

# **Dave Anderson Coal Contract With The University of the South, 1916-1921**

## Summary

Term: lasting 5 years from contract date (6 September 1916 - 1921); Anderson must “begin operation and to be mining and selling coal within one year from the time of the signing of this agreement.”

Location: “under the Bluff on the South side of Rowark’s Cove across from Piney Point, and above Shake Rag Hollow, directly under the point of land or ridge of the mountain, the surface rights of which are leased to Mrs. C. Herrington, 1067 Fair Oaks Ave. Pasadena Cal.”

Allowing: “said Dave Anderson to erect and to operate all necessary coal tipples and machinery at the mine, to erect and to operate a drum hoist at the top of the mountain..., and to erect and operate an incline track up the mountain from the location of the tipple to the drum hoist for the purpose of transporting coal to the top of the mountain.”

Area of lease: total of approximately 153 acres available

Other allowances: “to build and use a roadway from the aforesaid drum hoist across the University property to the first public road leading to Sewanee. Said road to be build and located to the satisfaction of the Engineer of the University.” Also, Dave Anderson may “cut for props and for ties such timber as may be necessary only for the operation of the said mine and incline.”

Morals clause: “Dave Anderson agrees not to permit the use of intoxicants on the premises described or to permit objectionable characters to work thereon.”

Royalties or rent: required to pay 25 cents per ton for coal removed, with a minimum annual payment of \$100.00. University Engineer may determine amounts mined and funds due.

Rights limitations: Anderson “agrees not to transfer this agreement or any of the rights granted therein to any person or persons without the approval of the University.”

Cancelation clause: “The University agrees should the coal seam become less than twenty inches[,] to release the said Dave Anderson from this agreement and will consider same cancelled.”

Purchase intention: “The University agrees to buy from the said Dave Anderson at market prices all such coal mined by him that will answer the needs of the University at the time of purchase. Should the price of and quality of this coal not be satisfactory for the needs of the University[,] Dave Anderson herewith agrees to release the University from the purchase of the coal it may need from him.”

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Source: “Mining on the Domain” folder, Vice-Chancellor Knight Collection, University Archives, University of the South.