Landlord William Scully

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Order to Scully Business

The continuity of Scully agents in Illinois was broken with the death of William McGalliard late in 1873. It did not take the landlord long to decide what should be done. After the Lincoln office for the Scully estates had been guided by Captain Fisk briefly in a transition period of only a few months, the firm of Koehnle and Scully was created early in 1874 to handle the business of William Scully in the United States.

Frederick C. W. Koehnle, the older member of the partnership, was thirty-eight years of age when he became a Scully agent. He was born in Germany and had been in the United States for twenty years. A resident of Logan County since 1855, Koehnle was very active politically following his election in 1860 as a trustee for the town of Lincoln. In 1862 Koehnle's Addition was platted into new lots for Lincoln. He became school inspector in July, 1867, alderman in 1869, and for two terms he served as clerk of the Logan County circuit court. Koehnle listed his politics as Republican, and he attended the Liberal Republican National Convention in Cincinnati in 1872. His religious persuasion was Evangelical Lutheran, and he was an officer in his congregation.¹

The Scully member of the firm was John Scully, born August 30, 1849, in Dublin, Ireland. Neither William nor John ever acknowledged a close kinship; they were father and son, although the mother of this illegitimate union cannot be identified. Newspapers often assumed a father-son relationship, just as they frequently identified John as a nephew of William's. Presumably the mother was Irish: thus John was three-fourths Irish, whereas William, who had an English mother, was only half Irish. Un-
confirmed stories from later years state that John's mother married, that she came to the United States with her husband, and that they became Scully tenants in Logan County, where they failed to pay rent—at least at times—without being threatened with eviction by a landlord who was not hesitant to use that legal weapon on others. If that was true, they never disclosed to others a past connection with William Scully.

It is believed that William Scully never formally adopted John, but that he took a close personal interest in his welfare, paid for his education, and was proud of his scholarly achievements. John's preparatory schooling was in England, where in 1863, at the age of fourteen, he entered the prestigious Rugby School, famous nationally after the publication in 1857 of *Tom Brown's School Days* by a former Rugby student. Chartered in 1567 and fully endowed by 1653, Rugby School, located in the English midlands just east of Coventry, did not attain its scholarly distinctions until early in the nineteenth century. The headmaster during John's four years there served as archbishop of Canterbury in later years.

Although John's examinations and his tutorial reports won several prizes at Rugby, he was not sent to a university. Instead, William helped to place him in an apprenticeship for three years with a London law firm. This arrangement was extended for two years, and at the age of twenty-three, William offered him the opportunity to serve as his agent in Lincoln, Illinois.

The partnership of Koehnle and Scully, which inverted the firm's name to Scully and Koehnle two years later, provided mutually advantageous skills to the landlord. Koehnle knew Logan County well and understood the temper and attitudes of its citizens. John Scully had a long acquaintance with William Scully, and he was trusted more fully than were other agents. Both partners were hard working, vigorous, and highly motivated. They were able to take William Scully's directions, some given orally and some provided in detailed letters, and transfer them into procedures for providing a profitable annual income from the extensive land areas spread out in three different states. There were no immediate plans for extensive record-keeping; that would come later. But the partnership was exceedingly active in adding new acreage to Scully's holdings, as noted in the previous chapter.

It continued to use the printed one-page leases—fairly typical of leases found on other Illinois farms—that had been used for renting Scully land for a number of years under McGalliard's direction. Record books set up by McGalliard for recording each tract of land and the nature of the rental agreement were continued. There were also several other books for recording special accounts, but on the whole the growing Scully enterprise was operated with few written records and much personal contact between agents and tenants. Two pages from William Scully's rent accounts in
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Logan County, covering nine years for one tenant farm, illustrate the simplicity of these early records (see table 6.1).

TABLE 6.1
RENT ACCOUNT ON ONE SCULLY FARM, 1871–79

<table>
<thead>
<tr>
<th>Date</th>
<th>Rent</th>
<th>Tax</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1870 Jan 1, 1871</td>
<td>Alexander Miller</td>
<td>$120</td>
<td>$21.14</td>
</tr>
<tr>
<td></td>
<td>80 acres</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1871 Jan 1, 1872</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1872 Jan 1, 1873</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1873 Jan 1, 1874</td>
<td>Fred Zurkammer</td>
<td>200</td>
<td>19.66</td>
</tr>
<tr>
<td></td>
<td>balance 19.66 pd 2-18-74</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1874 Jan 1, 1875</td>
<td></td>
<td>18.45</td>
<td>200.00</td>
</tr>
<tr>
<td></td>
<td>balance 18.45 pd 2-6-75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1875 Jan 1, 1876</td>
<td></td>
<td>25.15</td>
<td>138.75</td>
</tr>
<tr>
<td></td>
<td>86.40 balance pd 3-2-76</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1876 Jan 1, 1877</td>
<td>240</td>
<td>16.57</td>
<td>302.80</td>
</tr>
<tr>
<td></td>
<td>40.17 balance 40.17 carried over</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1877 Jan 1, 1878</td>
<td>220</td>
<td>24.96</td>
<td>balance $285.13</td>
</tr>
<tr>
<td></td>
<td>balance 40.17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1878 Jan 1, 1879</td>
<td>220</td>
<td>24.99</td>
<td>pd $100 5-11-78</td>
</tr>
<tr>
<td></td>
<td>balance $321.37</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The years 1874 and 1878 were difficult ones for farmers in Logan County, and many of the Scully tenants received abatements on their assigned rent during those years that totaled half or more of the amount of their rent. When the landlord forgave rent in this manner, it was sometimes recorded in the rent book with a reason, such as "bad crop" or "poor crop & wet land."

The construction and maintenance of fences was a more difficult problem for farmers on unforested land, such as Scully owned in central Illinois or in Nebraska and Kansas. In later years the solution was to use barbed wire. But in Illinois in the early years a proper living hedge fence would serve the purpose. So, another record maintained for Illinois Scully lands was a "Hedge Book," in which notes were kept on contracts with tenants for setting out and maintaining hedge fences. Thus, it was recorded on September 13, 1870, that John and Thomas Garrett had leased 160 acres and that "hedge being made prior to this lease [the] Garretts were compelled (on back of lease) to keep in good order & preserve & keep the hedge properly trimmed down, as a provision of the lease." According to Scully's agreement, the hedge plants were provided and the tenants were paid to plant them and properly care for them until they were good live fences. When a
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tenant failed to comply with his part of the bargain, Scully would not pay the agreed price. For instance, when the agent checked Fred Frorer's lease after he had entered into a hedge contract on October 23, 1874, he found that "hedge examined—N. line very poor, never cultivated—W. line poor, a great many gaps plowed once in fall—full of weeds.—to be plowed up entirely, or to be cut off the ground & reset.—No pay." In order to get the tenants to comply, many of the hedge agreements included in five-year leases in Logan County stipulated that rates of from 35¢ to 50¢ and even 60¢ per rod of hedge were to be paid at the end of the leasing period.\(^5\) Typically, the landlord also provided fruit trees for orchards and bricks for foundations or for lining wells.

The printed Scully lease by late 1876 was beginning to take on a longer, more-detailed characteristic, which was peculiar to leases in later years. This lease, which more often specified cash rent and certain requirements to be fulfilled at explicit times, was sent to agent Alex Case in Marion, Kansas. He responded by saying: "It looks all right and terms easy which is also favorable if you have plenty of lease blanks on hand. Wouldn't it be well to forward us a supply[?]"\(^6\) A few pieces of Scully land in Marion County might have been leased by that time, but leasing picked up after that, slowly at first, then rapidly as adjoining land was fully settled and placed under cultivation.

Most of these Kansas leases of the late 1870s and early 1880s were five-year contracts, although one- and three-year leases also existed. When there were no improvements on the land, the tenant agreed when signing a farming lease to pay for his first two years' rent by breaking a certain amount of land and also to pay the amount owed in taxes on the land. On a quarter-section lease a typical rent in the third year was $50 plus taxes; fourth year, $115 plus taxes; and fifth year, $160 plus taxes. The house and farm buildings on a Scully lease were provided by and owned by the tenant, whereas buildings on most rented farm land belonged to the landowner. By 1883, forty-five Scully leases were in force in Marion County, fewer than 10 percent of the number some ten years later. In Nuckolls County, rents increased from slightly more than four thousand dollars in 1889 to ten times that amount in 1899, a suggestion that leasing in that far-western county came at a slightly later date.

One-year leases of the early 1880s in Marion County were for haying, for which the tenant paid 25¢ per ton of hay taken from the land. As a conservation measure, later Scully leases would specifically prohibit removal of hay from a farm; however, a tenant could use the hay for his own livestock. Some of the three-year leases were for farming, and some for grazing, for which nominal rates were charged. When a lease was made on an improved farm, or when leases were renewed, rental payments plus taxes began from
the first year on the lease. One-year leases were more typical at this time on Illinois land. Most of these annual leases were renewed almost automatically to the same tenant. By the 1890s all of the Marion County Scully land was under lease, a lag of about the same magnitude as that encountered earlier in Illinois.

But the delay in Marion County and in other western lands was not due to the swampy or boggy character of the soil. That perplexing question was unique to the Illinois portion of Scully’s American lands, and the landlord, operating through his full-time agents, the firm of Scully and Koehnle, sought to do something about the problems of the old Scully Swamp and to make the land live up to its productive potential.

William Scully had direct experience in Ireland with the value of proper drainage. He understood the principles of drainage, and he had seen the dramatic results for grass- and crop-production through eliminating problems of wet land. But Scully did not use his expertise in advance of other draining efforts in various parts of Illinois. Much of his land was concentrated in one large block, which would prove to be an advantage when the time came to conduct massive drainage operations. Thus, Scully could develop his drainage patterns to fit the contours of his land, and he would not have to await approval or cooperation of adjacent landowners to initiate his own program. The scant information that is available shows that some programs for drainage of Scully lands came before the passage, in 1879, of an Illinois law providing statutory support for organizing semigovernmental drainage districts.8

Scully lease records, as early as 1870, show that the landlord was allowing a tenant half of the cost of cutting a ditch, presumably needed to drain the land.9 Later the landlord would assume the entire expense of such efforts, in agreement with his long-time assumption that the landlord owned the land and the improvements in the soil, such as wells, trees, foundations, and drainage tiles, whereas the tenant owned the above-ground improvements, such as fences and buildings.

In his income and expense accounts of the 1870s, William Scully first listed a separate expenditure for ditching in 1875. From that small beginning, for almost forty years there were new drainage projects being developed for portions of the Illinois holdings.10 There may have been small hand-dug ditches made without landlord or agent supervision prior to McGalliard’s death, for which the landlord did not reimburse the tenant. Legendary accounts exist of the early use of an implement called the mole on Scully’s Logan County land. The working part of the mole was a bullet-shaped object attached to a plow in place of the moldboard. When a team of horses pulled this implement, with the mole a foot or more underground, it would open up a tubelike hole from four to six inches in diameter.11
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Although these holes would collapse in time, they could provide much drainage of surface and subsurface water.

Lewis Jefferson ("Jeff") Sims, former sheriff of Logan County, who had no experience in draining wet lands, was selected by Scully to oversee tiling and ditching of Scully Swamp. He was sent by the landlord to the University of Illinois at Urbana to take a short course in drainage engineering. When he came back as a $100-per-month foreman of a tiling crew of fourteen to seventeen permanent tilers on Scully lands, drainage efforts took on an active and aggressive stance. Many tenants and day laborers also worked on these projects on a seasonal basis.

Specific techniques and distinctive equipment were used to lay in drain tiles, which were purchased in railroad boxcar lots. Once a year, Scully agents bought a carload of four- to fifteen-inch tiles from the National Drain Tile Company or the Joliet Mound Drain Tile Company or some similar firm. Tenants were hired to transport tiles from the railroad siding to the work sites, something that could be done in the off-season for heavy farm work. Sims and his crew took over from there.

As a long-time Scully employee, Jeff Sims became expert in using a transit to get proper drainage for each line. He planned each section of this vast drainage network, basing it on soil samples and a study of the surface of the land. Tiles were placed deep enough to remain undisturbed by farming operations, and each section of tile was built large enough to handle potential water demands. Sometimes, work on a particular piece of ground would be laid out in three stages, to be completed in three years. During the first year only the large main-line ditches would be dug and the tile laid; the second year, branch lines would be added; and the third year, tiles would be extended to higher points in the field. The hardest work of the tiling crew was digging ditches by hand with tiling spades, although horses pulling a slip were used for the larger ditches. A half-size wagon, built especially for use on soft ground, was drawn by a single pony to carry the tiles to the ditches.

Larger open ditches and canals to serve as outlets for the drainage tiles were dug out by a floating dredge. This large-scale activity was the most impressive of all of the Scully draining operations in central Illinois, and it was long remembered by area residents. A dredging crew generally had with it a barge, containing a building two stories high, which was their sleeping and eating quarters. Large equipment of a mobile nature, such as the dredge and the quarters for the crew, seemed foreign to the flat lands of the drying-up Scully Swamp, and the oddity of this activity attracted much attention.

Not until after 1910 was the mammoth operation of laying in the tiles and dredging out ditches and canals on Scully's Illinois lands completed. Thereafter, a much smaller part-time maintenance crew inspected the drain-
age works and made necessary repairs. This immense system cost much more than William Scully had expected—more than a quarter of a million dollars—but it greatly increased the capacity of his land to produce in all kinds of weather.\textsuperscript{15}

Although William Scully was convinced of the value of draining his wet lands, he sought assurance that his expenditures of so much money on getting his drainage system built was advisable. During many of the years of the 1880s and 1890s, 10 to 15 percent of the rental income from the Illinois land went back to the soil in new drainage works. Typically, the landlord questioned his agents about expense of this magnitude. Finally, in 1892, they answered at length to justify this heavy outlay. Their response used a Logan County quarter-section as an example of how much was spent and what increased revenue could be expected. Sixteen thousand feet of tile were laid in this single quarter-section in the summer of 1887, at a cost of $334 for the tiles and $521 for labor and other expenses. Rents on that quarter varied from nothing in 1877 to an unusually large $1,051.12 in 1881, "when the tenant was sold out & everything taken." The average for ten years, 1877 to 1886, had been $428.83. The agents further explained that when the tiling was completed in 1887, "this land . . . was in such horrid condition, from bad farming in wet ground & full of weeds that we had to lease it for 5 years to Gerd. Harms, a very energetic farmer," for rents gradually increasing from $498.33 in 1887 to $545 in 1891, a five-year average of $524 per year. After 1892, rents were to go to $600 per year, an annual difference of $172 from ten years prior to the tiling.\textsuperscript{16} A similar justification was made for installing drain tiles in Sangamon County, where expenditures of $9,500 over a number of years were offset by an annual increase in rental income of $1,400.\textsuperscript{17} Farming was so much better on drained land that tenants were not expected to have any difficulty in paying the new higher rates.

The magnitude of the Scully draining projects drew visitors from the local area and from distant points to see how the tiling was being done so they could apply it to their own wet lands. Tiling records, kept in the Scully Estates Office, show that 135,117 feet of drain tile was used on a single section of land—number 10-20-4—in Logan County. Most of this tile was four inches in diameter (95,931 feet), but it ranged upward to fifteen-inch tile (2,859 feet). With forty-eight sections of land in Logan County, Scully had a potential of 1,200 miles of drain tile in that county alone if drainage efforts were equally developed.\textsuperscript{18}

With the completion of Scully's vast drainage system, certain conservation practices were incorporated into leases. Banks along ditches and streams were vulnerable to erosion, so tenants were prohibited from farming within ten feet—later the distance was increased to fifteen feet—of the
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ditches. Grass was to be maintained on the sod berm on the banks and along waterways that would hold back the rush of sudden downpours. 19

William Scully took an active hand in soil-conservation practices, and he had a major influence on the business routine established in the office of Scully and Koehnle in Lincoln. The partners there could expect a visit of three-months' duration from the landlord every two years. During the alternate year, one of the Lincoln partners would travel to Scully's overseas residence and spend three or more months there.

When Scully came on his inspection tours, he would carefully examine the books and visually examine the land. He had questions to ask about virtually every lease, and while he was not acquainted with each tenant, he became conversant with that tenant's ability as a farmer. In the early years, William Scully hired a fine team and buggy from the Lincoln livery stable and traveled through his estates. In Logan County he occasionally would stop, and very rarely he would visit with or eat a meal with a tenant who had been on the land for many years; but elsewhere he was quite aloof from his tenants. In later years, Frederick C. W. Koehnle kept a special matched team and carriage and a hired Negro servant to drive the landlord through his estates. 20 Agents in Nebraska and Kansas also supplied special vehicles for the landlord and went with him on his biennial inspection visits. On one such visit to Marion County, the agent, knowing of Scully's Irish background, thought he would enjoy meeting a typical Irish settler, so they stopped at the farm of Tommy Meehan.

"Meehan, meet Lord Scully," the agent said.
Meehan asked, "What did you say?"
Again the agent said, "Meet Lord Scully."
Meehan growled, "Get the hell off my land. He isn't anymore a lord over here than anyone." 21

During each year that the landlord did not come to the United States, an agent would take copies of the rent rolls and certain other records for an extended visit with William Scully. One such visit by John Scully came in 1882, two years after John had married a member of a prominent Lincoln, Illinois, family, Louise ("Lily") Chamberlin. The young couple traveled from New York on a "vessel of the Cunard line. Mr. Scully goes on a business trip and will be gone three months. Mrs. Scully expects to spend most of the time in Scotland." 22 The return of the John Scullys in September was noted in the Lincoln newspaper. Koehnle, Scully's chief agent in later years, regularly made trips to Europe on estate business, although at times other agents from Lincoln were to serve as emissary to the landlord. 23

John Scully developed into a leading businessman in Lincoln, Illinois, where he bought some Logan County land in his own name and was active in community business and social affairs. On June 16, 1880, he was married
to Louise Chamberlin, who bore him two children, John Chase and Louise. On March 28, 1885, John returned from a business trip to Toronto, Canada, suffered an attack of erysipelas—a high fever caused by a streptococcus infection—and died on Saturday, April 4, 1885. William Scully, who was coming for an annual visit to the United States at the time, arrived in New York the following Monday. The funeral was initially postponed until Wednesday, April 8, so that William could get there, but travel time was too short. The funeral in the family residence in Lincoln was conducted by one of the young widow's cousins, who was from Chicago. The pallbearers were two members of the firm of Scully and Koehnle and four large landholders in the Lincoln area. Newspaper comments were laudatory of the integrity and character of the thirty-five-year-old John Scully. When his will was filed, the newspaper reported that his estate was valued at about $50,000.

William Scully's administrative staff for his American lands had grown slightly during the years that John Scully was his chief agent. A full-time agent, Henry Fox, was employed in Grundy and Livingston counties, but elsewhere, agents worked part time for Scully. Alex Case, as part-time agent for Marion and Dickinson counties, could not leave his other work to go full time for Scully, so F. W. Fox, son of the Grundy County agent, was sent to establish an office in Marion. Other agents were dispatched to Beatrice and Nelson, Nebraska, where Scully's holdings were growing in value. The most significant changes, however, were the employment of Springfield resident Frederick Trapp and the renaming of the Lincoln-based Scully office to Koehnle and Trapp.

Administratively, Trapp inaugurated many changes, including a record-keeping procedure for the Scully estates. Rental income in the years following Trapp's entry into Scully's employ shows a sensational growth. Records became more voluminous, and correspondence between the landlord and his agents in the Lincoln office was more complete. A later agent described Trapp as the legal and business organizer, saying that "when Fred Trapp came, the records started and the business really began to move... he contributed much that could be of use to William Scully." After John Scully's death, land purchases declined in counties where William Scully already had land. Somewhat later, in the 1890s, extensive farm property was acquired in Bates County, Missouri; but more about that later. Land purchased in Illinois in 1889, 1892, and 1901 amounted to a mere 81.42 acres. Purchases in Kansas and Nebraska ceased in 1887. Anxious buyers made many attempts to acquire land owned by Scully, but he was no longer interested in selling, as he had been in the mid 1850s. He did sell railroad and highway right of ways and small tracts for schools or...
churches, usually stipulating in the deed that the land would revert to Scully or his heirs when it was no longer used for the stated purpose.

On one occasion in Marion County, Albert Crane, the owner of the very large Durham Park Ranch, wanted to trade half-sections with Scully, believing that it would be more convenient to both parties, as these tracts were isolated from other lands that they owned. If they traded, they would then have land in a block, for each had other holdings nearby. But Scully refused and suggested that Crane sell him the land in question. Crane, who was not anxious to sell either, had merely thought that the deal would be useful to both of them. Scully said: "It is a very serious thing to part with title to real estate. I will not do it." Similar stories have circulated about his refusal to sell land; he was most emphatic about it. One of Scully's long-time employees recalled: "Mr. Scully did not like to part with land, once he had acquired it. . . . It is not a written rule, but an unalteringly observed policy that Scully land will not be sold. Of course, Mr. Scully gave up land for townsites, school grounds, railroad rights of way and the like, but never disposed of any actual farm holdings except in the Oglesby case." That major exception was his sale in 1888 of 152 acres in Sangamon County, at $50 per acre, to Richard Oglesby, governor of Illinois.

Administrative costs of the American Scully estates were estimated in 1890 to be $63,500 annually for the next three to five years. The 1889 figures had totaled $68,000, of which taxes represented $33,000. Other costs that year were for salaries of personnel in the Lincoln office—Koehnle, $6,000; Trapp, $2,500; Sims, $1,200; and clerks, $1,300; for Henry Fox in Grundy and Livingston counties, $2,000 each; for F. W. Fox, John Powers, and a man named Hazlett in Marion, Dickinson, and Butler counties, $2,500 each; for Leslie Gillett in Gage and Marshall counties, $3,000; and for Henry Fox, Jr., in Nuckolls County, $2,000. Other expenses reached $14,500, which primarily represented drainage development in Illinois; but earlier there had been a $200 road tax to be paid in Kansas, which was worked out by hired employees. Such activities, different in different areas, helped to justify the use of full-time agents in each state. In 1891 the administrative costs showed only a slight change from the amount projected, and there were no changes for salaried employees.

William Scully's excess capital in Scully and Koehnle's day was heavily invested in land, but considerable amounts were also put into United States governmental bonds and into bonds issued by the city of Chicago, the Illinois counties of Sangamon and Cook, and Russian railroads. Typically, these securities were purchased for him by his agents. As the Scully estates became more visible and their worth more fully recognized, the cost of amassing this huge estate seemed fabulous to onlookers. So, rumors circulated that the early-day purchases by William Scully had been financed
by the European capitalist Rothschild. Perhaps, someone had seen a letter mailed to Scully's Lincoln office that had a Rothschild return address. The only connection between William Scully and the Rothschilds was that the interest on some of Scully's bond purchases was paid at the office of N. M. Rothschild & Son in London. During John Scully's last year as head of the Lincoln office, bonds from Hungary became a new attraction for heavy investments. Somewhat later, Scully purchased a large number of Uruguay Unified Bonds and bonds issued by either the city of Buenos Aires or the Republic of the Argentine. A last big purchase, in 1900 and 1901, was of Russian guaranteed gold bonds of the Wladikawkas Railroad. 31

Apparently, Scully had always possessed a feeling of what were good securities to buy. Perhaps his experiences on the securities market alerted him to certain precautionary steps before buying. Eventually, he wrote these down and stated that the utmost quality "of an eligible Bond & stock [was] Security." His "Conditions of an eligible security" to be used as a guide by his chief agent, who would invest most of his surplus funds, were:

1st Don't deal in Faith . . . or in few ambiguous promises—(Deal in Fact—
2d Solid & well grounded bodies & power and will to pay out contract payments.
3d Integrity of the debtor—
4th A good percentage of interest.
5th Buy under par with as large a margin for appreciation as possible.
6th Choose a debt of large gross amount, so that more money can be invested in it without further troublesome investigations, & So that Bonds may be solidly known and dealt in, therefore easily salable & convertible—if necessary.
7 Long time (say 20 years, or over) to run, of Bonds . . . to avoid constant dangerous changes, & to preserve fair continuity—
8th No Bank, Railway, Commercial, or other trading, or venturesome or risky company (Speculation) is eligible
9th I prefer large Bonds of not less than $5,000. cash if obtainable
10 Coupons must be payable where they will not and cannot be taxed—
11 Bonds, repayable by drawings are very troublesome—
12 Don't lend to a Borrower, within about 35 degrees of the Equator.32

In 1901 William Scully stated that "it has been 32 years since we have had a lawsuit with a tenant over his lease or his rent."33 An examination of
the record shows quite a different story. Between 1870 and 1887 in Logan County alone there were forty-six cases with William Scully and two with his agents as plaintiff filed against tenants or former tenants for attachment, distress for rent, trover (to recover loss of wrongfully used property), assumpsit (an action to recover damages for a breach of contract), or replevin (recovery of goods and property). According to Logan County records, most of these cases had a full hearing in court. No doubt the landlord was never present in any of these cases, and if they were important to him, he preferred to forget them in his old age.

In the 1880s there were two significant Illinois cases with William Scully as the defendant. The first was *The People v. William Scully*, filed in the Logan County circuit court in the January term of 1882. The action was initiated by state attorney Randolph B. Forrest to "recover back personal property taxes for the years of 1875, 1876, 1877, 1878, 1879, 1880 and 1881" from William Scully. The state argued that Scully owed personal property taxes of $200 to $350 per year on his rent rolls in Illinois, whereas the defense held that these rolls were owned in Great Britain, not in Illinois. The jury in this trial found for the state, and the Scully estates were ordered to pay $1,427.35 Scully’s attorneys appealed to the Illinois Supreme Court, which reversed the decision of the lower court.

The other lawsuit involved the very large Hamilton tract in Sangamon County, which was purchased in 1877 for a total price of $215,297.40, the costliest single purchase that Scully ever made. At the time of the sale to Scully, the heirs of Archibald Hamilton, whose estate had obtained the land from the government in 1836, sold a land area that they believed to be 4,141.34 acres. The purchase, in a depression year, was $51.75 per acre, and Scully agreed that he would pay for additional acreage or get a refund for too many acres, provided that the property was properly surveyed within two years. The survey was not completed until 1885, and it showed that most of the quarter-sections contained about 163 acres and that the total land area was 71.03 acres more than Scully had paid for. Thus, on October 27, 1886, James C. and George H. Hamilton sued Scully for the amount of the extra acres plus damages, because he had refused to pay. In a court action that was appealed to the Illinois Supreme Court, Scully’s prior payment was upheld. The survey had not been made within the prescribed two years, so the Hamiltons got no additional money.

In the earliest days in Illinois, many of the Scully tenants were Irish or were from families of early American ancestry. But there were still tenants recorded in the earliest lease registers that had family names indicating German ancestry. However, the change in national origin for many Scully tenants coincides with the employment of Frederick C. W. Koehne as one of William Scully’s chief agents. German names crop up with increasing fre-
quency in subsequent years, and later a report was made that most of Scully's tenants were Lutheran but did not attend church. In reminiscing about his estates in 1901, William Scully stated: "The majority of my tenants are Germans. As a class, I have found them the best farmers. There are dozens of German farmers on my lands who are rich men. There are scores of them who began as farm hands, then as lessees, and finally owners of farms." Since many of these newer tenants were recent immigrants, it was believed that they would be less troublesome and more diligent as farmers than persons who had longer ties to the United States. Thus, Scully agents favored them.

Many tenants in Kansas and Nebraska also had German backgrounds, but the agents in their immediate area did not exercise a pro-German discrimination as strongly as did Koehnle. As a matter of fact, the location of Scully's land, near various foreign-language colonies, probably had as much influence on who were potential tenants as did anything else.

Even before he became a Scully agent, Frederick C. W. Koehnle had returned to Germany for extended visits. On one trip he left his family in the fatherland for a year and then returned to bring them home. Some accounts say that later he went to Germany to recruit potential settlers for Scully leases. By the late 1870s, when tenants with German names were replacing other tenants on Scully leases in Logan County, there were a few reports of bad feeling. One isolated incident was described by Lena Sparks, a daughter of one of the German tenants. She told of a rifle shot striking a post just above her father's head as he was sitting on his porch. Years later it was discovered that another Scully tenant had fired the shot because of his dislike for the new German tenants. While the number of German names may have increased on Scully lease rosters, there were many other tenants with names of other foreign sources, as well as old-line American names. Scully's impression in 1901 may have been due to his conversations with Koehnle as much as anything else. Tenants were increasing in number by then, and there were many different names on his rent rolls. An examination of these lists does not fully support Scully's impression of where his tenants came from.

After Ballycohey, Scully devoted more of his time to his American estates, and his Irish holdings received far less of the landlord's attention. Perhaps due to the response of his peers to his actions at Ballycohey, Scully was motivated to seek a new permanent residence. Moreover, his estrangement with his family extended, in part, to his own three daughters. By using his growing wealth, Scully could live almost anywhere he wanted. After 1870, that desire was fulfilled by his relocation in England, without giving up his older residence at Ballinaclough. His move to England seemed to
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stimulate in Scully a desire to establish a landholding dynasty. Letters, brief memoranda, and occasional newspaper accounts provide the onlooker with a rare glimpse into the private life of a wealthy landlord.