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Huntsville Inns of the Early 1800's

by Micky Maroney



This Williams Avenue House undergoing restoration is believed to have been the Planters Hotel, formerly located on the corner of Franklin and Gates Streets.



Government regulations prevailed even in 1820. According to **The Alabama Republican**, November 17, 1820, the county courts set the rates for Inns and Taverns, and the law required of all tavern keepers "that they take out a license and to furnish good, clean, wholesome diet, and lodging for travellers, and stabling, pasturage and provender for horses, for and during the time of his license."

The inns of the early 1800's were quite different from today's modern roadside and city accommodations. In the small inns and stagecoach-stops, there often was only one public room for socializing and dining - usually at one large table. Here, too, thirst could be quenched with potables ranging from spring or well water to the best rum and whiskey available.

Larger inns and taverns, located in cities and bustling towns such as Huntsville, offered much more to the transient and to the townspeople, as well. The public rooms were likely to contain enough dining tables for private groupings, and there might have been a room set aside for ladies only, where they could dine or visit in privacy, away from the sometimes indelicate remarks of the imbibing men. (However, a **sober gentleman** would not have dreamt of making an indelicate remark in the presence of a lady.) Also, in the larger establishments, a separate barroom was sometimes available; even an elegant ballroom would be provided by an inn catering to the carriage trade.

Four to a Bed?!

Sleeping arrangements in those early days were rather different from today, too, to put it mildly. The smaller hostelrys, such as the Mooresville statecoach-stop, featured a common dormitory room for their patrons, who were predominantly male. Two or more double beds, and maybe a single bed if space allowed, provided the sleeping accommodations. If there were more than a few travel-

ers, as many as three - or even four - men would be piled into one double bed! Perhaps after a hard day's ride on horseback in the rain or hot sun, or a journey in a bouncing, rocking stagecoach over rutted uneven roads, **any** bed looked inviting, even one with three strangers already in it!

Ladies traveled in those days, too, and even the smallest inns usually provided a least one small private room for the gentlewoman and her accompanying family and/or servant. Undoubtedly, the private room would have been made available to any gentleman willing to pay, perhaps, a higher tariff for privacy.

Necessary Appurtenances

The larger in-town inns and taverns provided a greater number of private rooms and more amenities in general. In addition to the standard wash bowl and chamber pot usually found in each room, a "necessary house" was a necessary outbuilding on the premises, as well as a stable and provender for horses. The kitchen, due to excessive heat and cooking odors, would be located in a separate outbuilding or in a basement or a wing of the main tavern house. Depending on the inn's location, a well might have been nearby.

Huntsville, M.T.

Without a doubt; the inns in early Huntsville must have offered similar accommodations. Detailed information about local inns is woefully lacking prior to 1817, and precious little information is available for

many of the years thereafter. However, old deed records and newspaper notices provide many nuggets of information about the old hostelrys. One certainty is evident from those early documents and papers - most of the local inns and taverns changed owners frequently. Not only did ownership change periodically, but some of the owners were merely investors who rented their property to various proprietors who actually ran the taverns, and these renters changed often, also. Occasionally, the tavern name changed, too.

Reference is made to three Huntsville inns and taverns in a local newspaper, **The Alabama Republican**, dated Huntsville, M.T., August 5, 1817. (In 1817, Huntsville and Madison County were still a part of the huge Mississippi Territory.) John B. Grantland advertised a "New Dancing School at Talbot's Inn," Daniel Price promised a "\$5.00 Reward for a large Silver Watch taken from Cheatham's Tavern" (perchance from a shared lodging room?) and Benjamin L. Saunders had a notice for a "House and Lot for sale adjoining C. Cheatham's Tavern." Mr. D. Rather's Tavern was mentioned in an ad by Clifton C. Steele. It is evident from these notices that the three inns were well established by 1817. Of the three, two would obtain prominence in the burgeoning social and political activities of the town.

Two Inns

By the time of the Constitutional Convention in 1819, Talbot's Inn had changed owners three times

and was renamed Huntsville Inn. Cheatham's Tavern also underwent changes in ownership and name, becoming Bell Tavern. And in 1819, Irby Jones became the owner of both inns.

From deed descriptions, it is known that the Huntsville Inn was located near the middle of the block on the east side of the Public Square; Bell Tavern was situated on the west side of Jefferson Street near the northwest corner of the Square, and it had several additions and improvements made during its long existence. Virtually all of the many Deeds and Deeds of Trust for the Huntsville Inn describe it as "the three story brick house at present occupied as a Tavern" However, an 1819 Deed of Trust for the adjoining property of J. M. Taylor and P. A. Foote mentions the Huntsville Inn as "the three Brick houses now occupied as a Tavern by Irby Jones."

For many years, the histories of Huntsville Inn and Bell Tavern were intertwined through their dual-ownership by Irby Jones. And from Mr. Jones' well-documented financial adventures, comes invaluable information about the furnishings of Huntsville Inn. It would seem probable that Bell Tavern's furnishings would have been similar.

Goods and Chattels

The fates of finance were not kind to Irby Jones. He never quite seemed to be able to pay off the debts incurred from the purchase of the two inns, and signed several Deeds of Trust to various creditors, apparently hoping to be able eventually

to make payments in full. These Deeds of Trust allowed Jones to retain possession of the property unless or until the creditors called for full payment at the dates set in the deeds.

A November 1821 Deed of Trust signed by Jones to the Planters and Merchants Bank listed the following inventory of "goods and chattels being the furniture of Huntsville Inn ... five oblong cherry Tables, two half round cherry Tables, nineteen single feather beds, nine double feather beds & the blankets & bedding to said twenty eight beds belonging, thirteen single Poplar bedsteads, six double Poplar bedsteads, Two cherry bedsteads, forty two windsor chairs, a set of glass ware consisting of four Decanters, two Pitchers, six dishes, two salt stands, four tumblers & twelve wine glasses - six Dozen common plates, seven Decanters, four Dozen glass Tumblers, five sets of Plated castors, five Dozen knives & forks, five Dozen Cups and saucers, two twelve Gallon Kettles, four ten gallon pots, four Dutch ovens, & three Dozen Dishes."

Even by the standards of the nineteenth century, this inventory would not seem to be a complete list of furnishings, but it obviously met the requirements of the Deed of Trust and provides us today with a glimpse of the past.

From the Beginning

It is not known exactly when either Huntsville Inn or Bell Tavern was built, but the Government Land Sales records and the earliest Deed records provide dates that

indicate both buildings were constructed between 1809 and 1817. From these records, it is logical to assume that Le Roy Pope must have constructed the three-story brick house known as Talbot's Inn, later known as Huntsville Inn.

Pope had invested heavily in the 1809 Government Land Sales, buying many, many acres, including most of the area that would become the little town of Huntsville. Records show that Pope and two partners (whom he later bought out) paid \$23.50 per acre for the quarter-section of land surrounding the Big Spring (totaling \$3,763.29 for the 160.14 acre tract). Some of this land he sold, but he retained the entire block bounded by Randolph, Green, and Eustis Streets and the east side of the Public Square, where the Inn was located. Being a founding father of the new town of Twickenham, as it was then called, and seeing a need for an inn in the sparsely settled but fast-growing territory, it is quite likely that Pope might have built the Inn as an investment and then rented it to Clayton Talbot, the proprietor for many years.

The First Sale

DEED: POPE TO BRAHAN & ROSE. The first sale of the Huntsville Inn property occurred in 1817. A deed dated April 28th of that year conveys most of the block on the east side of the Public Square to John Brahan and Neal B. Rose from Le Roy Pope and Judith, his wife, for "\$4,500 to them in hand paid." The property -- four one-half-acre lots -- is de-

scribed as being Lots 33, 34, 37, and 38, "excepting and reserving out of said lot number thirty seven the Brick Tenement now occupied as the store house of Pope and Hickman with its appurtenances and the space of ground between the said Tenement ... and the wall of the three story brick house now occupied as a Tavern by Clayton Talbot"

The deed is not explicit in describing the existing buildings on the four lots purchased by Brahan and Rose, stating only, "... the above described lots or parcels of land with the tenements and appurtenances thereunto belonging."

Clayton Talbot continued to rent the Inn from Brahan and Rose during their tenure as owners of the property, and these years of proprietorship by Talbot seemed to be the most stable period of the Inn's financial history. Apparently Mr. Talbot knew well the business of innkeeping and did not have the financial worries of owning the property.

A Tidy Profit

DEED: BRAHAN & ROSE TO MCKINLEY. Less than two years had passed when John Brahan and Neal B. Rose sold most of their East Side Square property to John McKinley of Lexington, Kentucky. Real estate values were booming -- Brahan and Rose received "\$18,000 to them in hand paid." McKinley's purchase included "the three story brick house at present occupied as a Tavern by Clayton Talbot, fronting the Public Square."

The deed, dated December 12, 1818, lists the parcels

of land as being lots numbered 34 and 38, and parts of lots 33 and 37. Excluded this time from the original four-lot parcel were the (business) houses of Neal B. Rose, John M. Taylor, and some property of Rose Fletcher. Thus, Brahan and Rose had made a tidy profit from their \$4,500 purchase of 1817.

Absentee Landlord

According to information on a later deed, John McKinley must have remained in Kentucky after he bought the East Side Square property in late 1818. Perhaps Clayton Talbot did not like having an absentee landlord, or maybe other ventures beckoned, but by January 30, 1819, an advertisement was appearing in **The Alabama Republican** notifying the public that E. Baker had rented "the Huntsville Inn, lately occupied by Mr. Clayton Talbot, from John McKinley." Mr. Baker added, "The house has been fitted up and furnished at great expense, and is now ready for the reception of such gentlemen as may please to call." This is the first reference to the Huntsville Inn by that name.

Did many "gentlemen please to call" on Mr. E. Baker at the Huntsville Inn? The answer is not known at this point in researching the Inn, but by June 2, 1819, in a Deed of Trust for the adjoining business of Taylor and Foote, reference is made to "the three (?) Brick houses now occupied as a Tavern by Irby Jones, known as the Huntsville Inn."

So, Mr. Baker did not last long as the Inn's proprietor. By June 26th, he

was advertising in the **Republican** that he wished to settle his accounts for the Huntsville Inn. On July 15th, he warned patrons to pay up their accounts with him for Huntsville Inn, or else!

Irby Jones Buys Bell Tavern

DEED: CHEATHAM TO JONES. Prior to Mr. Baker's departure from the Huntsville Inn, Irby Jones announced in **The Alabama Republican** that, as of February 27, 1819, he had opened a house of **ACCOMMODATION** in the house formerly owned and operated by Mr. Cheatham and recently by R. Turner. Christopher Cheatham deeded his Tavern to Jones on February 29th, with Jones still owing him \$7,527.90.

Therefore, it must have been only a few months after buying Bell Tavern that Irby Jones was also doing business at Huntsville Inn, obviously renting the Inn from McKinley.

The President's Visit

On June 5, 1819, **The Alabama Republican** published an article describing in much detail the visit of President James Monroe to Huntsville. Unfortunately, Huntsville Inn is barely mentioned in the account; it states that President Monroe "put up at the Inn" and that Irby Jones prepared the dinner given by local dignitaries in honor of the President. But the article does not state exactly WHERE the public dinner was held. Since the affair was attended by "more than 100 of the most respected citizens of Madison County," it seems highly unlikely that the Huntsville Inn would have had

a room large enough to seat that many people for a meal, but maybe it did. One theory is that the dinner was held at Walker Allen's Cabinet Shop which served as a hall for the Constitutional Convention then in session.

According to the 1821 Deed of Trust Inventory for Huntsville Inn, even then, the Inn would not have had enough tables, chairs, and tableware to accommodate so many people at once. But, of course, Irby Jones was running two nearby inns in 1819, so it is probable that he used the accouterments of both Huntsville Inn and Bell Tavern to equip the large party, wherever it was held.

Over the years, many similar festivities took place at Huntsville Inn, though with fewer guests than were present for the President's dinner.

An Enigma

DEED: MCKINLEY TO JONES. A short time after signing the promissory note for over \$7,000 for the purchase of Bell Tavern, Irby Jones signed notes for \$27,000 to buy the Huntsville Inn property from John McKinley. The Deed from John McKinley was signed and conveyed to Jones on July 6, 1819. That, in itself, may not be very strange, but it does seem rather odd that on the day before McKinley actually filed the Deed to be recorded at the County Courthouse, an ad appeared in **The Alabama Republican**, on August 19th, announcing a Lottery which offered the Huntsville Inn as top prize!

The Lottery was to have weekly drawings for certain properties as soon as 3,000 tickets were sold. For the

SCHEME

FOR the disposal of certain parcels of property, estimated at the following value, viz :

| | |
|-----------------------------|----------|
| Huntsville Inn, | \$30,000 |
| 70 acres Land, | 2,000 |
| 1 negro woman & child, | 800 |
| 1 do. Nancy, | 700 |
| 1 do. Zeze, | 600 |
| 1 do. Fanny, | 500 |
| 20 Cash prizes, \$ 50 each, | 1,000 |
| 100 do. 10 | 1000 |

\$ 36,000

To be awarded by **LOTTERY** in the following manner.

Floating Prizes.

| | |
|---------------------------|---------|
| 20 Cash Prizes \$ 50 each | \$ 1000 |
| 100 do. 10 | 1000 |

Stationary Prizes.

| | |
|--------------------------------|--------|
| First drawn Ticket on the | |
| 2d day entitled to girl Fanny, | 500 |
| 3d to Zeze, | 600 |
| 4th to Nancy, | 700 |
| 5th to Rhoda & child | 800 |
| 6th 70 acres Land, | 2,000 |
| Last drawn Ticket the | |
| Huntsville Inn, | 50,000 |

\$ 36,700

3670 Tickets at \$10 each, 36,700

To commence drawing so soon as 3,000 Tickets are sold.

We, the undersigned commissioners, do hereby Certify that we have examined the above mentioned property and do estimate its value at the above rates.

| | |
|--|-------------------------------|
| <p>LE ROY POPE, JOHN READ, JOHN BRAHAN,</p> | <p>} Commis- sioners.</p> |
|--|-------------------------------|

August 17, 1819. 1819

purposes of the Scheme, Huntsville Inn was valued at \$30,000. Neither Jones nor McKinley was mentioned in the ad, only the names of the commissioners certifying the property values -- Le Roy Pope, John Read, and John Brahan.

Strange, indeed, that Irby Jones indebted himself to such a great extent on a property to be used as a lottery prize, unless he made the purchase with the Lottery in mind. Perhaps he, and maybe others, had high expectations for making a large and quick profit. Is it possible that there was some "wheeling and dealing" in progress?

The weekly drawings were held at the Huntsville Inn beginning November 1st, but no notice of winners was ever published. If the grand prize -- Huntsville Inn itself -- was actually won, apparently the winner did not want it! Poor Irby was stuck with it for years. And with debt.

Financial Maneuvers

In order to buy Huntsville Inn, Jones had signed three promissory notes to John McKinley, totaling \$27,000, on June 1, 1819. They were payable and negotiable at the Planters and Merchants Bank and were due in three annual payments. His endorsers, for the sum of \$9,000 each, were listed as Walter Otey, William Lewis, and Edwin Jones (Irby's brother). The Deed to the Inn, as noted previously, had been signed and conveyed on July 6th; McKinley filed it at the courthouse on August 20th, but the Clerk of Court did not record the Deed until

Lottery ad for Huntsville Inn and other prizes. *The Alabama Republican*, August 19, 1819.

\$ 40,000:
 BY AUTHORITY OF CONGRESS.
 NATIONAL
LOTTERY,
 SECOND CLASS.

SCHEME.

| | |
|-------------------------------------|------------|
| 100 Prizes of \$ 1,000 is \$100,000 | |
| 1 do. 40,000 - 40,000 | |
| 2 do. 10,000 - 20,000 | |
| 4 do. 5,000 - 20,000 | |
| 20 do. 500 - 10,000 | |
| 50 do. 10 - 6,000 | |
| 2 600 do. 40 - 104,000 | |
| <hr/> | |
| 10,000 Tickets. | \$ 300,000 |

PRIZES ALL FLOATING.

| | |
|---|--|
| First 1000 Blanks entitled \$10 each. | |
| 2 Prizes of \$ 5,000 floating from first day's drawing. | |
| 1 do. 5,000 floating from 5th do. | |
| 1 do. 5,000 do 7th do. | |
| 1 do. 10,000 do 10th do. | |
| 1 do. 10,000 do 15th do. | |
| 1 do. 40,000 do 17th do. | |

Prizes subject to a deduction of 15 per cent.

The drawing of 500 Tickets is called a Day's Drawing, and will re-

gulate that of the above Prizes.

The drawing will commence at the City of Washington, in the month of October next, positively, unless the sale of Tickets will allow it to be done sooner.

Cash will be promptly advanced for Prizes, at either of D. GILLESPIE'S United States' Lottery Offices, No. 114 Broadway, opposite the City Hotel, N. York; No. 11 South-Third, between Chesnut and Market Streets, Philadelphia; and Pennsylvania Avenue, City of Washington.

This splendid Lottery being under the authority of the U. States, and the Prizes all Floating as specified, offers the greatest inducements to venders and adventurers. As the Tickets can be sold in any part of the U. S. orders (post-paid), forwarded to the subscriber at either of the above Offices, from venders, associates, or individuals, for Tickets or Chances, will receive thankful and punctual attention, from
D. GILLESPIE.

N. B. Present Retail Price of Tickets \$ 35.

June 23, 1819.

52—1m.

Ad for a National Lottery. The Alabama Republican, August 19, 1819.

December 31st. This time, the property included only one full lot -- Lot 34 -- and parts of Lots 33, 37, and 38.

DEED of TRUST: JONES et Ux to POPE & HARRIS. The delay in filing the Deed, no doubt, was due to the fact that the endorsers of the three \$9,000 notes wanted guarantees to cover their own losses in case Irby could not pay. A Deed of Trust was signed by Irby and his wife, Mary S. Jones, on August 16, 1819 "for the purpose of securing the said securities

(Otey, Lewis and E. Jones) from being in any way injured or sustaining any loss thereby"

This Deed of Trust did not directly involve the Huntsville Inn, but listed as securities other real estate owned by Jones -- three quarter-sections of land (483.42 acres) in Madison County, and Huntsville Lots 25 and 26, plus two other unnumbered parcels of land in town. The Deed of Trust was delivered to the Trustees, Benjamin S. Pope and William

B. Harris, "on the day of its date," and also to the Court Clerk to be recorded, which was done on August 21st.

On January 1, 1820, Irby Jones placed a series of notices in **The Alabama Republican** requesting patrons to pay up their accounts at both Huntsville Inn and Bell Tavern, advising that the account books were kept upstairs at Huntsville Inn. Also, as of that date, ads appeared in the same papers notifying the public that Collin Bishop had rented Bell Tavern for the two succeeding years, and that "by the addition of ten or fifteen lodging rooms" it was "now rendered more commodious than any other in this place."

A Deed of Trust

Mortgages did not appear to be common in early Huntsville, although occasional reference was made to them in early deeds. In more common usage was the Deed of Trust.

As defined in **Black's Law Dictionary**, a deed of trust is "an instrument in use in some states, taking the place and serving the uses of a mortgage, by which legal title to real property is placed in one or more trustees, to secure the payment of a sum of money or the performance of other conditions. Though differing in form from a mortgage, it is essentially a security."

Ballantine's Law Dictionary further defines the difference between a deed of trust and a mortgage as "essentially one of form, the former being executed in favor of a disinterested third person as trustee, while the latter is executed directly to the creditor to be se-

cured."

Financial Struggles Continue

DEED of TRUST: IRBY JONES TO JOHN MCKINLEY. From the terms of a new Deed of Trust on Huntsville Inn itself, it appears that by February, 1820 Irby was able to pay John McKinley \$12,318 on the \$27,000 debt. Nevertheless, on February 9, 1820, Irby and Mary Jones signed another Deed of Trust, with Le Roy Pope and John Read as Trustees holding the D/T until the debt was paid to McKinley. The terms of this Indenture included two promissory notes: the first one for the sum of \$9,788 to be paid by May 10, 1821; the second note for \$4,894 due by May 10, 1822.

DEED of TRUST: IRBY JONES et Ux TO C. CHEATHAM. On the same date -- February 9th -- Irby and Mary signed yet another Deed of Trust, with Benjamin S. Pope and William B. Harris as Trustees for Christopher Cheatham. This D/T was for the Bell Tavern debt of \$7,527.90, originally stated in the Deed of Conveyance dated February 29, 1819. The endorsers for that original Bell Tavern promissory note were Walter Otey, Frederick Jones, Edwin Jones, and William Lewis -- three of whom had also endorsed the original notes for Huntsville Inn. Apparently, no money had been paid on the Bell Tavern note when this D/T was made.

Irby must have continued to struggle with finances, because on August 25, 1820, he placed a short and simple ad in **The Alabama Republican**:

Look at this!

The subscriber

wishes to sell either the HUNTSVILLE INN or the BELL TAVERN. --- Terms of sale will be made accommodating.

IRBY JONES

The ad was to run weekly for fifty weeks. Even if prospective buyers were interested, neither property was sold in the ensuing year. Both establishments continued doing business as usual. A September 15th ad for Mr. Chandler's Dancing Academy referred to "the elegant Ball-room of the Huntsville Inn."

Meanwhile, a former owner of Huntsville Inn, Neal B. Rose, became the proprietor of the Planters Hotel on Franklin Street, not far from the Inn.

As Irby tried to make ends meet, the situation must have seemed hopeless to his father, Nathan Jones. In fact, Father Jones stated in his will that as of January 1, 1821, his son Irby owed \$7,385 to his son Edwin; therefore, Irby's share of the inheritance would be deeded to Edwin.

Complications

Fate caught up with Irby when he was not able to make the payment due on Bell Tavern. The endorsers (W. Otey, F. Jones, E. Jones, and W. Lewis) requested Trustee Benjamin S. Pope to execute the terms of the Deed of Trust of February 9, 1820. So, on February 1, 1821, Pope proceeded to sell Bell Tavern to the highest bidder for ready money, the public auction having been advertised beforehand.

Walter Otey, being the highest bidder, became the

purchaser of the Tavern for the sum of \$1,012. But Walter Otey "departed this life without having obtained from said Trustee a deed of conveyance." This, indeed, presented complications for the Trustee and for the administrators of the Otey estate.

It took several years for the Bell Tavern matter to be settled. On December 29, 1823, the Alabama General Assembly passed an act authorizing the administrators of the Otey estate to sell the Bell Tavern property "for the payment of the debts due from said estate." It was March 3, 1825 when the administrators sold the property to Rodah Horton for \$4,425. And in May, Horton was advertising locally that Bell Tavern had been newly opened by Rodah Horton and John Otey.

One slight complication remained, however. The Deed to Bell Tavern never had been conveyed because of Walter Otey's untimely death. Benjamin Pope still held the Deed, after having executed the terms of the Deed of Trust.

In order to carry out the intention of the Act of the Assembly and the sale by the administrators, Pope agreed to convey the Deed of Bell Tavern to Rodah Horton. But it was not until November 7, 1826 that Pope conveyed the Deed to Horton "for and in consideration of the premises and the further consideration of one dollar to him (Pope) in hand paid."

Further Complications

Although the public auction of Bell Tavern in 1821 released Irby Jones from his debt to Christopher Cheatham,

Jones still would have had an obligation to his endorsers, who would have had to pay the difference between the amount of the promissory note and the lesser amount produced by the sale. And Huntsville Inn remained a problem, too.

DEED of TRUST: JONES TO P. & M. BANK. November 30, 1821 was the date of yet another Deed of Trust which allowed Irby Jones to retain possession of Huntsville Inn. This D/T to the Planters and Merchants Bank was more complicated than the previous one. Eldred Rawlins, Cashier of the P. & M. Bank (or his successor), was Trustee for the President, Directors and company of the Bank.

The terms of this Trust cancelled two prior promissory notes of Jones', totaling \$5,135 payable to the bank, and allowed him to sign two new promissory notes with later due-dates. The two new notes were for \$2,557 each, the first one payable to Edwin Jones and the second one payable to the P. & M. Bank. Both notes were due on January 30, 1822.

The complicated terms of this indenture covered not only the Huntsville Inn with its goods and chattels, but included two promissory notes that were payable to Jones. He assigned to Rawlins the authority to collect the monies due on the two notes: (1) "a note drawn by Henry C. Bradford and sold to Jones by Eldridge Robertson of Tennessee & originally payable to Egbert Harris on which judgement has been recovered against said Bradford in the Circuit Court of Madison County," and (2) "a note drawn by Egbert Harris payable to Henry Bradford and endorsed by him & by Purdom &

Pritchard, for \$4,690 or thereabouts & interest thereon at 5% per month." (Emphasis is Editor's!)

Jones also gave Rawlins full power to prosecute on his behalf any suit against any of the parties of the two notes, and to sue Eldridge Robertson for the recovery of the money to which Jones had become entitled.

The terms further noted that the real estate (Huntsville Inn, etc.) was subject to a lien described in a Deed of Trust from Jones and wife to McKinley, Pope, and Read, dated February 10, 1820. Therefore, the promissory notes payable to Jones, and the monies to be paid on them, were also subject to the lien.

Of course, if Irby failed to pay the bank by the promised date, a public sale could again be held by the Trustee. In that event, the proceeds were to go, first, to pay the expenses of executing the Trust; second, to satisfy Jones' debt to the bank; third, any balance, on request, could be paid to Jones or his lawful representative.

DEED of TRUST: IRBY JONES TO EDWIN JONES. By April 5, 1822, Irby was still trying valiantly to pay his debts. On that date, Irby and Mary signed still another Deed of Trust on the Huntsville Inn, this one to his ever-faithful brother Edwin. The Trustees were attorneys Alexander Erskine and Robert Fearn; a promissory note for \$7,753.56 was due June 1, 1822. This indenture was made to secure payment of money for the Huntsville Inn property. (It appears that Edwin must have paid a portion of Irby's debt that was

due to the P. & M. Bank in January, 1822.)

During the succeeding two and a half years, business at the Inn seemed to continue much as it always had, according to newspaper references to activities there. No further Deeds of Trust were recorded as being signed by Irby Jones; probably, he was able to make partial payments to show his good intentions.

Another Public Auction

Whether or not Irby managed to make small payments to the P. & M. Bank, the Bank decided to execute the terms of its Trust on Huntsville Inn. On November 27, 1824, the Court of Chancery appointed William H. Campbell as Trustee for the President, Directors, and company of the P. & M. Bank, as Complainants against Irby Jones, the Defendant. The Chancery Court further ordered Campbell to sell the Huntsville Inn Real Property at public auction, according to the stipulations in the Deed of Trust of November 30, 1821.

The boundary description was much the same as before: "It being the house and lots whereon the said Irby Jones now resides," including Lot 34 and parts of Lots 33, 37, and 38, with "all the houses, out houses, stables, and every part and parcel thereof

DEED: WM. H. CAMPBELL TO WM. SMITH. Ten days before Christmas, on December 15, 1824, the public auction was held at the Courthouse in Huntsville. William Smith of York District in South Carolina was the highest bidder, purchasing the Huntsville Inn property for \$3,200 "in hand

paid" to William Campbell, Trustee. However, the Deed of Conveyance was not drawn until March 12, 1825, the same day that it was signed, sealed, and delivered to Smith.

This is the same William Smith who in 1833 began construction of a grand mansion at the northeast corner of Eustis and Green Streets. After his death in 1840, the mansion would become known as the Calhoun House when it was the residence of his granddaughter, Mary Smith Calhoun, and her husband, Meredith Calhoun. (See HHQ, Spring/Summer 1983, "The Calhoun House" by Linda Bayer.)

Irrepressible Irby

With their second business and home sold out from under them, it is not clear exactly what became of Irby and Mary Jones. Newspaper ads indicate that they possibly stayed on at Huntsville Inn for a while, until William Smith could engage the proprietor of his choice to run the Inn for him.

There is no doubt that Huntsville Inn remained open for business during the transition of ownership. A notice in a September, 1825 **Southern Advocate** informs the public of a Tea Party to be held at Huntsville Inn that month. Toward the end of September, Irby started advertising "A FOUR HORSE HACK" for hire -- "apply at the Huntsville Inn to Irby Jones."

Irby seemed irrepressible in spite of his woes. He probably would have made an excellent advertising copywriter had he lived in the present era. At least, his newspaper ads were eye-

catching, as is obvious in this **Southern Advocate** ad dated December 23, 1825:

O YES! O YES!

ALL persons indebted to the Huntsville Inn must make payment by the first day of January next, or their accounts indiscriminately will be placed in the hands of an officer for collection.

IRBY JONES

Irby probably did not collect all of the money owed him, but perhaps he collected some of it. At this point, Irby's history (from newspapers and Deed Records) tapers off. A Deed Index indicates that he sold some real estate to Samuel Peete sometime between September, 1825 and March, 1827. Unfortunately, the ultimate fate of Irby and Mary Jones remains a mystery.

As Irby was trying to collect his debts that December of 1825, Huntsville Inn was under new management. An ad, signed anonymously "THE MANAGERS," advised that the Anniversary of the Victory of New Orleans would be celebrated at a MILITARY BALL at the Huntsville Inn on the 9th day of January next, with Subscription paper at the bar of the Inn.

Other Accommodations

Of course, other inns and taverns were in business in Huntsville at the same time as Huntsville Inn and Bell Tavern. In January, 1826, it was announced by A. T. Madera that the Madison Inn on Jefferson Street, "partly fronting the Bell Tavern," had enlarged its

accommodations. In a few years, the Madison Inn, like Bell Tavern, would undergo a name change. Being advertised in the **Southern Advocate** at the same time as Madison Inn was the Alabama Hotel, operated by Allen Cooper. It was located at the southwest corner of the Public square.

One of the earliest spas in the area must surely have been Chalybeate Springs. An ad in **The Democrat** of July, 1828 advised the public that P. G. Oliver had erected

To the Public.

THE public are hereby respectfully notified that a very excellent gap in the mountain, about three miles below the gap now made use of in crossing the Tennessee river at Ditto's Landing, having been lately cut out, the Subscriber feels himself warranted in informing the public, without fear of contradiction, that they can pass up and down the New Gap with the greatest ease imaginable. Good stock pens on each side of the river are prepared for the convenience of getting over stock— An excellent Ferry Boat fixed up for the same purpose, and cabins on each side of the river for the convenience of mavers. The subscriber pledges himself that the utmost attention to the interest of travellers will be paid them.

WM. LEEMON,

3 or 4 miles below Ditto's
Landing, Madison Co.

4th Dec. 1819.

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This ad depicts another type of accomodation - mere shelter for the working man needing no amenities. **The Alabama Republican**, December 4, 1819.

buildings to receive guests visiting his springs on Flat Top Mountain, four and one-half miles east of Huntsville, with access by "a tolerable good carriage road from Huntsville to the Springs."

End of an Era

In the meantime, Huntsville Inn was being advertised as having new proprietors again, as of February, 1827: "The subscribers respectfully inform their friends and the public generally, that they have taken possession of the above establishment for the purpose of conducting a Public House.

...Several improvements have been made and are now making, calculated to render the house more comfortable. - BENOIT & ORRELL, Agents for JOHN PHILLIPS." It is unclear as to when and why John Phillips came into the picture, because William Smith still owned the Inn.

By May of 1828, Huntsville Inn was once more in the ads, this time as being "re-opened" by Innkeeper E. Benoit, Agent for William Smith. Not long after that, Smith decided to demolish the Inn so he could build another structure in its place.

It is not known exactly when Smith had the building torn down, but according to some research material for Linda Bayer's article, "The Calhoun House," an August, 1829 building contract Smith signed called for \$400 credit "for all the old bricks and stone that have been taken down or are yet to take down on the lot of said Smith on which said buildings will stand." Although the lot was not identified in the con-

tract, the wording strongly indicated that it might have been the Huntsville Inn lot on East Side Square.

It is a documented fact that a new building was constructed on the site of the old Inn. On September 4, 1830, John Martin, James Bradley, and James J. Pleasants deeded a parcel of land to William Smith. He paid them \$100 for part of a lot lying on East Side Square between the Storehouse of Martin, Bradley, and Pleasants and "the house lately built by the said William Smith - on the site of the late Huntsville Inn."

Thus came the end of the era of the popular Inn on the Public Square. It had been a favorite gathering place for more than twenty years and had provided shelter, food, and good cheer to all who had entered.

But, an establishment called Huntsville Inn continued in business at a different location. It was mentioned in a December, 1830 advertisement extolling a program of "Indian Dances, Back of the Huntsville Inn." No location other than that was given in **The Democrat**. Everyone knew where this new Huntsville Inn was, of course.

Presumably, the Inn was now under new ownership, or maybe another entrepreneur simply adopted the name. It would be several years before a newspaper ad gave a location for the new Huntsville Inn.

Hard Times

By early 1839, The Bolivar Hotel, "nearly opposite the Bell Tavern," was being advertised as having been

taken over by John P. Hawkins. That site, it will be remembered, was the location of the Madison Inn in 1826. And that same site, by 1842, had become the location of the Huntsville Inn.

In January of 1842, ads again appeared in **The Democrat** for Huntsville Inn: "William W. Edwards, having purchased of William Gaston his entire interest in the above named house, has formed a partnership with Britain Franks ... they will continue to keep Public Entertainment in the above mentioned house on Jefferson street, nearly opposite the Bell Tavern. ... Rates have been reduced."

An ad for Bell Tavern in the same issue of **The Democrat** also announced reduced rates "owing to continuance of hard times." For the ensuing year, George W. Hunt promised to "only charge One Hundred and Fifty Dollars for Board, payable in all cases Quarterly." Those reduced rates compare rather unfavorably with the rates posted in 1820 by the Planters Hotel.

Certainly, times had changed in those twenty-two years. The Huntsville Inn advertisements, which continued to be published for a while before tapering off, seemed to indicate that the Inn had lost its charm and popularity of former years.

Bell Tavern Endures

Bell Tavern, meanwhile, appeared to retain its original character. It had continued in business as usual during the years of so many changes at Huntsville Inn. However, Bell Tavern, too, had its share of changes in owners and proprietors.

In July, 1829, a Bell

Tavern ad stated that W. T. Caruthers and John Kinkle had entered a partnership in "keeping the Tavern House." By 1839, P. Yeatman advertised that he had purchased and taken possession of "this Establishment," and advised the public that: "All the Stages running to and from Huntsville, stop at the Bell Tavern, where the stage office is kept." And of course, the "hard times" of 1842 saw George W. Hunt reducing the Tavern's rates. In November of 1853, Z. P. Davis had leased the Bell Tavern.

Also, by 1853, the former Planters Hotel was known as the Franklin Hotel. It was still located at "the corner of Franklin and Gates streets, a few doors below the Public Square." Thomas Cain, the current proprietor, announced that he offered "as good accommodations as any house in this place, and on reasonable terms."

Burnt Out

Alexander Johnson was in possession of Bell Tavern when disaster struck in 1855. He had leased the stables of the Tavern to a Mr. Thomasson, while retaining ownership of the equipment -- the buggies, saddles, harnesses, etc. -- as well as retaining ownership of the tavern house, including the numerous lodging rooms and "The Owl" dining and bar facilities there. Shortly after Mr. Thomasson took over the stables, several buggies were "cut to pieces."

Soon thereafter, Bell Tavern was destroyed by fire. And Alexander Johnson was convinced that the fire, rather than being accidental,

was the work of an arsonist. He was also convinced that the stables would be next on the list to be torched, advising patrons to "come quick" while the stables still stood.

Although Johnson soon found other quarters nearby to house the Owl Refreshment

Rooms, plus a few lodging rooms for transients, it seems that the Bell Tavern of old was never to flourish again. In a short while, the new, modern Huntsville Hotel would dominate the block over which Bell Tavern had prevailed for so long.



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BURNT OUT BUT STILL on HAND:

The undersigned has reopened the

OWL REFRESHMENT ROOMS

in the first Brick House on the same side below Schlack's Confectionary, and nearly opposite the Market House, where the best EATING, DRINKING and SMOKING that can be procured in this country may be had AT ALL HOURS. Also, Lodgings for a limited number of transient persons.

I avail myself of the present opportunity of returning my thanks to all who so kindly assisted me at the late fire, and sincerely hope that a similar opportunity of returning the appreciated favor may never present itself.

ALEX'R. JOHNSON.

May 23d, 1855

TAKE NOTICE

THAT the Agency for the BELL TAVERN LIVERY STABLE is kept at the "Owl Refreshment Rooms," where any quantity of Stable Room, Horses, Vehicles and Drivers may be procured.

As there were several Buggies cut to pieces immediately after Mr. Thomasson took possession of the Stable, and as the Bell Tavern was evidently burnt by an incendiary, it is a fair presumption that the next move will be to set fire to the Stable; so all hands that feel disposed to patronize us will please come quick, while we are prepared to receive company. When a Horse is sent to the Bell Tavern Stable to be fed he will be fed as a Horse should be.

ALEX'R. JOHNSON, Agent

May 23d, 1855

I DEEM it entirely unnecessary after my late misfortune to say to all hands indebted either at the Bar or Stable, to come forward immediately and settle up, as they are all aware that everything used at both places has to be bought and bought for cash. For further particulars call down and consult the "Owl."

A. J.

Huntsville, Ala., May 23d, 1855.