lying in the 18th District and being bound on the North by the University of the South, East by the University of the South, South by the University of the South, and on the West by the University of the South. Said tract is owned by the University of the South. This mortgage also to cover all crops growing or to be grown on any and all other land or lands cultivated by the Maker hereof."

Loan from Federal Resettlement Administration  
This mortgage was for a total of 398.92



# Ernest Daggett & Mr. W. E. Dotson

- Letter written on November 23, 1951
- From Sollace M. Freeman (Commissioner of Buildings and Land) to Dr. Edward McCrady
- February 2, 1948 - New lease given to Ernest Daggett for 5 years
- February 12, 1949 - W. E. Dotson agreement to use 5 of the 40 acres as a garden
- November 27, 1951 - Lease cancelled by VC McCrady



# Prospective Considerations from 1938-1951

- ❑ **Global Stage:** Great Depression (1929-1939), WWII (1939-1945), and the Korean War (1950-1953)
- ❑ **Four Vice Chancellors in 13 Years:** VC Alexander Guerry (1938-1948) -> Acting VC Henry Markley Gass (1948-1949) -> VC Cordes Boylston Green (1949-1951) -> VC Edward McCrady (1951-1971)
- ❑ VC Guerry raised \$1 million out of a \$5 million campaign in 1948 (Williamson 212)
- ❑ **Crowded dorms after WWII:** In 1948, “While university officials sought to raise funds, life on campus attained a pace never seen before. Five hundred students were crammed in every nook and cranny, with surplus military barracks becoming a home for many” (Williamson 212)
- ❑ **Financial Effects of the Korean War:** “Equally devastating was the impact of the Korean War, which started on June 25, 1950. ...more than 140 students left during the fall semester of 1950, which dropped the student body suddenly by twenty percent. Some housing units were closed and inherent financial problems were almost guaranteed” (Williamson 226-227)
- ❑ **University’s Financial State between 1950-1951:** “In the area of balanced budgets, Boylston Green left an unexpected legacy: the budget for 1950-1951, despite numerous student departures, actually ended with a surplus of \$30,000” (Williamson 277)

# Bibliography

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Williamson Jr., Samuel R. *Sewanee Sesquicentennial History: The Making of the University of the South*. The University of the South, 2008, pp. 51, 212, 226-227, 277.