



Lincoln’s Contribution to Bringing the Railroad through Carlinville

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This article entitled “Lincoln’s Contribution to Bringing the Railroad through Carlinville” is the sixth of a series of eight accounts of “Lincoln’s Footsteps Through Macoupin County.” The first appeared in the October 23, 2025 issue of the “Macoupin County Enquirer-Democrat”- (1) Origin of “Lincoln’s Footsteps Through Macoupin County,” and the second one in the November 27, 2025 edition of the Enquirer-Democrat - (2) Lincoln’s Likely Opposition to “Million Dollar Court-house” and Its Surrounding Controversy,, the third one in the January 22, 2026 edition of the Enquirer-Democrat – (3) Lincoln’s Speeches to Carlinville Citizens,” and the fourth one in the March 12, 2026 edition of the Enquirer-Democrat - “Lincoln’s Connections to Blackburn College and Blackburn’s Subsequent Growth,” and the fifth one in the April 16, 2026 edition of the Enquirer-Democrat – “Lincon’s Legal Practice in Carlinville Wrongly Criticized as ‘Underhand Tactics.’”

There will be two more stories about Lincoln in Macoupin County: (7) Lincoln’s Macoupin County Acquaintances, and (8) Lincoln’s Other Macoupin County Connections.

Abraham Lincoln was given the nickname “Honest Abe” after he walked several miles to return a few cents that he, as a store clerk, had overcharged a customer. But the important part of this story about his moniker is that he kept it after he became a lawyer, and even more important, he maintained it over his 25-year law practice, including representing railroad companies with integrity and honesty above all... Abe was truly an honest lawyer.

Now, how does this get us to the point about Lincoln bringing the railroad through Carlinville? We know that Carlinville was not a major city that would draw a lot of freight or passengers to it. However, Lincoln was an honest visionary. He knew that a railroad from Alton to Springfield would be a boon for those cities as well as central Illinois, so he became an advocate for the Alton & Sangamon Railroad and later became its attorney, winning seminal Illinois Supreme Court cases that protected the railroad’s continued development and growth throughout Illinois.

Carlinville was the natural midpoint for connecting the track running north from Alton and the rail pushing south out of Springfield. In fact, that was exactly how the Alton & Sangamon Railroad came into existence. Certainly, in the back of his mind was the significant time difference for him in riding a train rather than a stagecoach from Springfield to Carlinville for his trials, making speeches, and visiting friends.

One of the state’s best-

known historians, Tom Emery, in his book, “Lincoln in Macoupin” in section 7, “Lincoln and the Railroad” compared the train with stage speeds: “The (train) journey from Springfield to Alton in those early days took four to five hours, with an average speed of 15 miles per hour. A 1929 account claimed ‘this fast train could take {Carlinville to} Springfield in two and a half hours, unless it was blocked by cattle or wild deer’ between Nilwood and Virden. Still, it was a drastic improvement from stage-coach or horseback, which sometimes took a day and a half from Carlinville to Springfield alone.”

There were three railroad lines that came through Carlinville: (1) the Alton & Sangamon completed in 1852 and still going strong, currently owned by the Union Pacific, which hosts Amtrak’s Lincoln Service, (2) the Illinois Terminal Railroad, also called the “Interurban,” an electric line in operation from 1904 to 1982, following a similar north-south route along Carlinville’s West Street, and (3) the Litchfield, Carrollton & Western Railroad, nicknamed the “Lazy, Crooked, and Winding” for obvious reasons, but even more endearing called the “Look, Cuss, and Wait,” operating from 1882 to 1899, including a Pullman car that traveled east-west down today’s Nicholas Street, transporting students to and from Blackburn College.

Lincoln was a powerful advocate and litigator bringing these railroad routes into existence, but the truth was that Carlinville was a lucky beneficiary and not the primary draw or source of income for these companies. However, it was the Alton & Sangamon that brought business and growth to Carlinville and later provided excellent transportation for coal mining operations in the area.

Interestingly, Lincoln had a pass to use this railroad when he traveled from Springfield to Carlinville and back for trials in the Macoupin County Courthouse, and this was also the railroad that brought Lincoln from Chicago back to be buried in Springfield.

Lincoln, a pragmatist, was very successful in getting many railroad disputes resolved after negotiating a compromise that saved everybody attorney fees and court costs. However, he won several important Illinois Supreme Court cases against stockholders and subscribers, requiring them to pay the amount owed the railroad company for stock even though the original charter was modified by the legislature.

On February 4, 1841, Lincoln in his final year as a member of the Illinois House introduced a bill that made Illinois a partner with the Alton-Springfield railroad, which was the impetus this fledgling company needed. The company became The Alton & Sangamon Railroad, which completed the track north from Alton meeting

with the southern rail from Springfield in Carlinville in 1852. Over the decades, there have been name changes, acquisitions, bankruptcies, and mergers leading to today’s Union Pacific ownership. Union Pacific currently operates the freight rail line connecting St. Louis to Chicago with Amtrak’s passenger Lincoln Service, which operates at speeds up to 110 mph.

As mentioned earlier, Lincoln represented railroads in his law practice. It was perhaps the most lucrative and stable part of his practice. In the 1850’s, Lincoln was legal counsel for the Alton & Sangamon Railroad and its successor, the Chicago, Alton, and St. Louis Railroad. He was successful in his defense of this railroad company in the case, “James A. Barret (sic. Banet) v. The Alton & Sangamon Railroad Company,” 13 Ill. Reports 504, Dec 11, 1851. (Note: It was somewhat confusing researching these railroad cases because there were multiple trials with initial and subsequent stockholders and subscribers, some of whom were misspelled in the record, but were all part of the same series of cases litigating the same or similar issues.)

Lincoln represented Alton & Sangamon Railroad Company in these cases against stockholders and subscribers, who refused to pay for their stock and subscriptions. Lincoln was successful in defending the railroad company’s ability to collect these amounts even if a minor modification to the original charter were made by the legislature, thereby setting a precedent for other Illinois railroad companies.

Even though the 1850’s was a good decade for railroads to lay down tracks in Illinois, especially with legislators like Lincoln who supported this activity, championing a very progressive development in the state, there were some who rebelled against the railroads. John Burkhardt, James Barret, and Joseph Klein were three disgruntled subscribers of Alton & Sangamon, who refused to pay what they agreed to pay. Lincoln handled these cases and was able to get Burkhardt “to cave in,” but he had to litigate against the other subscribers.

The Illinois legislature, on February 27, 1847, passed a law enabling the Alton & Sangamon Railroad Company to locate, construct, and complete a railroad from Alton, by the way of Carlinville and New Berlin, to Springfield. The legislature also provided in the fourteenth section: “that it shall be lawful for the directors to require payment of the sums subscribed to the capital stock, at such times and in such proportions and on such conditions as they shall deem sit, under the penalty of the forfeiture of all previous payments thereon...”

On January 29, 1851, the Illinois legislature authorized the railroad company to change the direction of the rail so that it went directly from Carlinville to Springfield,

which “considerably” reduced the cost of construction. By eliminating the rail route to New Berlin, it also shortened the distance from Carlinville to Springfield by about twelve miles. This made for better service directly to Springfield without the additional time of going out of the way to connect to a very small community.

On February 22, 1851, The Alton & Sangamon Railroad Co. brought an action of assumpsit to recover damages for a breach of contract in the Sangamon District Court against James A. Barret (sic. Banet), a subscriber and stockholder, for his failure to pay the company \$1,350 in six installments for thirty shares of stock. The board of directors made a call on Barret’s subscription and when he did not pay, the railroad brought this action.

The railroad decided to amend the Alton & Sangamon route to go through Carlinville, but not through New Berlin. New Berlin is about 20 miles west of Springfield. The change in routing made good business sense since New Berlin was a very small town and would not increase ticket sales to justify the cost to deviate from a direct route from Alton to Carlinville to Springfield.

However, Mr. Barret owned real estate in New Berlin and the railroad route through that city would increase the value of his property. When he discovered that the rerouting left out New Berlin, he refused to pay the amount he owed the railroad.

Mr. Barret pled non assumpsit and nul tiel corporation. In effect, he declared that no contract and no such corporation existed. Judge David Davis in the Sangamon Circuit Court in November 1851 found for the railroad since the contract was clear and the legislature properly created the company. The fact that defendant stockholder expected a personal benefit from the railroad going through New Berlin was held by the court to be immaterial to the case.

On December 11, 1851, Mr. Barret appealed the case to the Illinois Supreme Court, arguing that the lower court erred in failing to consider that he entered his agreement to pay his subscription with the understanding that the railroad company was going to construct its route through the town of New Berlin, but when this section of their route was erased from the drawing board, he had the right to refuse payment.

The Court wrote: “It is not pretended that he was induced by fraud or misrepresentation to enter into this agreement. His contract was voluntarily made, and it is absolute in its terms. It would not even be competent to show that it was designed to be a conditional undertaking. The written contract must be its own interpreter.... The motives by which he was actuated are not the proper subject-matter of inquiry. For the purpose of determining the question of his liability, it is wholly im-

material whether he became a subscriber because he believed that the stock would of itself be a profitable investment, or because of the incidental benefit which he might receive from the construction of the road in the immediate vicinity of his lands.” He owed the money to the company.

Mr. Lincoln, who represented the Appellee, had researched the legal issues thoroughly and found a case on point, Irvin v. The Turnpike Company, 2 Penrose & Watts 466. This case held that the location of a public road did not “enter into the consideration of the contract of subscription to the stock of the corporation; and that such subscriptions are made to the subject to the power of the legislature to change the location of the road, where the contrary is not expressly stipulated.”

Lincoln recognized that the result might have been different if the new route materially changed the objects and character of the chartered company. He argued that this was a minor change of the route, which made good business sense and was not a material change to the company’s character. He also pointed out that another case held that not every minute change would absolve a subscriber from completing his contract.

Lincoln also obtained a witness, Virgil Hickox, who owned property in Virden. Hickox testified that Barret refused to pay what he owed the railroad because he expected to be elected Treasurer of the railroad, and he did not get appointed to that position. Lincoln also found witnesses who testified that Barret reneged on paying his debt 15 to 20 times with various excuses.

The Illinois Supreme Court ruled in favor of Lincoln and the railroad Appellee, holding that a general subscription to a railroad’s stock did not guarantee any specific railroad route, so that if the legislature amended the charter and the railroad company modified the original route, this action did not negate the subscriber’s obligation to pay. Justice Treat affirmed Davis’s decision in the Circuit Court, indicating that the subscription was nonconditional. Lincoln’s success with this case allowed all railroad companies to enjoy the fruits of his victory. This Supreme Court case made it clear that minor adjustments for routes to obtain efficiency would not release stockholders or subscribers from their agreements to pay.

In “Joseph Klein v. The Alton & Sangamon Railroad Company,” the Sangamon Circuit Court and Illinois Supreme Court both held that Klein had to make his payments to the railroad. The facts were different in Klein’s case since he did not own any land near New Berlin. He argued that a subscriber who signed a promissory note was not obligated to pay cash for calls for payments. He was willing to forfeit his downpayment, in order to be re-

leased from further payments because of the remedy of forfeiture. Both Judge Davis and Justice Treat rejected his arguments and required him to make the payments to the railroad, using the Barret case as precedent.

Justice Treat held that Klein’s “contract was then complete, and his liability fixed.” He also wrote that the “right of forfeiture belongs exclusively to the corporation. It was conferred as an additional remedy, to enforce payment from stockholders.” The Klein case confirmed the Supreme Court’s position that individuals could not void their stock subscriptions unless there were substantial changes in the corporation charter.

Simeon Ryder from Alton, who helped found Litchfield, had a different approach. He argued that his 50 shares should be repurchased by the railroad since their value was diluted by an agreement between the City of Alton and New York whereby Alton gave New York investors proxy over its 1,000 shares of the railroad. This action was brought in Madison County Circuit Court, and the court held that the agreement between Alton and New York was not binding on the railroad company. The Supreme Court upheld this decision on appeal.

As I mentioned earlier, these cases against the Alton & Sangamon Railroad Company had multiple stockholders and subscribers, so there are duplicate cases, which are part of the same series of litigated cases, involving the same or similar matter with different stockholders and subscribers, but all had the same results by the courts.

Abraham Lincoln was known primarily as a humble child raised in a simple log cabin, who became the 16th President of the United States. Lincoln is also known for his leadership in the Civil War and his assassination in 1865. However, Macoupin County citizens should remember Lincoln as the man who helped bring the railroads to Carlinville, whether intentionally or inadvertently. They became a boon for the community in developing businesses, including coal operations. But Lincoln also helped The Alton & Sangamon Railroad Company survive its early challenges in court to become the Union Pacific of today that still zips through Carlinville.

Back in the day, making Carlinville a stop on the railroad track was as valuable to Carlinville’s growth as today’s Interstate Highway 55 passing by Litchfield.

The next article will be “Lincoln’s Macoupin County Acquaintances.” This will be the seventh of a series of eight segments on “Lincoln’s Footsteps Through Macoupin County.”

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