August 2, 1940

To the Committee on Graduate Study:

I am submitting to you a thesis written by Ashley Ted Hawn entitled "The Lenoir City Company, An Attempt In Community Development", a study of past, current, and prospective developing of a community significantly influenced by positive social planning. I recommend that it be accepted for nine quarter hours credit in partial fulfillment of the requirements for the degree of Master of Science, with a major in Education.

J. Forster Lund
Major Professor

We have read this thesis
and recommend its acceptance:

William E. Cole

Lloyd J. Fuller

Orrin Phillips

Accepted for the Committee

V. C. Smith
Dean of the Graduate School

THE LENOIR CITY COMPANY,

AN ATTEMPT IN COMMUNITY DEVELOPMENT

A THESIS

Submitted to
the Committee on Graduate Study
of
The University of Tennessee
in
Partial Fulfillment of the Requirements
for the degree of
Master of Science

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by

Ashley Ted Hawn

August 1940

ACKNOWLEDGMENTS

The writer expresses appreciation to all who have given assistance in the preparation of this study. Special acknowledgments are due Dr. William E. Cole, Head, Department of Sociology, for directing this thesis; to Dr. John J. Fuller, Associate Professor of Education and Director of Student Teaching and Dr. S. E. T. Lund, Associate Professor of Secondary Education, for reading the manuscript and making many constructive criticisms; to Mrs. Georgia Williams, Mayor M. G. Goodwin, and W. C. Malonee, for their assistance in locating materials; and to Paul Long for his painstaking care in typing the report.

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INTRODUCTION

This thesis is an outgrowth of a number of factors. In the first place, the writer has been employed in the Lenoir City Schools for a period of five years. During this period, in order to make the educational program more functional, the writer has had to delve into many community problems, enlist community participation and explore community resources and potentialities.

The writer is also a native of the state of North Carolina and more specifically of the area in which the forefather of Lenoir City was a resident.

Knowing that Lenoir City was from the beginning a planned town, and that it would likely undergo many changes with the construction of Fort Loudoun Dam, it was believed that a study of "The Lenoir City Company, An Attempt In Community Development" not only would be valuable as a record but also would be valuable as a projection of the nature and extent of the import of the dam — its construction and completion — upon the school program and community life of the town.

CHAPTER I

ORIGIN OF THE LENOIR CITY COMPANY

1. Early life of General William Lenoir

Perhaps the real beginnings of the Lenoir City Company go back to General William Lenoir who was born May 8, 1751, in Brunswick County, Virginia. He was the grandson of a French Hugenot who came to this country in his own sailing ship.

General Lenoir's mother was left a widow with ten children of whom, William was the youngest. When he was nineteen years of age he taught school in Halifax, North Carolina. In his papers is a recommendation signed by six citizens of Brunswick County, Virginia dated 1770 and which says: "William Lenoir is desirous of teaching a reading school in North Carolina and is fully capable of doing the same."[1] In 1773 another letter of recommendation from eleven citizens of Halifax and written in 1773 says, "We further add that the said William Lenoir comes of a good and creditable family and has hitherto borne the

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[1] Lenoir Papers, Box 1, University of Tennessee Library, Knoxville.

character of a sober, serious, well meaning youth, and has proved true and faithful in all his affairs."[2]

Lenoir was married to Ann Ballard of Halifax in 1771. It was from all reports a happy marriage lasting almost sixty-four years and, to quote from her tombstone, they lived, "in perfect tranquility."[3]

In 1773, on a trip requiring ten weeks, General Lenoir went to Georgia, to what he called the, "new purchase,"[4] looking over new lands.

Immediately afterwards he must have moved to western North Carolina, first to the place where the town of Wilkesboro now stands. It was then in Surry County (now Wilkes) and was a mountainous frontier county. The character of life in the county may be indicated by a statement Lenoir made when he referred to the fact that "he slept with his wife on one side and his gun on the other."[5]

The place he finally selected as his permanent home was a lonely valley near Lenoir, North Carolina.

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2 Ibid.

3 Ibid.

4 Ibid.

5 Ibid.

The clear, cool Yadkin River ran through the valley and on either side it was sheltered by low mountain ranges.

When Lenoir was married he had a young negro servant, and his wife received from her parents a negro maid. This negro woman lived to be over a hundred years of age. Her name was Polly and she had twenty-three "fine, strong" children, as she always said, "for Miss Ann"[6], that is, General Lenoir's wife.

A family travelling through the valley camped near the Lenoirs, and while there a little girl died. She was buried on a bluff where there had been an Indian fort, called Fort Defiance. According to the records this was a beautiful spot, a creek on one side and a bluff on the other side. In front was the Yadkin River and breaking through the mountains across the valley, Buffalo Creek ran into the river.

In 1785, the General's two year old girl was found dead with her head between the pailings of a fence. She was buried beside the little stranger who had died near there several years previously.

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[6] Ibid.

Surry County was on the frontier harassed by Tories and Indians. The "colonel of the county" ordered Lenoir to raise a company of Rangers for the protection of frontier settlements. The company was raised in 1775 and operated on both sides of the Blue Ridge. Lenoir was captain, his commissions both as Lieutenant and Captain being signed by Governor Richard Caswell.

In 1776 his Rangers had just returned from an expedition and since they were not prepared to volunteer in the march against the Cherokee Indians, Lenoir, the captain of his Rangers, accepted the appointment of First Lieutenant under Captain Ben Cleaveland. This company was large and was allowed two lieutenants. Under the command of Colonel Martin Armstrong, they began the march to join General Rutherford. General Lenoir wrote a description of this expedition for Dr. J. G. W. Ramsey, of Knoxville who in turn wrote "The Annals of Tennessee."[7] He describes their outfit as follows: "We joined General Rutherford at the head of a troop from several counties at Cathay's Fort. I believe our whole number was between two and three thousand with a small supply of ammunition and provisions.

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[7] Ramsey, The Annals of Tennessee, p. 164.

A few officers and men had something like a wagon cover stretched to shelter them from the rain. There were very few imported blankets in camp and at that time there was no store within forty-five miles of Fort Defiance, and a very few sheep in the new settled county, and no attempt to raise cotton. Our sole means of procuring clothing were of hemp, flax, and taw. Our blankets were generally made of the same materials."

"We had no government to provide for us, it being before our State Constitution was formed. We drove some cattle but had no way of carrying any bread stuffs except on a few pack horses, along a very wooded Indian path through the mountains, in which horses frequently got mired."[8]

In General Lenoir's papers there are three accounts written by him, of the Battle of King's Mountain, one of which is as follows:

"In the late summer of 1780 Lenoir was ordered to march with his company to Burke County against the British and Tories who were harassing the people. They were joined by a regiment from Virginia under Colonel Campbell, and some volunteers from the western side of the Blue Ridge

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[8] Lenoir City News, Vol. XXI, "Authentic History of Lenoir City", Lenoir City, Tennessee, 1932.

commanded by Colonel Sevier, and Colonel Shelby together with the militia of Burke County under the command of Colonel Charles McDowell. After many hardships and days of marching, on October 7, 1780 they attacked Colonel Furgeson at King's Mountain.

"After a hot engagement of almost an hour, the battle resulted in the death of Colonel Furgeson and every man that was of his army, who was in action, was either killed or taken prisoner. The killed of the enemy were estimated at two hundred and fifty and those of the Whigs at thirty-three men. The prisoners numbered approximately nine hundred and thirty-seven men."[9]

In this battle on King's Mountain, Lenoir was wounded in the arm, and also in the side, though not severely, and a third ball passed through his hair, just above where his hair was tied. He was also at the defeat of the celebrated Tory, Colonel Pyles near Haw River, and in this engagement had his horse shot from under him and his sword broken.[10]

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[9] Ramsey, Annals of Tennessee, p. 239.

[10] Wheeler, History of North Carolina, p. 463.

This interesting account of General Lenoir's suppression of the Tories is found in Wheeler's History of North Carolina.[11] In Watagua County at Mulbery Meeting-house, Lenoir heard the rumor which had arisen that the Tories were engaging in mischievious activities of various kinds. Lenoir went to his horse tied some distance from the house. As he approached, a man ran off from the opposite side of his horse. Lenoir hailed him and found that he had stolen one of the stirrups off his saddle. He took the culprit before Colonel Cleaveland, who ordered him to place his thumbs in the fork of a tree and hold them there while he received fifteen lashes. This gave origin to the phrase, "To thumb the notch."

On October 9, 1802 General William Lenoir sued an Alexander Outlaw for squatter's rights on a tract of land. This land had been given Lenoir by the state of North Carolina for service against the Indians and in the battle of King's Mountain.[12] General Lenoir made several trips through this section, the first in all probability was made during the Cherokee Expedition of 1776.

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[11] Ibid., p. 444.

[12] Lenoir Papers, op. cit.

So little was known about this part of the country at that time that the Little Tennessee River which empties into the Big Tennessee was thought to be the Holston River. The first name for this spot was the "mouth of the Holston."[13]

There were nine children born in General Lenoir's family, three boys and six girls. While additional materials are available for a continuation of interesting incidents in General Lenoir's life, it is necessary for this historical background to be brought to a close.

General Lenoir was the first President of the Board of Trustees of the University of North Carolina. He was a member of both State Conventions which met for the purpose of considering the Constitution of the United States and was elected a delegate to the Federal Convention, if in the event a second one was called. Year after year he was sent to the State Legislature and from 1788 to 1795 he was Speaker of the Senate of North Carolina.[14] This venerable patriot and soldier died at his residence at Fort Defiance, in Wilkes County, on Monday, the 6th of May, 1839 at the age of eighty-eight years. His name is perpetuated by Lenoir, North Carolina, Lenoir County, North Carolina, and Lenoir City, Tennessee.

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[13] Ibid.

[14] Wheeler, op. cit., pp. 465-466.

2. The Lenoir Manufacturing Company

William Ballard Lenoir, the first son of General William Lenoir was born in Burke County, North Carolina, September 1, 1775.[15] In 1809 at the September term of the Superior Court in Wilkes County, North Carolina, General Lenoir deeded to his son, William Ballard, his land at the mouth of the Holston,[16] really the mouth of the Little Tennessee.

Three years previous, on November 3, 1806, William B. Lenoir was made a Mason in Lodge Number 45 at Wilkesboro, North Carolina and the Worshipful Master was his father, General Lenoir. William B. Lenoir was married to Elizabeth Avery, daughter of Colonel Waightstill Avery of Swan Pond, North Carolina.

In the spring of 1810 William B. Lenoir, his wife, Elizabeth, with four children, slaves, stock, and household goods moved to his new home. In pioneer days when a man established himself in the new country he prepared to provide for all the needs of his family. The first of the needs was protection from the Indians and stragglers. Other

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15 Lenoir Papers

16 Ibid.

important necessities that were hard to provide were salt and iron. This kind of a settlement was called a man's "station", so after the Holston had been located above Knoxville and the smaller river here named the Little Tennessee, the settlement of William B. Lenoir was called "Lenoir Station." This name was not changed until the estate passed into other hands about 1890.[17]

The family of Major William B. Lenoir eventually reached twelve children. In 1812 he moved from the log house, his first home in the wilderness, into a large brick house which he built. After almost one hundred and twenty years, this house is still standing and has recently been made into an apartment house to take care of Lenoir City's rapidly increasing population. In this house there was a room always called "the Preacher's room", which was never used except for the preacher, unless the house was overcrowded.

After enough people came to the new settlement to form a congregation, Mrs. Betsy's son, Israel Pickens Lenoir built for her a plain substantial church, afterwards deeded to the Methodist Episcopal Church South. This building, still in good repair, is used regularly for service by a Baptist

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17 Lenoir Papers, op. cit.

congregation in the present town of Lenoir City. The Lenoir family graveyard adjoins this church.

General Burnsides used a portion of the Lenoir estate for a camping ground during the Civil War. The Northern soldiers were enchanted with this part of the South and after the war, many of them returned to this section of Tennessee to make their homes.

After Major William B. Lenoir's death in 1852, four of his sons: Benjamin Ballard, William, Israel, and Waight-still formed the Lenoir City Manufacturing Company. Two years later the railroad reached Lenoir's Station.

One industry of the Lenoir Manufacturing Company was a burr and roller flour mill, one of the first in the South. Their flour was shipped to Atlanta and New York. One of the first turnpike roads in Tennessee was built from the Mill to the river. Part of this road is still in daily use.

Another industry was the manufacturing of cotton yarn. The Lenoir papers in the University of Tennessee Library contain a receipt, dated September, 1865, which shows that William Lenoir paid $433.96 internal revenue tax on forty-three bales of cotton from Macon, Georgia.[18]

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[18] Ibid.

Their farm projects were extensive. Many cattle and hogs were raised. Lenoir hams were famous for many years until the Civil War interrupted farming in the South.

An old letter head bears the following imprint:[19]

LENOIR MANUFACTURING CO.

Merchant Millers
Manufacturers of Cotton Yarns

Dealers in
Grain
Provisions and General Merchandise

B.B.Lenoir,Pres. Jas.A.Reagan,Supt. Geo.M.Burdette,Sec.& Treas.

Established 1810
Incorporated 1877

The Lenoir Manufacturing Company prospered and served the needs of the people up and down the Little Tennessee and the Tennessee River for many years.

Israel Lenoir, the first of the brothers to die, passed away in 1876 leaving no will. To avoid the necessity of settling his estate by chancery sale a charter was obtained and the Lenoir Manufacturing Company was made into a stock

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19 Ibid.

company. Shares of this stock were issued to the heirs of Israel Lenoir to represent their interest in the property. The entire stock of the Lenoir Manufacturing Company eventually became the property of five individuals. Each of these having outside personal interests, they decided to sell the entire property as it stood. The sale was made in 1889 to a northern syndicate in the name of T. H. Heald and wife.

This marks the end of the Lenoir Manufacturing Company which at that time was doing a cash business of over seventy thousand dollars a year, and the beginning of a new development in the South.

3. The founding of The Lenoir City Company

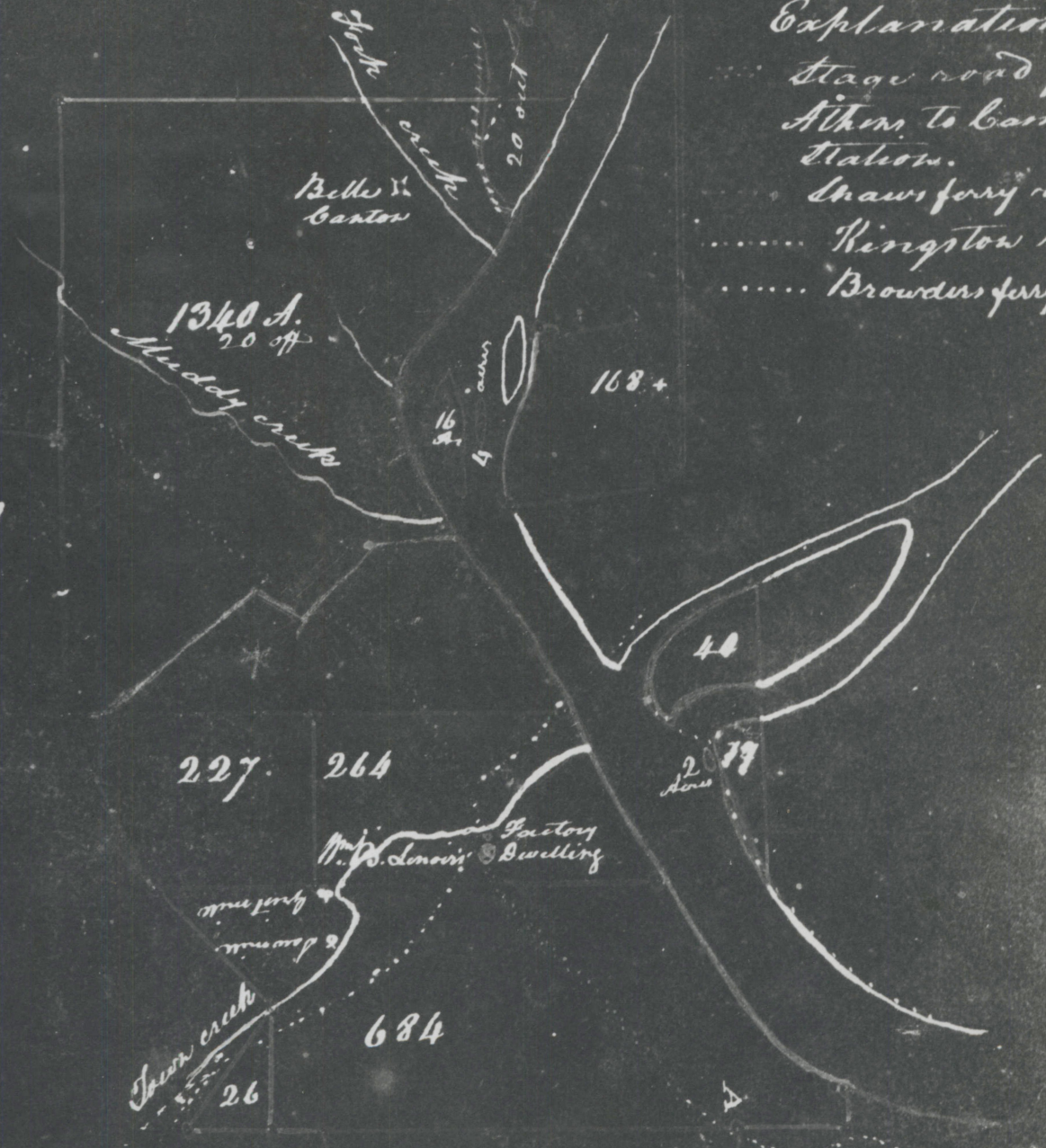
The Lenoir City Company was formed in the spring of 1890 but did not take charge until October of that year. The initial acreage of the company was 2,473.[20]

The company, as organized in 1890, was composed of Hon. Calvin S. Brice of Lima, Ohio, president of Lake Erie and Western Railroad; Col. Chas. M. McGhee of Knoxville, president of Memphis and Charleston Railroad; Gen. Samuel Thomas of New York, president of the E. T., Va. and Georgia,

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[20] Map of the Original Grant to General William B. Lenoir, 1795.

Roane County Tenn. — Scale 200 p. to inch



Courses & distances of all these tracts may be found in my little book of field notes for land at Mouth Hickory

* 269 in this part of 1322

(now Southern) Railroad; E. R. Chapman of New York, of Moore and Schely, brokers; John G. Moore of New York, of Moore and Schely, brokers; Col. Oliver H. Payne of New York and of the Standard Oil Company; Col. E. J. Sanford of Knoxville, president of the Knoxville and Ohio Railroad; T. H. Heald of Knoxville, president of the Black Diamond Coal Company; W. P. Chamberlain, of Sanford, Chamberlain, and Albers, wholesale druggists, Knoxville; C. M. McClung of C. M. McClung and Company, of Knoxville; A. J. Albers, E. T. Sanford, and J. M. Thornburg of Knoxville.

The first directors of the company were C. M. McGhee, E. J. Sanford, C. M. McClung, J. M. Thornburg, and E. T. Sanford. Samuel Masfield of Lenoir City was made manager of the company's holdings.

Thus was laid the foundation for the town of Lenoir City, Tennessee.

CHAPTER II

DEVELOPMENT OF THE LENOIR CITY COMPANY

1. A planned development

The Lenoir City Company Directors had foreseen the possibilities of their adventure as a boom town so everything they could possibly do was done to take away the element of chance. Speculation in real estate was almost an impossibility. The directors decided a mutual plan would be to the best interest of the Company and to the investors.

Immediately after its organization the Company proceeded to lay out a town site, clear and grade streets, and place its lots on the market. It issued a prospectus which was one of the most remarkable ever issued by a land company, inasmuch as it made no attempt to deceive and mislead prospective investors with glittering promises.

Progressive towns have never been the result of accident, but invariably their development has been the outgrowth of human resources and artificial conditions very clearly defined and planned toward an end.

When we look at the map of Lenoir City on page 17 we can see at a glance that Lenoir City was planned with a

purpose and not as an over-night settlement.

When we look at the map and see Broadway, the principal street, is two miles long and forty feet wide, we see an arterial highway planned to take care of the heavy traffic of even a future period. The Directors of The Lenoir City Company originally planned for their enterprise to become one of the great manufacturing centers of the South, therefore they laid out the town with the idea of a definite place for the industries that were to come. With but one or two exceptions all the avenues run parallel to each other and to Broadway while the streets run in the opposite direction and lead into the one principle thoroughfare, Broadway.

We see that parks, market places, school locations, and many other civic enterprises had a place in the planned community project that the Lenoir City Company wished to develop.

The development of the Lenoir City Company is very unique in the fact that they gave all prospective buyers a clear picture of their enterprise and the way in which they expected to justify their financial gain.

The explanation in parts is the assets on which the stock is based:[1]

Brick Flour Mill, Railroad, Elevator and Water Power	$ 75,000
Cotton Factory and Water Power	30,000
Store and Warehouse	10,000
Two Warehouses	8,000
River Warehouse	1,500
Carpenter Shops, Equipment, and Water Power	2,500
Blacksmith Shop	500
Brick Dwelling	5,000
Three Barn and Hay Sheds	4,000
Six Dwellings, five and six rooms	5,000
Twenty Dwellings, two and four rooms	8,000
Tenant Houses, two or three rooms	2,500
Two Smoke Houses	1,200
Water Works for Town and Railroad	1,500
Ferry — Net income $150, 6%	2,500
	$ 157,200

The Capital Stock of The Lenoir City Company was fixed at Eight Hundred Thousand Dollars in 8,000 shares of stock at $100 per share.

One-half of this capital stock ($400,000) was offered to the public upon the following terms: "A large tract of the land belonging to the Company, lying in the center of the locality where the City is to be built has been already

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[1] Prospectus of The Lenoir City Company, p. 26.

laid off in streets and lots, and an accurate map has been made of the entire property showing in detail these streets and lots. These lots have been estimated in value, the valuations being as nearly uniform as possible, after making allowances for the different locations and sizes of the various lots and the uses to which they can be put; the valuation put upon the lots having been in all cases made as low as possible, and not, it is believed, over one-half of what these same lots would bring at public auction, as the average price per lot will be less than $250 each. The estimated value of each lot offered for sale under this plan has been plainly indicated upon a map, copies of which are publicly displayed in the office of the Company for the guidance and information of investors and stockholders. Persons at a distance wishing to make investments will be given full information concerning any lots they may select from the map and the valuation set on each by addressing the Company.

"These lots, whose value has been estimated, are to be disposed of by the Company in connection with the $400,000 of stock, in the following manner: This $400,000 of stock will be sold to the public at par. But every purchaser of this original ($400,000) issue of stock will receive in addition to his certificate of paid-up stock, a

warranty deed for a town lot (or lots) in the City, whose estimated value, as designated on the map, is equal to the amount of his subscription; the purchasers selecting their own lots from the plot in the order of their purchases.

"One-half of the $400,000 received for this first issue of stock will be applied on the original purchase of the property, and the debt contracted in the formation of the Company. The remaining $200,000 will be placed in the treasury of the company to be used by the Directors for the common benefit of all stockholders in such manner as they may deem best either in street or other improvements, encouraging and aiding manufacturing enterprises or in return dividends to the stockholders. It will thus be seen that the founders of the Company must rely for their profits solely upon the value of the stock which remains to them after this first issue of $400,000 has been disposed of. No bonus in lots accompanies this remaining stock which they will own, and its value will be wholly dependent on the success and growth and prosperity of the City. This is the best evidence they can offer of the founder's own faith in the enterprise.

"After the sale of this $400,000 of stock, the stock-books of the company will be closed, and the state of things

will be as follows: The Company will have a fully paid-up stock of $800,000; will have over 2,000 acres of its tract still unsold, consisting of lots and manufacturing sites; and will have $200,000 in its Treasury, or in improvements on the property.

"The disposal of this remaining 2,000 acres will be a matter entirely controlled by the wishes of the majority of all the stockholders. It may be sold at public or private sale, at auction or otherwise, as their judgment may deem best and profitable.

"The distinguishing feature of this plan is thus seen to be its mutuality and co-operative basis. The founders to build up this City upon the principle of the old refrain: 'A long, long pull, and a strong, strong pull and a pull all together.' All who aid them in building up this magnificent industrial City will share both in the glory and profits of the achievement. The public which buys the $400,000 of stock put on the market will then own one-half of this magnificent estate which is to-day, not to speak of its future as a manufacturing city, worth for its intrinsic value alone at least the entire capital stock of the company.

"The efforts of many men are required to build up a city; the founders are, therefore, inviting good citizens to

stand with them in the enterprise, to partake of their labors and share in their profits.

"On the other hand the founders expect them, by aid of their voices and influence and improvements on the lots, in buildings and manufactures to give valuable assistance in developing and increasing the value of this remaining property."[2]

2. Restrictions

In order to facilitate social control in Lenoir City some interesting restrictions were written into many of the legal documents governing the founding and operation of the town at various dates.

The first restriction dates back to November 9, 1852 to the will of General William B. Lenoir. In Item 8 of this document we find this clause, "The before mentioned lands with their appurtenances are given to my four named sons jointly and neither is to dispose of his interest in the land except to a brother or brothers holding an interest therein without the consent of the other brothers interest, but if any one wishes to sell and can not agree with the others as to the price, the price and payments shall be

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[2] Ibid., pp. 28-30.

fixed by his other brothers not interested in the land, and if his brothers interested in the land nor neither of them will agree to give the price so fixed on, then the one so wishing to dispose of his interest may sell to whom he pleases."[3]

In 1890 when The Lenoir City Company bought The Lenoir Manufacturing Company, it was bought with the idea of establishing a planned town. In order to have the town develop along lines of a high cultural and social level, certain provisions were written in all deeds made by The Lenoir City Company. Some of the provisions became the law while others continued o nly as traditional customs. I am quoting from a Warranty Deed of The Lenoir City Company to John Doe: "Provided, however, and upon this express condition, that the said part ..... of the second part, his heirs or assigns, shall not at any time use the premises herein conveyed, or any part thereof, or knowingly allow the same to be used, for the purpose of manufacturing intoxicating liquors, or storing or selling the same as a beverage, and that in case the said premises are so used, this deed shall be forfeited and become null and void, and the said premises shall revert to and become and be the absolute property of

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[3] See Appendix A, Item 8.

the said LENOIR CITY COMPANY, its successors or assigns."[4]

Following the incorporation of Lenoir City in 1903 the following provision was included: "It being, however, expressly agreed by the said LENOIR CITY COMPANY, that if at any time said premises shall be included within a municipal corporation it their own right shall, in a public election, signify their desires to abolish the aforesaid restrictions against the manufacture, storage and sale of liquor, the foregoing anti-liquor clause and prohibitory condition shall become null and void, and the said premises shall be held by the said part ..... of the second part, his heirs or assigns."

It is evident that The Lenoir City Company's restrictions did not cease with the deeds they executed, because we find a similar provision in the town's charter. "Section 21. Be it further enacted, That it shall be, and hereby is declared to be unlawful for any person, or persons, company, firm partnership, or corporation to sell, or offer for sale, give away, bargain, take orders for, or tipple, any intoxicating liquors, including wine, ale, beer, or any adulterations or mixtures thereof, within the corporate limits of Lenoir City. The City Council of said Lenoir City

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[4] Warranty Deed of The Lenoir City Company.

is hereby clothed with full power and authority to pass and enact and all ordinances necessary to effectuate the prohibitory provisions of this section of this Act."[5]

From the time The Lenoir City Company was established, it consistently refused to sell land to negroes. As a result of this there are no negroes living inside the city limits of Lenoir City. Since incorporation of the town there has been an "unwritten law" that no negro can own property or live inside the corporate limits. Careful search of the city charter and all ordinances by the writer fail to reveal any such law as having been written into the statute books.

At the present time there are about twenty negro families living in a community just outside the city limits. This community is called "Buck Town" and it has two negro churches, and a one room school house. The writer made a survey of the negro families and found that there are none on relief and that in many instances every member of the family was employed. Last year there were only fourteen children in school although several families had children in high school in Knoxville and Athens. Many white families live in this section and a racial problem does not seem to exist.

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[5] Municipal Code, Lenoir City, Tennessee, p. 24.

Many of the negro families own their homes and on the average the homes are as well kept as the rest of the community. The population during the last ten years shows a slight decrease, but this may be due to lack of work in the foundry, where most of the negroes are employed. The result seems to be that a restricted area has practically eliminated the negro as a community problem in Lenoir City.

In the criminal code of Lenoir City are found many unusual restrictions. One hundred and thirty-six misdemeanors are listed in Section I. Offenders are subject to fines ranging from $2 to $50.

A few offenses are listed below.

2nd — Protecting Pupils and Teachers On Streets — For any person, or persons to loiter, wander, stand or sit upon the public avenues, streets, sidewalks, alleys, or other places, or to frequently and unnecessarily pass along the same in such manner and with the intent to annoy, vex, disturb or harass the principals, teachers, or pupils, or any of them, of any school, or college in Lenoir City as they pass along the public streets, avenues, sidewalks, or alleys of the City.

5th — Flirting and Mashing — For any person, or persons,

to stand, sit, loiter, or lay around, or about any hosiery, or other mill in Lenoir City, wherein female help is employed for the purpose of talking, flirting, aggling, mashing, or having any communication, or flirtation with any of said female employes, during the hours of labor, or that shall follow, annoy, or harass said female help for the purposes aforesaid while on any street, avenue, sidewalk, or alley while on her way to, or from her place of labor and employment.

47th — Public Appearance With Prostitute — For any man to be seen publicly riding, driving, or walking upon the streets, avenues, or sidewalks of Lenoir City, with a female who bears the reputation of being a whore, or prostitute, unless the parties are together for some lawful purpose, or related to each other.

51st — Gaming — For any person, or persons, to play at any game of hazard, or address for money, or other valuable thing or to make any bet, or wager for money, or other valuable thing.

53rd — Public Advertisement by Harlot — For any prostitute, or harlot, to appear upon the streets, or sidewalks un-

becomingly attired, or parade and show herself for the purposes of notoriety and advertising her business.

67th — "Swinkey" Stands — For any person, or persons, firm or corporation, their agents, servants, or employes, to operate, or run a "Swinkey stand" in Lenoir City, wherein drunken, idle, or vicious men congregate and engage in vulgar, profane, or indecent language, or discourse, to the common nuisance.

87th — Wife Beating — For any man to whip his wife.

95th — Smoking At, Or Near Churches — For any person to smoke cigars, pipes, or cigarettes around, about the doors of, or adjacent to any church in Lenoir City while divine services, prayer meeting or choir practice is being held, or while the congregation, met for any church, or religious purpose, is gathering in, or departing from said church.

113th — Slanderous Words — For any person to wilfully, falsely, or maliciously invent, or circulate scandalous tales, or reports reflecting upon the charity of any virtuous, reputable and self-respecting female.

118th — Strolling — For any person to be, or stroll upon any street, avenue, sidewalk, or alley of Lenoir City after eleven (11) o'clock at night except on business, or for some lawful and legitimate purpose.

The above misdemeanors may appear to be anachronistic but they reflect one of the great purposes of the founders of Lenoir City.

CHAPTER III

DEVELOPMENT OF THE TOWN SERVICES

1. Streets and alleys

It was the purpose of the founders of The Lenoir City Company to offer property to the public on such attractive terms that a goodly number of desirable citizens would become residents of the town. By cooperation between the citizens and the company, improvements would be made to the mutual benefit of all.

In planning the town, The Lenoir City Company gave land for twenty miles of streets forty to fifty feet in width, and in addition land for ten miles of alleys fifteen feet wide. The initial grading of these streets was done by The Lenoir City Company, since then the majority of the streets and avenues of the town have been paved or macadamized. Today the streets are bordered by many beautiful trees and some of the streets contain grass plots and beds of flowers. In many instances these trees were left by the company when the initial cutting and grading was done.

This street improvement plan was made possible through the cooperation of the city, private property owners, and

The Lenoir City Company which has contributed large sums of money to this project.

At the present time the city is making additional street improvements as fast as the increase in population warrants.

2. Churches and schools

The founders of Lenoir City realized that one of the greatest assets of a planned community would be adequate schools and churches. From the first pamphlet issued to the public by The Lenoir City Company in 1890 we quote the following: "There is already a comodious church on the site of Lenoir City which is the property of the Company. It is now used by the various religious denominations.

"The Company will, upon application, offer special inducements to any congregation desiring to erect a house of worship within Lenoir City.

"There is also upon the property of the Company a good schoolhouse. The founders intend to have established in Lenoir City, as soon as possible, an excellent system of public graded schools affording free education to the children of those engaged in building up the industries of the city."[1]

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[1] Prospectus of The Lenoir City Company, p. 20.

The inducements offered have had a very favorable reaction in that The Lenoir City Company has given sites for seven churches in the city. It is the present policy of the Company to give, free of charge, a tract of land for any group desiring to erect a church regardless of denomination or creed. The site and amount of land is regulated by the kind of structure that is to be erected.

The Lenoir City Company gave a block of land near the center of town for the erection of a school building. The first building was erected in 1908. Since that time two additional buildings have been constructed on the same block. These three buildings comprise the present high school plant.

As the need arose two elementary school buildings were built in other sections of the town, on tracts of land given to the City by The Lenoir City Company. According to a pamphlet issued by The Chamber of Commerce of Lenoir City the total value of the school equipment, buildings and grounds runs well over the million dollar ($1,000,000) mark.

3. Recreation

Realizing the importance of recreational facilities, especially in an industrial community, The Lenoir City Company set aside tracts of land in different sections of the

town to be used for parks. Three of these tracts have been developed to a certain degree. One is a municipal park. This park has been used for county fairs, public gatherings, athletic contests, such as football, baseball, and softball. It is equipped with movable bleachers and has recently been lighted for use at night.

Rock Springs park has the most natural background of any of the parks. There is a large spring at the base of the hill which is covered with magnificent oak trees. The land lies so as to form a natural bowl. There is ample space for picnicking and games. However, the park has been developed only to a limited extent and is used mainly as a local playground. This park is located on a public road and one of the local civic clubs has investigated the possibilities of using this as a trailer camp.

Located on the grounds occupied by the municipal water plant is another park which has a tennis court, and is equipped with tables, benches, and an outdoor oven. This particular tract is lighted to provide a place for recreation, picnics, and community outings.

The Lenoir City Library is located in the building which houses the offices of The Lenoir City Company. The Company has furnished free to the community since the estab-

lishment of the library, rent, lights, and fuel. The books are loaned free of charge to any resident of Lenoir City. The library is supported by civic organizations and community donations. In addition the City Council levies a tax of one-half cent to pay a librarian and to furnish supplies.

4. Water and sanitation

The early water supply of Lenoir City was obtained by pumping water from the various springs to a reservoir from which it was carried by force of gravity to different sections of the town. The elevated location of the City exempts it from the danger of floods and malaria; its topography assures the advantage of perfect drainage.

As the need arose the City erected a very adequate water system, pumping its water from the Little Tennessee River. A purification and filtration plant and regular inspection of the supply guards against polluted water finding its way into the mains. A pure water supply and an adequate water supply was felt by The Lenoir City Company to be one of the major attributes of a community.

The first sewer lines were laid by a group of public spirited citizens for the sake of protecting the health of

the community. This was enlarged by a private company and operated by them until the city purchased the plant. Additions have been made to the original system until connections are available in all parts of the city. Since the incorporation of the city in 1906, everything possible has been done to protect the health of the community. From the minutes of the City Council meeting on March 31, 1908, we quote: "An ordinance of the town of Lenoir City creating a City Board of Health, prescribing the duties of said Board, the duties of attending physicians and the duties of the citizens of the town in the control of, and preventing the spread of communicable diseases in the town, and creating the office of City Health Officer, and prescribing his duties."[2]

5. Lights

On April 3, 1907 the town of Lenoir City granted to R. M. Calloway: "An exclusive franchise for the use of the streets, avenues, alleys, and parks of said Lenoir City for a period of twenty (20) years for the purpose of erecting and maintaining poles, wires, and other necessary and proper fixtures and apparatus for furnishing electric lights in said

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[2] Minutes of the City Council, Book 1, p. 171.

town, and fixing rates to be charged for lights."[3]

In consideration of this franchise R. M. Calloway contracted with the town of Lenoir City that he would furnish lights on the following terms and rates: "Arc lamps, of two thousand (2,000) candle power for streets to be turned on at early candle light and to be kept aglow until twelve o'clock, midnight, and to be turned on again at four o'clock a. m. and kept aglow until good daylight, each per annum, to be paid monthly, fifty-five ($55.00) dollars."[4]

In 1923 The Tennessee Electric Power Company purchased this power plant for a consideration of $75,000.[5]

In 1928, in order to lower power rates in the town the City Council, on petition of the citizens, erected a municipal power plant. In 1931 this plant was enlarged to take care of the increased demand for power.[6] Both this plant and the Tennessee Power plant continued in operation until 1939 when the City through the Tennessee Valley Authority purchased the Tennessee Electric Power Company's holdings.

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[3] Ibid., p. 62.

[4] Ibid.

[5] Interview with Mr. Calloway, July 8, 1940.

[6] Interview with the Mayor of Lenoir City, June, 1940.

The first ice plant in Lenoir City was started as a private enterprise by R. M. Calloway. This plant was sold to the Tennessee Power Company in 1924, for $20,000 and was absorbed by the Tennessee Valley Authority purchases of the Tennessee Power Company's holdings in 1939.[7]

The town services have developed from meager beginnings through the recent Tennessee Valley Authority developments. The cummulative evidence seems to indicate an accelerated development in material services with added social and educational awakenings.

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[7] Interview with R. M. Calloway, July 9, 1940.

CHAPTER IV

PRESENT STATUS OF THE LENOIR CITY COMPANY

This year, 1940, marks the fiftieth anniversary of the founding of The Lenoir City Company. The present holdings of The Lenoir City Company are indicated on the map found on page 17.

At the present time the Company owns one tract of land lying on the south side of the Tennessee River. This tract contains approximately sixty-three acres. Fifty city lots with dwelling houses averaging five rooms each are owned by the Company. The majority of these houses are in excellent repair and are usually occupied. In addition, the Company owns two hundred and thirty of the original city lots. About nine hundred and eighteen acres of land with river frontage, rail connections, and highway facilities are still available for manufacturing sites and farms. These tracts range in size from one-half acre to eight hundred acres in one tract.[1]

The Company has approximately two hundred and fifty

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[1] Interview with the manager of The Lenoir City Company, May, 1940.

acres in crops of its own and leases many more acres for farming. The following improved properties are owned by the Company: one warehouse located in the heart of the city, one new modern filling station, one large warehouse on the river, one large cattle barn, a building in the center of town which holds the Company's office and the public library, eighty-eight head of improved cattle, farm work horses and many implements necessary in servicing the farm enterprises.

Probably the success of the Company is due in part to the small turnover in the personnel of the Company. There have been only four managers of the Company since its inception fifty years ago. The managers have been: Samuel Morfield, F. M. Grubb, J. L. Boggs, and W. C. Malonee, the present secretary of the Company. At the present time The Lenoir City Company has five full time employees. In busy seasons or for special projects others are employed.

The directors at the present time are: S. W. Duggan, President; L. T. Lee, representing the Tyson Estate; John M. Thornburg; A. F. Sanford and C. T. Leonhardt all of whom are stockholders and live in Knoxville. There are several minor stockholders but the only large holder of stock is E. N. Gavin, capitalist, of New York.[2] It is of significance to note that

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[2] Ibid.

the founders of The Lenoir City Company were northern capitalists, while the present stockholders, with one exception, are southerners.

All of the initial four hundred thousand dollars worth of stock was sold and part of the additional four hundred thousand reserve has been disposed of in various ways. Meanwhile The Lenoir City Company has increased its holdings by the purchase of nearby tracts of land.

In determining the present status of The Lenoir City Company it is well to keep in mind that the initial holdings consisted of two thousand four hundred and seventy-three acres of land and a very limited number of physical improvements.[3]

Since the founding of The Lenoir City Company many tracts of land have been sold by them to individuals and companies for the erection of industries. The largest tract was one of about fifty acres sold to the Lenoir Car Works. Another tract of about fifteen acres was sold to the Charles H. Bacon Company. The hosiery and cotton mills owned and operated by this company have been built on this tract. The tract belonging to the Lenoir Ice and Coal Company was purchased from The Lenoir City Company and has been absorbed

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[3] Op. Cit., p. 17.

by the Tennessee Valley Authority. Two large planing mills, a canning factory and numerous smaller tracts, which house other industries, have been bought from The Lenoir City Company.

The Tennessee Valley Authority has recently purchased one hundred and twenty-one acres of land from The Lenoir City Company for the entrance to the site of the Fort Loudoun Dam.

The Lenoir City Company seems to have the essential characteristics of a real estate development company whose range of activities fall into many different fields of work.

The Lenoir City Company pays approximately fifteen hundred dollars in taxes to the town of Lenoir City and about the same amount to the county.

The Company dividends are declared in January[4] at the annual meeting of the stockholders, held in the offices of The Lenoir City Company.

On the fiftieth anniversary of the founding of The Lenoir City Company it is very evident that the Company is a stable institution, still interested in helping to mould the future of Lenoir City.

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[4] See Appendix B.

CHAPTER V

TENNESSEE VALLEY AUTHORITY AS A FACTOR IN FURTHER DEVELOPMENT

In most studies of this nature, the last chapter is devoted to summarization and recommendations. In this study this procedure will be followed. However, in reality this study is only beginning because of the implications involved.

Consequently an attempt will be made to discuss the problems in this chapter under two different periods: that of the construction project of Fort Loudoun Dam, and the stable period or after the completion of the dam.

In enumerating problems in consideration of future development attention should be directed to the problems which inhere in housing, health, schools, regional planning, recreation, community living, readjustment, and kindred social functions. The order in which they are treated is not necessarily the order of relative importance.

On the 25th of November, 1905,fifty citizens of Lenoir City made application for a charter, which was granted the 13th day of December in the same year. From that date this city has had a struggle to follow a plan that was

laid for them by a land company.[1]

Some of the traditions of the town that have been handed down by that company still exist in today's citizenry. Therefore the good must be kept and brought up to date while the obsolete or impractical must be left behind.

The impact of the great influx of population, due to the construction of Fort Loudoun Dam will direct attention to the steps to be considered or immediate planning for the future development of Lenoir City.

1. Housing

A problem which of necessity the town must face at this time is housing. The location of Lenoir City is unique in that it is the nearest permanently established town to the site of any of the Authority's dams.

The housing situation in Lenoir City has been very uncertain during recent years. At times many houses have been available while there have been periods when very few desirable houses could be obtained. For this reason very few new houses have been constructed in recent years. However, for the past six months there has been an increasing

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[1] See Appendix B.

amount of building and remodeling taking place in view of the fact that the town's population would be increased for a limited time at least. Thus far only good substantial houses have been built. There is still a hesitancy on the part of property owners to go into any extensive building program because of the uncertainty as to the permanent population of the town.

An extensive building program would not be feasible, unless the community had assurance that after the construction period of the dam new industries would absorb the permanent dwellings. There is the chance that people from the slum areas might later move into the more desirable homes and the undesirable sections where there are not adequate housing facilities could be destroyed. But that idea is too remote to encourage present property owners to invest much money in the possibility. This proposed solution will require education of the public and the property owners and will be a long time process.

It is possible that the community could apply for a Federal Housing project. Again this solution may reach an earlier consummation by the commercial gain to be had by some individual or corporation.

There are few houses available at the present time

that are desirable as to location and modern improvements. To a certain degree the immediate housing problem will be taken care of by families who are able to rent a room or rooms to workers but this is only a temporary arrangement.

The Tennessee Valley Authority had not intended to build dormitories and houses for its workers as it was believed that there would be enough housing facilities in commuting distance of the project. However, after making extensive surveys there now seems to be a chance that it will be advisable to furnish quarters for part of the workers. Should the Authority decide to build dormitories this would be only a partial solution because there would be workers with families that must look to the community for housing accommodations.

The housing problem in Lenoir City will probably not be of long duration, as most of the workers will evacuate to other projects after the construction period is over. Then too, the people who come to Lenoir City may become permanent residents of this community, as the majority of the Authority's dams will have been completed by the time the Fort Loudoun Dam is finished.

Regardless of proposed solutions, the temporary problem is still present. This might be partially solved by temporary quarters.

There are many places available for trailer camps and tent colonies, but from such places would arise problems of health, sanitation, and fire protection. Neither Lenoir City nor Loudon County has a health unit, so care must be taken to protect the health of the surrounding community. Since the county has turned down the Tennessee Valley Authority's proposal to help in promoting a health unit the city must care for the health of the immediate vicinity with whatever help is available.

There is also the possibility of cheap houses or shacks to house workers. The space for the erection of temporary living quarters for workers would of necessity for space be outside the limits of the city. Therefore, any such constructed project would not have water and sewer connections. This procedure would be undesirable on account of the health of the community and such occupants as might avail themselves of such a project.

There are possible ways of meeting these housing problems: one is to construct permanent tourist camps which will house workers during the construction period and afterwards be used to take care of the tourist trade which the community should anticipate. Even a trailer camp with adequate water and sewer connections might well be permanent

in order to take care of sportsmen who will come in quest of water sports after the completion of the dam.

Another approach to the housing problem heretofore not mentioned is that some of the workers have already purchased lots from The Lenoir City Company and intend to erect houses on these lots.

Regardless of which approach the community takes in solving this problem, there should be a regional plan with deferred potentialities, if the community expects to receive the most desirable results in the future.

2. Education

From the increase in population will come a revised educational system in order to meet the necessary changes in the community. In addition to its obligation of improving the individual, the individual must help improve the community. This will work both ways, in short, a reciprocal working agreement. The schools must improve the community and the community in turn must help improve the schools. In justice to the future of Lenoir City the youth of the town must have the benefits of improved educational facilities if the next generation is to preserve and improve our social order.

Therefore it becomes advisable that we must explore some effective procedure for adjusting the educational needs of a changing community.

What is the purpose of the school? We should stop and ask ourselves that question. Can the school meet the needs in a changing community by failing to meet the needs of the pupils?

Interest has been aroused in the above questions. Now the problem is how can these questions be answered.

During the past five years approximately three hundred and fifty young people have graduated from the Lenoir City High School. The number of graduates pursuing higher education is relatively small. Should the schools continue to offer the pupils a "course of study" primarily concerned with college preparation? The obvious answer seems to be, no.

The right of the minorities, who pursue higher education, is to be respected but at the same time we cannot in justice require the majority to continue with our present educational system in order to take care of a small number. At present the only pupils who really get value received from the educational system are those preparing for a higher education.

With the completion of the Fort Loudoun Dam will

come great recreational potentialities. These advantages may be of more economic value to the community than any industrial plant the community has at present. In plans for the future it seems advisable that there should be taught in the schools, along with academic subjects, training in health, water sports, life saving, boating, and other allied subjects applicable to the probable changes in the community.

In order to build up a community and serve the needs of its people it is wise to utilize resources within its boundaries rather than to be continually pursuing outside industries. There has been a waste of effort, therefore the failure to utilize the human resources has not materially aided the schools of Lenoir City to the fullest extent. The schools, churches, and civic clubs are agencies which might help in a remedial program to stop the "drag" from the community. The emigration of home trained youth, particularily those of high capacity or promise, should be stopped if any material gains are to come from the educational system. Education is an opportunity, not a forced process, but a social process, a way to more abundant life.

The community has made little progress along these lines. The nearest approach has been the recently formed trade school. This in itself will not take care of the

majority because the age requirement for enrollment in the trade school is eighteen years and most of the students graduate from high school before they reach that age.

Then, too, there is the problem of financing the educational system. The burden of operating the schools falls on the taxpayers of Lenoir City. The schools are considerably overcrowded at the present time. With the impact of the Tennessee Valley Authority the educational system will be further overloaded. From available data it seems unwise to go into an extensive building program, because during the construction period of the Fort Loudoun Dam the schools must expect a changing school population. The information concerning the permanent population is not available at the present time, but a conservative estimate seems to show that the permanent school population will not be materially increased. Therefore an extended building program would be an additional burden that it is not advisable to place on the citizens of Lenoir City.

However, something must be done for the youth of the town during the construction period. Since there does not seem to be any more financial aid available we must turn to other fields for help.

Perhaps the first step should be the exploration of

the present facilities and needs. The needs are fairly discernible but it is doubtful that the present facilities are being considered in the light of getting as much out of them as is reasonably possible. The overcrowding of the schools may offer the opportunity for trying something new along educational lines, from which the needs of the pupil will be met in a better way.

The churches of Lenoir City, of which there are a sufficient number, can well afford to look to the needs and interests of the young people if they are to be trained for future church leadership. The recreational program of the local churches is at a low ebb because of lack of facilities. This is being remedied in several churches by building programs that will give more available space for recreational activities. The church of the future will depend to a great extent on what the churches of today do to meet the needs of youth.

3. Recreation

The recreation of the community would be more effective if it were under the direction of one particular agency instead of being left to different organizations such as the schools, churches, and clubs. At this time it would be possible to treat the anticipated recreational program from two viewpoints: first in relation to community and health, second

from a commercial point of view. From either standpoint recreation is destined to play an important part in the future development of Lenoir City.

The Municipal Planning Commission, through the State Department of Conservation, should endeavor to provide the community with playgrounds for local use and should also direct those that might be built by individuals for commercial gain. There is the possibility that the City, County, State, and Federal Authorities might cooperate in plans for a park which would meet the needs of the citizens and at the same time be a source of revenue. Much material wealth for Lenoir City may be obtained from tourist trade in the future, provided the right kind of planning is done before the completion of the dam.

The library facilities of the community are very limited. This is caused from lack of funds and insufficient interest. The conception of the library is vague in the community. This is due perhaps to the lack of proper library accommodations in the schools. At the present time the schools have the best libraries in their history and from that may come an educative process of library appreciation. The present library must expand to keep abreast with other changes in the community.

The problems of Lenoir City are no different from those of other southern communities, but the advantages may come because outside influences are forcing a change to be made.

4. Government

The city government of Lenoir City is similar to other towns of this area. Thus we find in the City Code: Section 4. Be it further enacted, That the governing authority of said Lenoir City shall be, and hereby is, vested in a Mayor and six Aldermen, who shall constitute and be known as the "City Council"; and the said Mayor and Aldermen shall be elected by the qualified voters of Lenoir City, at the times and in the manner hereinafter provided for. No person shall be eligible to membership in said City Council unless he is at least thirty years old, a citizen of Tennessee, a qualified voter in Loudon County, and has been a resident of Lenoir City at least one year next before the day of his election as such.

Four of said Aldermen, together with the Mayor, shall constitute a quoroum for the transaction of business; and in the absence of the Mayor five of the Aldermen shall constitute a quorum, one of whom shall preside as herein-

after provided.[2]

Other city officials are: a City Recorder, a City Treasurer, a City Marshal, four School Directors, who with the Mayor, as chairman, compose the "City School Board."[3]

The City Council has already taken steps to guide the orderly expansion of the City. The following ordinance was passed July 8, 1940.

AN ORDINANCE OF THE BOARD OF ALDERMEN OF
THE CITY OF LENOIR CITY, TENNESSEE,
CREATING AND ESTABLISHING A
MUNICIPAL PLANNING COMMISSION

BE IT ORDAINED by the Board of Aldermen of the City of Lenoir City, Tennessee, in order to guide and accomplish a coordinated and harmonious development of the municipality which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity, and the general welfare as well as efficiency and economy in the process of development, that the Municipal Planning Commission is hereby created and established as authorized by Chapter 34 of the Tennessee Public

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2 Lenoir City Code, Section 4, p. 9.

3 Ibid.

Acts of 1935 and said Commission shall be organized and empowered as follows:

SECTION 1. MEMBERSHIP. The Municipal Planning Commission shall consist of seven (7) members. One of the members shall be the Mayor of Lenoir City, one shall be a member of the Board of Aldermen, selected by the said Board, and the five remaining members shall be citizens, appointed by the Mayor. The terms of the five appointive members shall be for five years, excepting that the five members first appointed shall be appointed for terms of one, two, three, four and five years respectively. Any vacancy in an appointive membership shall be filled for the unexpired term by the Mayor, who shall have the authority to remove any appointive member at his pleasure. The term of the member selected from the Board of Aldermen shall run concurrently with his membership on the Board of Aldermen. All members shall serve without compensation.

SECTION 2. ORGANIZATION, RULES, STAFF, AND FINANCES. The Municipal Planning Commission shall elect its chairman from amongst its appointive members. The

term of chairman shall be one year with eligibility for re-election. The Commission shall adopt rules for the transactions, findings, and determinations, which record shall be a public record. The Commission may appoint such employees and staff as it may deem necessary for its work and may contract with city planners and other consultants for such services as it may require. The expenditures of the Commission, exclusive of gifts, shall be within the amounts appropriated for the purpose by the Board of Aldermen.

SECTION 3. POWERS AND DUTIES. From and after the time when the Municipal Planning Commission shall have organized and selected its officers together with the adoption of its rules of procedure, then said Commission shall have all the powers, duties, and responsibilities as set forth in Chapter 54, Chapter 44, and Chapter 45 of the Tennessee Public Acts of 1935 or other acts relating to the duties and powers of municipal planning commission adopted subsequent thereto.

BE IT FURTHER ORDAINED, that this ordinance take

effect from and after its passage, the public welfare of the municipality of Lenoir City, Tennessee, requiring it.

M. G. GOODWIN, Mayor

ALEX BAILEY, Recorder

Passed third and final reading July 8, 1940.[4]

The present form of government in Lenoir City is adequate so long as the City Council is wide awake to the possibilities of the future of Lenoir City.

The Municipal Planning Commission must take care that the water and sewer system that is to be changed shall meet the needs in the future. They also must be responsible for the zoning and planning of the approaches to the City. The congestion of the streets must be considered. This might be remedied by the establishment of parking lots or restrictions as to time limits on parking on the streets.

5. Cultural impact

The influx of new population, especially in large numbers, will tend to change the grouping of a community. In order to obtain the greatest cultural values from this influx of population the community might well spend some

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[4] Lenoir City News, Vol. XXXVI, No. VII, Lenoir City, Tennessee, July 11, 1940, p. 2.

time considering the opportunities for new learning experiences.

Lenoir City does not have a Community Forum, the nearest approach is a Law and Order League. From Community Forums have come some of the most constructive concepts of better living. Our community must be wide awake to the potential opportunities available from such an organization. Groups must be formed so that interaction of the best qualities of each can be had. Consequently there might arise the needs for Operettas, Little Theatres, more parks and public playgrounds.

The inter-changing of ideas and experiences conducted along constructive lines is essential for the cultural values of any community. "Whenever human beings associate, however, there emerges as a result of their association a type of product which is unique to man, one which serves effectively and positively to distinguish him from the most intelligent orders of brutes. This distinctive outcome we call culture. It is not society, but is made by human society. It is not association, but it is the fruitage of human association."[5]

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[5] Eubanks, The Concept of Sociology, p. 337.

This is not a beginning of the end but a fulfillment of the ideals of the founders of The Lenoir City Company, who in 1890 said: "A long, long pull, and a strong, strong pull, and a pull altogether."[6]

Thus Lenoir City, a planned town, is fully aware of its potentialities and has an opportunity for development far beyond the concepts of its founders, The Lenoir City Company,

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6 Prospectus of The Lenoir City Company, p. 28.

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Bailey, Alex, Recorder, Lenoir City, Tennessee.

Calloway, R. M., Resident of Lenoir City, Tennessee.

Goodwin, M. G., Mayor of Lenoir City, Lenoir City, Tennessee.

Malonee, W. C., Manager of The Lenoir City Company, Lenoir City, Tennessee.

Padget, W. D., Md., A doctor in the community since 1905, Lenoir City, Tennessee.

Williams, Mrs. Georgia, Descendent of the Lenoir family, Lenoir City, Tennessee.

APPENDICES

APPENDIX A

WILL OF WILLIAM BALLARD LENOIR

found in

ESTATE RECORD BOOK E

of

Roane County, Tennessee at page 365

I, William B. Lenoir, in the County of Roane and State of Tennessee, being of sound mind and disposing mind and memory, do make and ordain this my last will and testament.

I.

I give to my wife, Betsy Lenoir, six bedsteads and furniture, one-fifth part of my other household and kitchen furniture. I also give to her during her natural life the following named negroes: Maria and her child Caroline, Millie Louisa and her two children and one negro boy or man not herein chosen, as she may choose, and should my wife not marry again she is to have the privilege of disposing of them among my children and grand-children as she pleases or of selling them or any part of them with the consent of the majority of my executors and of disposing the proceeds in the same way.

And whereas some of the most valuable lands given to my wife by her father, Col. Waights-till Avery, lying in Buncombe of what was lately Buncombe County, North Carolina, have not been sold by me and I have purchased and entered some land joining which would add to the value of the lands given to my said wife, Betsy Lenoir if not disposed of in my life time, to her and her heirs forever.

ITEM 2.

To my son, Albert S. Lenoir, I give and bequeath the following land lying in Roane County, State of Tennessee and in Hiwassee District, to-wit: The Northeast fraction of quarter of Section 9, containing 145 acres; Northwest fraction quarter of Section 10, containing 33 acres; and the Northwest quarter of Section 15, containing 160 acres, all lying on the Tennessee River and Sweetwater Creek, in the First fractional township, Second range, East. Also the Southwest quarter of Section 16 in the Second fractional township, Third range East, to him and his heirs forever.

ITEM 3.

To my son, Isaac Thomas Lenoir, I have heretofore given seven quarter sections of land and a half and a fourth where and about the place he lives on, he having paid me for said lands $4,500.00 and made him a deed for the same.

ITEM 4.

To my son Walter Franklin Lenoir I give and bequeath the following described lands lying in Monroe County, State of Tennessee and in the first township, Second range East in the Hiwassee District, to-wit: Half of the Northeast quarter of Section two, the Northwest quarter of section Four, the Northeast quarter of Section five, all which he is now living; the whole of section ten and the North half of Section 11, to him and his heirs forever.

ITEM 5.

To my daughter, Leah Adeline Smith, I give and bequeath the tract of land where she now lives of about 100 acres, formerly owned by Samuel H. Smith, to her and her heirs forever.

ITEM 6.

To my daughter, Mira Ann Reagen, I give and bequeath the following described lands lying in the Third township, First range East in the Hiwassee District, to-wit; Southeast

quarter of Section ten, the West end of the Southwest quarter of Section 11, 120 acres, the East end being conveyed to I. T. Lenoir, the Southwest quarter of Section 11, the Northwest quarter of Section 14, the Southeast quarter of Section 15, to her and her heirs forever.

ITEM 7.

To my daughter, Liza Martha Martin, I give and bequeath the three lots in the City of Memphis in the County of Shelby, quit-claimed to me by Joshua Jones Henry and his wife Maria Henry of the City of New York.

ITEM 8.

To my four sons named William Lenoir, Waights-till Avery Lenoir, Benjamine Ballard Lenoir and Isaac Pickens Lenoir I give and bequeath all my lands in Roane County, Tennessee where I live and near to the same, including the two lowest islands in the Holston River, all my lands in Blount County in the section of the Holston and Tennessee River, all my lands in Monroe County near the Junction of the two aobve named rivers, including about 44 acres in the lower end of the large island in Little Tennessee River, a place of 70 acres lying in part in Little Tennessee and part on Big Tennessee Rivers and the small islands at the mouth of the Big Tennessee called the Toehead, subject to reduction of one-tenth part of the uses, rents, and profits of the same during my wife's natural life, which said one-tenth part including the use of the houses, lands, rents and profits thereof I give and bequeath to my wife Betsy Lenoir during her natural life. The before mentioned lands with their appurtenances are given to my four named sons jointly and neither is to dispose of his interest in the land except to a brother or brothers holding an interest therein without the consent of the other brothers interest, but if one wishes to sell and can not agree with the others as to the price the price and payments shall be fixed by his other brothers not interested in the land, and if his brothers interested in the land nor neither of them will agree to give the price so fixed on then the one so wishing to dispose of his interest may sell to whom he pleases.

ITEM 9.

To my son William Lenoir I give and bequeath negro boy Riley.

ITEM 10.

To my son Waights-till Avery Lenoir I give and bequeath the negro boy Rufus.

ITEM 11.

To my son Benjamine Ballard Lenoir I give and bequeath negro boy Henry.

ITEM 12.

To my son Isaac Pickens Lenoir I give and bequeath negro boy Calvin.

ITEM 13.

To my three grand-sons, children of my daughter Louisa C. Ramsey, namely, William Lenoir Ramsey, Waights-till Avery Ramsey and Thomas Isaac Ramsey, I give and bequeath all the lands conveyed to me by their father Reynold A. Ramsey by deed bearing date September 21, 1849, consisting of five pieces and containing in the whole 580 acres, situated in the State of Georgia in the 28th District and Third Section of original Cherokee, now Walker County. I also give and bequeath to my said three grand-sons the sum of $600.00 each.

ITEM 14.

To my grand-daughters Elizabeth Fleming Ramsey and Ann Campbell Ramsey, sisters to the three brothers named in the preceeding item, I give and bequeath $1,000 each in full of my estate.

ITEM 15.

I give and bequeath to my three sons, William Lenoir, Benjamine Lenoir and Israel P Lenoir together with their mother Betsy Lenoir six mules, sixteen horse beasts, and sixty head of cattle, such as they may choose and all my hogs and sheep and I further give to said three sons and Waights-till A. Lenoir all the smith tools and such as appertain to or are generally used in the shop, what iron and

steel may be on hand, and such material as are used in work in the Blacksmith shop or factory. Also as many of my farming and plantation tools including among other things wagons, carts, timber, wheels, plows, harrows, saws, carpenter and jointer tools, grind-stones and all the timber that my said four sons may think necessary to carrying on the different kinds of businesses on the place, I give and bequeath to them and their heirs forever.

After the payment of my debts and legacies the residue of my estate not herein gequeathed and the negroes, cash debts or whatever else it may be or consist of, I give and bequeath to my ten children, namely, Albert S. Lenoir, Isaac Thomas Lenoir, Leah Adeline Smith, Mira Ann Reagen, William Lenoir, Waights-till Avery Lenoir, Walter Franklin Lenoir, Eliza Martha Martin, Benjamine Ballard Lenoir, Israel Pickens Lenoir, to each o them an equal or one-tenth part and if any of them should die before I do leaving an heir or heirs then the heir or heirs to inherit the part that would have been coming to the deceased parent if living. To make a division of the negroes they are to be priced man and wife together, the others separate or in lots as may seem to suit best and where there are any aged women of little or no value the lots in which they are placed is to include some of their relations who will be most likely to attend to and take care of them when they needed nursing or assistance and these prices or valuations may be fixed by my ten children or their representatives or by as many of them as will attend to it and when the valuations are made and sums to be divided be it known of the valuations and the quotient to be the price when the valuations are all made and added together the amount coming to each heir can be known. They are then to draw lots for their choice and choose according to terms one negro or one lot where more than one is valued together and so on until they are all chosen. Should there be any negro of value which none of my children would like to keep my executors are authorized to sell them at either public or private sale and the proceeds of the sale to be divided as the other negroes. This plan of division is to be preserved unless two-thirds of my children living agree on some other plan more satisfactory to themselves which they are authorized to do if they can.

Lastly, I do nominate and appoint my sons Albert S. Lenoir, William Lenoir and Waights-till Avery Lenoir, exec-

utors to this my last will and testament recovering all wills previously made and in all settlements of my estate, whether it be debtor or creditor they are not to consider themselves bound to any strict compliance with the laws of the land where in so doing they think injustice to be done but are authorized to do what may appear to them to be just and right in the premises nor are they to give bond and security for their faithful performance as executors unless on representation of some of the devisees the Court should be of the opinion that it ought to be done.

IN WITNESS WHEREOF, I do this my last will and testament set my hand and seal, this the 9th of November, 1852.

Wm. B. Lenoir

Signed, sealed and published in our presence and we have subscribed our names hereto in the presence of the testator.

SPENCER H. HAND
PRESSLEY L.AMOS
A. C. STANBERRY
SAMUEL HORNE

STATE OF TENNESSEE)

ROANE COUNTY)

County Court, January term, 1853.

Then upon the foregoing last will and testament of William B. Lenoir, deceased, introduced in open Court and the execution and declaration thereof duly proven in open Court by the oath of Spencer H. Hand, Pressley L. Amos, A. C. Stanberry, and Samuel Horne, the subscribing witnesses thereto, and the same being satisfied that the same is the last will and testament of said deceased, the same is admitted to record and ordered to be certified and recorded.

Witness my hand at office in Kingston, the first day of January, 1853.

AUSTIN L GREEN, Clerk.

APPENDIX B

IN THE REGISTER'S OFFICE OF

LOUDON COUNTY, TENNESSEE

CHARTER OF INCORPORATION — DATED APRIL 12, 1890

RECORDED APRIL 16, 1890 TRUST DEED BOOK 2,

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STATE OF TENNESSEE, CHARTER OF INCORPORATION.

Be it known that C. M. McGhee, E. J. Sanford, C. M. McClung, J. M. Thornburg and E. T. Sanford, each of whom is more than twenty-one years of age, are hereby constituted a body politic and corporate name and style of The Lenoir City Company.

The general powers, etc. of said corporation are: To sue and be sued, by the corporate name to have and use a corporate seal, which it may alter at pleasure, if no common seal, then the signature of the name of the corporation, by any duly authorized officer shall be legal and binding, to purchase and hold or receive by gift in addition to the personal property owned by said corporation, any real estate necessary for the transaction of the corporate business, and also, to purchase or accept, any real estate in payment or part payment of any debt, due to the corporation and sell realty for corporation purposes to establish by laws and make all rules and regulations not in inconsistent with the laws and the constitution of deemed expedient for the management of the corporate affairs, and to appoint such subordinate officers and agents in addition to President and secretary or treasure as the business of the corporation may require; designate the name of the office and fix the compensation of the officers.

The following provisions and restrictions are coupled with said grant of powers; a failure to elect officers at the

proper time, does not dissolve the corporation, but those in office hold until the election or appointment and qualification of their successor, the term of all officers may be fixed by the laws, of the corporation the same not, however to exceed two years.

The corporation may, by by -laws make regulations concerning the subscription for, or transfer of stockfix upon the amount of capital to be invested in the enterprise; The division of the same into shares; the time required for payment thereof by the subscribers for stock; the amount to be called for at any one time; and in case of failure of any stockholders to pay the amount thus subscribed by him at the time and in the amounts thus called; a right of action shall exist in the corporation to sue said defaulting stockholder for the same. The Board of Directors, which may consist of five or more members, at the option of the corporation, to be elected either in person or by proxy, by a majority of the votes cast each share representing one vote, shall keep a full and true record of all their proceedings, and the annual statement of receipts and disbursements, shall be copied on the minutes subject at all times to the inspection of any stockholder. The books of the corporation shall show the original or subsequent stockholders; their respective interests, the amount which has been paid on the shares subscribed; the transfer of stock, by and to whom made; also other transactions in which it is presumed a stockholder or creditor may have an interest.

The amount of any unpaid stock due from a subscriber to the Corporation shall be a fund for the payment of any debts due from the Corporation, nor shall the transfer of stock by any subscriber, relieve him from payment, unless his transferee has paid up all or any of the balance due on said original subscription.

By no implication or construction shall the corporation be deemed to possess any powers except those hereby expressly given or necessarily implied from the nature of the business for which this Charter is granted and by no inference whatever shall said Corporation possess the power to discount notes or bills, deal in gold or silver coin, issue any evidence of debts as currency, buy and sell agricultural products, deal in merchandise, or engage in any business outside the purpose of this Charter.

The right is reserved to repeal, annul, or modify this Charter. If it is repealed, or if the amendments proposed, being not merely auxiliary, but fundamental, are rejected by a vote representing more than half of the stock, the corporation shall continue to exist for the purpose of winding up its affairs, but not to enter upon any new business. If the amendments or modifications, being fundamental, are accepted by the corporation as aforesaid in a general meeting to be called for that purpose, any minor married woman, or other person under disability or any stockholder, not agreeing to the acceptance of the modification shall cease to be a stockholder, and the corporation shall be liable to pay said withdrawing stockholders, the par value of their stock, if it is worth so much; if not, then so much as may be its real value in the market, on the day of the withdrawal of said stockholders, as aforesaid: provided that the claims of all creditors are to be paid in preference to said withdrawing stockholders.

A majority of the Board of Directors shall constitute a quorum and shall fill all vacancies until the next election. The first Board of Directors shall consist of the five or more corporators, who shall apply for and obtain the Charter.

The said corporation may have the right to borrow money, and issue notes or bonds upon the faith of the corporate property, and also to execute a mortgage or mortgages as further security for repayment of money thus borrowed.

The encouragement of emigration, the locating, establishing and building of Towns, and Cities, the purchase and improvement, development and sale of property and the establishment and encouragement of industries are the objects of for which the charter is granted.

The said company is authorized to buy and sell real estate, either on commission or as owner, to buy and sell real estate, to purchase large tracts of land, and subdivide the same for purposes of sale; to negotiate loans on real estate for other persons, or for the corporation; to make contracts for furnishing labor to parties desiring the same, and generally to do all things as agent acting between buyer and seller, as may have a tendency to introduce labor, cap-

ital, or population into the state, and to sell, rent, and exchange real estate on commission, and to do for itself all things it is herein authorized to do as an agent.

Annually during the month of January, a statement of the affairs of said company, showing the amount of capital stock, the value of the land owned by the company, the liabilities thereof, the debts due to the company, etc., shall be printed in a newspaper where the principal office of the company is located; and for any false or fraudulent statement made by said Directors, whereby loss ensues to innocent parties dealing with the company upon the faith of said false statement, the Directors shall be individually liable; and also, if said company should, knowingly, practice any fraud or imposition in selling lands held or claimed by any defective title, purporting to be vested in said company, whereas loss ensues to an innocent purchaser, the parties knowing and willfully practicing said fraud, whether the same be directors or stockholders, shall be individually liable for the damages suffered by said innocent purchaser.

We the undersigned apply to the State of Tennessee, by virtue of the laws of the land, for a charter of incorporation for the purposes and with the powers, etc., declared in the foregoing instrument. Witness our hands the twelfth day of April A. D. Eighteen Hundred and Ninety.

C. M. McGee
E. J. Sanford
C. M. McClung
J. M. Thornburg
Edward T Sanford

STATE OF TENNESSEE)

ss

KNOX COUNTY)

Personally appeared before me W. T. Jones, Department Clerk of the County Court of said County, the within named applicants and corporators, C. M. McGee, E. J. Sanford, C. M. McClung, J. M. Thornburg, and Edward T. Sanford with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office , this twelfth day of April A. D. Eighteen Hundred and Ninety.

(SEAL OF COUNTY COURT OF

KNOX COUNTY, TENNESSEE)

W. T. JONES, Clerk

STATE OF TENNESSEE, LOUDON COUNTY

I hereby certify that the foregoing instrument with the Clerks Certificate thereon were filed for registration April 12th, 1890, at 6 P. M. noted in Book "B" page 100, and recorded on this April 14th, 1890

Witness my hand at office

J. B. PAYNE, Register

I, Charles A. Miller secretary of the State of Tennessee do certify that the foregoing instrument with the certificate of acknowledgment of probate and registration on the 15th day of April, 1890, and recorded on the 15th day of April, 1890 in Corporation Record Book B in said office, page 91 et seq.

In testimony whereof, I have hereunto subscribed my official signature; and by order of the Governor, affixed the Great Seal of the State of Tennessee at the department in the City of Nashville, this 15th day of April A. D. 1890.

(The Great Seal of the

STATE OF TENNESSEE)

C. A. MILLER
Secretary of State

STATE OF TENNESSEE)

LOUDON COUNTY)

I, J. B. Payne, Register for said county do certify

that the above Certificate of the Secretary of State with facsimiles of the Great Seal of the State of Tennessee thereon, were filed for Registration April 16th, 1890, at 7 A. M. and recorded April 16th, 1890.

Witness my hand at office in Loudon

J. B. PAYNE, Register