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In Cleveland County's Early Days

By MAMIE JONES

Sept. 6 - 1949

Would you describe the town of Shelby as "lying on the waters of Broad river and Hickory Creek?"

That is the way it is described in the GRANT issued to James Love by John M. Morehead, Governor of North Carolina, dated December 6th, 1842. Mr. Love had made application for this GRANT on the 16th day of June, 1841. I quote the grant in part:

"State of North Carolina.

"KNOW YE, that we, for and in consideration of Ten Dollars for every hundred acres hereby granted, paid into our Treasury by James Love, have given and granted, and do hereby give and grant a tract of land containing One Hundred and Fifty acres, lying and being in the County of Cleveland on the waters of

Hickory Creek and First Broad River, adjoining the lands of Samuel Wilson, Wm. Hendrick, Wm. Forbes, Wm. Roberts, and James Love's own land, Beginning: (The boundaries are hereinafter set forth in the deed James Love gave the Town of Shelby). Entered on the 16th day of June, 1841. This the 6th day of December, 1842. By Command. John M. Morehead." This Grant was recorded in Book A, page 285 of the Register's office of Cleveland County on the 4th day of February, 1843.

The 150 acres conveyed to James Love in this GRANT were immediately conveyed by him to the Town of Shelby, in a deed dated January 11, 1843.

The Act incorporating the Town of Shelby was passed by the Legislature two weeks later, that is, January 25th, 1843. I quote the deed in full:

"THIS INDENTURE made the 11th day of January, in the year of our Lord One thousand eight hundred and forty-three, between James Love, of the county of Cleveland and state of North Carolina, of the one part, and, Robt. H. Burton, Edmund Bryant, Henry Cansler, Alexander McKorkle, Eli Hoyle, John McDowell, David Gray, Achilles Durham, Sampel Andrews, commissioners appointed by the Legislature of the State aforesaid, to locate the Town of Shelby in the County aforesaid, of the other

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part.

"WITNESSETH: That the said James Love, for and in consideration of the sum of \$5.00 to him paid in hand, the receipt whereof is hereby acknowledged, as well as the further consideration of the many benefits and advantages which said James Love expects to derive from location of the Town of Shelby, hath given, granted, bargained, enfeoffed, conveyed, and confirmed, and by these presents doth give, grant, bargain, sell, release, alien, enfeoff, convey and confirm unto Burrell B. Bridges, Chairman of the County Court, and his successors in office forever, for the use of said county and for the purpose hereinatfer mentioned, a certain tract, piece or parcel of land situate, lying and being in the county of Cleaveland, and bounded as follows; viz,

Beginning at a red oak near P. M. Alexander's spring; running thence North 71 West, 61 poles to a post oak; thence with Samuel Wilson's line 85 poles to a hickory on Wm. Forbes' line; thence with

Forbes's line South 17 poles to a white oak, his corner; thence South 80 West 11 poles to a large post oak; thence South 10 East 130 poles to a hickory; thence East 160 poles to a red oak; thence North 71 East 80 poles to a post oak; thence North 35 West 88 poles to a Spanish oak; thence West 40 poles to the beginning, containing 150 acres, moer or less. And all the woods, ways, water courses, mines, minerals, and all and every the appurtenances thereunto belonging, or in any wise appertaining.

"And the reversion, or reversions, rents, issues, profits of the aforesaid lands and premises and every part thereof; and all estate, right, title, and interest, claim property and demand whatsoever of him, the said James Love, of, in, and to the said land and premises hereby granted.

"TO HAVE and TO HOLD the aforesaid land and premises, and every part thereof, with all the appurtenances, unto the said Burrell B. Bridges, Chairman aforesaid, and his successors in office, for the only purpose, use and benefit of said County, and to the intent that the Town of Shelby be located thereon, a Courthouse and Jail be erected in accordance with

the provisions of the Act of the Assembly establishing the County of Cleveland, locating its county site, and with the perfect understanding that Six one-acre lots be designated and set apart, by the Commissioners appointed to lay off the said Town, for the purposes of Religion and Education, two of which are appropriated to the use of a Male and Female Academy; the others for the use of such Churches as may be permitted by the corporation of said Town to be erected therein. The right and title to said lots is to be vested in the Chairman aforementioned and his successors in office, and to be by him, or them, transferred to a Board of Trustees and such religious societies and denominations as may be permitted by the corporation of said Town to make improvement thereon, whenever such improvements shall be completed and proper application for title made. And the said James Love for himself and his heirs, the aforementioned lands and premises and every part thereof against himself and his heirs and against the claims of all and every other person, or persons, whatsoever, to the said Burrell B. Bridges, Chairman, and his successors as aforesaid, Shall and Will forever warrant and defend by these presents.

"IN WITNESS whereof, the said James Love has set his hand and affixed his seal, the day and year first above written. James Love (Seal.) Witnesses: Charles Blanton and Joseph Carroll. Wm. H. Green, Registrar. Recorded on February 4th, 1843, in the office of the Register of Deeds of Cleveland County. Book A, pages 282 to 285.

40-ACRE GIFT

Eighteen months prior to this gift from Mr. Love, William Forbes and wife, Elizabeth Forbes, had made a gift of 40 acres of land, which must have lain West of the present Court Square, since it is described only as "lying on Broad River." This forty acres is not further identified in the boundaries of the Town (so far as I have been able to determine), and must have been sold with other town lots. I quote the deed:

"THIS INDENTURE made the 18th day of June, 1841, between William Forbes and Elizabeth Forbes, of the County of Cleveland . . . of the one part, and . . . Commissioners appointed to locate the Town of Shelby, of the other part,

"Witnesseth: The said William and Elizabeth Forbes for and in consideration of the good will and attachment entertained toward the New County measures lately adopted by the Legislature of North Carolina, have thought proper to give and convey to William Morris, Chairman of the County Court for Cleveland County, and his successors in office, for the use of said County, all that piece or parcel of land lying on the waters of First Broad River adjoining the lands of William Roberts, William Forbes, and others, Beginning on a post oak and runs thence South 141 poles to a red oak; thence West 58 poles to a post oak; thence North 140 poles to a persimmon; and thence 58 poles to the beginning, containing by estimation forty acres. (Signed) William Forbes. Elizabeth Forbes. Witnesses John R. Logan. G. B. Palmer. Recorded in Book A. Page 19 of the Register's office of Cleveland County, on the 11th day of August, 1841.

ORIGINAL DEEDS

The original Grant and the two deeds of conveyance, with plat of the survey made by John R. Logan, are in the office of the Mayor at the City Hall.

The corporate limits of the town of Shelby, when laid off, extended one-fourth of a mile each way, from the Square.

In 1849 they were extended to one-half mile each way.

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